



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
CITY OF NEEDLES, CALIFORNIA
TUESDAY, MARCH 12, 2019
COUNCIL EXECUTIVE SESSION – **5:00 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

Councilmember Hazlewood will be participating in this meeting via teleconference call from Oak Tree Inn, 1706 N Park Drive, Winslow, AZ 86047.
The public shall be given an opportunity to address the legislative body directly from this teleconference location.

CALL TO ORDER
ROLL CALL

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

RECESS TO EXECUTIVE SESSION

- a) Conference with real property negotiators pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating Parties are the City of Needles as the potential seller, and Liana Grigoryan as the potential buyer of the property described as 1.52 acres generally located at the north west corner of W. Broadway and G Street, APN 0185-351-11 (aka 0186-095-03 and 0186-295-04). Under negotiation are the price and terms.
- b) Public Employee Performance Evaluation pursuant to Government Code Section 54957 – Employee Title: City Clerk

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 Procedure Review

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.

PUBLIC HEARINGS

- 1) Public hearing noticed to consider all evidence and testimony for or against approving Tentative Parcel Map 19995 subdividing a 2.38+/- acre site into three parcels located at 250 Balboa Street, APN 0660-081-18; Applicant Marcus Scott
 - 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. 2019-11 approving Tentative Parcel Map 19995 subdividing 2.38+/- acres into three parcels located at 250 Balboa Street, APN 0660-081-18 (ACT)
- 2) Proposition 218 public hearing noticed to consider all evidence and testimony for or against adopting increases in rates for solid waste and recycling handling services
 - Staff Report
 - PowerPoint Presentation
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - City Clerk will announce the final number of written protests received under Prop 218 and whether a majority protest exists
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Urgency Ordinance No. 613-AC amending Ordinance No. 481-AC and Ordinance No. 531-AC, both of which relate to an exclusive franchise agreement with Allied Waste Transportation, Inc. for the collection and handling of solid waste (introduced and adopted - effective immediately after adoption – rates effective April 1, 2019)
 - OR
 - Ordinance No. 614-AC amending Ordinance No. 481-AC and Ordinance No. 531-AC, both of which relate to an exclusive franchise agreement with Allied Waste Transportation, Inc. for the collection and handling of solid waste (1st reading – post) (ACT)

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

- 3) Authorize purchase of a 2019 Chevrolet 2500 utility truck with rack using \$37,116 from the water vehicle replacement fund (ACT)
- 4) Authorize NPUA Member(s) to attend the 2019 Solar Summit in Scottsdale, AZ on May 14-15, 2019 using the electric educational training account (ACT)

ADJOURN THE JOINT COUNCIL / NPUA MEETING AND RECONVENE THE COUNCIL MEETING **CALL TO ORDER** (Roll Call previously taken)

COUNCIL CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 5 through 13 on the Consent Calendar by affirmative roll call vote. (ACT)

- 5) Approve the warrants register through March 12, 2019
- 6) Accept the Public Works Agreement between the County of San Bernardino and City of Needles for a portion of the reconstruction of Five Mile Station Road not to exceed \$17,000 using available SB1 (Senate Bill 1) funds and authorize the Mayor to execute said agreement
- 7) Waive the reading and adopt Ordinance 611-AC amending Section 13-49 of the Needles Municipal Code adding angle parking on F Street extending from Broadway to Front Street on the eastside extending to its terminus (2nd reading – adopt)
- 8) Waive the reading and adopt Ordinance No. 612-AC establishing a Local Agency Management Program (LAMP) for the City of Needles Building and Safety Division (2nd reading – adopt)
- 9) Waive the reading and adopt Resolution No. 2019-12 approving, authorizing and directing execution of an amended and restated Joint Exercise of Powers Agreement relating to the California Statewide Communities Development Authority and authorize the Mayor to execute
- 10) Accept Change Order #2 in the amount of \$500 and accept the work completed by Western Construction Specialists for a total project amount of \$184,575 as part of the TDA Bus Stop Improvements and Shelters/Benches project and authorize staff to issue a Notice of Completion and record with the San Bernardino County Recorder's Office
- 11) Approve the Needles Rodeo Association Daily License Application for the Department of Alcoholic Beverage Control for their Annual Colorado River Round Up Rodeo event on April 4-6, 2019 at the Needles Rodeo Grounds
- 12) California Department of Parks and Recreation Proposition 68 first workshop to be held March 13, 2019 for community input to apply for park and recreation grant(s) (Information)
- 13) Authorize the city manager to sign the Intergovernmental Agreement (IGA) between Arizona Department of Transportation "ADOT" and the City of Needles (IGA / JPA 18-0006762-1) to perform the scoping and design work for the Needles-Arizona Bridge deck rehabilitation using \$12,187 of SB1 funds for the 11.47% match

End of Consent

REGULAR ITEMS (A three-minute time limit per person applies.)

- 14) Discussion regarding Resolution No. 2019-8 establishing an Economic Development Program utilizing 1% of marijuana tax revenues (ACT)
- 15) Accept Epic Engineering's Proposal for the Needles Pavement Management Plan in an amount not to exceed \$62,930 using the Streets Development Impact Fees account (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

Councilmember Gudmundson
Councilmember Terral
Councilmember Hazlewood
Mayor Williams
Councilmember Paget
Councilmember Belt
Councilmember Longacre

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

Posted: March 8, 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 8th day of March 2019.


Dale Jones, CMC, City Clerk

City of Needles, California

Request for City Council Action

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☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: March 12, 2019

Title: City Council Resolution No. 2019-11
A Resolution of the City Council of the City of Needles,
Approving Tentative Parcel Map No. 19995
subdividing a 2.38+/- acre site into three (3) parcels located at
250 Balboa Street, also known as APN 0660-081-18

Background: Applicant Marcus Scott submitted an application for Tentative Parcel Map No. 19995 to subdivide a 2.38+/- acre site into three (3) commercial parcels. Parcel one is .67 acres, parcel 2 is .83 acres, and parcel three is .79 acres.

The 3-lot parcel map is located at 250 Balboa Street, with one existing commercial cannabis facility completed on lot 3, and two additional facilities to be added. The parcel is zoned Highway Commercial (C-3) and designated as Highway Commercial (HC) in the General Plan. Commercial facilities including a truck repair facility, and additional cannabis facilities, are in the area of the proposed parcel map. Staff finds the subdivision is compatible with the land use and density in the area, and that all of the parcels satisfy city code development standards.

A public hearing was held on the matter at the March 6, 2019 Planning Commission meeting. No. Public testimony was taken. The Planning Commission voted unanimously to recommend City Council approval of Tentative Parcel Map No. 19995.

Public Notification: A public notice was placed in the Needles Desert Star on February 20, 2019 and posted on the bulletin board at Needles Council Chambers, 1111 Bailey Ave. and City Hall, 817 Third Street and sent to property owners within 300' of the site.

Critical Timeline: N/A

Fiscal Impact: Potential revenue through residential projects

Environmental: The California Environmental Quality Act (CEQA) establishes guidelines for reviewing how projects potentially impact the environment. Certain types of projects have been found to have no potential environmental impact, and are declared to be categorically exempt from the preparation of environmental documents. Class 15 State Guidelines Section 15315 exemptions involve Minor Land Divisions. Minor Divisions are defined as:

- Property in urbanized areas zoned for residential, commercial or industrial use into four or fewer parcels;
- when the division is in conformance with the general plan and zoning requirements
- no variances or exceptions are required
- services and access to the proposed parcels to local standards are available
- the parcel was not involved in a division of a larger parcel within the previous two (2) years
- the parcel does not have an average slope greater than 20%

The project, Tentative Parcel Map No. 19995, satisfies the minor land division exemption as a four or fewer parcel split.

City of Needles, California

Request for City Council Action

Recommendation: Approve Tentative Parcel Map No. 19995 with the following conditions:

1. Tentative Parcel Map 19995 shall be completed in substantial conformance with the parcel map received and dated 11-26-2018, subject to the conditions contained herein, the Needles Zoning Ordinance and all other applicable regulations.
2. The size of lots shall comply with Municipal Code Section 98.00 "Site Dimensions".

3. **NOTES TO BE PLACED ON FINAL PARCEL MAP:**

The owner shall comply with all local, state, and federal laws, and the owner shall pay for all fees and cost of utilities and cost of improvements.

4. Prior to issuance of building permit, the following is required:
 - a) On-site development plans including grading & drainage plans are required per 2007 California Code of Regulations (Title 24) prior to issuance of a building permit for lots 1 and 2.
 - b) Site Designer Certification required to satisfy National Pollution Discharge Elimination System, (NPDES).
 - c) Design of septic tank and leach field for parcel(s) shall be based upon percolation test performed by a qualified firm submitted to and approved by the city engineer prior to issuance of building permits for lots 1 and 2.
 - d) Each parcel shall be serviced by its own sewage disposal system and on-site water supply
 - e) On-site wastewater disposal system plans to satisfy City of Needles. If treatment is required, treatment facilities require the approval of the Regional Water Quality Control Board for lots 1 and 2.
 - f) On-site potable water supply system plans to satisfy City of Needles requirements and County of San Bernardino Department of Public Health, Division of Environmental Health Services (DEHS)
 - g) San Bernardino County Fire Department to approve proposed development/improvement plans.
 - h) All electrical plans to be approved by City of Needles, Electrical Department.

City of Needles, California Request for City Council Action

- i) Offer of Dedication to be recorded with the County of San Bernardino at the time of Map recordation
- 5. The owner shall comply with all Federal, State and local laws relative to the approved use including but not limited to the requirements of the Planning Department, Engineering Dept., Building, Fire and Sheriff Departments.
- 6. Approval of Tentative Parcel Map 19995 shall not waive compliance with all sections of the City Code, all other applicable City ordinances and regulations, in effect at the time of the approval.
- 7. The owner shall pay for any installation of electrical power extension to the property per City Standards and specifications by the Electric Department Manager.

ENGINEERING

- 8. All on-site drainage to remain on-site.
- 9. A Preliminary Soils Engineering Report is required for the proposed development and a Finals Soils Report is required prior to issuance of a building permit for lots 1 and 2.
- 10. The developer's engineer or surveyor shall set durable monuments to the satisfaction of the City Engineer in conformance with Section 66495 of the Subdivision Map Act.
- 11. Easements for all utilities shall be provided on the Final Parcel Map.
- 12. Prior to recordation of final map, show all easements of record per title report.

Public Notification: A public hearing notice was published in the Needles Desert Star on February 20, 2019. Notices were sent to property owners within 300' of the proposed project and posted in two conspicuous locations.

Fiscal Impact: Revenue generated from building-related permits, etc.

Environmental: According to Section 15315 of the California Environmental Quality Act (CEQA) the proposed subdivision is exempt from further study because the project satisfies the criteria to support there will be no significant impact to the environment.

Recommendation: Approve Resolution No. 2019-11 approving Tentative Parcel Map No. 19995, subdividing a 2.38+/- acre site into three (3) parcels located at 250 Balboa Street, also known as APN 0660-081-18

Submitted By: Patrick Martinez, Development Director

City of Needles, California
Request for City Council Action

City Management Review:

River

Date:

3/6/19

Attachments: Tentative Parcel Map No. 19995

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 1

CC RESOLUTION 2019-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES,
APPROVING TENTATIVE PARCEL MAP 19995, SUBDIVIDING
2.38+/- ACRES INTO THREE (3) PARCELS, LOCATED AT LOCATED
AT 250 BALBOA STREET, ALSO KNOWN AS APN 0660-081-18**

WHEREAS, Applicant Marcus Scott submitted an application to subdivide a 2.38+/- acre site into three (3) parcels located at 250 Balboa St.; and

WHEREAS, Section 66451 et seq of the California Government Code (Map Act) and Section 19-28 of the Needles City Code authorize the Planning Commission and City Council to approve, conditionally approve or deny tentative parcel maps; and

WHEREAS, Sections 66473 and 66474 of the California Government Code (Map Act) and Chapter 19 of the Needles city Code specify the criteria by which a parcel map may be granted; and

WHEREAS, on March 6, 2019, the Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to Tentative Parcel Map 19995; and

WHEREAS, on February 20, 2019, a public hearing notice was posted in two (2) public locations and published in the Needles Desert Star specifying the date, time and location of the public hearing for Tentative Parcel Map 19995; and

WHEREAS, on March 12, 2019, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony relative to Tentative Parcel Map 19995; and

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

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

SECTION 1. The City Council HEREBY DETERMINES that Tentative Parcel Map 19995 was duly and properly reviewed under the California Environmental Quality Act (CEQA) and is categorically exempt under State Guidelines Section 15315 and no additional analysis is required at this time.

SECTION 2. The City Council HEREBY FINDS AND DETERMINES that facts do exist to justify approving Tentative Parcel Map 19995 as follows:

- A. The proposed land division is consistent with the general plan and city code.

FINDING. The subject parcel is 2.38 +/- acres and is being proposed as a 3-lot subdivision. The general plan designation for the parcel is Highway Commercial (HC), and is consistent with the city zoning code designation, Highway Commercial (C-3).

- B. The site is physically suitable for the type of development contemplated.

FINDING. This subdivision consists of three (3) parcels: Parcel one is .67 acres, Parcel two is .83 acres, and Parcel three is .79 acres, for a total of 2.38+/- acres. All proposed parcels meet the minimum lot area, frontage and width requirements in the Needles City Code.

- C. The design of the subdivision or the proposed improvements will not cause substantial environmental damage.

FINDING. According to Section 15315 of the California Environmental Quality Act (CEQA) the proposed subdivision is exempt from further study because the project satisfies the criteria to support there will be no significant impact to the environment. The subject property is 2.38+/- acres to be divided into 3 parcels, surrounded by commercial uses of similarly sized and shaped lots. Parcel 3 has an existing commercial cannabis facility, constructed in 2018.

- D. The design of the subdivision or type of improvements will not cause serious public health problems.

FINDING: A condition of approval has been placed on the map requiring the locations of individual wells and septic systems including percolation tests to be provided prior to issuance of building permits.

SECTION 3. The City Council HEREBY APPROVES Tentative Parcel Map 19995, subdividing 2.38+/- acres into three (3) lots at 250 Balboa Street, also known as APN 0660-081-18, subject to conditions.

SECTION 4. City Council Resolution 2019-11 affects the real property legally described as a division of the Southwest Quart of the Southwest Quarter of Section 19, Township 9 North, Range 23 East, In the City of Needles, County of San Bernardino, State of California. It is the intent of all of the undersigned parties that City Council Resolution 2019-11 and the conditions, shall constitute a covenant running with the land and the obligations shall be binding upon, and the benefits shall inure to, the parties, their heirs, assigns, transferee, and subsequent purchasers.

SECTION 5. The Needles Mayor is HEREBY AUTHORIZED to affix his signature to this resolution signifying its adoption by the City Council of the City of Needles, and the City Clerk is directed to attest thereto.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, approve Tentative Parcel Map 19995, with the conditions stated herein below:

1. Tentative Parcel Map 19995 shall be completed in substantial conformance with the parcel map received and dated **11-26-2018**, subject to the conditions contained herein, the Needles Zoning Ordinance and all other applicable regulations.
2. The size of lots shall comply with Municipal Code Section 98.00 "Site Dimensions".
3. **NOTES TO BE PLACED ON FINAL PARCEL MAP:**

The owner shall comply with all local, state, and federal laws, and the owner shall pay for all fees and cost of utilities and cost of improvements.

4. Prior to issuance of building permit, the following is required:
 - a. On-site development plans including grading & drainage plans are required per 2007 California Code of Regulations (Title 24) prior to issuance of a building permit for lots 1 and 2.
 - b. Site Designer Certification required to satisfy National Pollution Discharge Elimination System, (NPDES).
 - c. Design of septic tank and leach field for parcel(s) shall be based upon percolation test performed by a qualified firm submitted to and approved by the city engineer prior to issuance of building permits for lots 1 and 2.
 - d. Each parcel shall be serviced by its own sewage disposal system and on-site water supply
 - e. On-site wastewater disposal system plans to satisfy City of Needles. If treatment is required, treatment facilities require the approval of the Regional Water Quality Control Board for lots 1 and 2.
 - f. On-site potable water supply system plans to satisfy City of Needles requirements and County of San Bernardino

Department of Public Health, Division of Environmental Health Services (DEHS)

- g. San Bernardino County Fire Department to approve proposed development/improvement plans.
 - h. All electrical plans to be approved by City of Needles, Electrical Department.
 - i. Offer of Dedication to be recorded with the County of San Bernardino at the time of Map recordation
- 5. The owner shall comply with all Federal, State and local laws relative to the approved use including but not limited to the requirements of the Planning Department, Engineering Dept., Building, Fire and Sheriff Departments.
 - 6. Approval of Tentative Parcel Map 19995 shall not waive compliance with all sections of the City Code, all other applicable City ordinances and regulations, in effect at the time of the approval.
 - 7. The owner shall pay for any installation of electrical power extension to the property per City Standards and specifications by the Electric Department Manager.

ENGINEERING

- 8. All on-site drainage to remain on-site.
- 9. A Preliminary Soils Engineering Report is required for the proposed development and a Finals Soils Report is required prior to issuance of a building permit for lots 1 and 2.
- 10. The developer's engineer or surveyor shall set durable monuments to the satisfaction of the City Engineer in conformance with Section 66495 of the Subdivision Map Act prior to map recording.
- 11. Easements for all utilities shall be provided on the Final Parcel Map.
- 12. Prior to recordation of final map, show all easements of record per title report.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of March, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:

Mayor

(SEAL)

ATTEST:

City Clerk

APPROVED AS TO FORM:

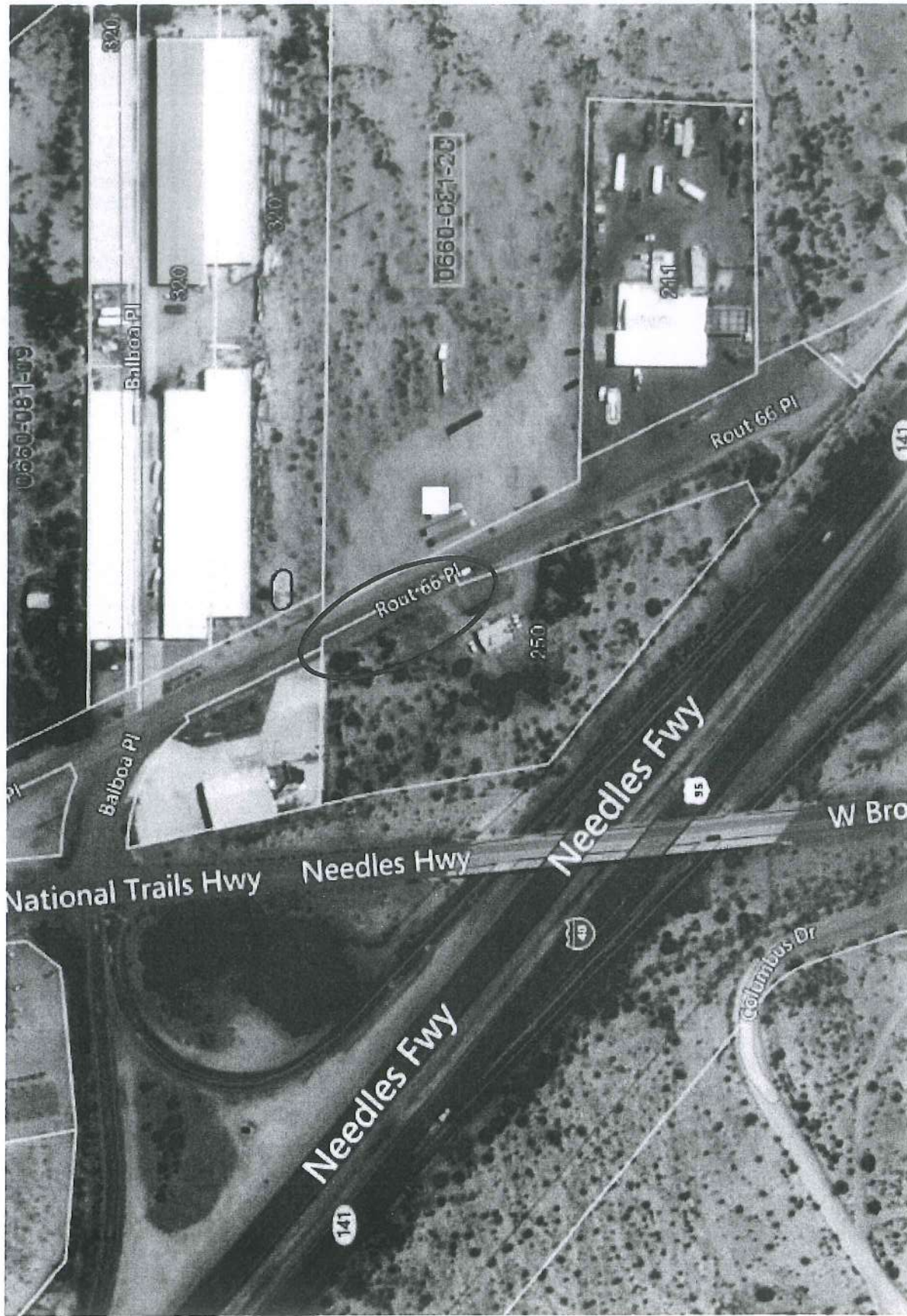
City Attorney



ATTACHMENT: A—TPM 19995 SITE
APPLICANT: MARCUS SCOTT
ADDRESS: 250 BALBOA STREET



ATTACHMENT: B—TENTATIVE PARCEL MAP 19995
APPLICANT: MARCUS SCOTT
SITE ADDRESS: 250 BALBOA STREET



ATTACHMENT: C—OFFER OF DEDICATION TO CITY

APPLICANT: MARCUS SCOTT

ADDRESS: 250 BALBOA STREET





City of Needles, California Request for City Council Action

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

Meeting Date March 12, 2019

Title:

- Urgency Ordinance No. 613-AC of the City Council, Amending Ordinance No. 481-AC and Ordinance No. 531-AC, Both of Which Relate to an Exclusive Franchise Agreement with Allied Waste Transportation, Inc. for the Collection and Handling of Solid Waste
- Ordinance No. 614-AC of the City Council, Amending Ordinance No. 481-AC and Ordinance No. 531-AC, Both of Which Relate to an Exclusive Franchise Agreement with Allied Waste Transportation, Inc. for the Collection and Handling of Solid Waste

Background: Allied Waste Transportation Inc. dba Republic Waste Services, has served the City by exclusive franchise since August 6, 1992. Through Allied, the City provides a range of solid waste and recycling handling services. The fees charged by Allied include the costs for collection, transportation and handling of solid waste and construction debris for commercial, industrial and residential properties within the City limits. Allied additionally provides for collection, transportation and handling of recyclable materials at no charge. However, due to increased costs, including a state mandate that the City establish a mandatory recycling program for all commercial accounts, those fees need to be increased.

Additionally, Allied's exclusive franchise with the City for solid waste and recycling handling services expired on January 2, 2019. On June 26, 2018, the City Council directed the City Manager to negotiate an extension of the franchise agreement. The City thereafter evaluated Allied's proposal to meet the City's service needs, requirements of state mandated programs, and operational costs of providing refuse and recycling services to City customers. Based on negotiations between Allied and the City, the parties have determined that it is necessary to extend the franchise and to increase the City's refuse rates to support the added City service obligations, state-mandated diversion requirements, and increase in recycling processing costs due to dramatic shifts in recycling commodities.

On January 8, 2019, the City Council approved the intent to publish the Proposition 218 Notice of Public Hearing concerning proposed increase in rates for City Solid Waste and Recycling Services.

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City of Needles, California Request for City Council Action

On January 14, 2019 the City mailed 3,500 written notices to the record owner of each parcel located within the City, and on 1/23/2019 and 1/30/2019, the published notice of the public hearing in the Needles Desert Star, a newspaper of general circulation within the City, in compliance with Proposition 218.

The Notice of Proposition 218 for proposed increase in rates for City solid waste and recycling handling services provided information on why the rate increases are required, proposed rates and how to protest.

As of March 6, 2019, one (1) written protest has been submitted the City Clerk. If more than 20% of the sanitation customers (1,988) object, the rate increase the proposed increase is then subject to a public vote. If more than 51% object, the rate increase then the proposed rate increase is terminated.

City staff thereafter completed several public workshops to provide community education on the proposed rate adjustments (see attachment).

Given that failure to provide solid waste collection and handling services would result in an immediate threat to public health and safety, it is necessary for the immediate preservation of the public health and safety that the ordinance take effect immediately to protect the health of City residents and ensure that the character and cleanliness of the City is preserved. Staff therefore has prepared both an urgency ordinance and a regular ordinance for adoption. It is recommended that Council adopt both ordinances.

Fiscal Impact Finding: Therefore, an increase in the cost of Commercial Recycling (Bin and Cardboard) and Residential Recycling is necessary for the viability of these services. As an enterprise fund, the Sanitation department is a self-supporting government fund that sells goods and services to the public for a fee. The cost of maintaining these services is wholly sustained by fees it generates from its users.

Environmental Impact: N/A

Recommended Action: **Move** to waive the reading and adopt Urgency Ordinance No. 613-AC and Ordinance No. 614-AC.

Submitted By: Rainie Torrance, Senior Accountant

City Management Review: Rick

Date: 3/6/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 2

ORDINANCE NO. 613-AC

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING ORDINANCE NO. 481-AC AND ORDINANCE NO. 531-AC, BOTH OF WHICH RELATE TO AN EXCLUSIVE FRANCHISE AGREEMENT WITH ALLIED WASTE TRANSPORTATION, INC. FOR THE COLLECTION AND HANDLING OF SOLID WASTE

WHEREAS, by way of Ordinance No. 481-AC – “An Ordinance of the City Council of the City of Needles, California approving an exclusive franchise agreement between the City of Needles and Allied Waste Transportation, Inc. for the collection and handling of solid waste” (“Ordinance No. 481”), the City Council approved an exclusive franchise agreement between the City of Needles, a California Municipal corporation (the “CITY”) and Allied Waste Transportation, Inc., a Delaware corporation (“CONTRACTOR”) for the collection and handling of solid waste within the CITY (the “Original Franchise Agreement”); and

WHEREAS, the Original Franchise Agreement was amended by Ordinance No. 531-AC – “An Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC - An Ordinance of the City Council of the City of Needles, California approving an exclusive franchise agreement between the City of Needles and Allied Waste Transportation, Inc. for the collection and handling of solid waste” (the “First Amendment”); and

WHEREAS, the Original Franchise Agreement and First Amendment were amended by Ordinance No. 601-AC – “An Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC and Ordinance No. 531-ac, both of which relate to an exclusive franchise agreement with republic services (Allied Waste Transportation, Inc.) for the collection and handling of solid waste” (the “Second Amendment”) (together with the First Amendment and the Original Franchise Agreement, the “Exclusive Franchise Agreement”); and

WHEREAS, CITY and CONTRACTOR desire to extend the term of the Exclusive Franchise Agreement through July 1, 2028, with two additional, five-year options to extend the term of the Exclusive Franchise Agreement; and

WHEREAS, CITY and CONTRACTOR desire to have the CONTRACTOR provide organic waste recycling services toward the CITY’S compliance with the State of California’s Assembly Bill 1826; and

WHEREAS, CITY and CONTRACTOR desire to make certain additional changes to the Exclusive Franchise Agreement as set out in this Ordinance; and

WHEREAS, the City Council finds that this Ordinance should be adopted on an urgency basis pursuant to the authority of Government Code section 36937(b), which provides that an ordinance passed by the City Council takes effect “immediately” if it is passed by four-fifths vote of the City Council “for the immediate preservation of the public peace, health or safety” and contains “a declaration of facts constituting the urgency.”

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

SECTION 1. Pursuant to the requirements of California Government Code section 36937(b), the City Council declares that this Urgency Ordinance is necessary as an emergency measure for preserving the public peace, health and safety of the City and its residents. Said declaration is based on the following factual circumstances:

Allied Waste Transportation, Inc. currently provides for the collection and handling of solid waste throughout the City pursuant to an Exclusive Franchise Agreement. The Exclusive Franchise Agreement has expired and/or is expiring, and failure to provide solid waste collection and handling services would result in an immediate threat to public health and safety. It is therefore necessary for the immediate preservation of the public health and safety that this Ordinance take effect immediately to protect the health of City residents and ensure the health, and safety of City residents as well as the character and cleanliness of the City is preserved.

SECTION 2. The CITY and CONTRACTOR agree to further amend the Exclusive Franchise Agreement for the collection and handling of solid waste as follows:

1. **Term.** The parties agree to extend the term of the Exclusive Franchise Agreement through July 1, 2028 (the "Third Extended Term"). Thereafter, the Exclusive Franchise Agreement may be renewed for two successive five-year terms upon the mutual consent of the CITY and the CONTRACTOR. This Section 1 shall have retroactive effect, as if the Second Extended Term never expired.
2. **Contractor Rate.** The rates for all services rendered pursuant to the Exclusive Franchise Agreement shall be as shown on Exhibit A attached hereto, subject to the rate adjustments and additional fees, costs, and other charges as set forth in the Exclusive Franchise Agreement. The rates shown on Exhibit A shall become effective on the Effective Date, as that term is defined below.
3. **Annual Rate Adjustments.** The parties agree that Section 8(d) of the Exclusive Franchise Agreement shall be replaced in its entirety with the following:

An annual rate adjustment will take effect on January 1st of each year based on the prior year's rates, commencing in 2020, in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the period of Nov 1st to Oct 31st of the prior year.

4. **Organic Waste Recycling Services.** The parties agree that the following definitions be added to Section 1 as follows:

Organic Waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

Organic Waste Recycling Services means the collection, transport, and processing of Organic Waste.

Organic Waste Recycling Services Customer means (i) Commercial Premises that are required by applicable law (including, but not limited to State of California AB 1826 (Chesbro)) to arrange for organic waste recycling service; and (ii) any Customer or public entity that requests Organic Waste Recycling Services.

The parties further agree that Section 2 of the Exclusive Franchise Agreement shall be replaced in its entirety with the following:

CITY grants to CONTRACTOR during the term of this Agreement the exclusive right and privilege (except to the extent that sale or donation of Recyclable Materials is permitted under this Agreement) to collect and transport to a CONTRACTOR selected Disposal Facility (or in the case of Recyclable Materials or Organic Waste, to a CONTRACTOR selected Processing Facility), Refuse, Recyclable Material, Construction Waste, and Organic Waste, all exclusive of Hazardous and Special Waste, produced, generated, kept and/or accumulated within CITY limits as those limits may exist at any time during the term of this Agreement.

The parties further agree that Section 3(a) & (b) of the Exclusive Franchise Agreement shall be replaced in its entirety with the following:

- a. Franchise Fee. In consideration of this Agreement and the permit and franchise given CONTRACTOR under this Agreement, CONTRACTOR shall pay to CITY as an administration and franchise fee a sum equal to twelve percent (12.0%) of all sums collected by City on behalf of CONTRACTOR or Affiliated Companies, or directly collected by CONTRACTOR or Affiliated Companies pursuant to this Agreement for each annual period, exclusive of (a) payments received by CONTRACTOR or Affiliated Companies from the sale of Recyclable Material; and (b) revenue obtained from the sale of Organic Waste and/or Organic Waste Recycling Services; but including any moneys received from governmental agencies, including CITY ("Franchise Fee"). CITY may adjust the Franchise Fee from time to time, provided that if CITY increases the Franchise Fee, CITY shall increase the CONTRACTOR'S rates by the amount necessary to pass through the increase in the Franchise Fee.
- b. Billing Fee. In addition to the Franchise Fee, CONTRACTOR shall pay the direct and indirect costs incurred by CITY in maintaining billing operations for CONTRACTOR's Customers within the CITY, as described in Section 8 herein (the "Billing Charge"). The initial Billing Charge shall be a sum equal to twelve percent (12.0%) of all sums collected by City on behalf of CONTRACTOR or Affiliated Companies pursuant to this Agreement for each annual period, including any moneys received from governmental agencies,

including CITY, but excluding sums collected for the sale of Organic Waste Recycling Services. CITY may adjust the Billing Charge as necessary to reflect changes in CITY's costs by providing written notice to CONTRACTOR of the revised Billing Charge amount, provided that if CITY increases the Billing Charge, CITY shall increase its rates by the amount necessary to pass through the increase in the Billing Charge. The Franchise Fee and Billing Charge shall be calculated against gross revenues simultaneously, so that both the Franchise Fee and Billing Charge are calculated before deduction of either the Franchise Fee or Billing Charge. CONTRACTOR understands and acknowledges that CITY is providing billing services under contract, and that CITY will not be responsible for amounts that are billed but not collected.

The parties further agree that Section 6(h) shall be inserted as follows:

1. At a date to be determined by CITY and CONTRACTOR and with a minimum of one hundred and eighty (180) days' notice to CONTRACTOR, CONTRACTOR shall provide Organic Waste Recycling Services within the CITY to Organic Waste Recycling Services Customers. CONTRACTOR shall collect the Organic Waste that has been placed, kept, or accumulated in containers provided by CONTRACTOR specifically for the collection Organic Waste once per week. CONTRACTOR shall bill the CITY for Organic Waste Recycling Services at the rates set forth in Exhibit B, attached hereto. CONTRACTOR shall make available additional Containers to any Organic Waste Recycling Customer who requests additional Containers at rates set forth in Exhibit B.
2. CONTRACTOR and CITY agree that it is in the best interest of Organic Waste Recycling Customers to limit the costs of processing Organic Waste to the extent reasonably feasible. CONTRACTOR and CITY agree to work together in good faith to create the potential for CONTRACTOR to open an Organic Waste processing facility in or within ten miles of the CITY, or to develop another reasonable alternative to reduce the costs of processing Organic Waste in the City. CONTRACTOR and CITY further agree at a later date to negotiate in good faith the terms and conditions that will determine the feasibility of opening of such facility or reasonable alternative, including but not limited to the facility's permitting, design, construction, operation, and Organic Waste processing fees.
3. After January 1, 2020, in the event of (i) a change of law that materially increases or decreases CONTRACTOR'S cost of providing Organic Waste Recycling Services; (ii) the opening or closing of an Organic Waste processing facility operated by the CITY, CONTRACTOR, or affiliate of CONTRACTOR within ten miles of the CITY; (iii) an annual change in the number of Organic Waste Recycling Customers in the City, or in the tons of Organic Waste handled by CONTRACTOR in the City, of plus or minus 50%

over a 1-year period, or plus or minus 60% over a rolling 3-year period; or (iv) the party's development/negotiation of another reasonably feasible alternative for processing Organic Waste, the parties agree to negotiate in good faith to adjust the rates set forth in Exhibit B.

5. Additional Terms for Recycling Services. In order to ensure continued compliance with AB32 and AB341, and to increase diversion of Solid Waste, CONTRACTOR shall provide collection services for Recyclable Material to all Commercial Premises that generate more than four cubic yards of commercial solid waste per week and all Multi-Unit Residential Premises of five units or more at the rates set forth in Exhibit A hereto beginning on a date to be mutually determined by CITY and CONTRACTOR in good faith.

The parties further agree that Section 6(d)(iii) shall be inserted as follows:

Specifications for all Recyclable Materials. Recyclable Materials shall comply with any and all written specifications provided by CONTRACTOR in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the CITY is rejected by the recycling facility because it does not meet the CONTRACTOR's written specifications, CONTRACTOR will notify the CITY and the CITY may in its discretion arrange for the Recyclable Materials to be disposed of by a third party or pay any reasonable and actual out-of-pocket costs incurred by CONTRACTOR due to Recyclable Materials not meeting CONTRACTOR's written specifications and upon CONTRACTOR's proof thereof to CITY, including CONTRACTOR's out-of-pocket costs to transport and dispose of the materials elsewhere. If market conditions develop that limit or inhibit CONTRACTOR from selling some or all of the Recyclable Materials, CONTRACTOR may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Materials in a landfill and update (subject to the CITY's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed) the CITY's rates accordingly. To the extent market conditions for Recyclable Materials creates improved demand for said Materials, either CONTRACTOR or CITY may re-open negotiations regarding rates charged by CONTRACTOR relating to collection and disposal of Recyclable Materials.

6. On-Demand Residential Bulk Household Waste Curbside Collection. The Parties agree that Section 7(a) shall be replaced in its entirety with the following:

Not less than six (6) times a year, each Residential Customer shall be entitled to place an unlimited number of Bulk Household Waste for curbside pickup at no additional charge to the Customer or City. A Residential Customer who wishes to place Bulk Household Waste for collection shall contact Contractor at least forty-eight (48) hours prior to the scheduled pickup to inform CONTRACTOR that

Bulk Household Waste pickup is requested and the number and type of Bulk Household Waste items to be picked up.

7. City Facilities and Community Clean-ups. The Parties agree that Section 7(b) shall be replaced in its entirety with the following:

b. City Facilities And Community Clean-ups

CONTRACTOR shall, upon written request by CITY, provide Front-Loading Bins and related collection, transportation and disposal services at the CITY Facilities described on Exhibit C as frequently as requested by CITY. CONTRACTOR shall, upon written request of CITY, provide up to twenty (20) Roll-Off Bins at any CITY Facility designated by CITY and shall provide related collection, transportation and disposal services for the Roll-Off Bins as requested by CITY. The number and location of the Front-Loading Bins and the location of the Roll-Off Bins shall be changed by CONTRACTOR upon receipt of written notice from the City Manager or his designee regarding such changes.

In addition to use for CITY Facilities, CITY will designate not more than one of the roll-off bins at a City-designated location (provided appropriate environmental permitting can be obtained and use for the following purpose complies with all applicable laws) for residential disposal of bulk items. This designated location, at the City's sole expense, shall be guarded, maintained and protected at all times in a manner sufficient to prevent the disposal of Hazardous Waste, including household Hazardous Waste, in the roll-off bin. At a minimum, such protection includes a staff person supervising the disposal of items and waste into the roll-off bins during the hours that the designated location is open, and an adequate fence with locked gate sufficiently far from the roll-off bin so as to not allow items to be thrown in the bin from beyond the fence when the location is not open to the public.

In addition to use at CITY Facilities, the City may designate roll-off bins for community clean-up events where a roll-off bin is placed by CONTRACTOR in a different residential zone for residents to bring bulk items once every quarter (maximum 4 clean-ups per year). Each clean-up will last no more than 8 hours to ensure that Hazardous Waste, including household Hazardous Waste, is not placed in the roll-off bins.

The CITY may amend Exhibit C by adding or deleting CITY Facilities upon written notice to CONTRACTOR. CITY shall not be required to make payments to CONTRACTOR for such provision and service.

8. Collection Equipment. The Parties agree that the following provision shall be added to the end of Section 9:

To further enhance recycling programs, and with the goal of reducing contamination of recycling containers, no later than sixty (60) after the execution

of this agreement for the Third Extended Term , CONTRACTOR shall ensure that all Commercial Premises Recycling Container lids will be educational lids describing what Recyclable Materials are to be placed in the Recycling Containers and what Solid Waste is not to be placed in Recycling Containers. The current Recycling Containers for Commercial Premises will either receive new lids, or be replaced with new Recycling Containers with the educational lids. Any new Commercial Premises account will receive Recycling Containers with the educational lid. Over the period of the Exclusive Franchise Agreement, Residential Premises Recycling Containers that require replacement will receive Recycling Containers with educational lids.

9. Capitalized Terms/Conflict. Capitalized terms used but not otherwise defined in this Ordinance shall have the meanings assigned to them in the Exclusive Franchise Agreement. In the case of a conflict in meaning between the Exclusive Franchise Agreement and this Ordinance, this Ordinance shall prevail.
10. Continuing Effect. Except as expressly modified or amended by this Ordinance, all terms and provisions of the Exclusive Franchise Agreement shall remain in full force and effect.
11. CONTRACTOR'S Acceptance. Acceptance of this Ordinance shall be reflected by CONTRACTOR'S execution of Attachment A – Written Acceptance of "Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC and Ordinance No. 531-AC, both of which relate to an exclusive franchise Agreement with Allied Waste Transportation, Inc. for the Collection and Handling of Solid Waste". This Ordinance shall be accepted by CONTRACTOR within thirty days after passage of the Ordinance, and shall be effective upon the date of execution on behalf of CONTRACTOR.

SECTION 3. Pursuant to Government Code section 36937, this Urgency Ordinance shall become effective immediately upon adoption.

PASSED, APPROVED, AGREED TO BY CITY, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the March 12, 2019 (the "Effective Date")

Jeff Williams, Mayor

(SEAL)

ATTEST: _____

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A**Needles Commercial Bin Rates**

Frequency	Size				
	1.5	2	3	4	6
1	80.31	98.02	133.38	168.76	239.45
2	160.62	196.04	266.76	337.52	478.90
3	240.93	294.06	400.14	506.28	718.35
4	321.24	392.08	533.52	675.04	957.80
5	401.55	490.10	666.90	843.80	1,197.25
6	481.86	588.12	800.28	1,012.56	1,436.70

Needles Commercial Cart Rates (Trash)

Frequency	1-95 Gal	2-95 Gal	3-95 Gal
1	23.73	47.46	71.19
2	47.46	94.92	142.38
3	71.19	142.38	213.57
4	94.92	189.84	284.76
5	118.65	237.30	355.95
6	142.38	284.76	427.14

Needles Commercial Cart Rates (Recycling)**Commercial or
Multi-Family**

Frequency	1-95 Gal	2-95 Gal	3-95 Gal	196 Gal
1	23.73	47.46	71.19	47.46
2	47.46	94.92	142.38	94.92
3	71.19	142.38	213.57	
4	94.92	189.84	284.76	
5	118.65	237.30	355.95	
6	142.38	284.76	427.14	

Needles Commercial Cardboard Recycling Rates

Frequency	Size	
	3	6
1	40.00	80.00

Needles Residential Rates

(1 Trash and 1 Recycling Service = 2 x a week)

2 x a week pick up 1 cart	\$ 21.90
2 x a week pick up 2 cart	\$ 43.80
2 x a week pick up 3 cart	\$ 65.70
2 x a week pick up 4 cart	\$ 87.60
Recycle carts	\$ 1.00
Recycle carts Beginning 1/1/19	\$ 2.00

All rates are for monthly service

Exhibit B

City of Needles Pricing

ORGANIC WASTE RECYCLING SERVICES

Once a Week Service

Number of Organic Waste Recycling Customers 70

COST COMPONENTS OF ORGANIC WASTE RECYCLING SERVICES

Route Time (Hours)	8.5
Disposal Time (Hours)	6
Total Route + Disposal Time	14.5
Route Cost (Per Hour)	\$94.38
Route Cost (Per Week)	\$1,368.51
Annual Cost (Annual)	<u>\$71,162.52</u>

Estimated Tons (week) @ 100 Lbs.	3.5
Disposal Fee (Per Ton)	\$30.00
Disposal Fee (Week)	\$105.00
Disposal Fee (Annual)	<u>\$5,460.00</u>

Total Cost of Organics Service (minimum)	\$76,622.52
Monthly Cost to City of Needles (minimum)	\$6,385.21
Cost to Customer Per Month (based on 70)	\$91.22

	Rate
Additional Cart Fee per Cart	\$49.00

The City will be charged monthly for the sum of all Additional Cart Fees plus the "Monthly Cost to City of Needles" or (B) the Cost to Customers Per Month divided by the Number of Organic Waste Recycling Customers Actually Served That Month.

Cost Spread to All Commercial Customers

City of Needles Pricing

ORGANIC WASTE RECYCLING SERVICES

Once a Week Service

Total Commercial Customers 170

COST COMPONENTS OF ORGANIC WASTE RECYCLING SERVICES

Route Time (Hours)	8.5
Disposal Time (Hours)	6
Total Route + Disposal Time	14.5
Route Cost (Per Hour)	\$94.38
Route Cost (Per Week)	\$1,368.51
Annual Cost (Annual)	<u>\$71,162.52</u>

Estimated Tons (week) @ 100 Lbs.	5
Disposal Fee (Per Ton)	\$30.00
Disposal Fee (Week)	\$150.00
Disposal Fee (Annual)	<u>\$7,800.00</u>

Total Cost of Organics Service (minimum)	\$78,962.52
Monthly Cost to City of Needles (minimum)	\$6,580.21
Cost to Customer Per Month (based on 170)	\$38.71

Note: The proposed cost is based on hauling material to a third party outside of Needles

The City will be charged monthly for the sum of all Additional Cart Fees plus the "Monthly Cost to City of Needles" or (B) the Cost to Customers Per Month divided by the Number of Organic Waste Recycling Customers Actually Serviced That Month.

Cost Spread to All Customers

City of Needles Pricing

ORGANIC WASTE RECYCLING SERVICES

Once a Week Service

Total Commercial Customers 170

Total Residential Customers 1580

COST COMPONENTS OF ORGANIC WASTE RECYCLING SERVICES

Route Time (Hours) 8.5

Disposal Time (Hours) 6

Total Route + Disposal Time 14.5

Route Cost (Per Hour) \$94.38

Route Cost (Per Week) \$1,368.51

Annual Cost (Annual) \$71,162.52

Estimated Tons (week) @ 100 Lbs. 5

Disposal Fee (Per Ton) \$30.00

Disposal Fee (Week) \$150.00

Disposal Fee (Annual) \$7,800.00

Total Cost of Organics Service (minimum) \$78,962.52

Monthly Cost to City of Needles (minimum) \$6,580.21

Cost to Customer Per Month (based on 1750) \$3.76

Note: The proposed cost is based on hauling material to a third party outside of Needles

The City will be charged monthly for the sum of all Additional Cart Fees plus the "Monthly Cost to City of Needles" or (B) the Cost to Customers Per Month divided by the Number of Organic Waste Recycling Customers Actually Served That Month

EXHIBIT C
CITY OF NEEDLES FACILITIES

<u>Facility</u>	<u>At</u>	<u>Receptacle</u>
Duke Watkins Park	#1 Army Road	1-90 gal. 2 x wk
Nikki Bunch Park	1720 J Street	1-90 gal. 2 x wk 1-2 yd. 1 x wk.
Public Works Yard	101 Cibola Street	1-90 gal. 2 x wk
Wastewater Plant	506 E. Broadway	1-1.5 yd. 1 x wk.
I-40 Texaco Station	2512 W. Broadway	1-1.5 yd. 1 x wk.
Cemetery	1705 E Broadway	1-6 yd. 1 x wk.
Needles Senior Center	1699 Bailey Avenue	1-3 yd. 2 x wk.
Parks & Rec.Maint	1100 Civic Center	1-4 yd. 2 x wk.
Aquatic Center	1101 Civic Center	1-4 yd. 2 x wk.
Fire Department	633 Front Street	2-90 gal. 2 x wk. 1-3 yd. 2 x wk.
Santa Fe Park	900 Front Street	1-3 yd. 1 x wk.
Roadside Park	1219 Front Street	1-4 yd. 2 x wk.
Golf Course	144 Marina Drive	2-3 yd. 3 x wk.
Jack Smith Park	River Road	3-3 yd. 3 x wk.
Golf Course Maintenance	101 River Road	1-6 yd. 1 x wk.
Pole Yard	803 Market Street	1-6 yd. @ req.
Wells 8, 10	810 K Street	1-6 yd. @ req
Ed Parry Park	River Street	1-3 yd. 1 x wk.
Maintenance Yard	112 Robuffa Street	1-6 yd 2 x wk.
Needles Electric	817 Third Street	1-6 yd 2 x wk.

DD

ATTACHMENT A

Written Acceptance of "Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC and Ordinance No. 531-AC, both of which relate to an exclusive franchise Agreement with Allied Waste Transportation, Inc. for the Collection and Handling of Solid Waste"

The "Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC and Ordinance No. 531-AC, both of which relate to an exclusive franchise Agreement with Allied Waste Transportation, Inc. for the Collection and Handling of Solid Waste" is accepted and approved without changes or modifications:

Allied Waste Transportation, Inc.

By: _____
Signature

Printed Name

Title: _____

Date: _____

ORDINANCE NO. 614-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING ORDINANCE NO. 481-AC AND ORDINANCE NO. 531-AC, BOTH OF WHICH RELATE TO AN EXCLUSIVE FRANCHISE AGREEMENT WITH ALLIED WASTE TRANSPORTATION, INC. FOR THE COLLECTION AND HANDLING OF SOLID WASTE

WHEREAS, by way of Ordinance No. 481-AC – “An Ordinance of the City Council of the City of Needles, California approving an exclusive franchise agreement between the City of Needles and Allied Waste Transportation, Inc. for the collection and handling of solid waste” (“Ordinance No. 481”), the City Council approved an exclusive franchise agreement between the City of Needles, a California Municipal corporation (the “CITY”) and Allied Waste Transportation, Inc., a Delaware corporation (“CONTRACTOR”) for the collection and handling of solid waste within the CITY (the “Original Franchise Agreement”); and

WHEREAS, the Original Franchise Agreement was amended by Ordinance No. 531-AC – “An Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC - An Ordinance of the City Council of the City of Needles, California approving an exclusive franchise agreement between the City of Needles and Allied Waste Transportation, Inc. for the collection and handling of solid waste” (the “First Amendment”); and

WHEREAS, the Original Franchise Agreement and First Amendment were amended by Ordinance No. 601-AC – “An Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC and Ordinance No. 531-ac, both of which relate to an exclusive franchise agreement with republic services (Allied Waste Transportation, Inc.) for the collection and handling of solid waste” (the “Second Amendment”) (together with the First Amendment and the Original Franchise Agreement, the “Exclusive Franchise Agreement”); and

WHEREAS, CITY and CONTRACTOR desire to extend the term of the Exclusive Franchise Agreement through July 1, 2028, with two additional, five-year options to extend the term of the Exclusive Franchise Agreement; and

WHEREAS, CITY and CONTRACTOR desire to have the CONTRACTOR provide organic waste recycling services toward the CITY’S compliance with the State of California’s Assembly Bill 1826; and

WHEREAS, CITY and CONTRACTOR desire to make certain additional changes to the Exclusive Franchise Agreement as set out in this Ordinance.

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

The CITY and CONTRACTOR agree to further amend the Exclusive Franchise Agreement for the collection and handling of solid waste as follows:

1. Term. The parties agree to extend the term of the Exclusive Franchise Agreement through July 1, 2028 (the "Third Extended Term"). Thereafter, the Exclusive Franchise Agreement may be renewed for two successive five-year terms upon the mutual consent of the CITY and the CONTRACTOR. This Section 1 shall have retroactive effect, as if the Second Extended Term never expired.
2. Contractor Rate. The rates for all services rendered pursuant to the Exclusive Franchise Agreement shall be as shown on Exhibit A attached hereto, subject to the rate adjustments and additional fees, costs, and other charges as set forth in the Exclusive Franchise Agreement. The rates shown on Exhibit A shall become effective on the Effective Date, as that term is defined below.
3. Annual Rate Adjustments. The parties agree that Section 8(d) of the Exclusive Franchise Agreement shall be replaced in its entirety with the following:

An annual rate adjustment will take effect on January 1st of each year based on the prior year's rates, commencing in 2020, in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the period of Nov 1st to Oct 31st of the prior year.

4. Organic Waste Recycling Services. The parties agree that the following definitions be added to Section 1 as follows:

Organic Waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

Organic Waste Recycling Services means the collection, transport, and processing of Organic Waste.

Organic Waste Recycling Services Customer means (i) Commercial Premises that are required by applicable law (including, but not limited to State of California AB 1826 (Chesbro)) to arrange for organic waste recycling service; and (ii) any Customer or public entity that requests Organic Waste Recycling Services.

The parties further agree that Section 2 of the Exclusive Franchise Agreement shall be replaced in its entirety with the following:

CITY grants to CONTRACTOR during the term of this Agreement the exclusive right and privilege (except to the extent that sale or donation of Recyclable Materials is permitted under this Agreement) to collect and transport to a CONTRACTOR selected Disposal Facility (or in the case of Recyclable Materials or Organic Waste, to a CONTRACTOR selected Processing Facility), Refuse, Recyclable Material, Construction Waste, and Organic Waste, all exclusive of Hazardous and Special Waste, produced, generated, kept and/or accumulated

within CITY limits as those limits may exist at any time during the term of this Agreement.

The parties further agree that Section 3(a) & (b) of the Exclusive Franchise Agreement shall be replaced in its entirety with the following:

- a. Franchise Fee. In consideration of this Agreement and the permit and franchise given CONTRACTOR under this Agreement, CONTRACTOR shall pay to CITY as an administration and franchise fee a sum equal to twelve percent (12.0%) of all sums collected by City on behalf of CONTRACTOR or Affiliated Companies, or directly collected by CONTRACTOR or Affiliated Companies pursuant to this Agreement for each annual period, exclusive of (a) payments received by CONTRACTOR or Affiliated Companies from the sale of Recyclable Material; and (b) revenue obtained from the sale of Organic Waste and/or Organic Waste Recycling Services; but including any moneys received from governmental agencies, including CITY ("Franchise Fee"). CITY may adjust the Franchise Fee from time to time, provided that if CITY increases the Franchise Fee, CITY shall increase the CONTRACTOR'S rates by the amount necessary to pass through the increase in the Franchise Fee.
- b. Billing Fee. In addition to the Franchise Fee, CONTRACTOR shall pay the direct and indirect costs incurred by CITY in maintaining billing operations for CONTRACTOR's Customers within the CITY, as described in Section 8 herein (the "Billing Charge"). The initial Billing Charge shall be a sum equal to twelve percent (12.0%) of all sums collected by City on behalf of CONTRACTOR or Affiliated Companies pursuant to this Agreement for each annual period, including any moneys received from governmental agencies, including CITY, but excluding sums collected for the sale of Organic Waste Recycling Services. CITY may adjust the Billing Charge as necessary to reflect changes in CITY's costs by providing written notice to CONTRACTOR of the revised Billing Charge amount, provided that if CITY increases the Billing Charge, CITY shall increase its rates by the amount necessary to pass through the increase in the Billing Charge. The Franchise Fee and Billing Charge shall be calculated against gross revenues simultaneously, so that both the Franchise Fee and Billing Charge are calculated before deduction of either the Franchise Fee or Billing Charge. CONTRACTOR understands and acknowledges that CITY is providing billing services under contract, and that CITY will not be responsible for amounts that are billed but not collected.

The parties further agree that Section 6(h) shall be inserted as follows:

1. At a date to be determined by CITY and CONTRACTOR and with a minimum of one hundred and eighty (180) days' notice to CONTRACTOR, CONTRACTOR shall provide Organic Waste Recycling Services within the CITY to Organic Waste Recycling Services Customers. CONTRACTOR shall

collect the Organic Waste that has been placed, kept, or accumulated in containers provided by CONTRACTOR specifically for the collection Organic Waste once per week. CONTRACTOR shall bill the CITY for Organic Waste Recycling Services at the rates set forth in Exhibit B, attached hereto. CONTRACTOR shall make available additional Containers to any Organic Waste Recycling Customer who requests additional Containers at rates set forth in Exhibit B.

2. CONTRACTOR and CITY agree that it is in the best interest of Organic Waste Recycling Customers to limit the costs of processing Organic Waste to the extent reasonably feasible. CONTRACTOR and CITY agree to work together in good faith to create the potential for CONTRACTOR to open an Organic Waste processing facility in or within ten miles of the CITY, or to develop another reasonable alternative to reduce the costs of processing Organic Waste in the City. CONTRACTOR and CITY further agree at a later date to negotiate in good faith the terms and conditions that will determine the feasibility of opening of such facility or reasonable alternative, including but not limited to the facility's permitting, design, construction, operation, and Organic Waste processing fees.
3. After January 1, 2020, in the event of (i) a change of law that materially increases or decreases CONTRACTOR'S cost of providing Organic Waste Recycling Services; (ii) the opening or closing of an Organic Waste processing facility operated by the CITY, CONTRACTOR, or affiliate of CONTRACTOR within ten miles of the CITY; (iii) an annual change in the number of Organic Waste Recycling Customers in the City, or in the tons of Organic Waste handled by CONTRACTOR in the City, of plus or minus 50% over a 1-year period, or plus or minus 60% over a rolling 3-year period; or (iv) the party's development/negotiation of another reasonably feasible alternative for processing Organic Waste, the parties agree to negotiate in good faith to adjust the rates set forth in Exhibit B.
5. Additional Terms for Recycling Services. In order to ensure continued compliance with AB32 and AB341, and to increase diversion of Solid Waste, CONTRACTOR shall provide collection services for Recyclable Material to all Commercial Premises that generate more than four cubic yards of commercial solid waste per week and all Multi-Unit Residential Premises of five units or more at the rates set forth in Exhibit A hereto beginning on a date to be mutually determined by CITY and CONTRACTOR in good faith.

The parties further agree that Section 6(d)(iii) shall be inserted as follows:

Specifications for all Recyclable Materials. Recyclable Materials shall comply with any and all written specifications provided by CONTRACTOR in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material received within the CITY is rejected

by the recycling facility because it does not meet the CONTRACTOR's written specifications, CONTRACTOR will notify the CITY and the CITY may in its discretion arrange for the Recyclable Materials to be disposed of by a third party or pay any reasonable and actual out-of-pocket costs incurred by CONTRACTOR due to Recyclable Materials not meeting CONTRACTOR's written specifications and upon CONTRACTOR's proof thereof to CITY, including CONTRACTOR's out-of-pocket costs to transport and dispose of the materials elsewhere. If market conditions develop that limit or inhibit CONTRACTOR from selling some or all of the Recyclable Materials, CONTRACTOR may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Materials in a landfill and update (subject to the CITY's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed) the CITY's rates accordingly. To the extent market conditions for Recyclable Materials creates improved demand for said Materials, either CONTRACTOR or CITY may re-open negotiations regarding rates charged by CONTRACTOR relating to collection and disposal of Recyclable Materials.

6. On-Demand Residential Bulk Household Waste Curbside Collection. The Parties agree that Section 7(a) shall be replaced in its entirety with the following:

Not less than six (6) times a year, each Residential Customer shall be entitled to place an unlimited number of Bulk Household Waste for curbside pickup at no additional charge to the Customer or City. A Residential Customer who wishes to place Bulk Household Waste for collection shall contact Contractor at least forty-eight (48) hours prior to the scheduled pickup to inform CONTRACTOR that Bulk Household Waste pickup is requested and the number and type of Bulk Household Waste items to be picked up.

7. City Facilities and Community Clean-ups. The Parties agree that Section 7(b) shall be replaced in its entirety with the following:

b. City Facilities And Community Clean-ups

CONTRACTOR shall, upon written request by CITY, provide Front-Loading Bins and related collection, transportation and disposal services at the CITY Facilities described on Exhibit C as frequently as requested by CITY. CONTRACTOR shall, upon written request of CITY, provide up to twenty (20) Roll-Off Bins at any CITY Facility designated by CITY and shall provide related collection, transportation and disposal services for the Roll-Off Bins as requested by CITY. The number and location of the Front-Loading Bins and the location of the Roll-Off Bins shall be changed by CONTRACTOR upon receipt of written notice from the City Manager or his designee regarding such changes.

In addition to use for CITY Facilities, CITY will designate not more than one of the roll-off bins at a City-designated location (provided appropriate environmental

permitting can be obtained and use for the following purpose complies with all applicable laws) for residential disposal of bulk items. This designated location, at the City's sole expense, shall be guarded, maintained and protected at all times in a manner sufficient to prevent the disposal of Hazardous Waste, including household Hazardous Waste, in the roll-off bin. At a minimum, such protection includes a staff person supervising the disposal of items and waste into the roll-off bins during the hours that the designated location is open, and an adequate fence with locked gate sufficiently far from the roll-off bin so as to not allow items to be thrown in the bin from beyond the fence when the location is not open to the public.

In addition to use at CITY Facilities, the City may designate roll-off bins for community clean-up events where a roll-off bin is placed by CONTRACTOR in a different residential zone for residents to bring bulk items once every quarter (maximum 4 clean-ups per year). Each clean-up will last no more than 8 hours to ensure that Hazardous Waste, including household Hazardous Waste, is not placed in the roll-off bins.

The CITY may amend Exhibit C by adding or deleting CITY Facilities upon written notice to CONTRACTOR. CITY shall not be required to make payments to CONTRACTOR for such provision and service.

8. Collection Equipment. The Parties agree that the following provision shall be added to the end of Section 9:

To further enhance recycling programs, and with the goal of reducing contamination of recycling containers, no later than sixty (60) after the execution of this agreement for the Third Extended Term, CONTRACTOR shall ensure that all Commercial Premises Recycling Container lids will be educational lids describing what Recyclable Materials are to be placed in the Recycling Containers and what Solid Waste is not to be placed in Recycling Containers. The current Recycling Containers for Commercial Premises will either receive new lids, or be replaced with new Recycling Containers with the educational lids. Any new Commercial Premises account will receive Recycling Containers with the educational lid. Over the period of the Exclusive Franchise Agreement, Residential Premises Recycling Containers that require replacement will receive Recycling Containers with educational lids.

9. Capitalized Terms/Conflict. Capitalized terms used but not otherwise defined in this Ordinance shall have the meanings assigned to them in the Exclusive Franchise Agreement. In the case of a conflict in meaning between the Exclusive Franchise Agreement and this Ordinance, this Ordinance shall prevail.
10. Continuing Effect. Except as expressly modified or amended by this Ordinance, all terms and provisions of the Exclusive Franchise Agreement shall remain in full force and effect.

11. CONTRACTOR'S Acceptance. Acceptance of this Ordinance shall be reflected by CONTRACTOR'S execution of Attachment A – Written Acceptance of "Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC and Ordinance No. 531-AC, both of which relate to an exclusive franchise Agreement with Allied Waste Transportation, Inc. for the Collection and Handling of Solid Waste". This Ordinance shall be accepted by CONTRACTOR within thirty days after passage of the Ordinance, and shall be effective upon the date of execution on behalf of CONTRACTOR.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on March 12, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

[Signatures Appear of the Following Page]

Jeff Williams, Mayor

(SEAL)

ATTEST: _____
City Clerk

PASSED, APPROVED, AGREED TO BY CITY, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the _____ (the "Effective Date")

Jeff Williams, Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A**Needles Commercial Bin Rates**

Frequency	Size				
	1.5	2	3	4	6
1	80.31	98.02	133.38	168.76	239.45
2	160.62	196.04	266.76	337.52	478.90
3	240.93	294.06	400.14	506.28	718.35
4	321.24	392.08	533.52	675.04	957.80
5	401.55	490.10	666.90	843.80	1,197.25
6	481.86	588.12	800.28	1,012.56	1,436.70

Needles Commercial Cart Rates (Trash)

Frequency	1-95 Gal	2-95 Gal	3-95 Gal
1	23.73	47.46	71.19
2	47.46	94.92	142.38
3	71.19	142.38	213.57
4	94.92	189.84	284.76
5	118.65	237.30	355.95
6	142.38	284.76	427.14

Needles Commercial Cart Rates (Recycling)**Commercial or
Multi-Family**

Frequency	1-95 Gal	2-95 Gal	3-95 Gal	196 Gal
1	23.73	47.46	71.19	47.46
2	47.46	94.92	142.38	94.92
3	71.19	142.38	213.57	
4	94.92	189.84	284.76	
5	118.65	237.30	355.95	
6	142.38	284.76	427.14	

Needles Commercial Cardboard Recycling Rates

Frequency	Size	
	3	6
1	40.00	80.00

Needles Residential Rates

(1 Trash and 1 Recycling Service = 2 x a week)

2 x a week pick up 1 cart	\$	21.90
2 x a week pick up 2 cart	\$	43.80
2 x a week pick up 3 cart	\$	65.70
2 x a week pick up 4 cart	\$	87.60
Recycle carts	\$	1.00
Recycle carts Beginning 1/1/19	\$	2.00

All rates are for monthly service

Exhibit B

City of Needles Pricing

ORGANIC WASTE RECYCLING SERVICES

Once a Week Service

Number of Organic Waste Recycling Customers 70

COST COMPONENTS OF ORGANIC WASTE RECYCLING SERVICES

Route Time (Hours)	8.5
Disposal Time (Hours)	6
Total Route + Disposal Time	14.5
Route Cost (Per Hour)	\$94.38
Route Cost (Per Week)	\$1,368.51
Annual Cost (Annual)	<u>\$71,162.52</u>

Estimated Tons (week) @ 100 Lbs.	3.5
Disposal Fee (Per Ton)	\$30.00
Disposal Fee (Week)	\$105.00
Disposal Fee (Annual)	<u>\$5,460.00</u>

Total Cost of Organics Service (minimum)	\$76,622.52
Monthly Cost to City of Needles (minimum)	\$6,385.21
Cost to Customer Per Month (based on 70)	\$91.22

	Rate
Additional Cart Fee per Cart	\$49.00

The City will be charged monthly for the sum of all Additional Cart Fees plus the "Monthly Cost to City of Needles" or (B) the Cost to Customers Per Month divided by the Number of Organic Waste Recycling Customers Actually Serviced That Month.

Cost Spread to All Commercial Customers

City of Needles Pricing

ORGANIC WASTE RECYCLING SERVICES

Once a Week Service

Total Commercial Customers 170

COST COMPONENTS OF ORGANIC WASTE RECYCLING SERVICES

Route Time (Hours)	8.5
Disposal Time (Hours)	6
Total Route + Disposal Time	14.5
Route Cost (Per Hour)	\$94.38
Route Cost (Per Week)	\$1,368.51
Annual Cost (Annual)	<u>\$71,162.52</u>

Estimated Tons (week) @ 100 Lbs.	5
Disposal Fee (Per Ton)	\$30.00
Disposal Fee (Week)	\$150.00
Disposal Fee (Annual)	<u>\$7,800.00</u>

Total Cost of Organics Service (minimum)	\$78,962.52
Monthly Cost to City of Needles (minimum)	\$6,580.21
Cost to Customer Per Month (based on 170)	\$38.71

Note: The proposed cost is based on hauling material to a third party outside of Needles

The City will be charged monthly for the sum of all Additional Cart Fees plus the "Monthly Cost to City of Needles" or (B) the Cost to Customers Per Month divided by the Number of Organic Waste Recycling Customers Actually Serviced That Month.

Cost Spread to All Customers

City of Needles Pricing

ORGANIC WASTE RECYCLING SERVICES

Once a Week Service

Total Commercial Customers	170
Total Residential Customers	1580
<u>COST COMPONENTS OF ORGANIC WASTE RECYCLING SERVICES</u>	
Route Time (Hours)	8.5
Disposal Time (Hours)	6
Total Route + Disposal Time	14.5
Route Cost (Per Hour)	\$94.38
Route Cost (Per Week)	\$1,368.51
Annual Cost (Annual)	<u>\$71,162.52</u>
Estimated Tons (week) @ 100 Lbs.	5
Disposal Fee (Per Ton)	\$30.00
Disposal Fee (Week)	\$150.00
Disposal Fee (Annual)	<u>\$7,800.00</u>
Total Cost of Organics Service (minimum)	\$78,962.52
Monthly Cost to City of Needles (minimum)	\$6,580.21
Cost to Customer Per Month (based on 1750)	\$3.76

Note: The proposed cost is based on hauling material to a third party outside of Needles

The City will be charged monthly for the sum of all Additional Cart Fees plus the "Monthly Cost to City of Needles" or (B) the Cost to Customers Per Month divided by the Number of Organic Waste Recycling Customers Actually Serviced That Month

EXHIBIT C
CITY OF NEEDLES FACILITIES

<u>Facility</u>	<u>At</u>	<u>Receptacle</u>
Duke Watkins Park	#1 Army Road	1-90 gal. 2 x wk
Nikki Bunch Park	1720 J Street	1-90 gal. 2 x wk 1-2 yd. 1 x wk.
Public Works Yard	101 Cibola Street	1-90 gal. 2 x wk
Wastewater Plant	506 E. Broadway	1-1.5 yd. 1 x wk.
I-40 Texaco Station	2512 W. Broadway	1-1.5 yd. 1 x wk.
Cemetery	1705 E Broadway	1-6 yd. 1 x wk.
Needles Senior Center	1699 Bailey Avenue	1-3 yd. 2 x wk.
Parks & Rec.Maint	1100 Civic Center	1-4 yd. 2 x wk.
Aquatic Center	1101 Civic Center	1-4 yd. 2 x wk.
Fire Department	633 Front Street	2-90 gal. 2 x wk. 1-3 yd. 2 x wk.
Santa Fe Park	900 Front Street	1-3 yd. 1 x wk.
Roadside Park	1219 Front Street	1-4 yd. 2 x wk.
Golf Course	144 Marina Drive	2-3 yd. 3 x wk.
Jack Smith Park	River Road	3-3 yd. 3 x wk.
Golf Course Maintenance	101 River Road	1-6 yd. 1 x wk.
Pole Yard	803 Market Street	1-6 yd. @ req.
Wells 8, 10	810 K Street	1-6 yd. @ req
Ed Parry Park	River Street	1-3 yd. 1 x wk.
Maintenance Yard	112 Robuffa Street	1-6 yd 2 x wk.
Needles Electric	817 Third Street	1-6 yd 2 x wk.

DD

ATTACHMENT A

Written Acceptance of "Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC and Ordinance No. 531-AC, both of which relate to an exclusive franchise Agreement with Allied Waste Transportation, Inc. for the Collection and Handling of Solid Waste"

The "Ordinance of the City Council of the City of Needles, California, Amending Ordinance No. 481-AC and Ordinance No. 531-AC, both of which relate to an exclusive franchise Agreement with Allied Waste Transportation, Inc. for the Collection and Handling of Solid Waste" is accepted and approved without changes or modifications:

Allied Waste Transportation, Inc.

By: _____
Signature

Printed Name

Title: _____

Date: _____



City of Needles

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

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

Proposition 218 Meeting Notes:

January 28, 2019 at 4:00 p.m.

1 community member in attendance.

Question asked: Why are my rates going up by \$2.00?

Answer: Our trash hauler Republic provides a range of solid waste and recycling handling services. The fees charged by Republic include the costs for collection, transportation and handling of solid waste, recycling items, and construction debris for commercial, industrial and residential properties within the City Limits.

Republic currently provides for collection, transportation and handling of recyclable materials at no charge. However, due to the increased processing costs due to commodities prices also referred to as "China Sword", and state mandates, those fees need to be increased.

February 4, 2019 at 5:00 p.m.

1 community member in attendance.

Question asked: Why are my rates going up by \$2.00?

Answer: Our trash hauler Republic provides a range of solid waste and recycling handling services. The fees charged by Republic include the costs for collection, transportation and handling of solid waste, recycling items, and construction debris for commercial, industrial and residential properties within the City Limits.

Republic currently provides for collection, transportation and handling of recyclable materials at no charge. However, due to the increased processing costs due to commodities prices also referred to as "China Sword", and state mandates, those fees need to be increased.

Question asked: Would a recycling center meet state mandates?

Answer: No, state law mandated AB 939 which set the state-wide goal of 75% diversion by 2020. Redemption Facilities focus primarily on items with a CRV value (aluminum cans, plastic bottles ect..). The City's residential and commercial mixed recycling containers allow for many other items to be collected such as; newspapers, cardboard boxes, toilet paper tubes, magazines, junk mail, plastic containers, Tin/Steel cans. Mixed recycling containers are the most cost effective solution and provide more material to be collected to meet the state mandate of 75% diversion.

Question asked: What is the cities contamination rate?

Answer: The City currently has a 40% contamination rate and is working with Republic to provide education and outreach to the community. New lids will be provided to customers to help identify solid waste vs recyclables.

Question asked: What is China Sword?

Answer: In its simplest form, the Chinese National Sword is the country's latest and strictest regulation on imports of solid wastes as raw materials. The policy bans various plastic, paper

and solid waste, including plastics such as PET, PE, PVC and PS. It also sets a much tougher standard on the limit of contamination in scrap plastic, zorba and other metals allowed in a shipment – increasing from 90-95 percent purity to 99.5 percent. The price for commodities has decreased making recyclables less valuable.

Question asked: What are the changes to the contract?

Answer: The major proposed changes are;

Residential Bulk Household Waste Curbside Collection

Increased Residential customer entitlements of pick-ups from three (3) to six (6) and place an unlimited number of Bulk Household Items. Customers must place pickup at least forty-eight (48) hours prior and the number and type of items must be listed.

Lid Change out Program

In an effort to reduce the City's 40% contamination rate, educational lids with picture images of acceptable and non-acceptable items will be placed on all recycling containers.

City Facilities and Community Clean-ups

The number of City requested roll-offs was increased from twelve (12) to twenty (20) to facilitate the following;

- Community clean-up events where a roll-off bin is placed by the City in a different residential zone for residents to bring bulk items once every quarter (maximum 4 clean-ups per year.) Each clean-up will last no more than 8 hours to ensure that household Hazardous Waste is not placed in the roll off bins.
- One roll off bin at a City-designated location to mimic a transfer station. Must have adequate fence with locked gate. Waste disposal will need to be supervised.

Mandatory Organics Recycling (MOR) AB1826

The proposed contract includes verbiage to develop/negotiate a reasonable feasible alternative of implementing a Mandatory Organics Recycling (MOR) AB1826 program. Organic waste recycling services is the collection, transport, and processing of organic waste.

Research and negotiations will continue and possible solutions are hauling to a third party, preparing a feasibility study for a local Research Composting Facility, or an Organic Wastewater Treatment of Organics.

Recyclable Materials

The proposed contract includes verbiage that to the extent market conditions for Recyclable Materials creates improved demand for materials; the City may re-open negotiations regarding rates.

Solid Waste Services

The proposed new 10-year term (through 2028) all solid rates within the City will remain unchanged.

Question asked: To meet the state law requirements AB 826 for organics is the city looking at a composting facility?

Answer: Yes, the proposed contract includes verbiage to allow the City and the hauler to continue development/negotiate a reasonable feasible solution.

Question asked: How is the 75% reduction in waste being diverted to the landfill being tracked?

Answer: CalRecycle uses a diversion rate which is based on diversion totals and per capital for each jurisdiction. Each year the City is compared to prior years disposal numbers to current.

Question asked: Is there a code enforcement effort to fine individuals who are not complying?

Answer: The City is showing a good faith effort in rolling out state mandates. The City will start with education and outreach to educate community members on compliance.

February 15, 2019 at 9:00 a.m.

2 community members in attendance.

Question asked: Why are my rates going up by \$2.00?

Answer: Our trash hauler Republic provides a range of solid waste and recycling handling services. The fees charged by Republic include the costs for collection, transportation and handling of solid waste, recycling items, and construction debris for commercial, industrial and residential properties within the City Limits.

Republic currently provides for collection, transportation and handling of recyclable materials at no charge. However, due to the increased processing costs due to commodities prices also referred to as "China Sword", and state mandates, those fees need to be increased.

Question asked: How can we tighten down on properly sorting recycling items vs solid waste?

Answer: City has a 40% contamination rate and is working with Republic to provide education and outreach to the community. New lids will be provided to customers to help identify solid waste vs recyclables.

Question asked: What were the meeting dates for the Prop 218 Meetings?

Answer: January 28, 2019 at 4:00 p.m.

February 4, 2019 at 5:00 p.m.

February 15, 2019 at 9:00 a.m.

February 20, 2019 at 12:00 p.m.

Question asked: What is China Sword?

Answer: In its simplest form, the Chinese National Sword is the country's latest and strictest regulation on imports of solid wastes as raw materials. The policy bans various plastic, paper and solid waste, including plastics such as PET, PE, PVC and PS. It also sets a much tougher standard on the limit of contamination in scrap plastic, zorba and other metals allowed in a shipment – increasing from 90-95 percent purity to 99.5 percent. The price for commodities has decreased making recyclables less valuable.

February 20, 2019 at 12:00 p.m.

3 community members in attendance.

Question asked: Why are my rates going up by \$2.00?

Answer: Our trash hauler Republic provides a range of solid waste and recycling handling services. The fees charged by Republic include the costs for collection, transportation and handling of solid waste, recycling items, and construction debris for commercial, industrial and residential properties within the City Limits.

Republic currently provides for collection, transportation and handling of recyclable materials at no charge. However, due to the increased processing costs due to commodities prices also referred to as “China Sword”, and state mandates, those fees need to be increased.

Question asked: Can community members haul their own trash?

Answer: No. City of Needles and Republic have had an exclusive franchise agreement since the beginning of the contract. The franchise agreement gives exclusive right to operate the business in our jurisdiction and have access to use City roads and easements. In addition, the Needles Public Utility Authority (NPUA) has sanitation services listed in the terms and conditions, all accounts are required to have service.

Question asked: Why can residents elect to obtain smaller containers and have less than 1 collection a week. An example would be a monthly collection or bi-weekly.

Answer: There is a base cost to provide solid and recycling services to the customer. Each customer pays the same rate regardless if containers are not placed out each week.

The City recommend to Council to leave solid rates unchanged, if the City was going to charged based on the number of times each customers puts out a container a single household would pay less and a family of five (5) would bear most of the cost. In addition, the City has several seasonal visitors and they would elect to cancel service and not contribute to the cost of having the service.

Question asked: The calculation of the fee every resident pays is based off of size and frequency of collections?

Answer: Yes, every costumer has a 96-gallon trash can that is picked up once a week. Customers can elect for more picks up if needed.

Question asked: What is China Sword?

Answer: In its simplest form, the Chinese National Sword is the country’s latest and strictest regulation on imports of solid wastes as raw materials. The policy bans various plastic, paper and solid waste, including plastics such as PET, PE, PVC and PS. It also sets a much tougher standard on the limit of contamination in scrap plastic, zorba and other metals allowed in a shipment – increasing from 90-95 percent purity to 99.5 percent. The price for commodities has decreased making recyclables less valuable.

Question asked: Can the Mayor send a letter to the governor to postpone the recycling mandate till commodities markets improve?

Answer: Yes, correspondences need to be sent to lobbyist to enact legislature to change current laws.

Question asked: Can seniors get a reduced rate?

Answer: All types of customers pay the same flat rate for sanitation services. Rates are structure only by the following customer classes; residential and commercial.

Question asked: Can a break be given to rate payers by cannabis revenue collected by the City?

Answer: The City Council can elect how the cannabis revenue is allocated.



City of Needles

Proposition 218 Notice Solid Waste and Recycling Handling Services

February 20, 2019



Why did you receive a 218 Notice?

This notice is being furnished to you by the City of Needles pursuant to California Constitution Article XIID (also known as "Proposition 218"). Under the terms of Proposition 218, the City is required to notify property owners of proposed changes to property-related fees such as Solid Waste and Recycling Services. This serves as notice that the City Council will hold a public hearing at the above-mentioned date, time, and location to consider changes to its current solid waste and recycling handling services.



Why are rate increases required?

The City's legal mandate is to provide refuse removal services in compliance with local, state and federal laws and regulations. The City's goal is to meet all legal requirements while providing dependable and high-quality service to our customers.

The rates associated with services provided by Allied have increased for reasons including, but not limited to, to the following:

- (1) Compliance with state-mandated diversion and recycling requirements, both of these laws guide the City's Recycling programs to meet the State-wide goal of 75% diversion of recycling material by 2020.

Mandatory Commercial Recycling:

CA State Law Assembly Bill 341 mandates that all CA businesses (including public entities) generating four (4) or more cubic yards of waste per week and multi-family residential dwellings of five (5) units or more must arrange for recycling services. AB 341 went into effect July 1, 2012. It established a State-wide goal that 75% of solid waste generated be source reduced, recycled, or composted by the year 2020 and every year thereafter.

Residential Curbside Recycling Program:

In 1989, The California State Legislature signed Assembly Bill 939 into law that mandated every local jurisdiction in California to reduce their 1990 baseline waste by 25% by the year 1995, by 50% by the year 2000 and now 75% by 2020. The curbside program was developed to divert additional material.

- (2) Increases in recycling processing costs due to dramatic shifts in the recycling commodities market caused in large part by recent changes in Chinese policy commonly referred to as "China Sword."



What are the proposed rates?

The following are the proposed new monthly rates for Commercial Recyclable Material service:

Needles Commercial Cart Rates (Recycling)				Commercial or Multi-Family
Frequency	1-95 Gal	2-95 Gal	3-95 Gal	196 Gal
1	\$ 23.73	\$ 47.46	\$ 71.19	\$ 47.46
2	\$ 47.46	\$ 94.92	\$ 142.38	\$ 94.92
3	\$ 71.19	\$ 142.38	\$ 213.57	
4	\$ 94.92	\$ 189.84	\$ 284.76	
5	\$ 118.65	\$ 237.30	\$ 355.95	
6	\$ 142.38	\$ 284.76	\$ 427.14	

The following are the proposed new monthly rates for Commercial Cardboard recycling service:

Needles Commercial Cardboard Recycling Rates		
Frequency	Size	
1	3 CU Yard	\$ 40.00
	6 CU Yard	\$ 80.00

Monthly Rate for Residential Recycle Carts: \$2.00/month



What are the proposed rates?

Annual Adjustment of Service Rates

An annual rate adjustment will take effect on January 1st of each year, commencing in 2020, in an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by the United States Department of Labor, Bureau of Statistics (the "CPI"). For the CPI calculation, rates will be adjusted using the period of Nov 1st to Oct 31st.

In addition to the above new rates, the following rates are currently in place, and will be affected by the proposed CPI increase commencing on January 1, 2020; The following are current rates:

Needles Residential Rates	
[1 Trash and 1 Recycling Service - 2 x a week]	
2 x a week pick up 1 cart	\$ 24.39
2 x a week pick up 2 cart	\$ 48.78
2 x a week pick up 3 cart	\$ 73.17
2 x a week pick up 4 cart	\$ 97.56

Needles Residential Bin Rates		
Frequency	Size	
	1.5 CU Yard	3 CU Yard
1	\$ 89.47	\$ 148.55



What are the proposed rates?

Annual Adjustment of Service Rates (Continue)

Needles Commercial Cart Rates (Solid Waste)			
Frequency	1-95 Gal	2-95 Gal	3-95 Gal
1	\$ 26.44	\$ 52.88	\$ 79.32
2	\$ 52.88	\$ 105.76	\$ 158.64
3	\$ 79.32	\$ 158.64	\$ 237.96
4	\$ 105.76	\$ 211.52	\$ 317.27
5	\$ 132.20	\$ 264.40	\$ 396.60
6	\$ 158.64	\$ 317.28	\$ 475.92

Needles Commercial Bin Rates (Solid Waste)					
Frequency	Size				
	1.5	2	3	4	6
1	\$ 89.47	\$ 109.20	\$ 148.51	\$ 187.98	\$ 266.73
2	\$ 178.94	\$ 218.40	\$ 297.02	\$ 375.96	\$ 533.46
3	\$ 268.41	\$ 327.60	\$ 445.53	\$ 563.94	\$ 800.19
4	\$ 357.88	\$ 436.80	\$ 594.04	\$ 751.92	\$ 1,066.92
5	\$ 447.35	\$ 546.00	\$ 742.55	\$ 939.98	\$ 1,333.65
6	\$ 536.82	\$ 655.20	\$ 891.06	\$ 1,127.88	\$ 1,600.38



What are the proposed contract changes?

Residential Bulk Household Waste Curbside Collection

- Increased Residential customer entitlements of pick-ups from three (3) to six (6) and place an unlimited number of Bulk Household Items. Customers must place pickup at least forty-eight (48) hours prior and the number and type of items must be listed.

Lid Change out Program

- In an effort to reduce the City's 40% contamination rate, educational lids with picture images of acceptable and non-acceptable items will be placed on all recycling containers.

City Facilities and Community Clean-ups

- The number of City requested roll-offs was increased from twelve (12) to twenty (20) to facilitate the following;
- Community clean-up events where a roll-off bin is placed by the City in a different residential zone for residents to bring bulk items once every quarter (maximum 4 clean-ups per year.) Each clean-up will last no more than 8 hours to ensure that household Hazardous Waste is not placed in the roll off bins.
- One roll off bin at a City-designated location to mimic a transfer station. Must have adequate fence with locked gate. Waste disposal will need to be supervised.

Mandatory Organics Recycling (MOR) AB1826

- The proposed contract includes verbiage to develop/negotiate a reasonable feasible alternative of implementation a Mandatory Organics Recycling (MOR) AB1826 program. Organic waste recycling services is the collection, transport, and processing of organic waste.
- Research and negotiations will continue and possible solutions are hauling to a third party, preparing a feasibility study for a local Research Composting Facility, or an Organic Wastewater Treatment of Organics.

Recyclable Materials

- The proposed contract includes verbiage that to the extent market conditions for Recyclable Materials creates improved demand for materials; the City may re-open negotiations regarding rates.

Solid Waste Services

- The proposed new 10-year term (through 2028) all solid rates within the City will remain unchanged.



What is the proposed term?

The proposed Fourth Amendment would extend the Exclusive Franchise Agreement through **July 1, 2028**. Thereafter, the Exclusive Franchise Agreement may be renewed for two successive five-year terms upon mutual consent of the City and Allied.



What is the public hearing?

City Council will conduct a public hearing at a regular meeting held on
March 12, 2019

Any property owner or any tenant directly responsible for the payment of solid waste and recycling handling fees may submit a written protest to the proposed increases; however, only one protest will be counted per identified parcel.

Any written protest must: (1) state the specific rate increase for which the protest is being submitted in opposition; (2) provide the location of the identified parcel (by assessor's parcel number or street address); and (3) include the name and signature of the property owner or customer of record submitting the protest.

A written protest may be submitted by mail or in person to the City Clerk at City of Needles, 817 Third Street, California 92363, or at the Public Hearing, so long as they are received prior to the conclusion of the public input portion of the Public Hearing. Any protest submitted via e-mail or other electronic means will not be accepted. Please identify on the front of the envelope for any written protest, whether mailed or submitted in person to the City Clerk, that the enclosed protest is for the Public Hearing on the Proposed Increases for solid waste and recycling handling services.

Please note: A protest may not be filed if your property does not have access to solid waste or recycling services. Therefore if you received this notice in error please disregard. Thank you.



QUESTIONS?

Contact: Rainie Torrance (760)326-5700
X140 rtorrance@cityofneedles.com



City of Needles, California Request for Council Action

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

Meeting Date: March 12, 2019

Title: Water Chevrolet 2500 Vehicle Purchase

Background: The water department requested a new vehicle for the crew members. Staff conducted a formal invitation for seal bids for the purchase of a new Chevrolet 2500 utility truck with rack in February 2019.

The Board of Public Utilities approved the recommended action on March 5, 2019.

Fiscal Impact: The water department has \$86,409.42 available in the vehicle replacement fund.

Recommended Action: Authorize use of \$37,115.68 from the Water Vehicle Replacement Fund.

Submitted By: Rainie Torrance, Senior Accountant

City Management Review: Rick

Date: 3/6/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 3



CITY OF NEEDLES

**INVITATION FOR SEALED BIDS
FOR**

One (1) Chevrolet 2500 Utility Truck with Rack

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

Bid Form

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

DATE: 2/18/19

In compliance with the Invitation for Sealed Bids for One (1) Chevrolet 2500 Utility Truck with Rack 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) Chevrolet 2500 Utility Truck with Rack.

MANUFACTURER: Chevrolet
MODEL NUMBER: CC25953 (2500HD Silverado LWB 2WD Double Cab)
DELIVERY DATE: July 9th 2019
One hundred eighty (180) days or less from the date City Issues Purchase Order

Note: please provide a picture of the proposed vehicle with the bid.

TOTAL BID PRICE PER TRUCK \$ 33,638³⁵/100

Total Bid Price includes California Sales Tax, California Tire Recycling Fee, DMV documentation fees, freight, and delivery charges but excludes Federal Excise Tax, if any.

TOTAL BID PRICE \$ 33,638³⁵/100

Total Bid Price includes California Sales Tax, California Tire Recycling Fee, DMV documentation fees, freight, and delivery charges but excludes Federal Excise Tax, if any.

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

BIDDER'S COMPANY

Findlay Motor Co.

PRINT NAME - AUTHORIZED

Nathan Wright.

ADDRESS

2565 Laughlin View Drive
Bullhead City Az 86429

AUTHORIZED SIGNATURE

[Signature]

TELEPHONE NUMBER

928-754-3400

ARE YOU CLAIMING A LOCAL BUSINESS PREFERENCE? YES X NO

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

THIS PAGE MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL FORMS

Specifications Compliance - Continued

Comments:

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

This will be an out of State delivery for me
please add your sales tax to our price. All other
Cost Included

I have included Build sheets for Truck + Body
in Package

Note: We can add a Vise Bracket and Bench Vise
if you wish. Vise Bracket - \$304.00
Vise (Bench style) \$345.00

G80 : Differential, heavy-duty locking rear
 GEH : GVWR, 9500 lbs. (4309 kg)
 GT5 : Rear axle, 4.10 ratio
 IOB : Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo
 JL1 : Trailer brake controller, integrated
 K34 : Cruise control, steering wheel-mounted
 K47 : Air cleaner, high-capacity
 KC4 : Cooling, external engine oil cooler
 KG4 : Alternator, 150 amps
 KNP : Cooling, auxiliary external transmission oil cooler
 L96 : Engine, Vortec 6.0L Variable Valve Timing V8 SFI, F85-compatible, FlexFuel
 MYD : Transmission, 6-speed automatic, heavy-duty, electronically controlled
 NC7 : Emissions override, Federal
 N24 : Wheels, 17" x 7.5" (43.2 cm x 19.1 cm) full-size, steel spare
 PYN : Wheels, 17" (43.2 cm) steel
 QHQ : Tires, LT245/75R17E all-season, blackwall
 SFW : Back-up alarm calibration
 TRW : Provision for cab roof-mounted lamp/beacon
 U2J : SiriusXM Radio, delete
 UED : OnStar, delete
 UQ3 : 6-speaker audio system
 V22 : Grille surround, chrome
 V46 : Bumper, front chrome
 V76 : Recovery hooks, front, frame-mounted, black
 VK3 : License plate kit, front
 VQ2 : Fleet processing option
 YF5 : Emissions, California state requirements
 YK6 : SEO Processing Option
 ZHQ : Tire, spare LT245/75R17E all-season, blackwall
 ZW9 : Pickup box, delete
 ZY1 : Paint, solid

► Save in Stored Configurations

◀ BACK NEXT ▶

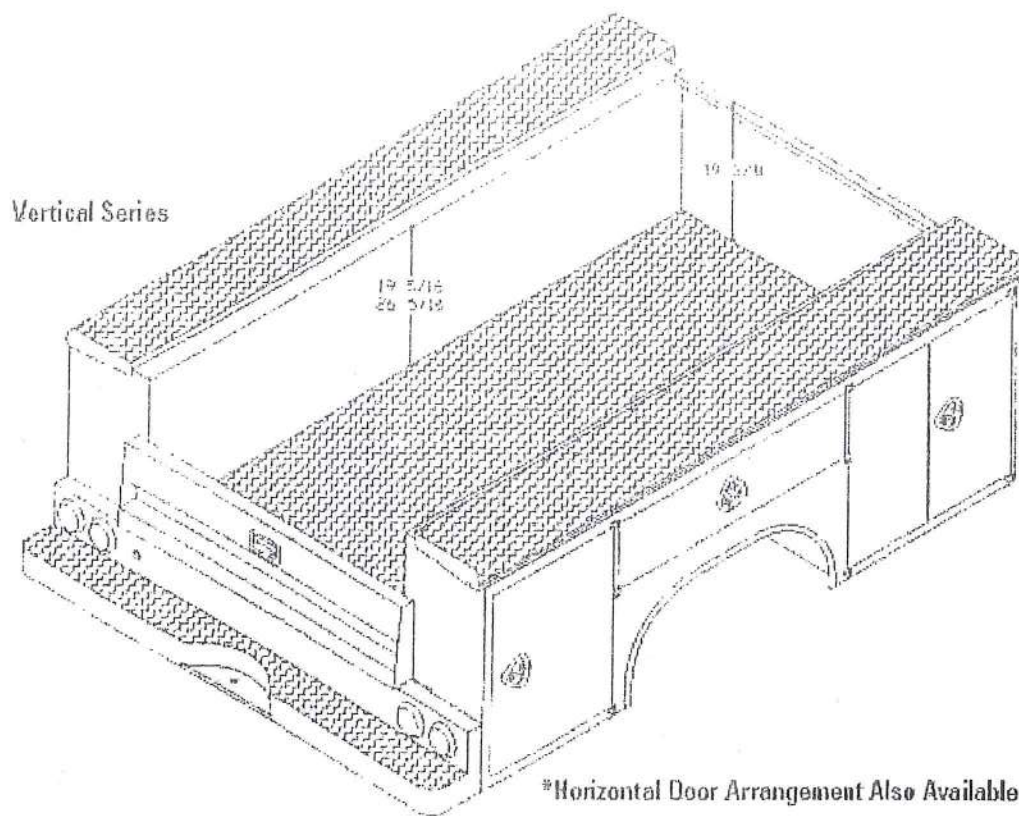
† North American Order Workbench is intended solely for business use by GM Dealers. Pricing shown is for illustration purposes only. Refer to GMPricing.com for official GM Price schedules. GM pricing is subject to change by GM at anytime, without notice. The GSA Price Level is for GM use only.

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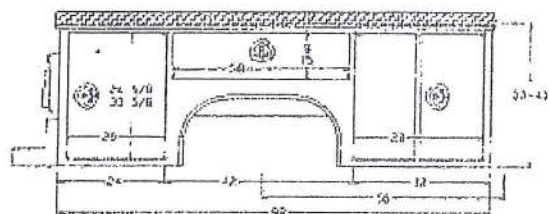


8ft-utility 40V098

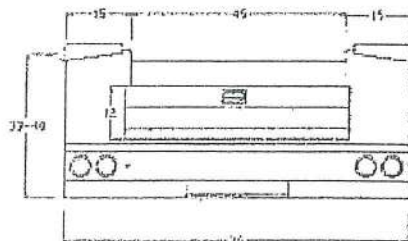


*Horizontal Door Arrangement Also Available

Sideview



Rearview





Needles, California Request for Board Action

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

Meeting Date: March 12, 2019

Title: Authorize City Council/ NPUA Member(s) to attend the 2019 Solar Summit in Scottsdale, AZ on May 14-15, 2019

Background: Commissioner Phil LeJeune expressed an interest in attending the 2019 Solar Summit in Scottsdale -- see attached information and agenda. At the Board of Public Utilities meeting held March 5, the Board authorized Commissioner LeJeune's attendance and requested this matter be forwarded to the City Council/NPUA as to any interest in joining him.

Fiscal Impact: Solar Summit (prior to April 12) = \$1,895
Resort (1 or 2 person occupancy) = \$302.17
Travel Per Diem = \$56 x 2 days = \$112
Total estimated cost per person = \$2,309
(does not include cost of fuel but assumes the use of a city vehicle for travel and will be slightly cheaper if double occupancy at Resort)

Line item #580-4750-473.31.40 (educational training) has an estimated balance of \$8,500

Environmental Impact:

Recommended Action: Motion to authorize _____ Council/Board Members to attend the 2019 Solar Summit in Scottsdale, AZ on May 14-15, 2019

Submitted By: Rick Daniels, City Manager

City Management Review: 

Date: 3/6/19

Approved: ☐

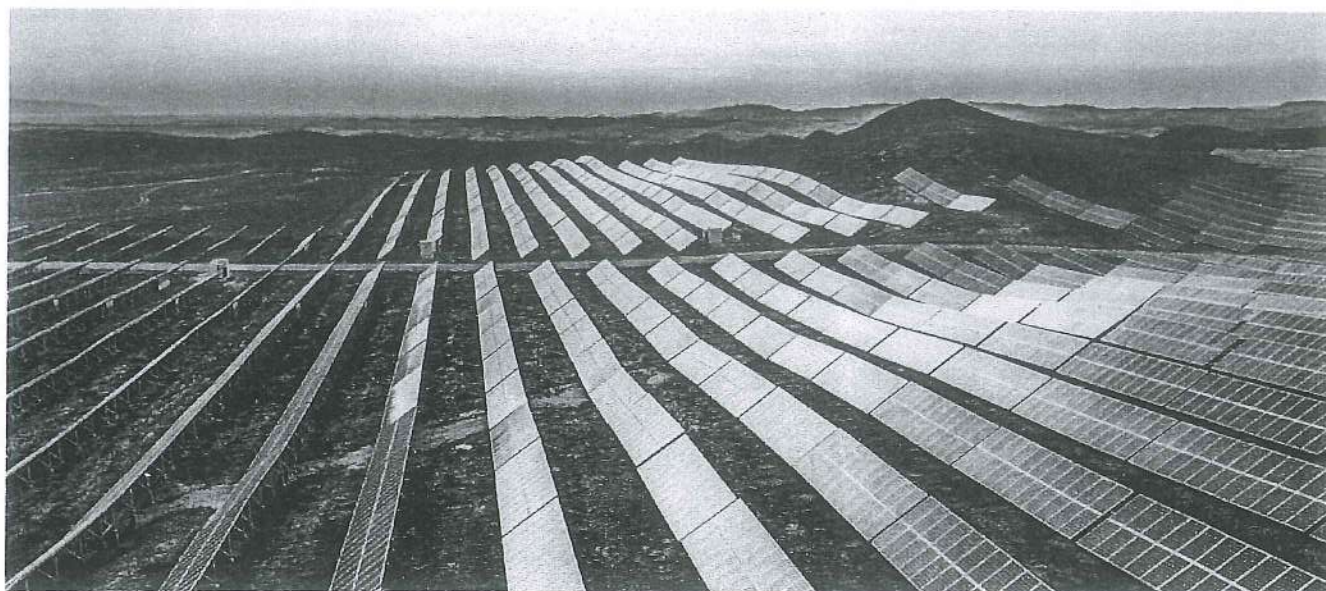
Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 4

solar summit 2019



Now in its 12th year, Solar Summit remains the premier conference for defining the latest industry needs for installers, developers, system manufacturers, financiers and regulators. With hundreds of high-caliber attendees, we will cover the latest developments in global solar markets, module technology, how the ITC stepdown will impact project finance, distributed solar emerging markets and much more.

THE PREMIER CONFERENCE FOR DEFINING FURTHER SOLAR INTEGRATION, EVALUATING SOLAR MARKET, TECH AND POLICY TRENDS

As the solar industry gets ready for a decreasing ITC World, developers and asset owners are looking to optimize their pipeline, and it is now crucial to understand how to make the best procurement decisions and strategize when projects will be coming online. Combining our Wood Mackenzie Power & Renewables' internal research expertise with the views of U.S. and international solar leader, including top developers, installers, utilities, regulators and financiers, the Solar Summit 2019 discussions will break down how solar system performance, innovative finance mechanisms and development can offset the impact of the ITC stepdown on project margins.

SPEAKERS

Greentech Media conferences provide a deep market intelligence platform and draw the most important industry players to convene, interact and learn from one another in concert with our team of analysts, executives, and journalists.

2019 Pricing

Timing	S3 Solar Software Summit (May 13)	Solar Summit (May 14-15)	Combined Pass *Save \$200!
Through April 12	\$995	\$1,895	\$2,690
April 13 - May 12	\$995	\$1,995	\$2,790
Onsite Pricing	\$1,095	\$2,095	\$2,990

Visit our [event website](#) for up-to-date agenda, speakers, and venue information.

We're happy to offer government employees, students, utilities, non-profit organizations, small businesses and startups a discount. Please note all discounts must be applied at the time of registration and cannot be applied retroactively or combined with other offers. Please [contact us](#) to confirm pricing and eligibility.

*First Name:

*Last Name:

*Email Address:

☐ I am registering on behalf of this person



Omni Scottsdale Resort & Spa at Montelucia

4949 East Lincoln Drive
Paradise Valley, AZ 85253

RESERVATIONS

(480) 627-3200 (tel:(480) 627-3200)

Resort Guest Room
1 or 2 people
1 King or 2 Queen Beds

Total \$302.17/night
(includes resort fee
& taxes)

solar summit 2019

DAY 1 : MAY 14 (/EVENTS/LIVE/SOLAR-SUMMIT/AGENDA/)

DAY 2 : MAY 15 (/EVENTS/LIVE/SOLAR-SUMMIT/AGENDA/2)

Day 1 : May 14

8:00 AM Breakfast & Check-In
8:50 AM

8:50 AM Welcome and Opening Polling Session: Get to Know the Audience
9:30 AM

Moderator: Julian Spector, Staff Writer, Greentech Media (/events/live/solar-summit/speakers#live-speaker-julian-spector)

9:30 AM Keynote Panel: The Role of Solar in the Energy Transition

10:15 AM How are solar leaders putting innovation at the center of their business models to gain uncharted levels of visibility on their operations and make better procurement decisions?

Tom Werner, President & CEO, SunPower (/events/live/solar-summit/speakers#live-speaker-tom-werner)

Sandra Kennedy, Commissioner, Arizona Corporation Commission (/events/live/solar-summit/speakers#live-speaker-sandra-kennedy)

Cris Eugster, Chief Operations Officer, CPS Energy (/events/live/solar-summit/speakers#live-speaker-cris-eugster)

Mathew Sachs, Vice President, Distributed Energy, National Grid Ventures (/events/live/solar-summit/speakers#live-speaker-mathew-sachs)

Moderator: Julia Pyper, Senior Editor, Greentech Media (/events/live/solar-summit/speakers#live-speaker-julia-pyper)

10:15 AM Research Presentation: The Global Solar Outlook for 2019

10:45 AM An interdisciplinary group of Wood Mackenzie Power & Renewables analysts will discuss key growth drivers for global solar markets, breaking down predictions on the impact of supply / demand dynamics, technology advancements and international trade tensions.

Tom Heggarty, Senior Analyst, Wood Mackenzie Power & Renewables (/events/live/solar-summit/speakers#live-speaker-tom-heggarty1)

10:45 AM Networking Break

11:15 AM

11:15 AM Panel: Maximizing Project Margins Throughout the ITC Phasedown

12:00 PM

Solar leaders will take part in a discussion around key capital origination, cost optimization and procurement strategies to weather the ITC stepdown storm while securing strong margins.

Kenneth Labeja, Director, Business Development, Avangrid (/events/live/solar-summit/speakers#live-speaker-kenneth-labeja1)

Scott Moskowitz, Director of Strategy and Market Intelligence, Hanwha Q CELLS America (/events/live/solar-summit/speakers#live-speaker-scott-moskowitz)

Phil Robinson, Director of Solar Project Structuring, Constellation Energy (/events/live/solar-summit/speakers#live-speaker-phil-robinson)

Moderator: Michelle Davis, Senior Analyst, Solar, Wood Mackenzie Power & Renewables (Previously GTM Research) (/events/live/solar-summit/speakers#live-speaker-michelle-davis)

12:00 PM Research Presentation: 2019 State Policy Compass

12:30 PM

Pinpointing U.S. solar growth opportunities in a declining ITC world.

Austin Perea, Senior Analyst, Wood Mackenzie Power & Renewables (Previously GTM Research) (/events/live/solar-summit/speakers#live-speaker-austin-perea)

12:30 PM Networking Lunch

1:30 PM

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TRACK 1

Reaching New Highs in System Performance... and New Lows in Component Pricing

TRACK 2

Cost of Capital Outlook Amid the ITC Phasedown**TRACK 1**

1:30 PM Research Presentation: Mapping System Pricing Reductions – How Far Can the Drop in Prices Go?

2:00 PM Describing the downward price trends for solar components in 2019-2020.

Benjamin Gallagher, Senior Analyst, Wood Mackenzie Power & Renewables (Previously GTM Research) (/events/live/solar-summit/speakers#live-speaker-benjamin-gallagher)

TRACK 2

Research Presentation: Understanding Financial Risk for Solar in 2019-2022

Examining the drivers for risk assessment for solar project finance as the ITC stepdown kickstarts.

Michelle Davis, Senior Analyst, Solar, Wood Mackenzie Power & Renewables (Previously GTM Research) (/events/live/solar-summit/speakers#live-speaker-michelle-davis)

TRACK 1

2:00 PM Panel: Single-Axis Trackers & Bifacial Modules - Overall System Impacts on Performance and Costs

2:45 PM Breaking down the specific ways in which SATs and bifacial modules are resulting in better performing and more cost-effective solar systems.

Mitch Bowman, Director of Engineering, FTC Solar (/events/live/solar-summit/speakers#live-speaker-mitch-bowman)

Colin Caufield, VP of Sales, North America, Soltec (/events/live/solar-summit/speakers#live-speaker-colin-caufield)

Greg Beardsworth, Sr. Director of Product Management, NEXTracker (/events/live/solar-summit/speakers#live-speaker-greg-beardsworth)

Moderator: Benjamin Gallagher, Senior Analyst, Wood Mackenzie Power & Renewables (Previously GTM Research) (/events/live/solar-summit/speakers#live-speaker-benjamin-gallagher)

TRACK 2

Panel: The Impact of the ITC Phasedown on Consumer Finance for Residential Solar

How will the ITC phasedown impact demand for residential solar consumer finance offerings? What reactions can we expect from tax equity providers and banks? And how will that affect pricing for leases, PPAs and loans?

Alex McDonough, Vice President, Public Policy, Sunrun (/events/live/solar-summit/speakers#live-speaker-alex-mcdonough)

Tanguy Serra, Chief Strategy Officer, Loanpal (/events/live/solar-summit/speakers#live-speaker-tanguy-serra)

Erin Talbot, General Manager - Solar, Mosaic (/events/live/solar-summit/speakers#live-speaker-erin-talbot)

Moderator: Allison Mond, Senior Analyst, Wood Mackenzie Power & Renewables (Previously GTM Research) (/events/live/solar-summit/speakers#live-speaker-allison-mond)

TRACK 1

2:45 PM Case Study: Beyond OEM Pricing – Reducing Installation Expenditures and Other Soft Costs

3:15 PM Evaluating what strategies are being followed by solar component manufacturers EPCs, developers and/or installers to enhance operational efficiency -beyond OEM pricing reductions- to improve margins.

TRACK 2

Case Study: Financing Solar in Global Emerging Markets – Securing Public Debt

A look at major solar finance trends in global emerging markets, from capitalizing on tax incentives to navigating national regulations and securing public debt.

TRACK 1

3:15 PM Networking Break

3:45 PM

TRACK 2

Networking Break

TRACK 1

3:45 PM Panel: Reducing Operational Costs – A Look into Enhanced Efficiency in Solar Asset Management and Operations & Maintenance

4:30 PM What are the key cost optimization drivers for solar asset management and Operations & Maintenance?

Chris Frantz, Vice President Asset Management, Cypress Creek Renewables (/events/live/solar-summit/speakers#live-speaker-christopher-frantz)

Dean Solon, Founder & CEO, Shoals Technologies Group (/events/live/solar-summit/speakers#live-speaker-dean-solon)

TRACK 2

Panel: Getting Solar + Storage Finance Right

This session will break down risks associated with financing solar + storage from multiple standpoints and will evaluate the impact factors associated with revenue streams in these financing decisions.

Ryan Dings, Chief Operating Officer, Sunwealth (/events/live/solar-summit/speakers#live-speaker-ryan-dings)

Terry Grant, Managing Director, Marathon Capital (/events/live/solar-summit/speakers#live-speaker-terry-grant)

Jesse Grossman, CEO & Co-Founder, Soltage (/events/live/solar-summit/speakers#live-speaker-jesse-grossman)

Moderator: Daniel Finn-Foley, Senior Analyst, Energy Storage, Wood Mackenzie Power & Renewables (Previously GTM)

Research) (/events/live/solar-summit/speakers#live-speaker-daniel-finn-foley)

TRACK 1

4:30 PM **Panel: Maximizing the Performance of Legacy Assets Through Repowering to Drastically Improve System Economics**
5:15 PM

What technologies and strategies are being deployed by EPCs, developers and inverter manufacturers to repower legacy assets? And what is the impact of repowering on overall cost savings and system economics?

Swinerton Renewable Energy, , (/events/live/solar-summit/speakers#live-speaker-swinerton-renewable-energy)

Moderator: Lindsay Cherry, Analyst, Solar, Wood Mackenzie Power & Renewables (Previously GTM Research) (/events/live/solar-summit/speakers#live-speaker-lindsay-cherry1)

TRACK 2

Panel: Enhancing Flexibility in Solar Corporate PPAs

Corporate PPAs drove a quarter of total solar capacity procured in 2018. But there is one key demand corporate offtakers keep calling for: more flexible procurement and contractual structures. This panel discussion will review potential ways in which developers and financiers can satisfy these needs for flexibility.

Gerry DaRosa, Director of Energy Innovations, Arizona State University (/events/live/solar-summit/speakers#live-speaker-gerry)

Moderator: Colin Smith, Senior Analyst, Wood Mackenzie Power & Renewables (formerly GTM Research) (/events/live/solar-summit/speakers#live-speaker-colin-smith)

TRACK 1

5:15 PM **Closing Roundtable: A 5-Year Technology Outlook for Module, Tracker and Inverter Systems**
5:45 PM

What are the key emerging trends impacting system performance and LCOEs for module, tracker and inverter systems in the next five years?

This roundtable discussion will venture into the near future to see what's cooking in the R&D departments of the leading module, tracker and inverter manufacturers in the industry.

When it comes to module technology, we will look at different silicon cell typologies: from p-type to n-type cells, as well as emerging cell types such as PERC, IBC and HIT. Also, we will evaluate what might be next for module design, including building-integrated photovoltaics.

In terms of trackers, we will look at what the next 5 years will bring in the smart trackers space (and LCOE improvements associated with improving sun path predictions), as well as how tracker design improvements can reduce exposure to increases in material costs, particularly steel costs.

On the inverter side of things, we will focus on silicon carbide, design trends for inverters and efficiencies on DC-to-AC conversion.

Nigel Cockroft, General Manager, Jinko Solar U.S. Inc. (/events/live/solar-summit/speakers#live-speaker-nigel-cockroft)

Moderator: Benjamin Gallagher, Senior Analyst, Wood Mackenzie Power & Renewables (Previously GTM Research) (/events/live/solar-summit/speakers#live-speaker-benjamin-gallagher)

TRACK 2

Closing Roundtable: Seizing the Solar Development Opportunity in Opportunity Zones

Led by solar investment experts, this closing roundtable discussion will decipher how the Opportunity Zones incentive framework -which offers tax benefits to equity investors that put money into over 8,700 designated "economically distressed" opportunity areas across the United States- could benefit solar development in these rural and urban underprivileged zones.

This industry conversation will shed light on the mechanics, qualifications and potential reductions for cost of capital of what has been described as a 'watershed moment' for the clean energy industry.

The discussion will also outline the level of interest opportunity zone funds have signalled towards solar, and how industry advocacy efforts can help this innovative finance strategy gain steam.

Stephen Tracy, Partner, Novogradac (/events/live/solar-summit/speakers#live-speaker-stephen-tracy)

Moderator: Scott Clavenna, Chairman, Greentech Media (/events/live/solar-summit/speakers#live-speaker-scott-clavenna)

5:45 PM Networking Reception

7:45 PM

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DAY 2 (/EVENTS/LIVE/SOLAR-SUMMIT/AGENDA/2) ➤

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solar summit 2019

DAY 1 : MAY 14 (/EVENTS/LIVE/SOLAR-SUMMIT/AGENDA/)

DAY 2 : MAY 15 (/EVENTS/LIVE/SOLAR-SUMMIT/AGENDA/2)

Day 2 : May 15

Paving the Way for Future Solar Markets

9:00 AM Breakfast Briefing: The New Paradigm – Solar + Storage's Role in the Energy Transition

9:30 AM

Solar + storage deployment has grown exponentially over the course of the last 12 months. Our energy storage experts at Wood Mackenzie Power & Renewables will analyze key technology, economic and policy drivers at a global scale for the next three years, explaining why solar + storage is such a key step in enhancing the energy system of the future.

Daniel Finn-Foley, Senior Analyst, Energy Storage, Wood Mackenzie Power & Renewables (Previously GTM Research) (/events/live/solar-summit/speakers#live-speaker-daniel-finn-foley)

Colin Smith, Senior Analyst, Wood Mackenzie Power & Renewables (formerly GTM Research) (/events/live/solar-summit/speakers#live-speaker-colin-smith)

9:30 AM Keynote Interview

10:00 AM

Shelee Kimura, Senior Vice President Business Development & Strategy, Hawaiian Electric (/events/live/solar-summit/speakers#live-speaker-shelee-kimurasi)

Moderator: Emma Foehringer Merchant, Writer, Greentech Media (/events/live/solar-summit/speakers#live-speaker-emma-foehringer-merchant)

10:00 AM Emerging Tech Speed Pitch

10:10 AM

A groundbreaking solar startup will present a rapidfire pitch session on the potential for disruption -and the road to commerciality and scalability- of its technology.

10:10 AM Live Podcast

11:10 AM

11:10 AM **Networking Break**

11:40 AM

11:40 AM **Case Study: Resiliency – Solar's Input in Microgrids**

12:00 PM

In a world that faces increasing disruption and losses from extreme weather events and climate change, solar can be an essential element in securing alternative power systems. This case study will analyze a solar-led microgrid in an emerging country facing a record-breaking storm.

Dr. Charlie Gay, Solar Energy Technologies Office Director, Office of Energy Efficiency & Renewable Energy of the U.S. Department of Energy (/events/live/solar-summit/speakers#live-speaker-dr.-charlie-gay)

12:00 PM **Emerging Tech Speed Pitch**

12:10 PM

A groundbreaking solar startup will present a rapidfire pitch session on the potential for disruption -and the road to commerciality and scalability- of its technology.

12:10 PM **Panel: Ensuring Equitable Access to Solar**

12:55 PM

What efforts are being made to ensure equitable access to solar? What advocacy, policy and infrastructure efforts are being undertaken to ensure all customers have equal access to electricity generated through solar.

Louis C. Ting, Director of Power Planning Development & Engineering, Los Angeles Department of Water and Power (/events/live/solar-summit/speakers#live-speaker-louis-c-ting)

Melanie Santiago-Mosier, Senior Director for Access & Equity, Vote Solar (/events/live/solar-summit/speakers#live-speaker-melanie-santiago-mosier)

MJ Shiao, Director of Community Solar, Arcadia Power (/events/live/solar-summit/speakers#live-speaker-mj-shiao)

Andie Wyatt, Policy & Regulatory Manager, GRID Alternatives (/events/live/solar-summit/speakers#live-speaker-andie-wyatt)

Moderator: Ken Berlin, Executive Director, The Climate Reality Project (/events/live/solar-summit/speakers#live-speaker-ken-berlin)

12:55 PM **Case Study: Solar for New Construction: 3 Key Tools to Crack the Fastest Growing Sector in Solar**

1:15 PM

In 2020, every new home in California will be required to have a solar installation. California isn't alone, there are similar mandates in other parts of the country as over 100 regions push forward to hit 100% carbon-free renewable energy goals. Designing and selling solar for new construction requires a new set of tools, and a fundamental rethink of the processes by which to demonstrate the best solar installation to potential buyers.

Samuel Adeyemo, Chief Operating Officer, Aurora Solar (/events/live/solar-summit/speakers#live-speaker-samuel-adeyemo)

1:15 PM **Lunch**

2:15 PM

2:15 PM **Research Presentation: Emerging Community Solar Markets – Towards True Scalability**

2:45 PM Austin Perea, Senior Analyst, Wood Mackenzie Power & Renewables (Previously GTM Research)
(/events/live/solar-summit/speakers#live-speaker-austin-pera)

2:45 PM **Emerging Tech Speed Pitch**

2:55 PM A groundbreaking solar startup will present a rapidfire pitch session on the potential for disruption -and the road to commerciality and scalability- of its technology.

2:55 PM **Panel: Winds of Change – A Look at Wind-Dominated State Markets That Will Become More Solar-Prone in 2019-2022**

As infrastructure, policy and technology drivers evolve over time, state markets that were once completely dominated by its wind potential are showing signs of becoming more solar-prone in the next few years. And vice versa. This panel discussion will tackle the factors impacting these transitions, and how developers, utilities and system operators can capitalize on these new energy scenarios across the U.S.

Hans Isern, SVP of Origination, sPower (/events/live/solar-summit/speakers#live-speaker-hans-isern)
Brian O'Hara, Senior Vice President Strategy & Markets, Strata Solar (/events/live/solar-summit/speakers#live-speaker-brian-ohara)

Moderator: Chad Singleton, Principal Analyst - Americas Power & Renewables, Wood Mackenzie
(/events/live/solar-summit/speakers#live-speaker-chad-singleton)

3:40 PM **Closing Recap Session with Wood Mackenzie Power & Renewables Analysts**

4:00 PM Our team of solar analysts at Wood Mackenzie Power & Renewables will summarize the key takeaways of the day, setting some time aside to cover any audience questions that might remain unanswered.

◀ **DAY 1 (/EVENTS/LIVE/SOLAR-SUMMIT/AGENDA/1)**

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m A Wood Mackenzie Business



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: March 12, 2019

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: APPROVE, the Warrants Register through March 12, 2019.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: Rick

Date: 3/6/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5

CITY OF NEEDLES CITY COUNCIL									
WARRANT SUMMARY TOTALS FOR MARCH 12, 2019				YR. TO DATE					
		DEPT. AMT.	FUND AMT.	3/12/2019	18-19 BUDGET				
FUND 101	GENERAL FUND	\$10,236.04							
101.1015.412	CITY ATTORNEY			\$45,516.39	\$85,000.00				
101.1020.413	CITY MANAGER	\$55.19		\$84,222.27	\$156,880.00				
101.1025.415	FINANCE DEPT.	\$751.05		\$169,601.89	\$292,411.00				
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$45.31		\$35,277.52	\$61,356.00				
101.1035.416	PLANNING /ZONING	\$139.65		\$43,388.90	\$95,139.00				
101.1040.417	ENGINEERING	\$125.92		\$45,769.87	\$144,299.00				
101.1060.410	COMMUNITY PROMOTIONS			\$2,776.75	\$21,350.00				
101.1070.410	SENIOR CENTER	\$616.87		\$444,279.85	\$897,788.00				
101.2010.421	SHERIFF			\$1,660,657.66	\$2,497,833.00				
101.2015.422	FIRE								
101.2020.423	ANIMAL SHELTER/CONTROL	\$211,207.78		\$79,714.20	\$152,381.00				
101.2025.424	BULDING & SAFETY	\$295.82		\$113,762.79	\$256,015.00				
101.2030.423	CODE ENFORCEMENT	\$2,343.59		\$2,004,840.77	\$3,168,129.00				
101.3010.431	PUBLIC WORKS	\$5,777.85		\$218,386.00	\$498,928.00				
101.4730.472	SANITATION	\$199.86		\$66,775.54	\$123,065.00				
101.5770.452.	AQUATICS	\$1,618.54		\$61,696.65	\$149,719.00				
101.5772.452	PARKS	\$3,851.96		\$200,446.09	\$316,767.00				
101.5774.452	RECREATION	\$2,404.06		\$397,442.57	\$743,832.00				
GENERAL FUND	TOTAL ALL DEPARTMENTS		\$239,669.49		\$5,732,254.00				
FUND 205	CDBG			\$577.88	\$64,425.00				
FUND 206	CEMETERY		\$163.29	\$54,084.26	\$93,993.00				
FUND 209	NARCOTICS FORFEITURE				\$9,777.00				
FUND 210	SPECIAL GAS TAX			\$77,845.00	\$217,207.00				
FUND 212	AIR QUALITY (MDAQD)			\$16,606.95	\$16,607.00				
FUND 214	SANBAG NEW LOCAL MEAS I				\$1,000.00				
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$29,908.65	\$55,138.59	\$169,600.00				
FUND 233	JACK SMITH PK.MARINA		\$184.18	\$53,555.28	\$98,899.00				
FUND 235	INTERSTATE COMM/40 J ST.			\$1,339.39					
FUND 239	CA.CONSERV RECYLING GRANT			\$2,152.86	\$8,475.00				
FUND 240	EL GARCES INTERMODAL								
FUND 243	ACTIVE TRANSPORT PROGRAM			\$398,389.15	\$421,225.00				
FUND 270	REDEVELOPMENT AGENCY			\$223,321.94	\$309,015.00				
FUND 470	RDA CAP PROJ.LOW & MOD.				\$5,000.00				
FUND 501	NPUA		\$215.34	\$7,965,725.03	\$13,515,192.00				
FUND 502	WATER DEPARTMENT		\$5,564.43	\$776,454.40	\$1,448,761.00				
FUND 503	WASTEWATER DEPARTMENT		\$43,438.76	\$579,599.99	\$1,082,320.00				
FUND 505	SANITATION		\$78,749.26	\$602,870.93	\$1,175,000.00				
FUND 506	ALL AMERICAN CANAL PROJ.		\$178.00	\$676,874.29	\$549,736.00				
FUND 507	GOLF FUND			\$323,417.28	\$527,942.00				
FUND 507.5761.453	GOLF MAINTENANCE DEPARTMENT	\$3,131.85		\$323,417.28					
FUND 507.5762.454	GOLF PRO SHOP DEPARTMENT	\$1,142.29		\$422,305.37					
FUND 507	GOLF FUND TOTAL		\$4,274.14	\$305,849.06	\$737,580.00				
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$335.31	\$130,798.03	\$320,954.00				
FUND 509	MIS		\$6,505.75	\$32,747.72	\$124,765.00				
FUND 510	ADMIN. FACILITY		\$7,679.34	\$85,229.84	\$148,718.00				
FUND 511	FLEET MANAGEMENT		\$2,973.20	\$110,551.41	\$197,025.00				
FUND 512	VEHICLE REPLACEMENT			\$233,909.05	\$306,185.00				
FUND 520	SR DIAL A RIDE			\$35,218.01	\$211,332.00				
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$15,387.30	\$32,383.00				
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$293,439.33	\$538,043.00				
FUND 580	ELECTRIC		\$61,709.42	\$4,105,783.67	\$5,827,075.00				
FUND 581	NPUA CAPITAL ELECTRIC			\$133,360.00	\$69,304.00				
FUND 582	NPUA CAPITAL WATER			-\$5,415.94	\$150,064.00				
FUND 583	NPUA CAPITAL WASTEWATER			-\$24,816.89					
FUND 585	HOSPITAL								
FUND 650	IMPACT FEES NORTH NEEDLES			\$4,310.00	\$26,873.00				
FUND 651	IMPACT FEES SOUTH AREAS			\$4,310.00	\$65,072.00				
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 481,548.56	\$23,688,892.17	\$43,862,693.00				
I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City Council approved and amended FY 2018/2019 Budget.									
Rick Daniels, City Manager			Date	Sylvia Miledi, Director of Finance		3/4/19			
Kippy Poulson, City Treasurer			Date						

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

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ TAKEN	RETAINAGE
7480	2345	00	A-B COMMUNICATIONS	03/01/2019	546.86		.00
7481	1	00	AARON BARNES	03/01/2019	35.06		.00
7482	3773	00	ACE LOCK AND KEY SERVICE	03/01/2019	135.00		.00
7483	2895	00	AGGREGATED ENERGY SERVICES	03/01/2019	9,135.00		.00
7484	3305	00	AGUA CALIENTE	03/01/2019	18,200.00		.00
7485	1	00	ANTHONY & JESSICA GONZALEZ	03/01/2019	35.06		.00
7486	3431	00	ARGO SERVICE CONTRACTOR LLC.	03/01/2019	2,111.88		.00
7487	3457	00	ARIZONA RUBBER CO.	03/01/2019	18.33		.00
7488	1	00	AARON BARNES	03/01/2019	35.06		.00
7489	3750	00	AUTO ZONE	03/01/2019	164.72		.00
7490	1	00	AZ AGRICULTURE MANAGEMENT LLC	03/01/2019	35.05		.00
7491	2629	00	BARON PEST CONTROL	03/01/2019	85.00		.00
7492	3803	00	BARON SECURITY SOLUTIONS	03/01/2019	492.00		.00
7493	3313	00	BLUE RIVER WATER CORP.	03/01/2019	75.00		.00
7494	7	00	BORDER STATES ELECT.SUP.CORP.	03/01/2019	276.25		.00
7495	3479	00	BBSW	03/01/2019	137.60		.00
7496	1	00	BRIAN M. DANAHAR	03/01/2019	35.05		.00
7497	3392	00	BUG EMERGENCY INC.	03/01/2019	40.00		.00
7498	501	00	BUREAU OF RECLAMATION	03/01/2019	11,904.38		.00
7499	1	00	CALIFORNIA BUILDING STANDARDS COMM	03/01/2019	57.68		.00
7500	1	00	CHERYL MONTANEZ	03/01/2019	35.06		.00
7501	3136	00	CITY OF NEEDLES	03/01/2019	3,545.27		.00
7502	551	00	COLORADO RIVER DISTRIBUTORS	03/01/2019	90.00		.00
7503	1	00	COLORADO RIVER OASIS RESORT	03/01/2019	38.78		.00
7504	2957	00	COPIER SOURCE	03/01/2019	43.20		.00
7505	2320	00	COUNTY OF SAN BERNARDINO	03/01/2019	3,775.09		.00
7506	1250	00	COUNTY RECORDER	03/01/2019	8.00		.00
7507	1	00	DAVID & LYNN POSNER	03/01/2019	42.02		.00
7508	1	00	DECO FOOD SERVICE	03/01/2019	35.06		.00
7509	1	00	DEER PARK DEVELOPMENT CORP	03/01/2019	70.13		.00
7510	1	00	DELAOSA, ROBERT	03/01/2019	31.92		.00
7511	3580	00	DIAMOND PURE WATER	03/01/2019	17.00		.00
7512	2974	00	ECONOMIC DEV. JOURNAL OF MOHAVE CO.	03/01/2019	595.00		.00
7513	3462	00	EUSI LLC	03/01/2019	28,495.76		.00
7514	1296	00	FRONTIER	03/01/2019	5,153.83		.00
7515	1	00	GARY DOZIER	03/01/2019	54.83		.00
7516	3796	00	GOLDEN VALLEY CABLE & COMM INC.	03/01/2019	590.76		.00
7517	324	00	GRAINGER PART OPERATIONS INC.	03/01/2019	541.74		.00
7518	3451	00	GREENS DISTRIBUTION LLC.	03/01/2019	2,177.68		.00
7519	2612	00	HARDWARE EXPRESS INCORP.	03/01/2019	377.53		.00
7520	1	00	HARRY HARUT EZAJIAN	03/01/2019	70.10		.00
7521	666	00	HELENA AGRI-ENT., LLC	03/01/2019	862.00		.00
7522	3712	00	HENDERSON CHEVROLET COMPANY	03/01/2019	180.02		.00
7523	1	00	HERNANDEZ, DANIELLE M.	03/01/2019	122.61		.00
7524	2762	00	INTEGRATED CONTROLS INC.	03/01/2019	1,000.00		.00
7525	1	00	JANICE D. SIMMONS	03/01/2019	35.05		.00
7526	2265	00	PORTER, JERRY	03/01/2019	59.30		.00
7527	1	00	JESSICA & ANTHONY GONZALEZ	03/01/2019	35.05		.00
7528	1	00	K & V MANAGEMENT LLC	03/01/2019	35.05		.00
7529	1	00	LOUIS FRESSE	03/01/2019	35.06		.00
7530	125	00	MCCORMICK CONSTRUCTION CO.	03/01/2019	2,837.51		.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
7531	1	00	MIGUEL, SHERRY	03/01/2019	60.81	.00
7532	2189	00	MOHAVE ENVIRONMENTAL LAB	03/01/2019	45.00	.00
7533	1	00	MSB LLC	03/01/2019	35.05	.00
7534	940	00	MULTIMEDIA	03/01/2019	112.00	.00
7535	178	00	BIG O TIRES & AUTO PARTS	03/01/2019	438.65	.00
7536	218	00	NEWS WEST PUBLISHING CO.	03/01/2019	84.46	.00
7537	2238	00	NORTHERN SAFETY CO. INC.	03/01/2019	601.47	.00
7538	1786	00	NPUA	03/01/2019	VOID	.00
7539	1786	00	NPUA	03/01/2019	16,630.81	.00
7540	3767	00	MARTINEZ, PATRICK	03/01/2019	151.61	.00
7541	1578	00	PURCHASE POWER	03/01/2019	51.98	.00
7542	15	00	OUIL CORP.	03/01/2019	1,560.28	.00
7543	818	00	R & R PRODUCTS INC.	03/01/2019	236.74	.00
7544	309	00	REPUBLIC SERVICES #785	03/01/2019	73,395.76	.00
7545	2068	00	RIOH USA INC.	03/01/2019	575.23	.00
7546	258	00	ROBERT S. LYNCH	03/01/2019	19.33	.00
7547	1186	00	SAFETY-KLEEN CORP.	03/01/2019	1,043.44	.00
7548	1	00	SAM MORGAN	03/01/2019	35.05	.00
7549	1115	00	SAN BER. COUNTY SHERIFF'S DEPT	03/01/2019	240,513.28	.00
7550	1401	00	SAN BERNARDINO CO. FIRE DEPT.	03/01/2019	840.00	.00
7551	2589	00	SAN BERNARDINO COUNTY	03/01/2019	4,366.21	.00
7552	1	00	SHREE PROPERTIES	03/01/2019	38.79	.00
7553	752	00	SILLY CACTUS INC	03/01/2019	191.43	.00
7554	3344	00	SLOVAK BARON & EMPEY LLP	03/01/2019	11,531.90	.00
7555	2292	00	SPS VAR, LLC	03/01/2019	3,195.00	.00
7556	1128	00	TEXTRON BUSINESS SERVICES INC.	03/01/2019	34.54	.00
7557	772	00	TRI-STATE BUILDING MATERIALS INC.	03/01/2019	169.89	.00
7558	2798	00	U.S. DEPARTMENT OF ENERGY	03/01/2019	9,437.66	.00
7559	1	00	UCAN2 SEV LLC	03/01/2019	35.05	.00
7560	3830	00	UNITFIRST CORPORATION	03/01/2019	963.12	.00
7561	318	00	UPS	03/01/2019	116.00	.00
7562	3571	00	URBAN FUTURES, INC.	03/01/2019	1,518.75	.00
7563	761	00	USA BLUE BOOK INC.	03/01/2019	842.91	.00
7564	1741	00	V & L LASER LLC	03/01/2019	896.00	.00
7565	475	00	VASQUEZ & COMPANY LLP	03/01/2019	5,999.06	.00
7566	2469	00	VERIZON WIRELESS	03/01/2019	77.67	.00
7567	1	00	WENDY CHRISTINA ANDRADE	03/01/2019	35.06	.00
7568	3675	00	WESTERN CONSTRUCTION SPECIALISTS	03/01/2019	5,500.00	.00
7569	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	03/01/2019	369.80	.00
7570	1023	00	XEROX	03/01/2019	702.10	.00
7571	3780	00	ZIA ELECTRICAL PRODUCTS	03/01/2019	388.92	.00
7572	1293	00	ZUBRICK T-SHIRTS	03/01/2019	960.30	.00
7573	3828	00	3D-NETWORKS L.L.C.	03/01/2019	3,167.00	.00
7574	1	00	331 RIVER LLC	03/01/2019	35.06	.00

NUMBER OF CHECKS

95

GRAND TOTAL

481,548.56

PREPARED 03/01/2019, 7:38:36
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 CITY OF NEEDLES
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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 ACCOUNTING PERIOD 2019/09
 REPORT NUMBER 47

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7480	2345	A-B COMMUNICATIONS	005838 005922		03/01/2019 03/01/2019	510-4410-405.30-25 510-4410-405.30-25	196.81 350.05 546.86	546.86
7481	1	AARON BARNES	006025		03/01/2019	101-0000-204.20-00	35.06 35.06	35.06
7482	3773	ACE LOCK AND KEY SERVICE	005979		03/01/2019	510-4410-405.43-01	135.00 135.00	135.00
7483	2895	AGGREGATED ENERGY SERVICE	005738		03/01/2019	580-4750-473.63-10	9,135.00 9,135.00	9,135.00
7484	3305	AGUA CALIENTE	005769		03/01/2019	580-4750-473.63-10	18,200.00 18,200.00	18,200.00
7485	1	ANTHONY & JESSICA GONZALE	006032		03/01/2019	101-0000-204.20-00	35.06 35.06	35.06
7486	3431	ARGO SERVICE CONTRACTOR L	005917		03/01/2019	511-3020-432.43-29	2,111.88 2,111.88	2,111.88
7487	3457	ARIZONA RUBBER CO.	005921		03/01/2019	511-3020-432.43-30	18.33 18.33	18.33
7488	1	ARRON BARNES	006026		03/01/2019	101-0000-204.20-00	35.06 35.06	35.06
7489	3750	AUTO ZONE	005918 005919 005920		03/01/2019 03/01/2019 03/01/2019	511-3021-432.43-25 511-3021-432.43-36 511-3021-432.43-26	61.34 17.23 86.15 164.72	164.72
7490	1	AZ AGRICULTURE MANAGEMENT	006018		03/01/2019	101-0000-204.20-00	35.05 35.05	35.05
7491	2629	BARON PEST CONTROL	005808		03/01/2019	510-4410-405.43-01	85.00 85.00	85.00
7492	3803	BARON SECURITY SOLUTIONS	006008 006009 006010 006011 006012		03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019	101-3010-431.43-40 507-5761-453.43-40 503-4720-475.43-40 101-5772-452.43-40 101-3010-431.43-40	43.00 34.00 43.00 44.00 328.00 492.00	492.00
7493	3313	BLUE RIVER WATER CORP.	005739		03/01/2019	507-5761-453.63-00	75.00 75.00	75.00
7494	7	BORDER STATES ELECT. SUP. C	005923		03/01/2019	580-4750-473.60-55	276.25	

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

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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 ACCOUNTING PERIOD 2019/09
 REPORT NUMBER 47

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7494	7	BORDER STATES ELECT. SUP. C					276.25	276.25
7495	3479	BRAUN BLAISING SMITH WYNN	005800		03/01/2019	580-4750-473.31-50	137.60	137.60
7496	1	BRIAN M. DANAHAR	006023		03/01/2019	101-0000-204.20-00	35.05	35.05
7497	3392	BUG EMERGENCY INC.	006126		03/01/2019	503-4720-475.31-90	40.00	40.00
7498	501	BUREAU OF RECLAMATION	005817		03/01/2019	580-4750-473.63-10	11,904.38	11,904.38
7499	1	CALIFORNIA BUILDING STAND	006007		03/01/2019	101-2025-424.59-51	57.68	57.68
7500	1	CHERYL MONTANEZ	006033		03/01/2019	101-0000-204.20-00	35.06	35.06
7501	3136	CITY OF NEEDLES	005742		03/01/2019	503-4720-475.80-41	3,545.27	3,545.27
7502	551	COLORADO RIVER DISTRIBUTO	005819		03/01/2019	507-5762-454.61-07	90.00	90.00
7503	1	COLORADO RIVER OASIS RESO	006019		03/01/2019	101-0000-204.20-00	38.78	38.78
7504	2957	COPIER SOURCE	005982		03/01/2019	510-4410-405.43-16	43.20	43.20
7505	2320	COUNTY OF SAN BERNARDINO	005743		03/01/2019	505-4730-472.74-40	3,775.09	3,775.09
7506	1250	COUNTY RECORDER	005762		03/01/2019	101-2030-423.61-01	8.00	8.00
7507	1	DAVID & LYNN POSNER	006035		03/01/2019	101-0000-204.20-00	42.02	42.02
7508	1	DECO FOOD SERVICE	006027		03/01/2019	101-0000-204.20-00	35.06	35.06
7509	1	DEER PARK DEVELOPMENT COR	006030		03/01/2019	101-0000-204.20-00	70.13	70.13
7510	1	DELAOSA, ROBERT	UT		03/01/2019	501-0000-211.00-00	31.92	31.92

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ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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ACCOUNTING PERIOD 2019/09
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CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7511	3580	DIAMOND PURE WATER	006127		03/01/2019	503-4720-475.60-17	17.00	17.00
							*	
7512	2974	ECONOMIC DEV. JOURNAL OF	005740		03/01/2019	507-5762-454.53-00	595.00	595.00
							*	
7513	3462	EUSI LLC	005744 006128 006129		03/01/2019 03/01/2019 03/01/2019	503-4720-475.43-02 503-4720-475.31-98 503-4720-475.31-98	2,000.50 1,275.00 25,220.26 28,495.76	28,495.76
							*	
7514	1296	FRONTIER	005842 005843 005844 005845 005846 005847 005848 005849 005850 005851 005852 005853 005854 005855 005856 005857 005858		03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019	101-1025-415.52-10 101-2020-423.52-10 101-3010-431.52-10 101-5770-452.52-10 233-5772-452.52-10 101-5774-452.52-10 502-4710-471.52-10 503-4720-475.52-10 503-4720-475.52-10 507-5761-453.52-10 507-5762-454.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 580-4750-473.52-10	66.80 185.40 191.39 121.49 184.18 337.58 427.92 454.39 294.14 77.65 225.53 994.67 224.11 224.46 68.89 739.08 336.15 5,153.83	5,153.83
							*	
7515	1	GARY DOZIER	006034		03/01/2019	101-0000-204.20-00	54.83	54.83
							*	
7516	3796	GOLDEN VALLEY CABLE & COM	005815 005816 005841 005914 005924 005984 005985 006146		03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019	101-1030-414.61-01 101-1030-414.61-01 101-2020-423.52-10 503-4720-475.52-10 101-3010-431.52-10 509-4910-479.52-12 101-5774-452.52-10 101-5774-452.52-10	39.95- 3.04- 85.00 85.00 100.00 143.75 85.00 135.00 590.76	590.76
							*	
7517	324	GRAINGER PART OPERATIONS	005392 005395 005814 005839 005840 005910 005911		03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019	503-4720-475.61-21 503-4720-475.61-21 503-4720-475.61-21 503-4720-475.43-02 503-4720-475.43-02 503-4720-475.43-02 503-4720-475.43-02	73.83 137.50- 137.50- 423.95 272.11 87.62 282.00	

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7517	324	GRAINGER PART OPERATIONS	005912		03/01/2019	503-4720-475.43-02	98.98-	
			005913		03/01/2019	503-4720-475.43-02	510.84-	
			005915		03/01/2019	503-4720-475.43-14	370.93	
			005916		03/01/2019	503-4720-475.43-14	8.16-	
			006130		03/01/2019	503-4720-475.43-14	1,011.43	
			006131		03/01/2019	503-4720-475.43-14	716.22-	
			006132		03/01/2019	503-4720-475.43-14	370.93-	
							541.74	541.74
							*	
7518	3451	GREENS DISTRIBUTION LLC.	005818		03/01/2019	101-2020-423.43-29	15.47	
			005925		03/01/2019	580-4750-473.43-13	377.30	
			005926		03/01/2019	580-4750-473.60-55	181.02	
			005927		03/01/2019	580-4750-473.60-55	157.48	
			005928		03/01/2019	580-4750-473.60-55	234.22	
			005983		03/01/2019	580-4750-473.41-11	1,212.19	
							2,177.68	2,177.68
							*	
7519	2612	HARDWARE EXPRESS INCORP.	005745		03/01/2019	510-4410-405.61-01	11.65	
			005746		03/01/2019	507-5761-453.43-04	2.54	
			005747		03/01/2019	206-5771-452.43-04	5.73	
			005748		03/01/2019	101-5772-452.43-18	18.40	
			005749		03/01/2019	101-5772-452.43-18	14.73	
			005750		03/01/2019	101-5772-452.61-12	14.80	
			005804		03/01/2019	206-5771-452.43-04	5.11	
			005929		03/01/2019	101-3010-431.43-57	11.43	
			005930		03/01/2019	101-5772-452.61-12	2.95	
			005931		03/01/2019	101-5772-452.43-18	27.42	
			005932		03/01/2019	101-5772-452.43-18	2.66	
			005933		03/01/2019	101-5772-452.43-18	33.75	
			005934		03/01/2019	101-5772-452.43-18	30.70	
			005935		03/01/2019	101-5772-452.43-18	4.70	
			005936		03/01/2019	507-5761-453.43-04	4.40	
			005986		03/01/2019	101-5774-452.43-18	8.55	
			005987		03/01/2019	101-5774-452.43-18	46.06	
			005988		03/01/2019	101-5774-452.43-18	46.06	
			005989		03/01/2019	101-5774-452.43-18	50.31	
			005990		03/01/2019	502-4710-471.43-57	35.58	
							377.53	377.53
							*	
7520	1	HARRY HARUT EZAJIAN	006014		03/01/2019	101-0000-204.20-00	35.05	
			006015		03/01/2019	101-0000-204.20-00	35.05	
							70.10	70.10
							*	
7521	666	HELENA AGRI-ENT., LLC	005937		03/01/2019	507-5761-453.60-10	862.00	
							862.00	862.00
							*	
7522	3712	HENDERSON CHEVROLET COMPA	005938		03/01/2019	511-3021-432.43-23	114.78	
			005939		03/01/2019	511-3021-432.43-23	65.24	
							180.02	180.02
							*	

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7523	1	HERNANDEZ, DANIELLE M.	UT		03/01/2019	501-0000-211.00-00	122.61	122.61
							*	
7524	2762	INTEGRATED CONTROLS INC.	006144		03/01/2019	503-4720-475.43-02	1,000.00	1,000.00
							*	
7525	1	JANICE D. SIMMONS	006017		03/01/2019	101-0000-204.20-00	35.05	35.05
							*	
7526	2265	JERRY PORTER	004620 005836 005868		03/01/2019 03/01/2019 03/01/2019	502-4710-471.55-00 502-4710-471.55-00 502-4710-471.60-28	183.00 183.00- 59.30	59.30
							*	
7527	1	JESSICA & ANTHONY GONZALE	006016		03/01/2019	101-0000-204.20-00	35.05	35.05
							*	
7528	1	K & V MANAGEMENT LLC	006013		03/01/2019	101-0000-204.20-00	35.05	35.05
							*	
7529	1	LOUIS FREESE	006028		03/01/2019	101-0000-204.20-00	35.06	35.06
							*	
7530	125	MCCORMICK CONSTRUCTION CO	005752		03/01/2019	101-3010-431.60-11	2,837.51	2,837.51
							*	
7531	1	MIGUEL, SHERRY	UT		03/01/2019	501-0000-211.00-00	60.81	60.81
							*	
7532	2189	MOHAVE ENVIRONMENTAL LAB	005940		03/01/2019	101-3010-431.31-20	45.00	45.00
							*	
7533	1	MSB LLC	006020		03/01/2019	101-0000-204.20-00	35.05	35.05
							*	
7534	940	MULTIMEDIA	005753		03/01/2019	507-5762-454.53-00	112.00	112.00
							*	
7535	178	NAPA AUTO PARTS	005758 005759 005941 005942 005943 005944 005945 005946 005947 005948		03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019	507-5761-453.43-04 507-5761-453.43-04 511-3020-432.43-57 511-3021-432.43-26 511-3020-432.43-57 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 507-5761-453.43-04 507-5761-453.43-04 507-5761-453.43-04	30.90 14.00 11.30 38.09 11.30 10.76 252.61 5.97 61.80 1.92	438.65
							*	

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7536	218	NEWS WEST PUBLISHING CO.	005754		03/01/2019	101-1035-416.59-10	84.46	84.46
7537	2238	NORTHERN SAFETY CO. INC.	005991		03/01/2019	502-4710-471.61-21	601.47	601.47
7538	1786	NPWA						
7539	1786	NPWA						
			005755		03/01/2019	101-1070-410.41-10	343.05	343.05
			005756		03/01/2019	101-1070-410.41-20	201.32	201.32
			005757		03/01/2019	101-1070-410.41-30	72.50	72.50
			005770		03/01/2019	101-5772-452.41-10	61.13	61.13
			005771		03/01/2019	101-5772-452.41-10	63.80	63.80
			005772		03/01/2019	101-5772-452.41-20	40.71	40.71
			005773		03/01/2019	101-5772-452.41-20	43.14	43.14
			005774		03/01/2019	101-5772-452.41-20	46.61	46.61
			005775		03/01/2019	101-5772-452.41-10	115.58	115.58
			005776		03/01/2019	101-5772-452.41-10	51.81	51.81
			005777		03/01/2019	101-5772-452.41-10	82.34	82.34
			005778		03/01/2019	101-5772-452.41-20	185.40	185.40
			005779		03/01/2019	101-5772-452.41-10	29.82	29.82
			005780		03/01/2019	101-5772-452.41-20	188.13	188.13
			005781		03/01/2019	101-5772-452.41-30	72.50	72.50
			005782		03/01/2019	101-5772-452.41-20	903.68	903.68
			005783		03/01/2019	101-5772-452.41-10	13.92	13.92
			005784		03/01/2019	101-5772-452.41-10	87.75	87.75
			005785		03/01/2019	101-5772-452.41-20	897.56	897.56
			005786		03/01/2019	101-5772-452.41-30	72.50	72.50
			005787		03/01/2019	101-5772-452.41-10	49.76	49.76
			005788		03/01/2019	101-5772-452.41-20	90.01	90.01
			005822		03/01/2019	507-5762-454.41-10	105.76	105.76
			005829		03/01/2019	101-5774-452.41-10	490.26	490.26
			005830		03/01/2019	101-5774-452.41-10	68.56	68.56
			005831		03/01/2019	101-5774-452.41-20	57.84	57.84
			005832		03/01/2019	101-5770-452.41-10	1,183.69	1,183.69
			005833		03/01/2019	101-5770-452.41-20	240.86	240.86
			005834		03/01/2019	101-5770-452.41-30	72.50	72.50
			005859		03/01/2019	503-4720-475.41-10	46.26	46.26
			005860		03/01/2019	503-4720-475.41-20	187.60	187.60
			005861		03/01/2019	503-4720-475.41-10	308.45	308.45
			005862		03/01/2019	503-4720-475.41-20	48.84	48.84
			005863		03/01/2019	503-4720-475.41-10	4,658.86	4,658.86
			005864		03/01/2019	503-4720-475.41-20	284.02	284.02
			005865		03/01/2019	510-4410-405.41-10	595.17	595.17
			005866		03/01/2019	510-4410-405.41-20	203.48	203.48
			005867		03/01/2019	580-4750-473.43-13	29.26	29.26
			005949		03/01/2019	580-4750-473.43-13	51.09	51.09
			005950		03/01/2019	580-4750-473.43-13	69.68	69.68
			005951		03/01/2019	101-3010-431.41-20	54.33	54.33
			005952		03/01/2019	101-3010-431.41-30	362.50	362.50
			005953		03/01/2019			

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL	
7539	1786	NPUA	005954 005955 005967 005992 005993 005994 005995 005996 005997 005998		03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019	101-3010-431.41-20 101-3010-431.41-20 101-3010-431.41-10 580-4750-473.41-11 580-4750-473.41-11 580-4750-473.41-11 502-4710-471.41-10 502-4710-471.41-10 502-4710-471.41-10 580-4750-473.43-13	42.06 510.22 315.49 86.43 29.26 29.82 55.97 29.82 556.50 40.71	*	16,630.81
7540	3767	PATRICK MARTINEZ	006137 006138		03/01/2019 03/01/2019	101-1040-417.31-40 101-2025-424.64-00	70.73 80.88 151.61	*	151.61
7541	1578	PURCHASE POWER	005956		03/01/2019	510-4410-405.52-20	51.98 51.98	*	51.98
7542	15	QUILL CORP.	005805 005869 005870 005871 005872 006000 006001 006134 006135		03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019 03/01/2019	510-4410-405.61-31 101-1025-415.61-02 510-4410-405.61-31 510-4410-405.61-01 510-4410-405.61-06 510-4410-405.61-01 510-4410-405.61-01 510-4410-405.61-01 580-4750-473.61-02	169.16 140.06 83.99 14.54 62.41 332.96 141.14 163.48 452.54	*	1,560.28
7543	818	R & R PRODUCTS INC.	005761 005801 005957		03/01/2019 03/01/2019 03/01/2019	507-5761-453.43-17 101-5772-452.43-18 507-5761-453.43-04	50.72 50.73 135.29 236.74	*	236.74
7544	309	REPUBLIC SERVICES #78	005760		03/01/2019	505-4730-472.31-87	73,395.76 73,395.76	*	73,395.76
7545	2068	RICOH USA INC.	005806 005807		03/01/2019 03/01/2019	510-4410-405.70-02 510-4410-405.70-02	414.84 160.39 575.23	*	575.23
7546	258	ROBERT S. LYNCH	005751		03/01/2019	580-4750-473.31-50	19.33 19.33	*	19.33
7547	1186	SAFETY-KLEEN CORP.	006142		03/01/2019	507-5761-453.59-55	1,043.44 1,043.44	*	1,043.44
7548	1	SAM MORGAN	006021		03/01/2019	101-0000-204.20-00	35.05 35.05	*	35.05

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7564	1741	V & L LASER LLC					896.00 *	896.00
7565	475	VASQUEZ & COMPANY LLP	005809		03/01/2019	502-4710-471.31-49	409.20	
			005810		03/01/2019	503-4720-475.31-49	409.20	
			005811		03/01/2019	580-4750-473.31-49	421.60	
			PI1240	019001	03/01/2019	502-4710-471.31-49	1,570.49	
			PI1241	019001	03/01/2019	503-4720-475.31-49	1,570.49	
			PI1242	019001	03/01/2019	580-4750-473.31-49	1,618.08	
							5,999.06	5,999.06
7566	2469	VERIZON WIRELESS	006006		03/01/2019	101-2020-423.52-10	77.67	
							77.67	77.67
7567	1	WENDY CHRISTINA ANDRADE	006031		03/01/2019	101-0000-204.20-00	35.06	
							35.06 *	35.06
7568	3675	WESTERN CONSTRUCTION SPEC	005823		03/01/2019	580-4750-473.43-45	5,500.00	
							5,500.00 *	5,500.00
7569	3528	WESTERN ENVIRONMENTAL TES	005898		03/01/2019	503-4720-475.60-17	118.00	
			005999		03/01/2019	502-4710-471.59-75	251.80	
							369.80	369.80
7570	1023	XEROX	005825		03/01/2019	101-5774-452.74-20	90.54	
			005900		03/01/2019	101-1020-413.70-01	55.19	
			005901		03/01/2019	101-1025-415.70-01	55.19	
			005902		03/01/2019	101-1030-414.70-01	88.30	
			005903		03/01/2019	101-1035-416.70-01	55.19	
			005904		03/01/2019	101-1040-417.70-01	55.19	
			005905		03/01/2019	101-2025-424.70-01	55.19	
			005906		03/01/2019	101-2030-423.70-01	55.19	
			005907		03/01/2019	101-3010-431.70-01	22.08	
			005908		03/01/2019	510-4410-405.70-01	110.38	
			005909		03/01/2019	505-4730-472.90-00	59.66	
							702.10	702.10
7571	3780	ZIA ELECTRICAL PRODUCTS	005959		03/01/2019	580-4750-473.60-55	388.92	
							388.92 *	388.92
7572	1293	ZUBRICK T-SHIRTS	005824		03/01/2019	101-5774-452.60-31	960.30	
							960.30 *	960.30
7573	3828	3D-NETWORKS LLC	005812		03/01/2019	509-4910-479.31-90	1,087.50	
			005980		03/01/2019	509-4910-479.52-13	779.50	
			005981		03/01/2019	509-4910-479.31-90	1,300.00	
							3,167.00	3,167.00
7574	1	331 RIVER LLC	006029		03/01/2019	101-0000-204.20-00	35.06	
							35.06 *	35.06
BANK/CHECK TOTAL							481,548.56	481,548.56

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ALL BANKS/CHECKS TOTAL							481,548.56	481,548.56
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CITY OF NEEDLES CITY COUNCIL				YR. TO DATE					
WARRANT SUMMARY TOTALS FOR MARCH 1, 2019				3/1/2019	18-19 BUDGET				
		DEPT. AMT.	FUND AMT.						
FUND 101	GENERAL FUND	\$2,389.79							
101.1015.412	CITY ATTORNEY			\$45,516.39	\$85,000.00				
101.1020.413	CITY MANAGER	\$76.76		\$84,432.02	\$156,880.00				
101.1025.415	FINANCE DEPT.	\$424.53		\$171,920.87	\$292,411.00				
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$12.50		\$35,898.33	\$61,356.00				
101.1035.416	PLANNING /ZONING	\$124.72		\$43,664.39	\$95,139.00				
101.1040.417	ENGINEERING	\$44.03		\$49,931.66	\$144,299.00				
101.1060.410	COMMUNITY PROMOTIONS			\$2,776.75	\$21,350.00				
101.1070.410	SENIOR CENTER			\$451,866.67	\$897,788.00				
101.2010.421	SHERIFF			\$1,660,657.66	\$2,497,833.00				
101.2015.422	FIRE								
101.2020.423	ANIMAL SHELTER/CONTROL	\$61.93		\$79,764.20	\$152,381.00				
101.2025.424	BULDING & SAFETY	\$164.90		\$113,926.23	\$256,015.00				
101.2030.423	CODE ENFORCEMENT	\$176.85		\$2,007,757.89	\$3,168,129.00				
101.3010.431	PUBLIC WORKS	\$96.53		\$217,979.35	\$498,928.00				
101.4730.472	SANITATION	\$259.79		\$66,775.54	\$123,065.00				
101.5770.452.	AQUATICS			\$61,696.65	\$149,719.00				
101.5772.452	PARKS	\$112.92		\$200,446.09	\$316,767.00				
101.5774.452	RECREATION	\$6,387.50		\$397,442.57	\$743,832.00				
GENERAL FUND	TOTAL ALL DEPARTMENTS		\$10,332.75		\$5,732,254.00				
FUND 205	CDBG			\$577.88	\$64,425.00				
FUND 206	CEMETERY		\$24.92	\$54,084.26	\$93,993.00				
FUND 209	NARCOTICS FORFEITURE				\$9,777.00				
FUND 210	SPECIAL GAS TAX			\$77,845.00	\$217,207.00				
FUND 212	AIR QUALITY (MDAQD)			\$16,606.95	\$16,607.00				
FUND 214	SANBAG NEW LOCAL MEAS I				\$1,000.00				
FUND 225	COPS-AB 3229 SUPPLEMENTAL			\$55,138.59	\$169,600.00				
FUND 233	JACK SMITH PK.MARINA		\$72.03	\$53,555.28	\$98,899.00				
FUND 235	INTERSTATE COMM/40 J ST.			\$1,339.39					
FUND 239	CA.CONSERV RECYLING GRANT			\$2,152.86	\$8,475.00				
FUND 240	EL GARCES INTERMODAL								
FUND 243	ACTIVE TRANSPORT PROGRAM			\$398,389.15	\$421,225.00				
FUND 270	REDEVELOPMENT AGENCY		\$90.74	\$223,209.44	\$309,015.00				
FUND 470	RDA CAP PROJ.LOW & MOD.				\$5,000.00				
FUND 501	NPUA			\$7,244,532.23	\$13,515,192.00				
FUND 502	WATER DEPARTMENT		\$1,780.38	\$772,895.91	\$1,448,761.00				
FUND 503	WASTEWATER DEPARTMENT		\$88.76	\$580,017.50	\$1,082,320.00				
FUND 505	SANITATION		\$5,062.50	\$587,808.43	\$1,175,000.00				
FUND 506	ALL AMERICAN CANAL PROJ.		\$303.12	\$676,874.29	\$549,736.00				
FUND 507	GOLF FUND	\$558.83		\$323,417.28	\$527,942.00				
FUND 507.5761.453	GOLF MAINTENANCE DEPARTMENT			\$289,910.48					
FUND 507.5762.454	GOLF PRO SHOP DEPARTMENT			\$418,453.90					
FUND 507	GOLF FUND TOTAL		\$558.83	\$305,849.06	\$737,580.00				
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$465.19	\$129,228.44	\$320,954.00				
FUND 509	MIS		\$23.94	\$32,747.72	\$124,765.00				
FUND 510	ADMIN. FACILITY		\$27.02	\$85,229.84	\$148,718.00				
FUND 511	FLEET MANAGEMENT		\$590.48	\$110,551.41	\$197,025.00				
FUND 512	VEHICLE REPLACEMENT			\$233,909.05	\$306,185.00				
FUND 520	SR DIAL A RIDE			\$35,218.01	\$211,332.00				
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$15,387.30	\$32,383.00				
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$293,439.33	\$538,043.00				
FUND 580	ELECTRIC		\$1,613.62	\$3,268,857.56	\$5,827,075.00				
FUND 581	NPUA CAPITAL ELECTRIC			\$133,360.00	\$69,304.00				
FUND 582	NPUA CAPITAL WATER			-\$5,415.94	\$150,064.00				
FUND 583	NPUA CAPITAL WASTEWATER			-\$24,816.89					
FUND 585	HOSPITAL								
FUND 650	IMPACT FEES NORTH NEEDLES			\$4,310.00	\$26,873.00				
FUND 651	IMPACT FEES SOUTH AREAS			\$4,310.00	\$65,072.00				
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 21,034.28	\$22,091,426.97	\$43,862,693.00				
I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City Council approved and amended FY 2018/2019 Budget.									
Rick Daniels, City Manager		Date	Sylvia Miledi		3/5/19	Date			
Kippy Poulson, City Treasurer		Date							

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ RETAINAGE TAKEN
7464	2664	00	BIG BEAR HIGH SCHOOL	03/01/2019	1,000.00	.00
7465	3286	00	COLONIAL LIFE	03/01/2019	1,353.74	.00
7466	3399	00	COURT-ORDERED DEBT COLLECTIONS	03/01/2019	50.24	.00
7467	3634	00	EMPPOWER	03/01/2019	299.59	.00
7468	1296	00	FRONTIER	03/01/2019	27.02	.00
7469	1305	00	GREAT WEST LIFE	03/01/2019	2,715.00	.00
7470	2879	00	JENNIFER VALENZUELA	03/01/2019	4,498.86	.00
7471	2879	00	JENNIFER VALENZUELA	03/01/2019	4,800.00	.00
7472	3502	00	POULSON, KIPPY	03/01/2019	275.00	.00
7473	3458	00	MUTUAL OF OMAHA	03/01/2019	1,825.29	.00
7474	1199	00	SAN BERNARDINO PUBLIC EMPL. ASSOC.	03/01/2019	720.80	.00
7475	2505	00	CAMPBELL, SHERYL	03/01/2019	34.00	.00
7476	3571	00	URBAN FUTURES, INC.	03/01/2019	5,062.50	.00
7477	1217	00	VISION SERVICE PLAN	03/01/2019	738.54	.00
7478	3651	00	WELLS FARGO	03/01/2019	1,387.70	.00
NUMBER OF CHECKS				15	GRAND TOTAL	20,788.28

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7472	3502	KIPPY POULSON	005741		03/01/2019	101-1025-415.31-90	275.00	275.00
							*	
7473	3458	MUTUAL OF OMAHA	006080		03/01/2019	101-1020-413.24-10	61.26	
			006081		03/01/2019	101-1025-415.24-10	105.12	
			006082		03/01/2019	101-1030-414.24-10	10.60	
			006083		03/01/2019	101-1035-416.24-10	17.96	
			006084		03/01/2019	101-1040-417.24-10	29.19	
			006085		03/01/2019	101-2020-423.24-10	51.04	
			006086		03/01/2019	101-2025-424.24-10	140.79	
			006087		03/01/2019	101-2030-423.24-10	124.97	
			006088		03/01/2019	101-3010-431.24-10	54.78	
			006089		03/01/2019	101-4730-472.24-10	9.54	
			006090		03/01/2019	101-5772-452.24-10	75.31	
			006091		03/01/2019	101-5774-452.24-10	51.47	
			006092		03/01/2019	206-5771-452.24-10	17.05	
			006093		03/01/2019	233-5772-452.24-10	37.50	
			006094		03/01/2019	270-4631-463.24-10	78.10	
			006095		03/01/2019	502-4710-471.24-10	194.29	
			006096		03/01/2019	503-4720-475.24-10	69.17	
			006097		03/01/2019	506-4713-477.24-10	16.55	
			006098		03/01/2019	507-5761-453.24-10	92.90	
			006099		03/01/2019	507-5762-454.24-10	31.50	
			006100		03/01/2019	508-4810-478.24-10	84.48	
			006101		03/01/2019	511-3020-432.24-10	74.14	
			006102		03/01/2019	580-4750-473.24-10	397.58	
							1,825.29	
							*	
								1,825.29
7474	1199	SAN BERNARDINO PUBLIC EMP	006119		03/01/2019	101-0000-209.03-01	240.11	
			006120		03/01/2019	233-0000-209.03-01	15.90	
			006121		03/01/2019	502-0000-209.03-01	122.81	
			006122		03/01/2019	507-0000-209.03-01	78.48	
			006123		03/01/2019	508-0000-209.03-01	57.02	
			006124		03/01/2019	511-0000-209.03-01	32.88	
			006125		03/01/2019	580-0000-209.03-01	173.60	
							720.80	
							*	
								720.80
7475	2505	SHERYL CAMPBELL	006103		03/01/2019	101-0000-209.03-01	17.00	
			006104		03/01/2019	502-0000-209.03-01	5.00	
			006105		03/01/2019	507-0000-209.03-01	2.00	
			006106		03/01/2019	580-0000-209.03-01	4.00	
			006107		03/01/2019	511-0000-209.03-01	1.00	
			006108		03/01/2019	580-0000-209.03-01	5.00	
							34.00	
							*	
								34.00
7476	3571	URBAN FUTURES, INC.	PI1243	019027	03/01/2019	505-4730-472.90-00	5,062.50	
							5,062.50	
							*	
								5,062.50
7477	1217	VISION SERVICE PLAN	006037		03/01/2019	101-1025-415.24-10	10.89	
			006038		03/01/2019	101-1020-413.24-10	15.50	



City of Needles, California

Request for City Council Action

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

Meeting Date: March 12, 2019

Title: Accept the Public Works Agreement between the County of San Bernardino and the City of Needles for the reconstruction of the Five Mile Station Road

Background: The County of San Bernardino desires to conduct pavement preventative maintenance on certain County-maintained roads in the Needles area and Five Mile Station Road in the County & the City. The County and the City of Needles share jurisdiction of Five Mile Station Road from State Highway 95 to 1.76 miles southeast of State Highway 95.

The County and the City desire to enter into a cooperative agreement to apply a chip seal and a fog seal on Five Mile Station Road, from State Highway 95 to 1.76 miles southeast of State Highway 95. The project is a maintenance project and will be performed by the County Department of Public Works Road Operations labor force. Contract has been reviewed and approved by the City Attorney.

Fiscal Impact: The total project cost is estimated to be \$79,000, as shown in Exhibit "A, "Estimate of Project Costs," and attached in the agreement. The City's portion of the project is \$17,000 which will be funded by Senate Bill 1 funds the current balance is \$58,601.

Recommendation: Accept the Public Works Agreement between the County of San Bernardino and the City of Needles for the reconstruction of the Five Mile Station Road and authorize the Mayor to execute said agreement.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review:

Rick

Date:

3/6/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐



Contract Number

SAP Number

Public Works

Department Contract Representative	Sundaramoorthy (Sri) Srirajan, P.E., Chief
Telephone Number	387-8166
Contractor	City of Needles (CITY)
Contractor Representative	Dennis Callaway
Telephone Number	(760) 326-2451
Contractor	
Contractor Representative	
Telephone Number	
Contract Term	12/18/18 - 06/30/21
Original Contract Amount	\$17,000
Amendment Amount	
Total Contract Amount	\$17,000
Cost Center	6650002000 /44H14968

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (COUNTY) desires to conduct pavement preventative maintenance on certain COUNTY-maintained roads in the Needles area; and

WHEREAS, Five Mile Station Road in the Needles area is included among the roads on which the COUNTY desires to conduct preventative maintenance; and

WHEREAS, the COUNTY and the City of Needles (CITY) share jurisdiction of Five Mile Station Road from State Highway 95 to 1.76 miles southeast of State Highway 95; and

WHEREAS, the COUNTY and the CITY desire to enter into a cooperative agreement to apply a chip seal and a fog seal on Five Mile Station Road, from State Highway 95 to 1.76 miles southeast of State Highway 95, (hereinafter referred to as PROJECT); and

WHEREAS, the PROJECT is a maintenance project and will be performed by the COUNTY Department of Public Works Road Operations labor force; and

WHEREAS, Streets and Highways Code sections 1685 and 1803 authorize CITY to contract with COUNTY for the maintenance, construction or repair of CITY streets and roads, if the legislative body of

CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads; and

WHEREAS, the legislative body of CITY determines that it is necessary for the more efficient maintenance, construction, or repair of its streets and roads within CITY to contract with COUNTY for the PROJECT; and

WHEREAS, it is anticipated that COUNTY's share of PROJECT costs will be from COUNTY Senate Bill 1 Road Maintenance and Road Rehabilitation account funds and CITY's share of PROJECT costs will be financed through its local funds; and

WHEREAS, the total PROJECT cost is estimated to be \$79,000, as shown in Exhibit "A," "Estimate of Project Costs," attached hereto and incorporated herein by this reference; and

WHEREAS, COUNTY and CITY desire to set forth the responsibilities and obligations of each as they pertain to the proposed PROJECT.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

1.0 COUNTY AGREES TO:

- 1.1 Act as the Lead Agency for the PROJECT, which will be performed by the COUNTY's Department of Public Works Road Operations labor force.
- 1.2 Review said street pavement condition, process related California Environmental Quality Act (CEQA) compliance document (Public Resources Code section 21000 et seq.), and perform the PROJECT. Right-of-way services and utility relocation are not anticipated for the PROJECT and therefore are not included in this Agreement.
- 1.3 Obtain a no-cost permit from CITY for work performed within the CITY's right-of-way.
- 1.4 Submit to the CITY an invoice in the lump sum amount of \$17,000 after the PROJECT is completed and accepted by the CITY.
- 1.5 Accept a lump sum payment of \$17,000 from the CITY to pay for the CITY's share of the PROJECT costs associated with the performance of work described in this Section.

2.0 CITY AGREES TO:

- 2.1 Provide a qualified representative who shall have the authority to discuss and resolve issues concerning the PROJECT with the COUNTY.
- 2.2 Approve the PROJECT work and provide a no-cost permit to the COUNTY for PROJECT work in CITY's right-of-way.
- 2.3 Pay to the COUNTY a lump sum of \$17,000 for the CITY's share of the PROJECT costs described in Section 1.0 above.
- 2.4 Pay the COUNTY within thirty (30) days after receipt of the invoice from COUNTY pursuant to Paragraph 1.4 above.

3.0 IT IS MUTUALLY AGREED:

- 3.1 Except for activities that are impossible to perform during COUNTY's performance of PROJECT work, before, during and after CITY's acceptance of completed PROJECT, CITY shall be responsible for performing any and all work (including, but not limited to, maintenance) on CITY streets in the PROJECT limits that are in the CITY incorporated area.
- 3.2 CITY agrees to indemnify, defend (with counsel approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from CITY's negligent acts or omissions which arise from CITY's performance of its obligations under this Agreement.
- 3.3 COUNTY agrees to indemnify, defend (with counsel approved by CITY) and hold harmless CITY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability resulting from COUNTY's negligent acts or omissions which arise from COUNTY's performance of its obligations under this Agreement.

- 3.4 In the event the COUNTY and/or the CITY is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the Agreement, the COUNTY and/or CITY shall indemnify the other to the extent of its comparative fault.
- 3.5 In the event of litigation arising from this Agreement, each Party to the Agreement shall bear its own costs, including attorney(s) fees. This paragraph shall not apply to the costs or attorney(s) fees relative to Paragraphs 3.2, 3.3, 3.4 and 3.5.
- 3.6 COUNTY and CITY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability and Worker's Compensation, and warrant that through their respective programs of self-insurance they have adequate coverage or resources to protect against liabilities arising out of COUNTY and CITY's performance of the terms, conditions or obligations of this Agreement.
- 3.7 Prior to COUNTY's mobilization of PROJECT work, this Agreement may be terminated without cause upon thirty (30) days advance written notice of either Party. Once COUNTY initiates the mobilization of PROJECT work, the Parties may not terminate this Agreement without cause. In the event of termination, all PROJECT expenses incurred by COUNTY for work done within CITY's jurisdiction prior to the effective date of termination shall be paid by CITY in an amount not to exceed \$17,000. The Parties recognize and agree that the provisions governing utility relocation and construction are dependent upon the Parties first satisfying CEQA. As provided in this paragraph, the Agreement may be cancelled with or without cause, before, during and after CEQA review/approval.
- 3.8 Except for the CITY's operation, maintenance and indemnification obligations and the COUNTY's indemnification obligations contained herein which shall survive termination, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by the CITY for the PROJECT costs.
- 3.9 This Agreement contains the entire agreement of the Parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.10 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between CITY and COUNTY concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and tried in the appropriate state court, located in the County of San Bernardino, California.
- 3.11 Time is of the essence for each and every provision of this Agreement.
- 3.12 Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed COUNTY work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.13 No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.14 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 3.15 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.16 This Agreement will be effective on the date signed by both Parties and shall conclude upon satisfaction of the terms identified in Paragraph 3.8 or June 30, 2021 (whichever occurs first).
- 3.17 The Recitals are incorporated into the body of this Agreement.

BOARD OF SUPERVISORS

▶

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

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

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

By _____
Deputy

CITY OF NEEDLES

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

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

Name Jeffrey Williams, Mayor
(Print or type name of person signing contract)

Dated: _____

Attest: _____

Dale Jones, Secretary
(Print or Type)
Approved as to Legal Form

SBEMP

John O. Pinkney, City Attorney

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ _____
Scott M. Runyan, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

▶ _____
Mohammad Ali, P.E., Chief

Date _____

Reviewed/Approved by Department

▶ _____
Kevin Blakeslee, Department Head

Date _____

EXHIBIT A

**ESTIMATE OF PROJECT COSTS
FOR CITY OF NEEDLES
FOR CHIP SEAL PROJECT
IN THE NEEDLES AREA**

County Road Sequence No.	Road Name	Limits	Project Length	Total Project Cost	COUNTY Share	CITY Share
3558000010	Five Mile Station Road	SH 95 to 1.76 miles southeast of SH 95	1.76 Miles	\$79,000	\$62,000	\$17,000

ORDINANCE NO. 611-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, ADOPTING ORDINANCE NO. 611-AC, AMENDING SECTION 13-49 OF THE NEEDLES MUNICIPAL CODE (NMC), ADDING ANGLE PARKING ON F STREET EXTENDING FROM BROADWAY TO FRONT STREET ON THE EAST SIDE EXTENDING TO ITS TERMINUS

WHEREAS, F Street between Front Street and Broadway Street is currently parallel parking on the East side; and

WHEREAS, Angle parking creates three (3) more parking spaces on F Street; and

WHEREAS, the City Council wishes to designate angle parking on F Street between Front Street and Broadway Street on the east side extending to its terminus; and

WHEREAS, the asphalt will be restriped to allow angle parking on F Street between Front Street and Broadway Street on the east side extending to its terminus; and

WHEREAS, on February 26, 2019 the City Council of the City of Needles conducted and concluded a public hearing concerning the amendment to Section 13-49 Angle Parking Permitted in Certain Places of the Needles Municipal Code, as more fully set forth below; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred; and

WHEREAS, the City Council has considered the matter carefully,

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

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

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

SECTION 3. The City Council **HEREBY APPROVES** Ordinance 611-AC, for an amendment to the Needles Municipal Code (NMC) as follows:

Sec. 13-49. Angle Parking Permitted in Certain Places.

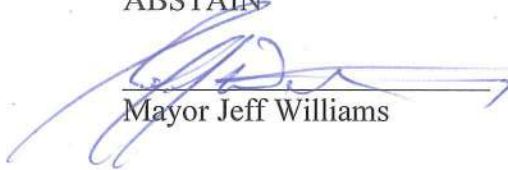
- (a) Whenever this chapter designates and describes any street or portion thereof upon which angle parking shall be permitted, the city traffic engineer shall mark or sign such street indicating the angle at which vehicles shall be parked.
- (b) When signs or markings are in place indicating angle parking as provided in this section, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

- (c) On the accordance with this section, and when signs or markings are in place giving notice thereof, drivers of vehicles may stand or park a vehicle only as indicated by such marks or signs on the following streets or portions thereof

<u>Street</u>	<u>Extent</u>	<u>Sides</u>
"E" Street	Broadway East to Third Street	East
"F" Street	Broadway East to Front Street	East

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 26, day of February 2019, by the following roll call vote:

AYES: Councilmembers Gudmundson, Terral, Hazlewood, Belt
NOES Vice Mayor Paget and Longacre
ABSENT None
ABSTAIN None



Mayor Jeff Williams

Attest: 

City Clerk Dale Jones, CMC

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of March, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Jeff Williams

(Seal)

Attest: _____
City Clerk Dale Jones, CMC

Approved as to form:



City Attorney John Pinkney



PARALLEL PARKING STRIPING

EDGE OF MAJOR ROAD TRAVEL LANE AS PER MSHTO.

21.867H
6.658H
6.650H
0.650H
6.658H
5.005
29.250H



(IN VERT)
1 inch = 20' ft.

SIGHT TRIANGLE

CALL BLUE STAKES



PROJECT #	PROJECT NAME	PROJECT TYPE	PROJECT STATUS	PROJECT START DATE	PROJECT END DATE	PROJECT BUDGET	PROJECT ACTUAL COST	PROJECT VARIANCE	PROJECT RISK	PROJECT COMPLETION DATE
1	Project A	Construction	Completed	2023-01-01	2023-03-31	\$1,000,000	\$950,000	\$50,000	Low	2023-03-31
2	Project B	Software Development	In Progress	2023-04-01	2023-06-30	\$500,000	\$480,000	\$20,000	Medium	2023-06-30
3	Project C	Marketing Campaign	On Hold	2023-07-01	2023-09-30	\$200,000	\$200,000	\$0	High	2023-09-30
4	Project D	Research & Development	Planned	2023-10-01	2024-03-31	\$750,000	\$0	\$750,000	Low	2024-03-31
5	Project E	Infrastructure Upgrade	Completed	2023-01-01	2023-05-31	\$300,000	\$310,000	-\$10,000	Medium	2023-05-31
6	Project F	Product Launch	In Progress	2023-06-01	2023-12-31	\$400,000	\$380,000	\$20,000	Medium	2023-12-31
7	Project G	System Integration	On Hold	2023-08-01	2024-01-31	\$150,000	\$150,000	\$0	High	2024-01-31
8	Project H	Facility Renovation	Planned	2024-02-01	2024-06-30	\$600,000	\$0	\$600,000	Low	2024-06-30
9	Project I	Customer Service Improvement	Completed	2023-02-01	2023-04-30	\$100,000	\$90,000	\$10,000	Low	2023-04-30
10	Project J	IT Security Upgrade	In Progress	2023-05-01	2023-11-30	\$250,000	\$240,000	\$10,000	Medium	2023-11-30

24" x 36" (24" x 36")

24" x 36" (24" x 36")

F STREET PARKING

SHIPPING PLAN - ALL. IS
(SIGHT DISTANCE IGNORED)

CONCEPT 2 OF 4

CONCEPT 2 OF 4

ORDINANCE NO. 612-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEEDLES, CALIFORNIA, ADOPTING ORDINANCE NO. 612-
AC, ESTABLISHING A LOCAL AGENCY MANAGEMENT
PROGRAM FOR THE CITY OF NEEDLES BUILDING AND
SAFETY DEPARTMENT

WHEREAS, on June 19, 2012, the State Water Resources Control Board (State Water Board) adopted Resolution No. 2012-0032, which approved the Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy) regulating onsite wastewater treatment systems (OWTS) statewide; and

WHEREAS, the OWTS Policy defines a "local agency" as any subdivision of state government that has responsibility for permitting the installation and regulation of OWTS within its jurisdictional boundaries; typically, a county, city, or special district; and

WHEREAS, the OWTS Policy allows local agencies to propose Local Agency Management Programs (LAMPs) for approval by the Colorado River Basin Water Board. Upon approval of the LAMP, the local agency manages the installation of new and replacement OWTS under the LAMP; and

WHEREAS, prior to approval of a proposed LAMP, the OWTS Policy requires the Colorado River Basin Water Board to solicit comments from the State Water Board's Division of Drinking Water (DOW) regarding the LAMP's proposed setbacks and notifications to water purveyors; and

WHEREAS, on July 3, 2018, the City of Needles Building and Safety Division submitted a proposed LAMP with an area of applicability that extends within the boundaries of the Colorado River Basin Water Board; and

WHEREAS, on August 7, 2018, Colorado River Basin Water Board staff submitted a copy of the final proposed LAMP to DOW and solicited comments from DOW regarding the proposed LAMP's policies and procedures, including notification of local water purveyors prior to OWTS permitting; and

WHEREAS, on November 8, 2018, the Colorado River Basin Water Board, in a public meeting, heard and considered all comments pertaining to this action and approved the final proposed LAMP submitted by the City of Needles Building and Safety Division; and

WHEREAS, the City desires to establish a Local Agency Management Program for the City of Needles Building and Safety Department; and

WHEREAS, the State Water Resources Control Board's Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy) allows local agencies to establish criteria that may differ from the Tier 1 Low Risk New or Replacement OWTS standards to allow for continued local agency oversight; and

WHEREAS, the LAMP may accommodate regional geologic and climatic conditions as well as local policy implications to continue and facilitate local agency management and appropriate regulation of OWTS; and

WHEREAS, the OWTS Policy also expands the traditional local oversight emphasis from the protection of public health to include the protection of water quality; and

WHEREAS, a local agency without an approved LAMP may permit new or replacement OWTS consistent with Tier 1, 3, and/or 4 requirements. Owners of new or replacement OWTS that do not meet the tier requirements must submit a report of waste discharge (ROWD) to the appropriate Regional Water Board; and

WHEREAS, with development in rural areas of the City of Needles continuing to grow, the requirements defined by Tier 1 of the OWTS Policy do not meet the future city development needs. The limitations on dispersal depth, the 2½ acre minimum parcel size for new lots on which OWTS can be installed, and the prohibition on seepage pits is too restrictive.

WHEREAS, the LAMP will specifically address waste water issues, City requirements, and scope of coverage for OWTS installation and maintenance. The minimum lot size requirement of one acre does not preclude the prescription of more stringent lot size requirements in specific areas, if it is determined necessary to protect water quality.

WHEREAS, the City Council has considered the matter carefully,

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

SECTION 1. The City Council **HEREBY FINDS AND DETERMINES** that facts do exist to approve an amendment to the Needles Municipal Code (NMC).

SECTION 3. The City Council **HEREBY APPROVES** Ordinance 612-AC, for an amendment

to the Needles Municipal Code (NMC) as follows:

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

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 26 day of February, 2019, by the following roll call vote:

AYES: Councilmembers Gudmundson, Terral, Hazlewood, Paget, Belt
NOES: None and Longacre
ABSENT: None
ABSTAIN: None



Mayor Jeff Williams

Attest: 

City Clerk Dale Jones, CMC

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12th day of March, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Jeff Williams

(Seal)

Attest: _____
City Clerk Dale Jones, CMC

Approved as to form:



City Attorney John Pinkney

**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION**

RESOLUTION R7-2018-0033

APPROVING THE LOCAL AGENCY MANAGEMENT PROGRAM
FOR
CITY OF NEEDLES
BUILDING AND SAFETY DIVISION

WHEREAS, The California Regional Water Quality Control Board, Colorado River Basin Region (Colorado River Basin Water Board) finds that:

- A. On June 19, 2012, the State Water Resources Control Board (State Water Board) adopted Resolution No. 2012-0032, which approved the *Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems* (OWTS Policy) regulating onsite wastewater treatment systems (OWTS) statewide.
- B. The OWTS Policy defines a "local agency" as any subdivision of state government that has responsibility for permitting the installation and regulation of OWTS within its jurisdictional boundaries; typically, a county, city, or special district.
- C. The OWTS Policy allows local agencies to propose Local Agency Management Programs (LAMPs) for approval by the Colorado River Basin Water Board. Upon approval of the LAMP, the local agency manages the installation of new and replacement OWTS under the LAMP.
- D. Prior to approval of a proposed LAMP, the OWTS Policy requires the Colorado River Basin Water Board to solicit comments from the State Water Board's Division of Drinking Water (DDW) regarding the LAMP's proposed setbacks and notifications to water purveyors.
- E. On July 3, 2018, the City of Needles Building and Safety Division submitted a proposed LAMP with an area of applicability that extends within the boundaries of the Colorado River Basin Water Board.
- F. On July 31, 2018, Colorado River Basin Water Board staff sent comments via email to the City of Needles regarding the submitted proposed LAMP.
- G. In response to Colorado River Basin Water Board staff's comments, the City of Needles revised the draft LAMP and submitted a final proposed LAMP on August 3, 2018.
- H. On August 7, 2018, Colorado River Basin Water Board staff submitted a copy of the final proposed LAMP to DDW and solicited comments from DDW regarding the proposed LAMP's policies and procedures, including notification of local water purveyors prior to OWTS permitting.
- I. Colorado River Basin Water Board staff has reviewed the final proposed LAMP and determined that the LAMP addresses the required elements of the OWTS Policy. Staff recommends that the Board approve the LAMP.

Resolution R7-2018-0033 Approving the Local Agency Management Program
City of Needles Building and Safety Division

- J. On October 10, 2018, the Colorado River Basin Water Board notified the City of Needles Building and Safety Division and interested parties of the opportunity for public comment and a public hearing concerning consideration of a resolution to approve the final proposed LAMP.
- K. On November 8, 2018, the Colorado River Basin Water Board, in a public meeting, heard and considered all comments pertaining to this action.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The Colorado River Basin Water Board hereby approves the final proposed LAMP submitted by the City of Needles Building and Safety Division; and
- 2. The LAMP becomes effective upon adoption of an implementing ordinance by the City of Needles.

I, Paula Rasmussen, Acting Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of Resolution R7-2018-0033 adopted by the California Regional Water Quality Control Board, Colorado River Basin Region, on November 8, 2018.



Paula Rasmussen
Acting Executive Officer

Update of Water Quality Control Policy for Siting, Design, Operation and Maintenance of Onsite Wastewater Treatment Systems (OWTS Policy)

OWTS Policy Update Information

What is the OWTS Policy?

- The OWTS Policy was adopted by the State Water Resources Control Board (State Water Board); the Policy became effective May 13, 2013. The Policy established a statewide, risk-based, tiered approach for regulation and management of OWTS. More information on the OWTS Policy is available at:

https://www.waterboards.ca.gov/water_issues/programs/owts/docs/owts_fs.pdf

Why was the OWTS Policy updated?

- The Policy includes a conditional waiver of waste discharge requirements for systems in compliance with the Policy, which by law expires after five years. The State Water Board renewed the conditional waiver on April 17, 2018.
- OWTS Policy Attachment 2 contains a list of impaired waterbodies for which OWTS discharges are likely to be a contributing source of pathogens or nitrogen. Since the adoption of the OWTS Policy, technical studies performed and other factors justify changes to Attachment 2. The list of water bodies was amended to reflect the changes.
- The resolution and supporting staff report that amend the OWTS Policy are available at:
https://www.waterboards.ca.gov/water_issues/programs/owts/docs/rs2018_0019.pdf

How will the update affect OWTS owners?

- OWTS located near waterbodies removed from Attachment 2 are no longer subject to Tier 3 requirements unless a local agency has developed an advanced protection management program (APMP) for the area. Your local agency will inform you of APMP requirements if they are applicable.

What Changed After May 13, 2018?

- Local agencies that developed a local agency management program (LAMP) that was approved by the Regional Water Quality Control Board (Regional Water Board) may implement the approved program.
- A local agency without an approved LAMP may permit new or replacement OWTS consistent with Tier 1, 3, and/or 4 requirements. Owners of new or replacement OWTS that do not meet the tier requirements must submit a report of waste discharge (RWD) to the appropriate Regional Water Board.
- For OWTS classified as Tier 4 that cannot be repaired to comply with Tier 1 or 3 requirements, the Regional Water Board may authorize repairs in substantial conformance with the OWTS Policy or may require submission of an RWD. Local agencies with an approved LAMP may authorize repairs in substantial conformance with applicable Tier 2 requirements for OWTS not able to comply with corrective action requirements.

Additional Resources

OWTS Policy Program Page

The OWTS update documents, staff report, fact sheets, and other OWTS related documents are available on the program page at:

https://www.waterboards.ca.gov/water_issues/programs/owts/index.html

Tier 3 Map Screening Tool

The State Water Board has updated the Tier 3 map available on the Internet to reflect the OWTS Policy update. Due to inherent mapping resolution issues, the tool is for screening only. Verification of Tier 3 status is required. The map is available at:

<http://gispublic.waterboards.ca.gov/webmap/owts/owtsmap.html>

Surface and Groundwater Quality Data

Water quality data maintained by the State of California is available on the Internet from the following databases:

Surface Water Data The California Environmental Data Exchange Network (CEDEN) provides surface water quality data, including streams, lakes, rivers, and the coastal ocean. The data is available at:
<http://ceden.org/index.shtml>

Groundwater Data The Groundwater Ambient Monitoring and Assessment (GAMA) and GeoTracker program provides groundwater quality data. The data is available at:
<https://www.waterboards.ca.gov/gama/>

For more information please contact:

Greg Marquis, P.G., Engineering Geologist
greg.marquis@waterboards.ca.gov or (916) 341-5911



City of Needles Local Agency Management Program (LAMP)

**For Onsite Wastewater
Treatment Systems
(OWTS)**

Aug 3, 2018

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CHAPTER 1: INTRODUCTION

The City of Needles is located in the eastern boundary of San Bernardino County and lies on the western banks of the Colorado River in the Mohave Valley sub-region of the Mojave Desert, near the borders of Arizona and Nevada and roughly 110 miles from Las Vegas. City limits encompass approximately 31 square miles with a median elevation of 495 feet above sea level.

This chapter will provide an overview of the City of Needles, Local Agency Management Program (LAMP), the Agencies responsible for Onsite Wastewater Treatment Systems (OWTS), as well as commonly used definitions.

1.1 City of Needles Geographical Information

The City of Needles was founded in 1883 and incorporated as a city in 1913. Average summer daily temperatures of 106 °F to 122 °F. Average daily temperatures in the winter range from highs between 62 and 80 °F with average winter low temperatures of approximately 40 to 60 °F. Needles land elevations range from a low near the Colorado River of 470 feet above sea level to a high near the southwest side of the Needles Airport of 1,100 feet above sea level. The median elevation at the City Administrative Offices is 510'. The soils are predominantly sand, gravel, silt, and clay with high runoff coefficients and fast percolation.

1.2 Definitions

Above Ground Dispersal System

A covered sand bed elevated above original ground surface with an effluent leach field located in the sand bed.

Alternative Onsite Wastewater Treatment System (OWTS)

Any OWTS that does not meet the criteria of a conventional OWTS, but is allowed under conditions specified by BSD. These include supplemental treatment systems (see separate definition) and alternative dispersal system, such as pressurized dose distribution systems.

Basin Plan (or Water Quality Control Plan)

A plan which identifies surface and ground water bodies within each region's boundaries, and establishes for each, its respective beneficial uses, and water quality objectives. Basin plans are adopted by the Regional Water Quality Control Board (RWQCB) and State Water Resources Control Board (SWRCB), and are approved by the Office of Administrative Law.

Bedrock

The rock, usually solid, which underlies soil or other unconsolidated, surficial material.

Building and Safety Division (BSD)

City of Needles building and safety division.

California Environmental Data Exchange Network (CEDEN)

A central location to find and share information about California's water bodies, including streams, lakes, rivers, and coastal oceans.

Cesspool

An excavation in the ground receiving domestic wastewater, designed to retain the organic matter and solids, while allowing the liquids to seep into the soil. Cesspools differ from seepage pits because cesspools do not have a septic tank to pretreat the sewage prior to discharge into the soil.

Clay

Term used to describe a soil particle, or type of soil texture. As a soil:

- Particle – clay consists of individual rock or mineral particles having diameters of <0.002 millimeters (mm).
- Texture – clay is a soil material that is comprised of 40%, or more, clay particles, not more than 45% sand, and not more than 40% silt particles using the United States Department of Agriculture (USDA) soil classification system.

Cobbles

Rock fragments measuring 76 mm or larger, using the USDA soil classification systems.

Designated Maintenance Area (DMA)

Areas of the city that do not have a public sewer system and have been determined by a RWQCB that are sensitive to septic system waste discharge.

Dispersal System

A type of system for final wastewater treatment and subsurface discharge, which may include a leach field, seepage pit, mound, subsurface drip field, or evapotranspiration and infiltration bed.

Domestic Wastewater

Wastewater with a measured strength less than high strength wastewater, which is discharged from plumbing fixtures, appliances and other household devices.

Domestic Well

A groundwater well that provides water for human consumption, and is not regulated by the SWRCB Division of Drinking Water (DDW).

Effluent

Sewage, water, or other liquid (partially or completely treated, or in its natural state), flowing out of a septic tank, aerobic treatment unit, dispersal system, or other OWTS component.

Electronic Deliverable Format (EDF)

The data standard adopted by the SWRCB for submittal of groundwater quality monitoring data to the State Water Board's internet-accessible database system, Geotracker.

Existing OWTS

An OWTS that, was constructed, operating, and issued a permit prior to the effective date of the LAMP.

Grease Interceptor

A passive interceptor with a rate of flow exceeding 50 gallons-per-minute located outside a building, and used for separating and collecting grease from wastewater.

Groundwater

Water below the land surface that is at, or above, atmospheric pressure.

High Strength Wastewater

Wastewater, prior to septic tank or other form of OWTS treatment component, having:

- A 30-day average concentration of Biochemical Oxygen Demand (BOD) greater than 300 milligrams per liter (mg/L).
- Total Suspended Solids (TSS) greater than 330 mg/L.
- A Fats, Oil, and Grease (FOG) concentration greater than 100mg/L.

Impaired Water Bodies/303(d) List

Surface water bodies, or segments thereof, identified on the Section 303(d) list pursuant to the Federal Clean Water Act, approved by the SWRCB, and United States Environmental Protection Agency (EPA).

International Association of Plumbing and Mechanical Officials (IAPMO)

An association that assists individual jurisdictions, both in the United States and abroad, to meet their specific needs by coordinating the development and adaptation of plumbing, mechanical, swimming pools, and solar energy codes.

Local Agency

Any subdivision of state government responsible for permitting, installation, and regulation of OWTS within its jurisdictional boundaries; typically a county, city, or special district.

Local Agency Management Program (LAMP)

A program for the siting, design, operation and maintenance of OWTS, developed by a local agency, and approved by the RWQCB as an alternate method to achieve the same policy purpose as that of OWTS policy.

Major Repair

A repair for an OWTS dispersal system due to surfacing wastewater effluent from the dispersal field and/or wastewater backed up into plumbing fixtures. because the dispersal system is not

able to percolate the design flow of wastewater associated with the structure served, or for a septic tank as a result of compartment baffle failure, or tank structural integrity; failure such that either wastewater is exfiltrating, or groundwater is infiltrating.

Mottling

A soil condition that:

- Results from oxidizing or reducing minerals due to soil moisture changes from saturated to unsaturated over time,
- Is characterized by spots or blotches of different colors or, shades of color (grays and reds), interspersed within the dominant color as described by the USDA soil classification system, and
- May indicate historic seasonal high ground water levels.

Mound System

An above ground dispersal system, having subsurface discharge, used to enhance soil treatment, dispersal, and absorption of effluent discharged from an OWTS treatment unit (e.g., septic tank).

National Sanitation Foundation (NSF) International

A not for profit, non-governmental organization which develops health and safety standards, and performs product certification.

New Development

A proposed tract, parcel, industrial, or commercial development which has not been granted one or more of the following, on or prior to approval of the LAMP:

- Approval, or conditional approval, of a tentative parcel or tract map by a local agency (i.e., County/City Planning Commission, City Council, Board of Supervisors),
- A conditional use permit, and/or
- Approval, or conditional approval, from the Building and Safety Division (BSD).

New Onsite Wastewater Treatment Systems (OWTS)

An OWTS permitted after the effective date of this LAMP.

Notice of Condition

A “Notice of Condition” is a site specific document that is provided to the customer by BSD. It is the owner’s responsibility to ensure the document is recorded with the County Recorder’s office.

Onsite Wastewater Treatment Systems (OWTS)

Wastewater treatment systems that use subsurface disposal, including: individual; community collection and disposal; and alternative collection and disposal systems.

Note: OWTS do not include “graywater” systems pursuant to Chapter 15 of the California Plumbing Code.

Percolation Test

A method of testing water absorption of the soil by using clean water to determine the dispersal system design.

Permit

A document issued by a local agency that allows the installation, use, and/or monitoring of an OWTS.

Projected Flows

Wastewater flows into the OWTS determined in accordance with any of the applicable methods for determining average daily flow in the California Plumbing Code.

Public Water System

A system for the provision of water for human consumption, through pipes or other constructed conveyances, that has 15 or more service connections (or regularly serves at least 25 individuals daily), at least 60 days out of the year. Per California Health and Safety Code Section 116275(h), a public water system includes any:

- Collection, treatment storage, and distribution facilities under control of the operator of the system that are used primarily in connection with the system.
- Collection or pretreatment storage facilities not under the control of the operator that are used primarily in connection with the system.
- Water system that treats water on behalf of one or more public water systems for the purpose of rendering it safe for human consumption.

Public Water Well

A ground water well serving a public water system.

Qualified Professional

An individual licensed, or certified by a State of California agency, to design OWTS and practice as a professional for other associated reports, as allowed under their license or registration.

Qualified Professionals include the following:

- Registered Civil Engineers
- Certified Engineering Geologists
- Registered Environmental Health Specialists (REHSs)
- Registered Geologists
- Geotechnical Engineers.

Replacement OWTS

An OWTS that, after the effective date of this LAMP, has its treatment capacity expanded or its dispersal system replaced or added onto.

Regional Water Quality Control Board (RWQCB)

Is any of the Regional Water Quality Control Boards designated by California Water Code Section 13200. Any reference to an action of the Regional Water Quality Control Board in this

Policy also refers to an action of its Executive Officer. Regional Water Quality Control Board referenced in this document is the Colorado River Basin Regional Water Quality Control Board.

Sand

A soil particle or type of soil texture. As a:

- Soil particle – Sand consists of individual rock, or mineral particles, having diameters ranging from 0.05 to 2.0 mm.
- Soil texture – Sand is soil that is comprised of 85% or more sand particles, with the percentage of silt plus 1.5 times the percentage of clay particles comprising less than 15%.

Seepage Pit

A drilled or dug excavation three to six feet in diameter. It is also gravel filled but has a hollow core with a maximum depth below the inlet and receives effluent discharge for dispersal from a septic tank or other OWTS treatment unit.

Septic Tank

A watertight, covered, receptacle designed for primary treatment of wastewater and constructed to:

- Receive wastewater discharged from a building.
- Separate settleable and floating solids from liquid.
- Digest organic matter using anaerobic bacterial action.
- Store digested solids.
- Clarify wastewater for further treatment with final subsurface discharge.

Service Provider

A person who is state licensed with knowledge and competency in OWTS design, construction, operation, monitoring and maintaining an OWTS in accordance with this LAMP. For ATUs, the individual must also be certified and/or trained extensively by the manufacturer of an OWTS with supplemental treatment to install, maintain, service, monitor and repair the specific model/type of OWTS.

Silt

A soil particle or type of soil texture. As a:

- Soil particle – Silt consists of individual rock, or mineral particles, having diameters ranging from 0.05 to 0.002mm.
- Soil texture – Silt is soil that is comprised of approximately 80% or more silt particles, and not more than 12% clay particles using the USDA soil classification system

Site

The location of the OWTS and/or a reserve dispersal area, capable of disposing 100% of the design flow from all the sources the OWTS is intended to serve.

Site Evaluation

An assessment of the characteristics of the site, sufficient to determine its suitability for an OWTS that meets the requirements of this LAMP.

Soil

The naturally occurring body of porous mineral and organic materials on the land surface, which is composed of:

- Unconsolidated materials, including sand, silt, and clay sized particles.
- Varying amounts of larger fragments, and organic matter.
- Earthen material with particles smaller than 0.08 inches (2mm) in size.

Soil Texture

The soil class that describes the relative amount of sand, clay, silt, and combinations thereof.

State Water Resources Control Board (SWRCB)

A five member State Water Board, which develops statewide water protection plans, and establishes water quality standards.

Supplemental Treatment

Any OWTS, or component thereof, which performs additional wastewater treatment, so the effluent meets performance requirements prior to the discharge of effluent into the dispersal field. This excludes septic and/or dosing tanks.

Surface Water Ambient Monitoring Program (SWAMP)

A unifying program created to fulfill the Legislature's mandate for the coordination of all water quality monitoring conducted by the State and RWQCBs. It is managed by a roundtable of monitoring coordinators from the SWRCB and nine RWQCBs.

Telemetric

The ability to automatically measure and transmit OWTS data by wire, radio, or other means.

Total Coliform

A group of bacteria consisting of several genera belonging to the family Enterobacteriaceae, which includes *Escherichia coli* (*E. coli*) bacteria.

United States Department of Agriculture (USDA)

The federal department which provides leadership regarding food, agriculture, natural resources, and related issues.

Waste Discharge Requirement

A permit issued for operation and discharge of waste pursuant to California Water Code Section 13260.

Water Quality Control Plan

Refer to the Basin Plan definition.

1.3 LAMP Overview

This section provides information regarding the different regions, OWTS Policy, LAMP needs, requirements, and exceptions, as well as the RWQCBs contact information.

1.3.1 Regional Water Quality Control Board (RWQCB) in City of Needles

OWTS located within City of Needles are governed by the following RWQCB:

- Region 7 – Colorado River Basin

Each region has environmental differences that create unique construction design concerns. To address these concerns each regional board has developed an individualized basin plan. This basin plan provides criteria for the installation of OWTS, affected waterways and prohibition areas within its region. This criterion is used to determine which sites may need RWQCB approval.



1.3.2 OWTS Policy

The OWTS Policy was created to meet the requirements of Assembly Bill (AB) 885 to promulgate consistent, statewide, standards for the regulation of OWTS. The policy was adopted by the State Water Board in June 2012, and became effective May 13, 2013. The policy categorized OWTS into the following tiers:

Tier	Description
0	Applies to all existing systems which function properly, do not meet the conditions of a failing system, and are not contributing to pollution of any waterways.
1	Applies to all new and/or replacement OWTS which meet low risk siting and design requirements in areas which do not have an approved LAMP as specified in Tier 2.
2	Applies to any new and/or replacement OWTS which do not fall into the Tier 3 adjacent to impaired waterways, or in prohibition areas category. This tier is referred to as the LAMP and allows the City to apply standards that differ from the State.
3	Describes all systems currently located within areas denoted as impaired waterways. These systems have been identified as potential sources of pollution, and need to abide by the Advanced Protection Management Program prescribed in Tier 3 of the OWTS Policy .
4	A temporary classification for all systems that have been found to be failing, and/or needing repair. Once the system has been repaired, it will be placed in either Tier 0, Tier 2, or Tier 3.

1.4 LAMP Need

With development in rural areas of the City of Needles continuing to grow, the requirements defined by Tier 1 of the OWTS Policy do not meet the future city development needs. The limitations on dispersal depth, the 2 ½ acre minimum parcel size for new lots on which OWTS can be installed, and the prohibition on seepage pits is too restrictive. The LAMP specifically addresses waste water issues, City requirements, and scope of coverage for OWTS installation and maintenance. It also allows for the continued use and installation of OWTS. The requirements in the LAMP are derived from the California Plumbing Code requirements for private sewage disposal systems, the OWTS Policy which allows for different densities for new development from a Tier 1 Program and local ordinances. This section describes the various needs due to diversity and construction.

1.4.1 Diversity

Requirements for OWTS necessitate flexibility due to the diversity of soil conditions, depth to ground water, and population densities.

1.4.2 Construction

The LAMP was created to accommodate the various construction needs throughout the City of Needles. The LAMP includes general technical information regarding construction needs within the City, as well as provides an effective means to manage OWTS on a routine basis. The LAMP is adaptive and can be modified every 5 years during the required review by the RWQCB in response to growth that has occurred from the date of adoption.

1.5 LAMP Standards Applicability, Requirements and Exceptions

The LAMP provides minimum standards and requirements for the treatment and disposal of sewage through the use of OWTS, when no connection to a sewer is available, to protect water quality, public health and safety. This section describes the minimum standards, and requirements for OWTS under the LAMP, as well as detailing the OWTS that are exceptions, and therefore not covered under the LAMP.

1.5.1 Support of Onsite Wastewater Disposal

When a community sewer is not available, and a property improvement will generate wastewater, the property owner must demonstrate the following to City Building and Safety Department (BSD) to verify the lot will support onsite wastewater disposal:

- Soils are conducive to onsite wastewater disposal.
- Sewer is not available within 200 feet (plus 100 feet per dwelling unit thereafter).
- Enough area is available to install a septic system that meets proper setbacks (for new construction, 100% expansion area must be available).
- OWTS is sized appropriately to serve the intended land use.
- OWTS will not impact ground or surface water. Provide copy of well water testing of any on-site wells. See section 8.2.1 for additional information regarding this requirement.

1.5.2 Applicability of LAMP Standards

LAMP standards apply to all OWTS which:

- Are newly constructed, replaced, subject to a major repair, and discharge liquid waste below ground.
- Have affected, or have the potential to affect, ground water or other water quality or health hazards.

1.5.3 Requirements

The LAMP addresses the minimum requirements for monitoring, and/or conditional waiver of waste discharge for OWTS located within the City of Needles. The LAMP may include one, or more, of the following to achieve this purpose:

- Differing system requirements
- Differing siting controls (i.e., system density and setback requirements)
- Requirements for owners to enter agreements regarding monitoring and maintenance.
- Creation of an onsite management district (also known as a DMA)

In addition to all standards and requirements, all proposed, and/or currently installed OWTS must be in compliance with City ordinances. City Perc Standards will be revised to correspond to design criteria included in this document, including the design rate minutes per inch (MPI), soils texture chart, gravel correction factor update, and slope analysis.

1.5.4 Exceptions

There are specific OWTS which are not included in the LAMP. These exceptions require individual discharge requirements, or a waiver of individual waste discharge requirements issued by the RWQCB. Exceptions include:

- OWTS having a projected wastewater flow of over 10,000 gallons per day (GPD).
- OWTS receiving high strength wastewater, unless the waste stream:
 - Is from a commercial food service facility with BOD less than 900 mg/L.
 - Has a properly functioning oil/grease interceptor.
- Wastewater treatment plants which do not meet RWQCB prescribed performance requirement or are not NSF/ANSI certified or listed.
- Subsurface disposal systems including leach fields and seepage pits, must comply with USEPA Underground Injection Control requirements when classified as a Class V well. Subsurface disposal systems with at least one of the following characteristics are classified as Class V wells:
 - The system has the capacity to serve 20 or more persons per day.
 - The system receives wastewater other than domestic wastewater such as that generated by manufacturing, chemical processing, industrial fluid disposal, automotive repair, or recycling.
 - The system receives sewage containing biological agents (such as wastewater from recreational vehicles or portable toilets).
- Disposal systems that are classified as Class V wells must be registered with USEPA either by completing the online form at <https://www.epa.gov/uic/forms/underground-injection-wells-registration> or completing and submitting form 7520-16: Inventory of Injection Wells. Form 7520-16 is available at: <https://www3.epa.gov/region9/water/groundwater/uic-pdfs/7520-16.pdf>.

1.6 Contact Information

This section provides contact information for the RWQCB which can provide additional guidance regarding OWTS in the City of Needles.

1.6.1 Colorado River Basin Region (7)

73-720 Fred Waring Dr. Suite 100
Palm Desert, CA 92260
(760) 346-7491
www.waterboards.ca.gov/coloradoriver

1.6.2 Involved Agencies

Oversight of OWTS installation and maintenance is a multiple agency effort. This section provides an overview of the primary agencies involved in the City of Needles.

Building and Safety Division (BSD)

The Building and Safety Division is responsible for:

- Issuing permits for new construction, replacement and repair of OWTS.
- Reviewing plot plans for new and replacement OWTS.
- Retaining permit information regarding new construction, replacement systems, repairs, and plot plans.
- Complying with LAMP reporting requirements regarding issued permits for new and replacement OWTS.
- Issuing permits for alternative treatment systems.
- Reviewing:
 - Percolation reports.
 - Alternative treatment proposals for new and replacement septic systems in:
 - High risk residential areas located in DMA.
 - Commercial projects.
- Investigating and storing records of complaints for OWTS in multi-family dwellings (3 or more units).
- Complying with LAMP reporting requirements, which includes:
 - Providing information to the RWQCB annually regarding:
 - Complaints pertaining to OWTS operation and maintenance for multi-family dwellings, including number and location of complaints.
 - Applications and registrations issued as part of the liquid waste hauler program.
 - Identifying investigated complaints for multi-family dwellings.
 - Determining how complaints were resolved.
 - Compiling data from Building and Safety and Code Enforcement into one document.

The following information must be provided by the Building and Safety Division to the RWQCB annually for new, replacement and/or repaired OWTS, along with information provided by other divisions:

- Number of permits issued
- Location
- Description of permits (i.e., new, replacement, an/or repair)
- Tier the permit was issued under

The Building and Safety Division requires RWQCB approval on all OWTS proposals when the OWTS is located within a prohibition area, or within the Advanced Protection Management Program (APMP) area (refer to Chapter 6 for more information regarding the APMP). Obtaining an OWTS permit, and obtaining local land use approval, are two separate processes. Local Land Use approval (i.e., obtaining a Land Use permit) is not a substitute for an OWTS permit issued by the Building and Safety Division, nor does it guarantee issuance of an OWTS permit.

Code Enforcement

This division is responsible for:

- Investigating complaints for overflowing/failed septic tanks for single family residences, and two-unit dwellings, which includes:
 - Requiring property owners to obtain applicable permits from the Building and Safety Division for repairs, or replacement of failing systems.
 - Retaining information regarding complaints and investigations for overflowing or failed septic systems, and subsequent actions taken.
- Complying with the LAMP reporting requirements for complaint investigations, which includes:
 - Providing information to the RWQCB annually pertaining to OWTS operation and maintenance, including number, and location of the complaints.
 - Identifying investigated complaints.
 - Documenting how the complaints were resolved.
 - Any citations issued by the City of Needles will be reported to the RWQCB.

CHAPTER 2: MINIMUM SITE EVALUATION STANDARDS

This chapter provides information, to determine when a percolation test is required, the minimum site evaluation standards for parcels where an Onsite Wastewater Treatment System (OWTS) is proposed, and minimum qualifications for OWTS practitioners when a sewer connection is not available.

2.1 Percolation Testing

The Building and Safety Division (BSD) requires percolation testing for all new septic systems for residential and non-residential development where a percolation report has not already previously been completed. This section provides information regarding the percolation testing, including the site evaluation, percolation testing notification, and information regarding when seepage pits are allowed.

2.1.1 Site Evaluation

Prior to reviewing a percolation test, and approving the use of an OWTS, BSD may require a site evaluation during percolation testing to:

- Ensure proper system design.
- Evaluate site location to ensure the system will be in compliance.

2.1.2 Percolation Testing Notification

A Qualified Professional (as defined in the Definitions section of this document) must first submit a Notification of Percolation Test, to BSD, at least two business days prior to performing any percolation test in the City of Needles. When a percolation test notification is submitted for a lot which requires a site evaluation (or a percolation report is submitted for a lot which requires a site evaluation and no inspection was conducted), then BSD will conduct an inspection of the lot to evaluate:

- Lot size,
- Slope,
- Streams,
- Rock outcroppings.
- Any other criteria which may affect installations of a standard septic system.

Prior to the site evaluation, BSD personnel will contact the applicant to inform him/her of the site evaluation date and fee requirement.

2.1.3 Percolation Testing

BSD requires percolation testing, and accompanying reports, to be prepared by a Qualified Professional. For soil to be considered uniform, test results must fall within 25% of the mean percolation rate. If not uniform, the most conservative test result will be used. Determining the

number of percolation tests required will be based on soil conditions and project type.

Percolation testing:

- Is used to ensure the dispersal site is located in an area where no conditions exist, which could:
 - Adversely affect the performance of the system.
 - Result in groundwater contamination.
- Is used to determine the necessary area needed to treat, and maintain underground sewage properly.
- Must be in the general area of the disposal system, both primary and expansion, if the proposed area is known.

2.1.4 Seepage Pits

The use of seepage pits, as a dispersal field, will only be allowed in instances where leach lines are not feasible, and minimum separation requirements to groundwater are met. Building and Safety Division (BSD) requires there be a 10- foot minimum separation from the bottom of the seepage pit to groundwater. When the pit minutes per inch (MPI) is less than 10, the following must occur:

- The separation to groundwater must be at least 40 feet from the bottom of the seepage pit.
- A sieve analysis of the soil, for a thickness of 10 feet below the bottom of the seepage pit, must contain at least 15% fines passing the #200 United States standard sieve.

2.2 Evaluation Methods

Site evaluations contain site specific information, which includes a review of the physical features of the site. Exploratory borings or trenches are the main evaluation methods to determine if there is adequate separation from the bottom of the dispersal system to the groundwater. To determine the highest level of groundwater with the dispersal, data from permitted wells, local water purveyors, and the United States Geological Survey (USGS) are used in addition to exploratory borings or trenches. This section details the evaluation methods, as well as the information that will be reported.

2.2.1 Parcel Features

The following parcel features will be evaluated within the percolation report:

- Location of the parcel(s) where the OWTS is being proposed.
- Description of the site and surroundings, including:
 - Water courses.
 - Vegetation type.
 - Existing structures.
 - Location of any rock outcroppings.
 - Historic groundwater.
- Any other feature that may affect sewage disposal.

2.2.2 Soil Profile

Soil characteristics determine the minimum number of exploratory borings (or trenches), as well as the number of percolation tests required for the parcel(s). A soil profile must be created to:

- Determine the suitability of the soils for absorption of wastewater.
- Verify adequate vertical separation between the bottom of the dispersal field, and historic groundwater levels.

More extensive testing is required, as determined by a Qualified Professional, for moderate and severe soil conditions.

2.2.3 Exploratory Borings

The table below shows the minimum number of exploratory borings needed per development.

Gross Lot Size		Soil Conditions	
		Favorable to Moderate	Severe
Subdivisions and individual lot sales	1-5 acres	5 borings first 10 lots 3 borings every 10 lots thereafter	2 borings per lot*
	>5 acres	1 boring per lot*	
Residential lot	>1 acre	1 boring*	
Commercial lot, or confluent system under one ownership	>1 acre	1 boring per 4,000 gallons septic tank capacity*	1 boring per 2,000 gallons septic tank capacity*
Parcel Map	5 acres or less	1 boring in the center of the undivided parcel	2 borings evenly spaced in the undivided parcel

*This indicates borings in the area of the disposal system.

2.2.4 Boring and Trenching Results

When reporting the results for boring and trenching, each hole or excavation must be numbered, and graphically describe the soil strata at each excavation. In areas where there is a discrepancy between soil profile indicators (mottling) and direct observations, the direct observation method indicating the highest ground water level will govern. To ensure the reporting results provide all the required information, the following table will be used as a guide:

Observation	Information Described
Soil Profile	<ul style="list-style-type: none"> • Color • Field texture analyses • Soil Mottles • Bedrock • Structure • Roots • Pores
Soil Lithology	Direct visual observation when the soil lithology is stratified and contains low-permeability layers; which may affect the onsite disposal system performance (i.e., sandy silts and clay caliche).
Textures	Approximate percentage of cobbles, gravel, sand, silt, and clay.
Colors	Background soil color using the Munsell Soil Color Chart.
Roots	Presence and extent of small and/or large roots.
Excavating/Drilling	Ease of excavating or drilling based on: <ul style="list-style-type: none"> • Depth to bedrock • Rock competency (i.e., soft, firm, hard, refusal).
Moisture at or near the point of saturation after 24 hours	<ul style="list-style-type: none"> • Presence of free water. • Observed groundwater, at the: <ul style="list-style-type: none"> – Level the groundwater reaches in the excavation – Highest level of sidewall seepage into the excavation.
Structural Characteristics	Structural characteristics, stratigraphy and geologic origin when it is determined necessary and/or for severe sites.

2.3 Minimum Qualifications and Certification for OWTS Practitioners

The following table outlines the minimum qualifications for OWTS practitioners. Any licenses or certifications possessed by these practitioners must have been issued from the State of California.

OWTS Service	Minimum Qualifications
Supplemental Treatment and/or Alternative Treatment System Inspection and Monitoring	Manufacturer Certified Wastewater Maintenance Provider
OWTS Design	<ul style="list-style-type: none"> • Qualified Professional, or • Licensed Contractor (Class A, C-36, or C-42)
OWTS Certification	
Percolation Test	Qualified Professional
Septic Tank Pumping & Reporting	BSD permitted Liquid Waste Hauler
System Installation (new and replacement)	Licensed Contractor (Class A, C-36, or C-42)

Exception: Per the California Health and Safety Code Sections [19825](#) homeowners may build within their property as an Owner-Builder without the need of a professional.

2.4 Plot and Grading Requirements

This section provides the requirements needed by the Building and Safety Division when preparing plot plans and grading plans.

2.4.1 Plot Plans

A plot plan is a plan that is required to be submitted with the percolation report to show where the system will be sited. The plot plan must:

- Include the tested property, drawn to the following scale:
 - Single Family Home, Small Commercial Minimum 1" = 30'
 - Parcel Map, Subdivision, Large Commercial Minimum 1" = 40'
- Show the proposed system, and 100% expansion area, including existing and potential structures, wells, streams, contours, significant vegetation (including trees), rock outcroppings, the location of all borings/tests, and the proposed house pad.
- Include a hypothetical system using the following table:

If lot sales are zoned for...	Then provide a hypothetical system...
Single family homes (lot sale subdivisions),	For a five (5) bedroom home on each lot.
Multi-unit development	Sufficient for the effluent discharged by an average of three bedrooms per unit.

The proposed dwelling/development must be located so the initial subsurface sewage disposal system (and the required 100% expansion area) functions by gravity flow, unless otherwise approved. When leach lines or pits serve a common system for two or more units, add 30% more square footage to the total absorption area.

2.4.2 Grading Plans

Depending on the degree of grading for a project, the City of Needles Land Development may require a grading plan. If a grading plan is required it should be included with the percolation report submittal. A grading plan helps BSD ensure testing was done at the correct depths. Where grading is expected, include the original and finished elevations in the grading plan. For details on how to complete a grading plan contact the City of Needles Land Development.

If...	Then ...
The grading plan was prepared by others	Comment in regards to the recommendations set forth in the report.
It is unknown if a grading plan is needed	<ul style="list-style-type: none">• Include qualifying statements in the area(s) for the primary and expansion systems• Title the report "Preliminary" (preliminary reports are adequate for purposes of recordation, with recommendations to be followed for building permit purposes).

CHAPTER 3: SITING STANDARDS

To ensure that (OWTS) do not adversely affect water quality, the government agencies tasked with protecting the public's health and safety have developed siting standards for OWTS. This chapter provides information regarding siting standards such as, minimum lot size, setback requirements (including increased setback and notification requirements for OWTS located near public water systems), natural ground slope and density.

3.1 Setback Requirements

The minimum separations listed herein are largely derived from the California Plumbing Code, Appendix H and are measured in feet. In some cases, additions or changes have been made in order to adequately protect public health. Where differences exist, the greater separation prevails, unless waived for cause by the City [as described in Chapter 7 of the Local Agency Management Program (LAMP)]. The following table provides the minimum requirements for installation of OWTS for either new or existing structures.

Minimum Setback Required From	Septic Tank	Disposal Field	Seepage Pit
Non-Public Water Supply Well ^{1,8}	100	100 ²	150 ²
Public Water Supply Well ¹	100	150 ²	200
Buildings or Structures ³	5	8	8
Property line adjoining private property	5	5	8
Streams and other flowing bodies of water ^{9,11}	100	100	150
Drainage Course	50	50	50
Lakes, ponds, and other surface water bodies ^{10,11}	200	200	200
Colorado River High Water Mark ^{10,11}	50	200 ¹⁰	200 ¹⁰
Large Trees ⁴	10	-	10
Seepage pits	5	5	12
Disposal field	5	4 ⁶	5
Private domestic water lines (building service line)	5	5	5
Public Domestic Water Lines	25	25	25
Distribution Box	N/A	5	5
Ground surface on sloping ground	N/A	15	15
Groundwater ⁵	5	5 ⁷	10

¹ Drainage piping will clear domestic water supply wells by not less than 50 feet. This distance will be permitted to be reduced to not less than 25 feet where the drainage piping is constructed of materials approved for use within a building.

² For any system discharging 5,000 gallons per day (GPD), or more, the required setback will be increased to 200 feet.

³ Includes porches and steps whether covered or uncovered, breezeways, roofed porte cocheres, roofed patios, carports, covered walls, covered driveway, and similar structures or appurtenances.

⁴ Any tree with a trunk diameter of one foot or more within 5 feet of the system that will not be removed during construction.

⁵ The highest known level to which groundwater is known to have occurred rather than the level at the time when testing occurred.

⁶ Plus 2 feet for each additional foot or depth in excess of 1 foot below the bottom of the drain line.

⁷ For any system utilizing advanced treatment, this minimum separation may be reduced to 2 feet with approval under the Advanced Protection Management Program (APMP) (refer to Chapter 6 for more information regarding the APMP) and the Regional Water Quality Control Board (RWQCB).

⁸ Unless regulatory or legitimate data requirements necessitate that monitoring wells be located closer.

⁹ Where the edge of the water body is the natural or levied bank for creeks and rivers, or may be less where site conditions prevent mitigation of wastewater to the water body.

¹⁰ Where the edge of the water body is the high water mark for lakes, reservoirs, and Colorado River and the mean high tide line for tidally influenced water bodies.

¹¹ Where the effluent dispersal system is within 1,200 feet from a public water systems' surface water intake point, within the catchment of the drainage, and located such that it may impact water quality at the intake point (such as upstream of the intake point for flowing water bodies), the dispersal system will be no less than 400 feet from the high water mark of the reservoir, lake or flowing water body. Where the effluent dispersal system is located more than 1,200 feet but less than 2,500 feet from a public water systems' surface water intake point, the dispersal system will be no less than 200 feet from the high water mark of the reservoir, lake or flowing water body.

3.1.1 Minimum Set Back Requirements

When reviewing setback requirements, the minimum:

- Depth of earth cover required over the dispersal field is twelve inches. When the dispersal field cannot be installed twelve inches below the ground surface, and meet the above separation requirements, then a supplemental treatment system will be required.
- Criteria specified in Table 3.1 must be met within the area of the proposed system and within the 100% expansion area for the proposed system.

3.1.2 OWTS Located Near Public Water Systems

Existing or proposed OWTS in close proximity to public water wells and surface water treatment plant intakes, have the potential to adversely impact source water quality. Due to this possibility:

- Increased setback requirements (i.e., OWTS location within 1200 feet of a surface water intake) are necessary.
- The Building and Safety Division will follow the table below to provide adequate notification (regarding OWTS installations, replacements or repairs to existing OWTS near groundwater or surface water intake) to:
 - Owner(s) of public water systems
 - State Water Resources Control Board (SWRCB), Division of Drinking Water (DDW), if the water system is regulated by the DDW.

Step	Action	
1	Determine which division is responsible for the OWTS review.	
	If the OWTS review is done for a...	Then the review will be completed by...
	Percolation report	Building and Safety Division.
	Plot plan	Building and Safety Division.
2	Review the location of the proposed new/replacement OWTS (at the time of permit application) in relation to: <ul style="list-style-type: none">• Impaired water bodies within the City of Needles.• Public water system service area boundary maps (boundary maps and boundaries are updated annually and/or as needed).	

Table continued from previous page.

Step	Action	
3	Determine if a proposed or existing OWTS location is within the required setbacks:	
	If the proposed OWTS location...	Then...
	Cannot be relocated and is within: <ul style="list-style-type: none"> The required horizontal setback of a public well 1,200 feet of an intake point. 	<ul style="list-style-type: none"> BSD will: <ul style="list-style-type: none"> Notify the water system owner(s)/DDW of the following: <ul style="list-style-type: none"> ✓ The required setbacks have not been met. ✓ They have five (5) business days from the receipt of the application to provide recommendations and comments to BSD. Refer to the section Notifying Water System Owners and the Division of Drinking Water (DDW) for notification requirements. Proceed to step 5.
	Is not within: <ul style="list-style-type: none"> The required horizontal setbacks of a public well 1,200 feet of an intake point, 	The OWTS will continue to be reviewed based on the requirements in the LAMP, and will not need to meet the additional setbacks.
4	Is suspected to be within the required setbacks, and the location of the public water source cannot be verified.	The agency completing the review will require the customer to: <ul style="list-style-type: none"> Contact the water purveyor Obtain a letter verifying the proposed OWTS is not within the setback requirements.
	Review any comments/recommendations submitted by the affected water system owner(s) and the DDW prior to issuing an OWTS installation or repair permit for any system.	
	Notify the affected water system owner(s) and the DDW regarding the action taken upon issuance and/or denial of an OWTS installation or repair permit. Approval/denial will be determined based on the risk of the OWTS to water quality.	
6	Determine if the proposed OWTS location is approved:	
	If the location is...	Then BSD will...
	Approved.	<ul style="list-style-type: none"> Complete the plot plan review Complete the percolation report review.
	Not Approved.	Inform the customer he/she will need to install an alternative treatment system (refer to Chapter 5 for information regarding alternative treatment systems).

3.1.3 Horizontal Sanitary Setbacks for Public Wells

The table below provides information to determine the horizontal sanitary setbacks for public wells.

If the dispersal system...	Then the horizontal sanitary setback will be...
Does not exceed 10 feet in depth	150 feet.
Exceeds 10 feet in depth	200 feet.
Exceeds 20 feet in depth	600 feet.

Dispersal systems which exceed 20 feet in depth, and are located within 600 feet of a public well, will be required to have a Qualified Professional evaluate the two-year time travel for microbial contaminants to determine the required setback. In no case will the minimum setback be less than 200 feet.

3.1.4 Notifying Water System Owners and the Division of Drinking Water (DDW)

Based on who is responsible for the water system, BSD must send notification to the water system owner(s) and/or the DDW regarding any proposed OWTS. The notification will be done either electronically or in writing, and must contain a copy of the permit application, which includes:

- Estimated wastewater flows
- Intended use of the proposed structure generating the wastewater
- Soil data
- Estimated depth to seasonally saturated soils
- A topographical plot plan for the parcel showing the OWTS, including:
 - Layout of the system
 - Property boundaries
 - Proposed structures
 - Physical address
 - Name of the property owner

The DDW will only be contacted for systems which are under their purview; this includes any system with more than 200 connections. Systems with fewer than 200 connections will be under the jurisdiction of the local agencies.

3.2 Density/Minimum Lot Size Requirements

The City of Needles has minimum lot size requirements for subdivisions of property, which rely on OWTS. In the rural areas, a minimum lot size of one acre (average gross) per dwelling unit is required for all new developments. This section provides definitions for a new development, as well as an explanation of the requirements for various development types located within the City of Needles.

3.2.1 New Developments

When additional structures are added to existing developments, and these additions will result in increased wastewater flows to the existing septic system, these developments will be considered new developments. This applies to single family residential, commercial, and/or industrial developments. No exemptions will be granted for new developments on tracts/parcels which are 200 feet or less from a sewer, which could serve that tract/parcel, barring legal impediments to such use. Based on this information, each additional development (i.e., any development which is more than a single family dwelling) will require this distance to be increased by 100 feet per dwelling unit. As an example, a 10-lot subdivision will be required to connect to a sewer if the sewer is within 1,100 feet $[200 + (9 \times 100 \text{ feet})] = 1,100 \text{ feet}$ of the proposed development.

3.2.2 Commercial/Industrial Development Requirements

For new commercial/industrial developments which will be utilizing a septic tank/subsurface disposal system, the wastewater flow for each one acre of land may not exceed that from a single dwelling unit. When determining compliance with this criterion, the following will be considered equivalent to a single-family dwelling unit:

- The Colorado River Basin Region requires a flow rate of 250 gallons per day for design purposes in reviewing commercial/industrial developments.

3.2.3 City Discretion

The minimum lot size requirement of one acre does not preclude the prescription of more stringent lot size requirements in specific areas, if it is determined necessary to protect water quality. When there is a potential for water quality impacts, the City, at its discretion, may defer consideration of projects to the RWQCB when the criterion below has not been met. The minimum criteria specified must be met within the area of the proposed OWTS, and within the 100% expansion area of the proposed system.

3.3 Minimum Lot Size Exemptions

The minimum lot size requirements do not apply to existing developments with OWTS which were installed prior to the effective date of the LAMP. Nor does it affect the lot size criterion for continuing exemptions in prohibition areas where a greater than 1 acre minimum lot size is required. This section details when exemptions apply to the minimum lot size requirement for new and/or existing developments.

3.3.1 Single Family Residential Developments

For single family residential developments, when the existing septic system will accommodate additional wastewater flows, additional installations (i.e., rooms, bathrooms) will be exempt from the minimum lot size requirements. A septic certification may be required to verify the septic tank's capacity to accept additional wastewater flows.

3.3.2 Replacements

There will be times when the replacement of a septic tank/subsurface disposal system will be required for systems in existing residential, commercial, and industrial developments to bring the system up to code, based on requirements by Building and Safety Division.

For single family residential developments only, replacement of the existing septic tank/subsurface disposal system may be allowed when the system is proposed to allow additional flows, which result from additions to the existing dwelling unit. This does not include any free standing additional structures, which would be considered new developments (refer to the [New Developments](#) section for more information).

3.3.3 Combined Lots Smaller than One Acre

New lots, which are smaller than one acre, may be formed by combining two or more existing lots which have received land use approval prior to the effective date of the LAMP. Individually, these lots would be eligible for an exemption from the minimum lot size requirement.

Developments on combined lots may also qualify for an exemption:

- Provided the total number of units proposed for the new parcel is equal to, or less than the total number of units proposed for the existing parcel
- When an alternative treatment system is utilized.

When requesting to use a supplemental treatment or alternative dispersal system, each system will be reviewed on a case-by- case basis, and will require the approval of BSD, and may require RWQCB approval.

The fundamental point that persons seeking OWTS permits must remember is that the City BSD OWTS approval process and the City land use approval and permitting are separate processes. While they are coordinated to some extent, a City BSD OWTS approval is never a substitute for a required local grading, land use, or building permit. Similarly, no local land use approval or permit (e.g., approval of a subdivision map or lot split or boundary adjustment, even after preliminary septic system review by BSD), is a substitute for a City BSD OWTS approval, or a guarantee that such an approval can be issued.

CHAPTER 4: OWTS DESIGN AND CONSTRUCTION

In an effort to control contamination, pollution and nuisance resulting from the discharge of domestic wastes, the Building and Safety Division (BSD) has developed minimum criteria to ensure geological factors are identified, and the potential for contamination is minimized during a basic site evaluation. This chapter provides an overview of the minimum requirements for Onsite Wastewater Treatment Systems (OWTS) design and construction.

4.1 Minimum Requirements for Natural Ground Slope and Percolation Rates

This section details the minimum criteria for natural ground slopes, as well as percolation rates for OWTS located within the City.

4.2 Natural Ground Slope

BSD requires geological factors be identified by a Qualified Professional during a percolation test, or by BSD during a basic site evaluation for all systems. For systems located on slopes of 30% or greater, or on unstable landmasses, the Qualified Professional is required to submit a slope study for review and approval to all applicable regulatory agencies. The maximum undisturbed slope for a leach line dispersal system is 45%. Any portion of the disposal field located to the top of a cut or on sloping ground shall maintain a 15 foot horizontal distance from daylight to any portion of the leach line or leach bed. The following table gives the minimum cover required versus the percent of slope in the area of the disposal field to meet the 15 foot requirement. A factor "f" is included by which to increase the length of the trench due to the assumed loss in evapotranspiration caused by the added cover.

Slope of the Ground in the Area of the Disposal System	Minimum Cover Over the Drain Lines in feet	f
5%	1.00	1.0
10%	1.50	1.0
15%	2.25	1.0
20%	3.00	1.0
25%	3.75	1.1
30%	4.50	1.2
35%	5.25	1.3
40%	6.00	1.4
45%	7.00	1.5

Special Considerations for Absorption Field Placement on Sloping Ground

1. If ground slope is >30%, any portion of an absorption field (except solid pipe) shall be a minimum of 10 feet (horizontally) from the downslope property line(s). It is the report preparer's responsibility to certify that this minimum is applied or expanded if the slope is less than or equal to 30%, but the soil conditions are such that a basement or curtain drain already built 5 feet downslope from the lower property line(s) may be affected by sewage effluent. Building and Safety shall check for the setback on the plot submitted for permit.
2. The minimum horizontal distance between any portion of an absorption field (except solid pipe) and an exposed downward sloping impermeable stratum or bedrock in "cut" slope shall be 50 feet. It is the report preparer's responsibility to make recommendations so that systems do not daylight. It is the owner/contractor(s) responsibility to install systems per the recommendations. The consultant may wish to inspect installations to be assured that recommendations are followed. If so desired by the consultant, make it a requirement of approval. Upon presentation of pertinent engineering data, the City specialist may stipulate this requirement.

4.2.1 Disposal Area Percolation Rates

Due to varying soil conditions, the following table will be used as a guide to determine if effluent is being processed effectively.

If the discharge is to a...	Then the percolation rate in the disposal area must not be...
Leach field	Greater than 120 minutes per inch (MPI).
Seepage pit	Less than 1.1 gallons of effluent per square foot, per day.

4.2.2 Groundwater Protection

The minimum required soil thickness/separation below the bottom of the disposal field to groundwater is determined by the minimum setback requirements in Chapter 3; however, there is an increased separation requirement for faster percolation rates. The following table will be used to determine the required separation.

If the percolation rate is...	Then...
Faster than 5 MPI	The five feet of soil between the bottom of the leach line and the groundwater, must contain: <ul style="list-style-type: none">• At least 15% of material passing the #200 United States standard sieve, (basis 100% 3/8")• Less than one-fourth of the representative soil occupied by stones larger than 6 inches.
<ul style="list-style-type: none">• Faster than 5 MPI• The above requirements cannot be met	A 40 foot separation (based on recorded data and/or observed mottling) must be maintained between the: <ul style="list-style-type: none">• Bottom of the leachline, and• Highest historic groundwater level.

4.2.3 Requirement Exception

BSD prohibits discharge from any OWTS which do not conform to the above stated criteria. An exception occurs when the developer demonstrates, by substantial evidence (or as determined by the City), that pollution, nuisance, and/or contamination will not occur as a result of the discharge of domestic waste.

4.3 OWTS Design

BSD has minimum and maximum criteria for design of OWTS located within its borders. This section details these criteria, and explains when OWTS no longer fall within the scope of City oversight, and therefore will be referred to the RWQCB.

4.3.1 Maximum Allowable Flow

Each one-half acre must have a flow rate of no more than 250 gallons per day (GPD) (or 17 fixture units); which is considered the equivalent flow for a single family dwelling unit. For industrial/commercial developments with lots smaller than one-half acre, this flow rate requirement may be prorated. The following table will be used when determining if OWTS no longer fall under the scope of BSD oversight based on daily flow.

If the projected flow rate is...	Then the OWTS...
More than 10,000 GPD	<ul style="list-style-type: none">• Is not approved in the Local Agency Management Program (LAMP)• Will be referred to the RWQCB for review.
Less than 10,000 GPD	<ul style="list-style-type: none">• Will be reviewed by City agencies• May be referred to the RWQCB on a case-by-case basis, based on individual circumstances.

4.3.2 Soil Depth

The depth of soil between the bottom of the dispersal field and the anticipated level of groundwater (or impermeable material such as clay or bedrock) in the disposal area must not be less than:

- 5 feet for leach lines
- 10 feet for seepage pits.

On a case by case basis, the required separation may be reduced to 2 feet for leach lines where supplemental treatment is provided in accordance with the Advanced Protection Management Program (APMP) (refer to Chapter 6 for more information regarding the APMP). Approval from the BSD is required for all supplemental treatment systems.

4.3.3 Leach line Percolation Rates

Leach line percolation rates are measured in minutes per inch (MPI) and will be determined by a percolation test. Once determined, the MPI will be converted to ft²/gal/day using the table derived from the OWTS Policy dated June 2012.

The following table will be used when determining percolation rates based on the uniformity of the soil.

If the soil units are...	Then use...
Uniform	A percolation rate between the mean and most conservative MPI.
Not uniform	The most conservative percolation rate.

4.3.4 Seepage Pit Rates

Seepage pit percolation rates are measured in gallons/square feet/day (referred to as the design Q), and will be determined by a percolation test. The design Q for seepage pits must be between 1.1 and 4 gal/ft²/day. Q's greater than 4 gal/ft²/day will not be credited. Caving seepage pit test holes in coarse textured soils with rates greater than 3 gal/ft²/day will not be credited. If gravel correction factor is used, incorporate it into the formula as another multiplier.

4.3.5 Minimum Allowable Expansion Area

The minimum allowable expansion area shall be in an area which will remain undeveloped and available to be used if the primary dispersal area becomes inadequate. This area must be 100% of the original OWTS proposal. The 100% expansion area must meet all minimum criteria outlined within the LAMP, and be gravity fed. All dispersal systems requiring expansion shall have installed a diversion valve so that the primary system has a chance to drain and recover functionality. If development of the lot prevents future access for heavy equipment to install the expansion dispersal system, then the 100% expansion shall be installed at the time of original construction.

4.3.6 Pump Systems

A pump system will be considered as a hardship and may only be used under the following conditions:

- To salvage an existing structure when an adequate disposal area cannot be reached by gravity flow
- To allow new house construction on an existing lot when there is no other alternative to pumping. This hardship consideration will be based on reasonable site development.

All construction details for designed systems utilizing a pump system are subject to review and approval by the Building and Safety Division. Minimum conventional construction details can be found in the currently adopted [California Plumbing Code](#).

4.3.7 Leach Line Dispersal Systems

According to the [California Plumbing Code](#) and the [OWTS Policy](#), when computing the absorption area of the leach line dispersal system, the maximum allowable infiltrative area (as an infiltrative surface) per square foot of trench is 7 square feet. The maximum allowable trench width is 3 feet. Where leaching chambers are used, the maximum allowable decreased leaching area for IAPMO certified dispersal systems will be computed by using a multiplier of .70.

4.3.8 Oxygen Transfer in Dispersal Systems and/or Replacement Areas

To ensure proper oxygen transfer to the soil, dispersal systems or replacement areas (with the exception of seepage pits) must not be covered by any impermeable material (i.e., paving, building foundation slabs, and/or plastic sheeting).

Figure 4.1: Application Rates as Determined from Stabilized Percolation Rate

Percolation Rate (minutes per inch)	Application Rate (gallons per day per square foot)	Ft ² /g/d	Percolation Rate (minutes per inch)	Application Rate (gallons per day per square foot)	Ft ² /g/d	Percolation Rate (minutes per inch)	Application Rate (gallons per day per square foot)	Ft ² /g/d
<1	Requires Local Management Program	0.83	31	0.522	1.92	61	0.197	5.08
1	1.2	0.83	32	0.511	1.96	62	0.194	5.15
2	1.2	0.83	33	0.500	2.00	63	0.190	5.26
3	1.2	0.83	34	0.489	2.04	64	0.187	5.35
4	1.2	0.83	35	0.478	2.09	65	0.184	5.43
5	1.2	0.83	36	0.467	2.14	66	0.180	5.56
6	0.8	1.25	37	0.456	2.19	67	0.177	5.65
7	0.8	1.25	38	0.445	2.25	68	0.174	5.75
8	0.8	1.25	39	0.434	2.30	69	0.170	5.88
9	0.8	1.25	40	0.422	2.37	70	0.167	5.99
10	0.8	1.25	41	0.411	2.43	71	0.164	6.10
11	0.786	1.27	42	0.400	2.50	72	0.160	6.25
12	0.771	1.30	43	0.389	2.57	73	0.157	6.40
13	0.757	1.32	44	0.378	2.65	74	0.154	6.49
14	0.743	1.35	45	0.367	2.72	75	0.150	6.67
15	0.729	1.37	46	0.356	2.80	76	0.147	6.80
16	0.714	1.40	47	0.345	2.90	77	0.144	6.94
17	0.700	1.43	48	0.334	2.99	78	0.140	7.14
18	0.686	1.46	49	0.323	3.10	79	0.137	7.30
19	0.671	1.49	50	0.311	3.22	80	0.133	7.52
20	0.657	1.52	51	0.300	3.33	81	0.130	7.69
21	0.643	1.56	52	0.289	3.46	82	0.127	7.87
22	0.629	1.59	53	0.278	3.60	83	0.123	8.13
23	0.614	1.63	54	0.267	3.75	84	0.120	8.33
24	0.600	1.67	55	0.256	3.91	85	0.117	8.55
25	0.589	1.70	56	0.245	4.08	86	0.113	8.85
26	0.578	1.73	57	0.234	4.27	87	0.110	9.09
27	0.567	1.76	58	0.223	4.48	88	0.107	9.35
28	0.556	1.80	59	0.212	4.72	89	0.103	9.71
29	0.545	1.83	60	0.200	5.00	90	0.100	10
30	0.533	1.88				>90-120	0.100	10

Table 4.1: Design Soil Application Rates

(Source: USEPA Onsite Wastewater Treatment Systems Manual, February 2002)

Soil Texture (per the USDA soil classification system)	Soil Structure Shape	Grade	Maximum Soil Application Rate (gallons per day per square foot) ¹
Coarse Sand, Sand, Loamy Coarse Sand, Loamy Sand	Single Grain	Structureless	0.8
Fine Sand, Very Fine Sand, Loamy Fine Sand, Loamy Very Fine Sand	Single Grain	Structureless	0.4
Coarse Sandy Loam, Sandy Loam	Massive	Structureless	0.2
	Platy	Weak	0.2
		Moderate, Strong	Prohibited
	Prismatic Blocky Granular	Weak	0.4
Fine Sandy Loam, Very Fine Sandy Loam	Platy	Moderate, Strong	0.6
		Structureless	0.2
	Prismatic Blocky Granular	Weak, Moderate, Strong	Prohibited
		Weak	0.2
Loam	Platy	Moderate, Strong	0.4
		Weak, Moderate, Strong	Prohibited
	Prismatic Blocky Granular	Weak	0.2
		Moderate, Strong	0.4
Silt Loam	Massive	Structureless	0.2
	Platy	Weak, Moderate, Strong	Prohibited
		Weak	0.4
	Prismatic Blocky Granular	Moderate, Strong	0.6
Sandy Clay Loam, Clay Loam, Silty Clay Loam	Massive	Moderate, Strong	Prohibited
	Platy	Weak, Moderate, Strong	Prohibited
		Weak	0.2
	Prismatic Blocky Granular	Moderate, Strong	0.4
Sandy Clay, Clay, or Silty Clay	Massive	Structureless	Prohibited
	Platy	Weak, Moderate, Strong	Prohibited
		Weak	Prohibited
	Prismatic Blocky Granular	Moderate, Strong	0.2

4.4 Septic Tank Requirements

Construction and installation requirements for septic tanks are reviewed and approved by the Building and Safety Division. Once construction and installation plans are approved, the Building and Safety Division will issue construction permits. This section provides septic tank capacities and requirements for various development types.

4.4.1 Septic Tank Capacity – Single Family Residences

The septic tank capacity for a single-family residence is based on the number of bedrooms contained in the unit. The table below provides a summary of the septic tank capacity requirements for a single-family residence.

Number of Bedrooms	Gallons of Effluent Per Day	Gallons of Septic Tank Capacity
1-2	500	750
3	670	1,000
4	800	1,200
5-6	1,000	1,500

The design flows used for a primary and secondary dwelling unit must be determined independently, regardless of whether the flows are treated separately or combined in a single OWTS.

4.4.2 Septic Tank Capacity – Multi-Unit Residences and Non-Residential Facilities

The septic tank capacity for multi-unit residences and non-residential facilities is based on the estimated daily flow, or the number of fixture units as determined by the [California Plumbing Code](#), whichever is greater. When creating design proposals for OWTS, developers must:

- Give full consideration to the estimated flows for all projected activities
- Include sufficient technical information to support the proposed design flow estimates.
- Distribution/Diversion boxes shall not be installed on the building side of the septic tank(s).
- The following table provides information regarding septic tank requirements:

Component	Requirement
Capacity	Minimum of 750 gallons.
Two Compartments	The first compartment must be equal to two-thirds the total tank volume.
Materials	Must be: <ul style="list-style-type: none">• Water-tight• Properly vented• Made out of durable, and non-corrosive material.
Construction	All tanks must be listed and approved by: <ul style="list-style-type: none">• IAPMO• An American National Standards Institute (ANSI) accredited testing organization.

Access Opening	Access to each tank compartment must have a manhole at least 20 inches in diameter.
Access Risers	A riser must: <ul style="list-style-type: none"> • Extend from each manhole opening to, or above, the surface of the ground • Be a size larger than the manhole opening.
Effluent Filter	The outlet of the tank must be fitted with an effluent filter capable of: <ul style="list-style-type: none"> • Screening solids with a diameter in excess of three-sixteenths of an inch • Conforming to National Sanitation Foundation (NSF)/ANSI standard 46.
Tank Connections	Tank connections must comply with standards required by the Building and Safety Division.

4.5 Prohibitions and Exemptions

Due to the geology and hydrology of certain areas within the City, prohibitions may be set to protect public health and safety. This section provides information regarding the areas within the City which may have prohibitions, as well as information regarding when an exemption may be granted within these prohibition areas.

4.5.1 OWTS Prohibitions

There are currently no areas within the City of Needles in which the discharge of waste from OWTS is prohibited due to the geology and hydrology of the areas.

If at some point in time if an area is determined to be prohibited the following discussion is included in this LAMP to explain the exemptions and the method to request an exemption.

Exemptions to prohibitions may be granted by the RWQCB when it determines that an OWTS (on a particular parcel) will not individually or collectively, directly or indirectly, affect water quality from continued system operation, and/or maintenance. A Qualified Professional must present geological and hydrologic evidence that the OWTS will not result in a pollution, contamination, or nuisance.

4.5.2 Requesting Exemptions in Prohibition Areas

All persons requesting an exemption to the prohibition must complete the process for submitting a percolation report to BSD. The following table describes the exemption process:

Stage	Description
1	The customer will request an exemption by: <ul style="list-style-type: none">• Completing a percolation test• Submitting a percolation report to BSD.
2	BSD will: <ul style="list-style-type: none">• Review the percolation report• Approve/deny the request• Return the percolation report to the customer• Instruct the customer to obtain RWQCB approval prior to submitting the plot plan to the Building and Safety Division.
3	The customer will: <ul style="list-style-type: none">• Contact the Colorado River Basin Regional Water Control Board (RWQCB) to submit the following for approval:<ul style="list-style-type: none">– Percolation report– Proposed plot plan• Submit the following to the Building and Safety Division for review:<ul style="list-style-type: none">– Proposed plot plan– Percolation report
4	The Building and Safety Division will: <ul style="list-style-type: none">• Review• Approve• Issue Permit

Preliminary exemption approval from the RWQCB may be requested by BSD. Other necessary information may also be requested by BSD or the RWQCB for review of the exemption request.

4.6 Special Considerations

The City of Needles is a rural desert area, where geologic conditions have a less significant impact on OWTS. This section discusses the various geological factors within the City which will be given special consideration when reviewing requests for OWTS installation.

4.6.1 Geological Factors

The performance of OWTS is affected greatly by the geology of the land in which it is located. Geological factors which must be accounted for prior to installing an OWTS include:

- Soil characteristics
- Slope stability
- Topography
- Landforms

- Presence and movement of subsurface water.

4.6.2 Groundwater Conditions

The City relies on local aquifers for both public and private water supplies. Site evaluation includes identifying and documenting any signs of groundwater. The documentation and soil permeability identified by a percolation test provides the basis for selecting OWTS design and separation distance of the dispersal system. This documentation is obtained to minimize the contamination of the groundwater contained in the local aquifers.

4.6.3 Designated Maintenance Areas (DMAs)

There are areas within the City which have a high density of OWTS. Due to the unique topographical and hydrogeological conditions in these areas, additional monitoring and maintenance is required. To respond to the needs in these areas, DMAs may be created to establish criteria and minimum requirements for the discharge of sewage effluent from OWTS, without endangering public health and safety.

4.6.4 Salt and Nutrient Management Plan (SNMP)

A SNMP is required as a part of the RWQCB [Recycled Water Policy](#). The plan was developed to:

- Ensure the region's long term water quality objectives are understood
- Streamline the permitting process for various water quality related projects
- Ensure compliance with water quality objectives.

BSD will work with the RWQCB and the Needles Public Utility Authority (NPUA) to provide requested information regarding OWTS usage within the City. This information may be used by the RWQCB and/or the area watermaster when developing the SNMP. BSD will utilize the SNMPS from these agencies as a tool to:

- Assess whether OWTS within the unincorporated areas are contributing to nitrate loading
- Address any necessary changes during the LAMP evaluation, which is every five years.

4.6.5 Domestic Well Usage

The majority of domestic wells in the City of Needles are located throughout the desert and rural areas. In these areas domestic wells are often used in conjunction with OWTS. In an effort to ensure the protection of new and existing wells from the effects of OWTS, the following requirements exist:

- Minimum horizontal setback distances between OWTS and any well.
- Well water testing for all newly constructed wells.
- Allowing supplemental treatment as an option for OWTS in areas where there are potential impacts to groundwater due to:
 - High domestic well usage
 - Existence of other limiting factors (i.e., shallow groundwater or fast percolation rates).
 - Small lot size or high density.

4.6.6 Prohibited Discharge Conditions for Septic Tank Systems

In an effort to ensure the proper functioning of septic tank systems, as well as prevent adverse effects to the environment, the following discharge conditions are prohibited for septic tank systems:

- Surface water, rain, and/or other clear water.
- Toxic or hazardous chemicals to a domestic system.
- Water softener and iron filter discharge to a sewage disposal system or on the ground surface, unless specifically approved by RWQCB. Water softener and iron filter discharge must be disposed of at an approved disposal site.

Note: Commercial developments will have individual monitoring ports for each unit connected to a confluent sewage disposal system, if there is a single owner of the development. Multi-owner units (condo type) will have a separate system for each unit.

4.7 Surface Water Quality Protection

Setback requirements are the primary source of protection for surface water. These setbacks act as a buffer zone between the potential contaminants of the OWTS and the water body. The requirements listed in the LAMP are consistent with the basin plans for the RWQCB, as well as meeting or exceeding requirements outlined in the [California Plumbing Code](#). This section describes the requirements for surface water quality protection.

4.7.1 Watersheds

Watersheds are reservoirs which serve as a local source of drinking water supply, and therefore require special protections. These areas are outlined in the basin plan for the local RWQCB. Increased setback standards are required for any OWTS proposal within 2,500 feet of surface water intake for public water supplies (refer to the [Local Watershed Management](#) section for more information regarding the watersheds located within the City of Needles).

4.7.2 Impaired Water Bodies

There are currently no water bodies located within the City which are listed as impaired, pursuant to the Clean Water Act, Section 303(d). Any OWTS installed within 600 feet of an impaired water body contained in the 303(d) list are subject to the APMP (refer to Chapter 6 for more information regarding impaired water bodies and the APMP).

4.7.3 Special Circumstances

In the rural areas of the City, there are multiple known OWTS located in areas which require setbacks. When these systems are replaced, they will be required to meet the current standards. The following factors will also be given special consideration and will be reviewed on a case-by-case basis:

- Density
- Parcel size
- Potential cumulative OWTS impact issues

Note: To provide greater flexibility to City residents, alternative systems may be approved on a case-by-case basis with revised standards for setback requirements.

4.8 Tier 4 Classified OWTS

As noted in the OWTS Policy section, Tier 4 is a temporary classification for all systems that have been found to be failing, and/or in need of repair. OWTS which are included in Tier 4 must continue to meet applicable requirements of the LAMP, pending completion of corrective action. This section provides detailed information regarding OWTS, which are classified as requiring corrective action.

4.8.1 OWTS Requiring Corrective Action

OWTS have the primary purpose of protecting public health. When systems are no longer meeting this purpose, they are deemed to be failing and require corrective action. When this occurs, systems must be replaced, repaired, or modified so as to return to proper functioning and comply with Tier 2 or 3 as appropriate. Failing OWTS include any OWTS which has:

- A Dispersal system failure which is no longer percolating wastewater adequately, causing:
 - Pooling effluent
 - Wastewater discharge to the surface
 - Backed up wastewater into plumbing fixtures.
- A Septic tank failure (i.e., baffle failure, tank structural integrity failure), causing:
 - Wastewater to exfiltrate
 - Groundwater to infiltrate the system.
- A Component failure (i.e., broken piping connection, distribution box).
- Affected, or has the potential to affect groundwater, or surface water to a degree which:
 - Makes it unsafe for drinking or other uses
 - Is causing a condition, which affects human health, or is a public nuisance.

4.8.2 Addressing Corrective Action Requirements

In order to retain coverage under the LAMP, owners of OWTS must:

- Address any corrective action requirement of Tier 4 as soon as reasonably possible (as determined by BSD)
- Comply with the time schedule of any corrective action notice received from the City, or the RWQCB.

When the owner of an OWTS is not able to comply with corrective action requirements, BSD may approve repairs which are in substantial conformance with the LAMP, to the greatest extent practicable given the limitations of the project site. However, the repair may still have a reasonable potential to cause a violation of water quality objectives.

4.8.3 Failure to Address Corrective Action Requirements

OWTS which fail to meet the corrective action requirements of Tier 4 constitute a failure to meet the conditions of the waiver of waste water discharge requirements contained in the LAMP. These are subject to further enforcement actions, which include, but are not limited to:

- Citations and/or fines from Code Enforcement.
- Legal action against the property.

CHAPTER 5: SUPPLEMENTAL TREATMENT AND ALTERNATIVE DISPERSAL SYSTEMS AND SEWAGE HOLDING TANKS

This chapter provides information which will be used to determine when an Alternative Treatment System, or other wastewater disposal methods (i.e., a sewage holding tank), is needed.

5.1 Alternative Onsite Supplemental Treatment and Alternative Dispersal Systems

Supplemental treatment systems and/or Alternative Dispersal Systems are required:

- When it is determined that:
 - A conventional septic system is not feasible for new construction
 - The repair or upgrade of any existing OWTS cannot meet the requirements of the LAMP.
- To maintain an annual operating permit with BSD.
- To meet APMP requirements when installed near impaired bodies of water on the 303(d) list (refer to [Chapter 6](#) for more information regarding impaired water bodies and the APMP).

5.1.1 Types of Supplemental Treatment Systems and Alternative Dispersal Systems

The types of supplemental treatment systems and alternative dispersal systems include, but are not limited to:

- Supplemental treatment to a predetermined performance requirement according to the RWQCB (these include aerobic treatment units (ATU) and sand filters.
- Mound systems.
- Evapotranspiration systems.
- Pressure distribution.
- Subsurface drip dispersal.
- Hybrid leach lines that are deeper, wider, or shorter than otherwise permitted.
- Other non-conventional OWTS approved by BSD and the Colorado River Basin Regional Water Quality Control Board (RWQCB)

5.1.2 Wastewater Sample Requirements for Supplemental Treatment Systems

All supplemental treatment systems are required to have wastewater samples taken per the operation and maintenance manual of the OWTS manufacturer, or annually the first year and annually thereafter by LAMP staff when disinfection is not required. Important information regarding these samples include:

- The wastewater samples must include the geographic coordinates (latitude and longitude) of the sample's location.
- Effluent samples will be taken by a service provider and analyzed by a California Department of Public Health (CDPH) certified laboratory. A copy of a service provider contract must be submitted to BSD by January 30th of each calendar year.
- The sample frequency shall be annual. Quarterly wastewater samples are required for disinfection treatment if there is no telemetric notification of a disinfection failure and with approval from BSD (refer to the [Additional Requirements for Supplemental Treatment Systems](#) section for more information).
 - For effluent, nitrate (as nitrogen) and total (Kjeldahl) nitrogen testing is required.

5.1.3 Supplemental Treatment System and Alternative Dispersal System Requirements

Alternative treatment systems must meet the following requirements for review and approval by BSD:

- Be certified by National Sanitation Foundation (NSF), or another approved third party tester.
- Be designed by a Qualified Professional.
- Contain a description, in the percolation report and/or the plot plan, of the type of wastewater which will be discharged to the OWTS (i.e., domestic, commercial or industrial), and classification of it as domestic wastewater or high-strength waste.
- Contain a schedule of all materials and products that will be used to construct the system. This includes:
 - All technical details and informational maintenance or replacement documentation on the alternative treatment system that will be provided to the homeowner.
 - Procedures to ensure maintenance, repair, or replacement of critical items within 48 hours following failure.
- Ensure all of the following individuals are present onsite during the installation:
 - Qualified Professional.
 - Representative from the alternative treatment system manufacturer.
 - Licensed contractor.
 - Individuals from any required regulatory agencies.

5.1.4 Supplemental Treatment System Proposals

Property owners proposing an Alternative Treatment System must submit the following to BSD:

- Application for Percolation Review
- Preliminary approval from the Colorado River Basin Regional Water Quality Control Board (RWQCB) for the alternative treatment system (if applicable)
- Supplemental Treatment System supporting literature (if applicable)
- Percolation Report (if not previously submitted and approved)
- The Percolation Report and Alternative Treatment system review fees.

5.1.5 Plot Plan Requirements

Plot plan requirements are the same for an alternative system as for conventional systems; however, the plot plan must also be signed and stamped by a Qualified Professional. Final approval for plot plans is a Building and Safety Division function.

5.1.6 When a Supplemental Treatment System or Alternative Dispersal System is Installed

Once property owners install an alternative treatment system (ATS):

- A "Notice of Condition" must be recorded. Proof of the filing must be provided to BSD within 30 days of installation and final inspection has been made by BSD. BSD staff are required to access to inspect and sample the ATS as necessary.
- Parcels must connect to a sewer as soon as it becomes available, and the alternative treatment system must:
 - Cease to be used
 - Be properly abandoned. The owner must obtain a permit from the Building and Safety Division for the abandonment of the system.

5.1.7 Owner Resources

Owners of Alternative OWTS may obtain information regarding maintenance, repair, and/or replacements from the system designer/installer or manufacturer.

5.1.8 Additional Requirements for Supplemental Treatment Systems

Supplemental treatment systems must also:

- Install a visible or audible alarm, as well as a telemetric alarm that alerts the owner or owner's agent when there is a system failure or malfunction.
- Provide to BSD literature from the manufacturer showing the:
 - Total nitrogen in the effluent from the alternative treatment system meets a minimum 50 percent reduction in total nitrogen when comparing the 30-day average influent to the 30-day average effluent
 - Effluent from the alternative treatment system does not exceed a 30-day average Total Suspended Solids (TSS) of 30 milligrams per liter (mg/L)
 - Effluent has a fecal coliform bacteria concentration less than or equal to 200 Most Probable Number (MPN) per 100 milliliters (for systems near a body of water impaired for pathogens or where required by BSD or the RWQCB).
- Define which treatment mode will be used, if the system has multiple treatment modes.
- Define the effluent water sample frequency, as determined by BSD.
 - Provide the name and contact information for the approved service provider that will maintain the system.
- Provide the name of the CDPH certified laboratory where the effluent water samples will be analyzed.
- Use the OWTS Certification form when serviced by a service provider.

5.1.9 Supplemental Treatment System Proposals

Supplemental treatment systems are required when it is necessary to reduce the biological or nitrogen load of the wastewater effluent. This includes when the OWTS is located:

- Near an impaired water body
- Where the underlying groundwater exceeds 10 mg/L nitrate-nitrogen and is an aquifer that supplies drinking water.
- Where minimum lot size requirements cannot be met.

When reviewing a supplemental treatment system proposal for an existing septic system, it must be determined what alterations or additions will be made.

If a supplemental treatment system is proposed for an existing septic system and...	Then a ...
No alterations or additions to the septic system will be completed	Septic certification will be required, in addition to the Alternative Treatment System Requirements .
Alterations or additions to the septic system will be completed	Percolation report and/or septic certification may be required, in addition to the Alternative Treatment System Requirements .

5.2 Sewage Holding Tanks

Under normal circumstances, no person or entity will install, utilize, or control the use of any sewage holding tank within the City of Needles limits for the confinement of sewage discharged from a dwelling, business establishment, or other facility. However, this section describes exceptions when a sewage holding tank is allowed.

5.2.1 When to Allow for Sewage Holding Tanks

BSD may allow sewage holding tanks when the property for which the permit is requested is:

- Within the boundaries (or sphere of influence) of a sewerage entity, and
- Unsuitable for a conventional or alternative treatment system. Documentation must be provided to BSD to show that a conventional or alternative wastewater treatment system is not feasible (i.e. percolation report, plot plan, or other documentation as requested by BSD).

When an existing dwelling, business establishment or other facility is not within the boundaries (or sphere of influence) of a sewerage entity, an exemption from the requirement may be granted by BSD. This is to eliminate a hazardous condition or code violation where no other acceptable means of sewage disposal is feasible.

5.2.2 Sewage Holding Tank Requirements

BSD must approve all plans for the design, location and installation of sewage holding tanks. The following must be provided for review and approval:

- A completed [Sewage Holding Tank Application](#), including documentation that all required BSD conditions stipulated in the application have been completed.
- A copy of the current maintenance contract with a septic tank pumper. The contract will be placed on file with BSD and must include the following terms:
 - A minimum of one inspection of the sewage holding tank per month, with servicing (pumping) as necessary.
 - The pumper will provide all emergency servicing required.
 - In the event the contract is cancelled or property ownership changes, the owner will immediately notify BSD of the cancellation or change in ownership.
- A "Notice of Condition" must be recorded on the property once the sewage holding tank has been installed. Proof of the filing must be provided within 30 days of the installation.
- A written agreement with BSD (refer to the Sewage Holding Tank Agreements section for information).

5.2.3 Requirements When Properties with Sewage Holding Tanks Are Sold

When a property containing a sewage holding tank is sold:

- The present property owner will notify the new property owner of the BSD requirement to obtain a new permit.
- BSD will give the new property owner written notice of the permit conditions to be completed prior to occupancy of the property.

Note: Properties served by a sewage holding tank will be subject to an annual operating permit fee, as set forth in the City Fee Schedule, to pay the cost of routine inspections and program administration.

5.2.4 Sewage Holding Tank Agreements

When submitting sewage holding tank agreements, the document must be:

- Satisfactorily completed,
- Signed by all property owners who will be using the proposed sewage holding tank, and
- Filed with BSD prior to the issuance of any BSD permit.

When sewage collection lines become available within 200 feet for service to properties using a sewage holding tank, the property owner will connect to the sewage collection line and properly abandon the sewage holding tank (within 90 days).

CHAPTER 6: TIER 3 – ADVANCED PROTECTION MANAGEMENT PROGRAM FOR IMPAIRED AREAS

An Advanced Protection Management Program (APMP) is the minimum required management program for all OWTS located near a water body that has been listed as impaired due to nitrogen or pathogen indicators, pursuant to the Clean Water Act, Section 303(d). **There are currently no impaired water bodies identified within the City of Needles.** Local agencies are authorized to implement APMPs in conjunction with an approved LAMP or when there is no approved LAMP, Tier 1. Per the SWRCB's OWTS Policy, OWTS which are located near impaired water bodies may be addressed by a Total Maximum Daily Load (TMDL) and its implementation program, or special provisions contained in a LAMP. The City of Needles proposes to develop an APMP closely derived from Tier 3 requirements provided in the OWTS Policy should any impaired water bodies be identified, in the future, within the City of Needles. This chapter provides information regarding the City's proposed APMP.

6.1 Basin Plans

The RWQCB has developed basin plans to dictate the water quality protection regulations which govern wastewater discharges. This section provides information regarding basin plans should any impaired water bodies be identified within the City of Needles.

6.1.1 Issues Addressed in Basin Plans

When developing basin plans the RWQCB addresses information which includes, but is not limited to:

- Excessive nitrate levels from agricultural practices
- Perchlorate clean up from industrial activities
- Bacterial contamination of surface water.

6.1.2 Impaired Water Bodies

There are currently no water bodies within the City of Needles which the State Water Resources Control Board has identified as being impaired. Impaired water bodies which have been specifically identified per the 303(d) list, are water bodies where it is likely:

- OWTS will subsequently be determined to be a contribution source of pathogens or nitrogen, and therefore anticipated that OWTS would receive a loading reduction
- New OWTS installations discharging within 600 feet of the water body would contribute to the impairment.

6.2 Total Maximum Daily Load

[Section 303\(d\)](#) of the Clean Water act requires each state to establish a TMDL for each impaired water body to address the pollutant(s) causing the impairment. In California, TMDLs are generally adopted as Basin Plan amendments and contain implementation plans detailing how water quality standards will be attained. This section provides information regarding the TMDL requirements for impaired water bodies.

6.2.1 TMDL Calculation

According to the United States [Environmental Protection Agency \(EPA\)](#) website, a TMDL calculates the maximum amount of a pollutant allowed to enter a water body so the water body will meet, and continue to meet, water quality standards for that particular pollutant. The TMDL calculation includes both anthropogenic and natural background sources of pollutants, which includes allocations to:

- Point sources [Wasteload Allocation (WA)]
- Nonpoint sources [Load Allocation (LA)].

TMDLs must also include a margin of safety (MOS) to account for the uncertainty in predicting how well pollutant reduction will result in meeting water quality standards, and account for seasonal variations. The TMDL calculation is:

$$\text{TMDL} = \text{Sum of WA (point sources)} + \text{Sum of LA (nonpoint sources and background)} + \text{MOS}$$

6.2.2 Geographic Area for APMPs

Where there is an approved TMDL, the geographic area for each water body's APMP is defined by the applicable TMDL. When there is not an approved TMDL which defines the geographic area, it will be 600 linear feet (in the horizontal map direction) of a water body listed on the [303\(d\) list](#), where the edge of the water body is the:

- Natural or levied band for creeks and rivers.
- High water mark for lakes and reservoirs.
- High tide line for tidally influenced water bodies, as appropriate.

There may be OWTS located near impaired water bodies which would not be included in the APMP; however, must meet all the requirements of the LAMP:

- Not listed in Attachment 2 of the [OWTS Policy](#)
- Without an approved TMDL
- Not covered in this LAMP with special provisions.

6.2.3 TMDLs for Impaired Waterbodies

Currently, there are no TMDLs for the impaired water bodies on the 303(d) list. Once a TMDL is adopted, the TMDL implementation plan will supersede the APMP. Unless a TMDL is modified

to include actions for OWTS, the OWTS located near an impaired water body is not required to take any further actions when there is an approved TMDL, which:

- Addresses the impairment
- Does not assign a load allocation to the OWTS.

Note: Existing, new and replacement OWTS located near impaired water bodies are covered by a Basin Plan prohibition and must comply with the terms of the prohibition (refer to [Prohibitions and Exemptions](#) for more information).

6.2.4 TMDL Completion Dates

The RWQCB must adopt TMDLs for the impaired water bodies identified on the [303\(d\) list](#) in accordance with the dates specified. Should the RWQCB not adopt a TMDL within two years of the specified date, coverage provided by the OWTS Policy's waiver of waste discharge requirements will expire. This applies to any OWTS which has any part of its dispersal system discharging within the geographic area of an APMP. The RWQCB will then be responsible for the following, with regard to these OWTS:

- Corrective action
- Issuing:
 - Waste discharge requirements (site specific)
 - General waste discharge requirements (non-site specific)
 - Waivers of waste discharge requirements.

6.3 OWTS Without an Adopted TMDL Implementation Plan

This section provides information regarding requirements for OWTS and supplemental treatment systems that have been permitted after the water body was initially listed in Attachment 2 of the OWTS policy, and have any discharge within the geographic area of the APMP.

6.3.1 Requirements for OWTS

In the absence of an adopted TMDL implementation plan, all new and/or replacement OWTS must:

- Utilize supplemental treatment.
- Meet performance requirements for nitrogen/pathogen impairment (see OWTS Located Near Water Bodies Impaired for [Nitrogen](#) and [Pathogens](#) for information regarding requirements).
- Comply with:
 - Setback requirements detailed in Chapter 3
 - Any applicable requirements outlined within the LAMP.

6.3.2 OWTS Located Near Water Bodies Impaired for Nitrogen

When OWTS are located near water bodies which are impaired for nitrogen, the effluent from the supplemental treatment component must meet a 50% reduction in total nitrogen when comparing the 30 day average influent to the 30 day average effluent. This will be accomplished by using supplemental treatment components, which meet the following requirements:

- Designed to reduce nitrogen
- Certified by NSF (or other approved third party tester).

Where a drip-line dispersal system is used to enhance vegetative nitrogen uptake, the dispersal system must have at least 12 inches of soil cover.

6.3.3 OWTS Located Near Water Bodies Impaired for Pathogens

When an OWTS is located near a water body impaired for pathogens, the supplemental treatment components (designed to perform disinfection of pathogens) must provide sufficient pretreatment of the wastewater so effluent from the supplemental treatment components:

- Does not exceed a 30 day average Total Suspended Solids (TSS) of 30 milligrams per liter (mg/L)
- Will achieve an effluent fecal coliform bacteria concentration less than, or equal to, 200 MPN per 100 milliliters.

The minimum soil depth and the minimum depth to the anticipated highest level of groundwater below the bottom of the dispersal system will not be less than 3 feet. All dispersal systems will have at least 12 inches of soil cover.

6.3.4 OWTS Installed Within an APMP

All OWTS installed within an APMP must:

- Meet the requirements for Alternative Treatment Systems (refer to Chapter 5 for more information regarding Alternative Treatment Systems), which require:
 - An annual operating permit
 - Monitoring and maintenance of the OWTS.
- Connect to a sewer as soon as it is available, and properly abandon the supplemental treatment system.
- Monitor the OWTS in accordance with the operation and maintenance manual for the OWTS (or more frequently as required by the City and/or RWQCB).
- Be equipped with a visual and/or audible alarm, as well as a telemetric alarm, which will alert the owner and service provider in the event of a system malfunction.

Note: Where telemetry is not possible, the owner (or owner's agent) will inspect the system at least monthly while the system is in use as instructed by a service provider. The owner/owner's agent must also notify the service provider not less than quarterly of the observed operating parameters of the OWTS.

6.3.5 Testing and Inspection of Wastewater

All OWTS installed near water bodies impaired for pathogens will be inspected quarterly by a service provider for proper operation, unless a telemetric monitor system is capable of continuously assessing the operation of the disinfection system. Testing of the wastewater flowing from the supplemental treatment components that perform disinfection will be:

- Sampled at a point in the system:
 - After the treatment components
 - Before the dispersal system.
- Conducted quarterly based on analysis of total coliform, with a minimum detection limit of 2.2 MPN.

All effluent samples must include the geographic coordinates of the sample's location. Effluent samples will be taken by a service provider and analyzed by a California Department of Public Health (CDPH) certified laboratory.

CHAPTER 7: LAMP SCOPE OF COVERAGE

There are areas of wastewater treatment which are not under the City's purview. These areas can range from cesspools, which are prohibited in the State of California, to wastewater treatment plants (of any kind or size) or Onsite Wastewater Treatment Systems (OWTS) receiving a projected flow over 10,000 GPD (which are under the purview of the RWQCB. This chapter provides information regarding the City's role and the scope of coverage provided by the LAMP in the monitoring of OWTS within the City of Needles's boundaries.

7.1 Onsite Inspections and Monitoring

Onsite inspections and/or monitoring are required for all new OWTS in DMAs, sewage holding tanks and alternative treatment systems. This section provides information regarding the inspection and monitoring required for various OWTS.

7.1.1 New OWTS

BSD may conduct an onsite inspection of percolation testing for new OWTS on any lot which is:

- Less than 1.5 acres, and is not served by a permitted water system.
- Located:
 - On a slope greater than 20%,
 - Within 200 feet of a river (in the horizontal map direction)
 - Within 100 feet of a stream (perennial or ephemeral).
- Located in an area which cannot meet the minimum setback requirements for a conventional septic system due to:
 - Historically high groundwater
 - A confining layer.

Note: For more information regarding minimum setback requirements, refer to Chapter 3.

7.1.2 Required Onsite Inspection

The BSD must complete an onsite inspection for percolation testing when the Qualified Professional submitting the report has:

- Not submitted a report to BSD in the previous 2 years
- Previously submitted reports which have been deemed:
 - Incomplete
 - Significantly deficient.

BSD may also, at its discretion, determine an on-site inspection is necessary in instances not mentioned above, or where it is determined the installation of an OWTS may have an adverse impact to public health and safety.

7.1.3 OWTS in DMAs

All OWTS which are located within a DMA are required to maintain an operating permit with BSD. These OWTS are inspected biennially.

7.1.4 Sewage Holding Tanks

All sewage holding tanks located within the City are required to:

- Maintain an operating permit with BSD
- Be inspected annually.

Note: Refer to Sewage Holding Tanks for more information.

7.1.5 Supplemental Treatment Systems

Owners of alternative treatment systems located within the City are required to:

- Maintain an operating permit and pay the required fees
- Ensure the supplemental treatment system is inspected annually and a report is provided to BSD
- Submit quarterly water samples during the first year of use.

7.2 Variances

On a case by case basis, BSD may establish alternative OWTS siting and operational requirements where it is determined by BSD the alternate requirements will provide a similar level of protection. There will be situations, however, where variances are not granted. This section details the instances when variances will not be granted.

7.2.1 Above Surface Discharge

Variances will not be granted for any OWTS which utilizes any form of effluent disposal discharging on, or above, the post installation ground surface; this includes, but is not limited to sprinklers, exposed drip lines, free-surface wetlands, and lagoons.

7.2.2 Sewer Availability

Variances will not be granted for any OWTS where there is a public sewer available. BSD may require a "Will or Will Not Serve" letter from the local sewer purveyor with each new or replacement OWTS proposal to evaluate the proximity and availability of community systems to the proposed OWTS site. This will ensure septic systems are only installed in areas where a sewer is unavailable. The "Will or Will Not Serve" letter must:

- Include the following:
 - Parcel number for the property where the OWTS is being proposed.
 - Distance to the nearest available sewer line.
 - Whether or not the sewer entity will provide service to the parcel.
- Be completed and signed by the appropriate official representing the sewer entity and be filed with BSD:
 - Prior to submittal of the percolation report/plot plan
 - Upon request once the percolation report/plot plan has been submitted.

7.2.3 Sewer Requirement

Connection to a public sewer system is required within established sewer service districts and outside such districts when required by the RWQCB. Developments must connect to a sewer system when the nearest property line is within 200 feet of a sewer line. This requirement will be increased by 100 feet for each dwelling unit within the development/project. Proposed subdivisions with more than 40 lots where the lot sizes are less than 2.5 acres per lot shall require an approval by BSD and may require Water Board Permitting or a waiver of waste discharge. A site specific study will be required to consider hydrogeological conditions, the proposed project, and surrounding development's groundwater impacts so as to best protect groundwater.

The following options must be considered:

- Require a Supplemental Treatment Plant for the entire project with approved operation and maintenance.
- Require larger lot sizes of 2 ½ acres.
- Require individual supplemental treatment systems in lieu of septic systems.
- Allow septic systems and install monitoring well(s) with a mechanism for sampling established.

7.2.4 Ground Slope

Variances will not be granted for slopes greater than a 30% incline without a slope stability report approved by a Qualified Professional. Refer to Natural Ground Slope for more information regarding natural ground slope requirements.

7.2.5 Leaching Areas

As referenced in [Leach Line Dispersal Systems](#), the maximum allowable decreased leaching area for IAPMO certified infiltrator type systems will be a multiplier of 0.70. No variances will be granted for systems using a multiplier of less than 0.70.

7.2.6 Supplemental Treatment

As referenced in Onsite Supplemental Treatment Alternative Dispersal Systems, OWTS utilizing supplemental treatment require periodic monitoring or inspections. No variances will be granted for supplemental treatments that are unable to meet this requirement.

7.2.7 Depth to Groundwater

No variance will be granted for OWTS with a separation from the bottom of the dispersal system to groundwater less than 5 feet for leach lines. Seepage pits will have a separation of no less than 10 feet. Refer to the Soil Depth section for more information.

Note: At the discretion of the City, the depth to groundwater requirement may be reduced to 2 feet when there is a supplemental treatment system installed.

7.2.8 Recreational Vehicle (RV) Holding Tanks

No variances will be granted for OWTS receiving significant amounts of wastes from RV holding tanks.

7.3 Minimum Horizontal Setbacks

All new and replacement OWTS must meet the minimum horizontal setbacks from domestic or municipal water supply well sources. This section provides details regarding the minimum horizontal setback requirements for OWTS located near public water sources.

7.3.1 Setbacks Determined by Depth

The minimum horizontal setbacks for effluent dispersal systems are dependent on the depth of the system. The following table describes the required setbacks for effluent dispersal systems located near public water wells: (see table on page 22)

If the depth of the effluent dispersal system...	Then the required horizontal setback from the public water well is...
Does not exceed 10 feet.	150 feet.
Equals to or exceeds 10 feet and does not exceed 20 feet.	200 feet.
Equal to or exceeds 20 feet.	600 feet.

Where the effluent dispersal system is within 600 feet of a public water well, and the depth exceeds 20 feet, a Qualified Professional must conduct an evaluation. The evaluation is to determine the horizontal setback required to achieve a two-year travel time for microbiological contaminants. In no case, however, will the setback be less than 200 feet.

7.3.2 Dispersal Systems Near Surface Water Intake Points

The following minimum horizontal setbacks will be determined when effluent dispersal systems are located:

- Near a public surface water intake point (e.g., reservoir, lake, or flowing water body)
- Within the catchment of the drainage area
- In such a way that it may impact water quality at the intake point (i.e., upstream of the intake point for flowing water bodies).

When the effluent dispersal system is located ...	Then the dispersal system will be no less than...
Within 1,200 feet of the intake point	400 feet from the high water mark.
<ul style="list-style-type: none"> • More than 1,200 feet • Less than 2,500 feet from the intake point, 	200 feet from the high water mark.

7.3.3 OWTS Within Required Setbacks of a Public Water Supply

Existing or proposed OWTS (in close proximity to public water wells, and surface water treatment plant intakes) have the potential to adversely impact source water quality. This LAMP indicates horizontal setback requirements which apply to all OWTS located in the proximity of individual and public water supply wells. Refer to [Setback Requirements](#) for information regarding OWTS located within required setbacks of a public water supply.

7.3.4 Replacement OWTS Not Meeting Horizontal Setback Requirements

Replacement OWTS not meeting the horizontal setback requirements must meet the separation requirements to the greatest extent practicable. When this occurs, the OWTS must use mitigation measures (i.e., supplemental treatment) to ensure the public water source is not adversely affected. Mitigation measures, including supplemental treatment, will not be required when BSD and/or the RWQCB find there is no indication that the previous OWTS adversely impacted the public water source.

This will be determined based on:

- Topography
- Soil depth
- Soil Texture
- Groundwater separation.

7.3.5 Separation Requirements for OWTS Pre-existing the LAMP

New OWTS installed on parcels of record existing on the effective date of this LAMP, which are unable to meet the horizontal setback requirements, must:

- Meet the separation requirements to the greatest extent practicable
- Use the supplemental treatment for pathogens as detailed in the APMP (refer to [Chapter 6](#) for more information regarding the APMP)
- Use other mitigation measures, if necessary, as determined by the permitting authority.

Note: No variances will be granted for any of the minimum horizontal setback requirements outlined in this section.

7.4 Site Assessment

Prior to approving the use of an OWTS, a site evaluation by the Building and Safety Division may be required to:

- Ensure the proper system design.
- Determine compliance with site suitability, and whether adequate capacity is available.

Septage disposal from septic tanks is reported by septic tank pumpers monthly to BSD with the location pumped, quantity pumped and the disposal location declared. These reports are entered into an electronic database.

7.5 Cesspool Elimination

Cesspools are not permitted in the City of Needles. When City staff discovers a cesspool is still in use, the property owner will be required to replace the cesspool with an OWTS, which meets current standards. The timeframe for complying with this requirement will vary based on the condition of the cesspool and the potential threat it represents to public health and safety. While the City does not have a point of sale requirement for existing septic system certification, voluntary certifications are performed routinely and system upgrades are permitted and replacements are constructed under building permits.

7.6 Public Education

Reference and educational material for owners of OWTS can be found on the County of San Bernardino Building Department website. These educational documents provide information for owners regarding how to locate, operate, and maintain their OWTS.

CHAPTER 8: REPORTING REQUIREMENTS AND DATA COLLECTION

As a condition to having oversight of the OWTS within the City of Needles, the City must collect certain data and report it to the RWQCB, and in some instances, the Division of Drinking Water (DDW), and owners of water systems. This chapter provides information regarding the minimum reporting responsibilities, the OWTS Water Quality Assessment Program, and the LAMP assessment.

8.1 Reporting to the RWQCB

BSD must report the following information to the RWQCB on an annual basis, no later than February 1st of each year after the one year adjustment period addressing LAMP needs.

- The quantity and location of complaints pertaining to OWTS, specifying which complaints were investigated, and how the complaints were resolved.
- The permits issued for new and replacement OWTS, including the number, location and description of the permits, and which Tier the permit was issued under.
- The quantity, location and description of permits issued for OWTS where a variance from the approved LAMP was granted.
- The number, location and results of septic tank pumper inspection reports which were received.
- A list of the applications and registrations issued for the Liquid Waste Hauler Program.
- The permits issued to domestic and municipal supply wells, including number, location, and description of permits. A written assessment and tabulation of the data in each information type, including (1) the distribution of new OWTS by group of lot size and (2) any new OWTS with supplemental treatment, and type of dispersal, including type of alternative dispersal system.

8.2 OWTS Water Quality Assessment Program (WQAP)

The City of Needles is developing a WQAP to provide a better understanding regarding how OWTS located within the City of Needles are affecting and/or contributing to ground water contamination by nitrates and pathogens. This section provides information regarding the WQAP, including individual well sampling, establishing the water quality baseline levels, constituents of concern and monitoring for pathogens and nitrogen.

8.2.1 Individual Well Sampling

The County of San Bernardino permits and regulates small public water systems and issues well permits. As part of this permit, the county takes water samples from the newly installed well and tests for the following:

- Total coliform bacteria

- Nitrates
- Other constituents of concern, which include:
 - Arsenic
 - Perchlorate
 - Chromium VI
 - Gross alpha and uranium.

When a property has an existing well or a proposed well on which an OWTS permit has been applied for, the BSD may require a copy of the above test results. The applicant of the OWTS system is required to provide a copy of the test results to the BSD. If a copy is unavailable or cannot be obtained, the applicant shall hire a qualified testing company and laboratory to take water samples and provide the testing, with a copy of the results being provided to the BSD.

8.2.2 Establishing Water Quality Baseline Levels

All community drinking water wells, which will be utilized as a public water system, are analyzed for chemicals regulated by [Title 22](#) to ensure the well meets drinking water standards. To establish water quality baseline levels, BSD will use data obtained from:

- The City of Needles public water system.
- Permitted individual drinking water wells, by the means outlined in section 8.2.1.

Note: Once the baseline is established, the sample data from new permitted wells, and samples of existing wells, will be used to maintain a reliable OWTS water quality assessment.

8.2.3 Constituents of Concern

At this time there are no areas within the City of Needles with elevated levels of constituents of concern. The levels of constituents in the City's wells will be regularly reviewed by the City.

8.2.4 Pathogen and Nitrogen Monitoring

In an effort to distinguish water quality degradation which is attributable to OWTS, and water quality degradation which does not have a relation to OWTS, BSD will monitor and collect water quality data for pathogens and nitrogen from the following available sources:

- Alternative treatment systems.
- Water quality sample data received from:
 - United States Bureau of Reclamation (USBR).
 - BSD will consider the use of the USGS computer vadose model tools or other vadose zone/groundwater models or land use planning tools to assess OWTS impacts on groundwater during the 5-year assessment and WB reporting.
 - BSD will continue to search for new ways to monitor water quality. As a condition of approval of new lots of ½ acre utilizing OWTS, BSD may require installation of monitoring wells prior to recordation for tracts of 40 lots or less when the cumulative impact report indicates potential contamination of the groundwater, with a mechanism established for sampling every 5 years for 40 years.

8.3 LAMP Assessment

Every five years an assessment will be completed to evaluate the LAMP and determine whether OWTS within the City are affecting water quality. Since it is not possible to know where and when growth will occur that could impact groundwater, during this first review the LAMP will be modified, as needed, to address the discovered impacts of OWTS. This section provides information regarding how the information will be compiled and reviewed, as well as how the information will be submitted to both the California Environmental Data Exchange Network (CEDEN) and Geotracker. In order to assess the operational status of the OWTS within the City, the City will compile and review:

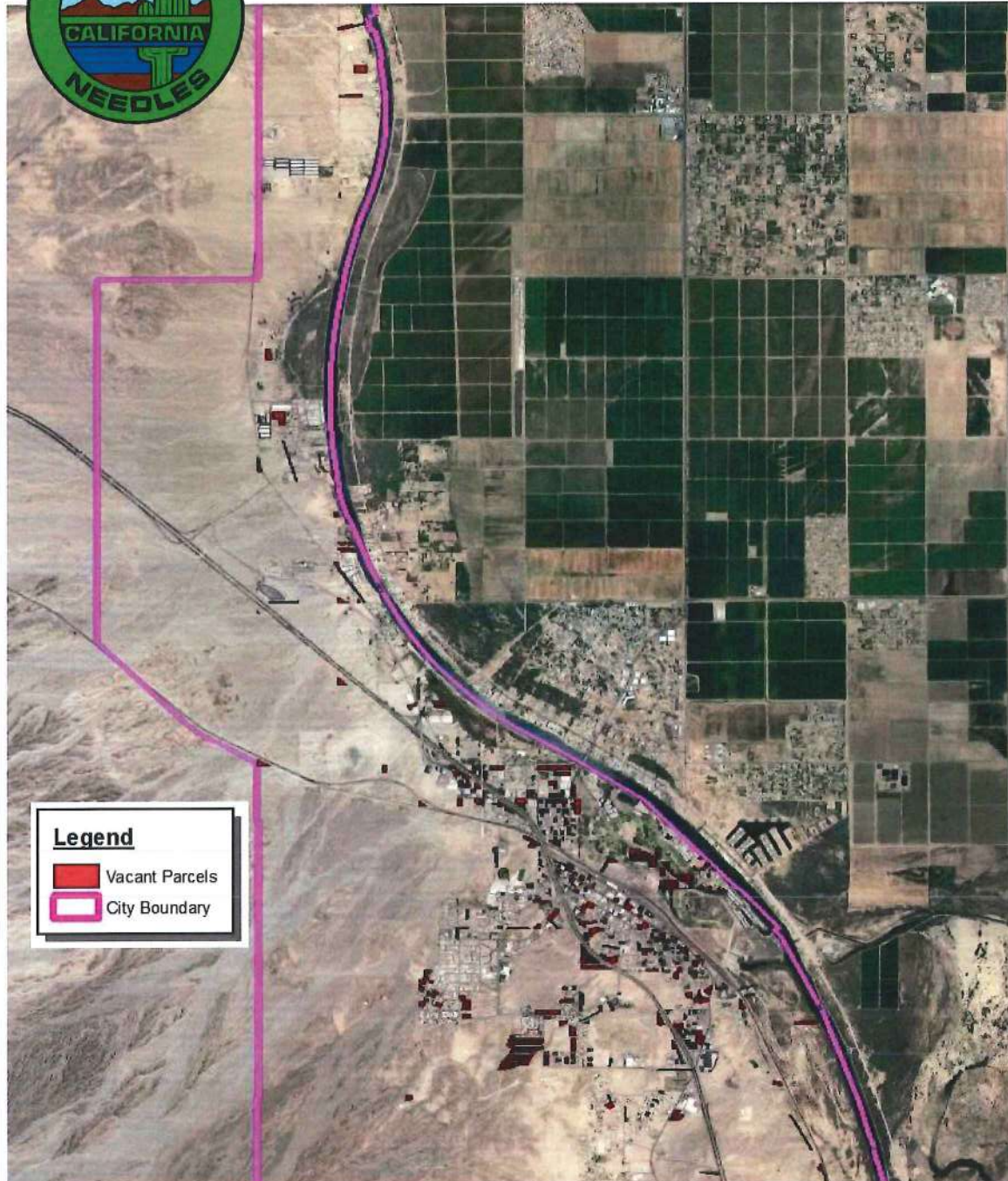
- Septic tank pumper inspection reports, volume generated and hauled and the disposal locations
- Complaints and abatement activities for failing OWTS
- Variances issued for new and/or repair OWTS
- Sample data from the WQAP
- Water quality monitoring reports for alternative treatment systems or other OWTS having an operating permit
- Septic system certifications of existing OWTS in connection with:
 - Building additions/remodel projects
 - Land Use Reviews with existing septic systems.

All groundwater monitoring data generated will be submitted in electronic deliverable format (EDF) for inclusion into Geotracker. Surface water monitoring will be submitted to CEDEN in a SWAMP comparable format.

The City of Needles believes this LAMP will continue the protection of groundwater, public health, and safety.



City of Needles Vacant Land (Less than 1.0 acres)*



City of Needles Vacant Land (Less than 1.0 acres)*		
Total Number of Vacant Parcels in City**	Total Number of Vacant Parcels under 1.0 acres**	Total Area in Acres (of Parcels under 1.0 acres)**
1126	705	165
*Vacant land not within state, federal, military, or other recognized government boundaries **All values are approximate		Total Area in Square Miles (of Parcels under 1.0 acres)**
		0.26

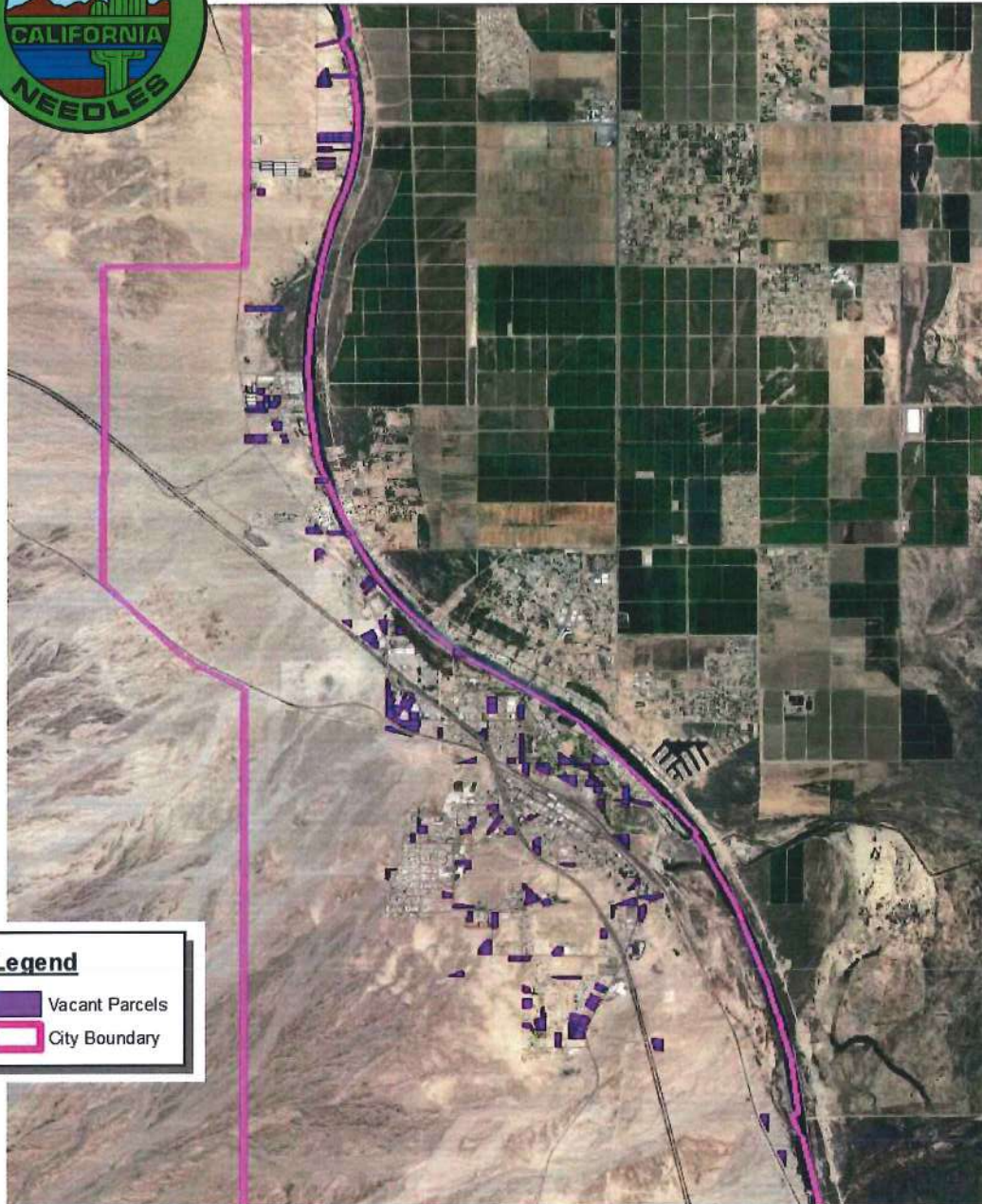
Disclaimer:

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Warning: Reference Material Only. Not to be used for Navigation.



City of Needles Vacant Land (Greater than 1.0 acres and Less than 2.5 acres)*



Legend

-  Vacant Parcels
-  City Boundary

City of Needles Vacant Land (Greater than 1.0 and Less than 2.5 acres)*		
Total Number of Vacant Parcels in City**	Total Number of Vacant Parcels between 1.0 and 2.5 acres**	Total Area in Acres (of Parcels between 1.0 and 2.5 acres)**
1126	158	244
*Vacant land not within state, federal, military, or other recognized government boundaries **All values are approximate		Total Area in Square Miles (of Parcels between 1.0 and 2.5 acres)**
		0.38

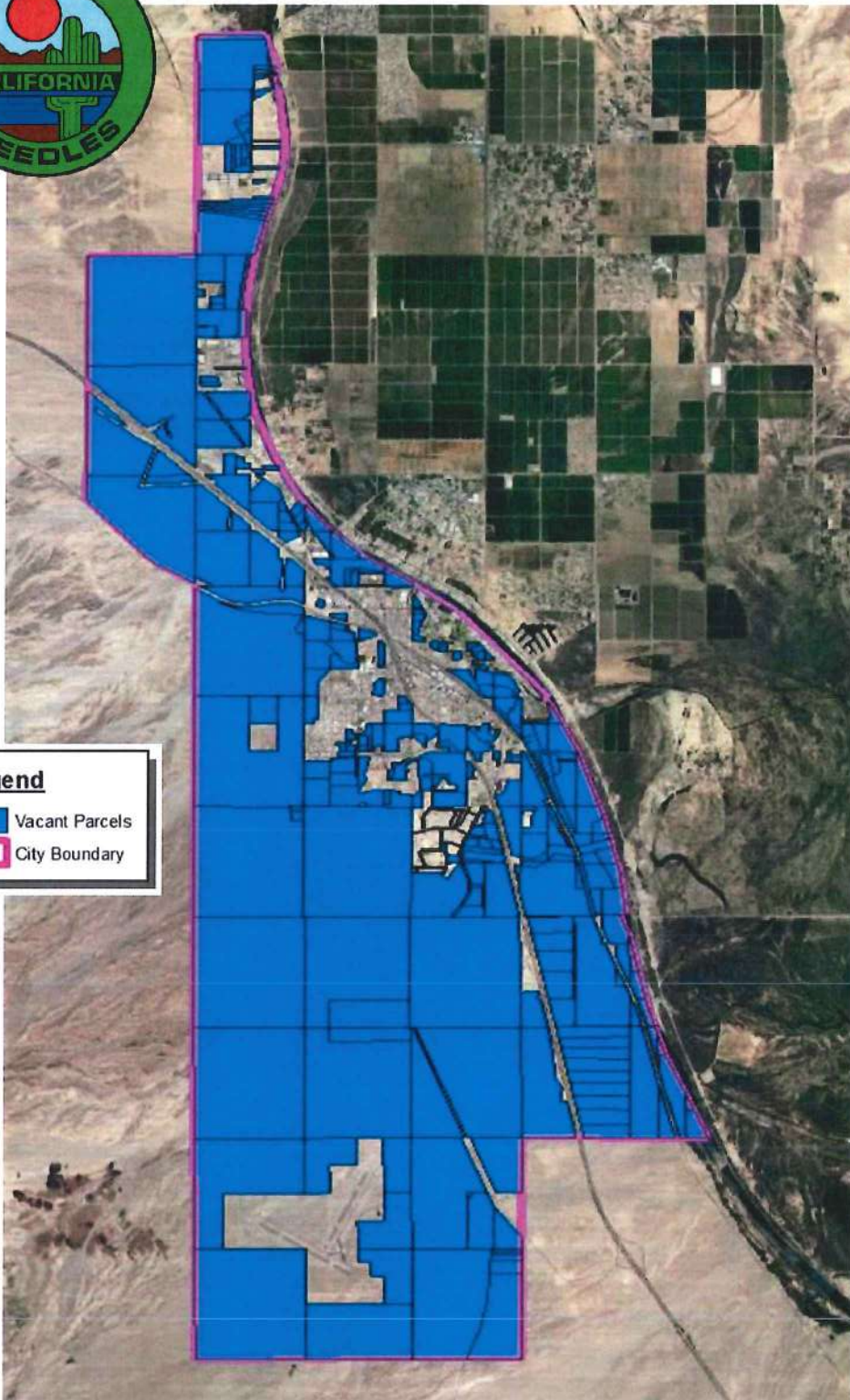
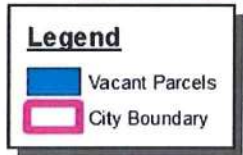
Disclaimer:

Every reasonable effort has been made to ensure the accuracy of this map. City of Needles makes no warranty, representation, or guaranty of the content, sequence, accuracy, timeliness, or completeness of the data provided herein. The user of this map should not rely solely on the data provided herein for any reason. City of Needles shall assume no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused. City of Needles shall assume no liability for any decisions made of actions taken or not taken by the data furnished on this map.

Warning: Reference Material Only. Not to be used for Navigation.



City of Needles Vacant Land (Greater than 2.5 acres)*



City of Needles Vacant Land (Greater than 2.5 acres)*		
Total Number of Vacant Parcels in City**	Total Number of Vacant Parcels over 2.5 acres**	Total Area in Acres (of Parcels over 2.5 acres)**
1126	263	16,108
*Vacant land not within state, federal, military, or other recognized government boundaries **All values are approximate		Total Area in Square Miles (of Parcels over 2.5 acres)**
		25.17

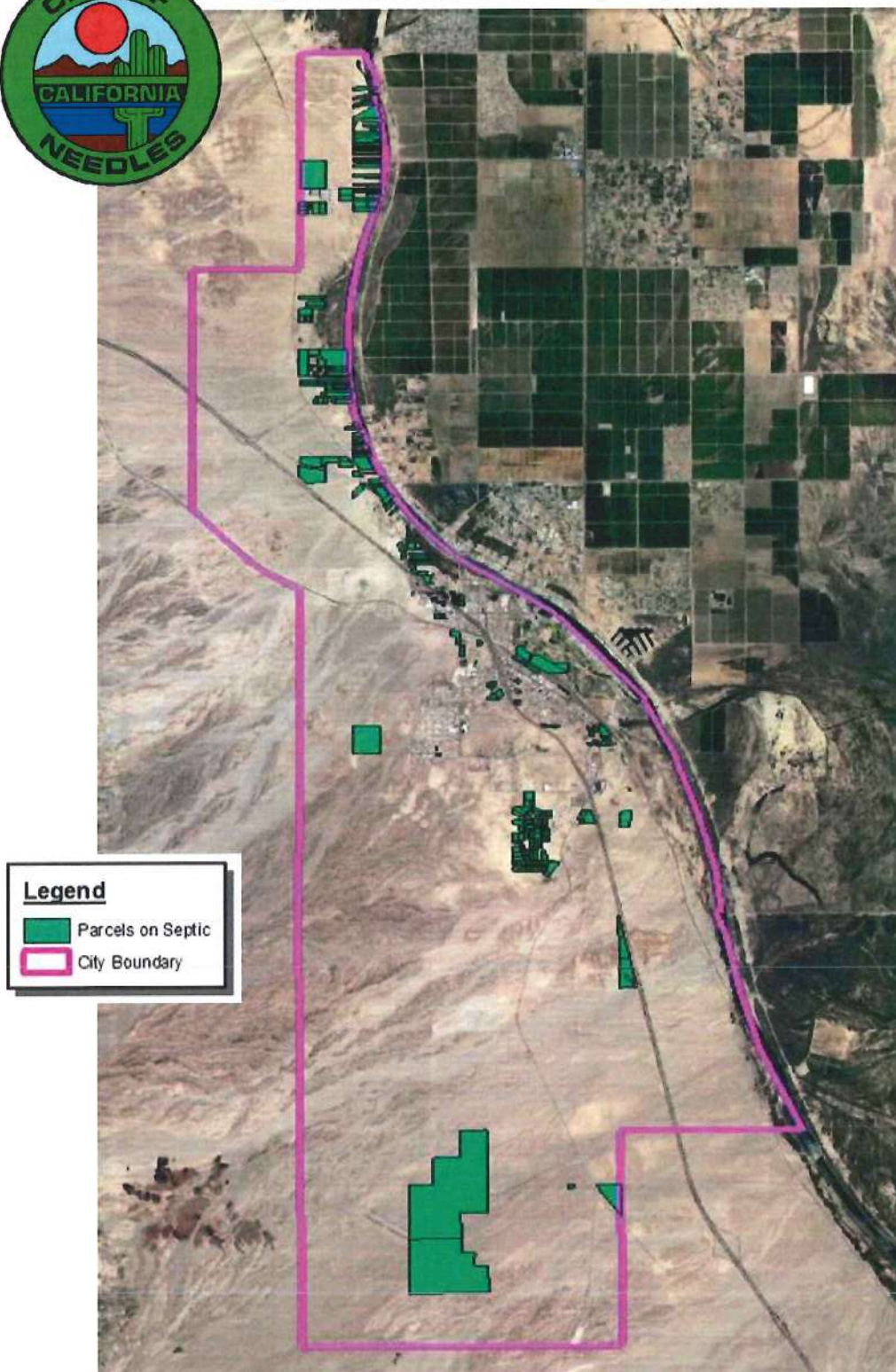
Disclaimer:

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Warning: Reference Material Only. Not to be used for Navigation.



City of Needles Parcels with Septic Systems



City of Needles Parcels on Septic	
Total Number of Parcels on Septic	319

Disclaimer:

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City of Needles, California Request for Council Action

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

Meeting Date March 12, 2019

Title: Resolution No. 2019-12 Approving, Authorizing and Directing Execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority (CSCDA)

Background: In February, Council adopted Resolution No. 2019-9 which enables HERO Financing to be available to owners of property within our City to finance renewable-energy, energy-and water-efficiency improvements, and electric vehicle charging infrastructure.

Jurisdictions must adopt the form of resolution accompanying Resolution No. 2019-9 to become a member of the California Statewide Communities Development Authority (CSCDA) and join the Joint Exercise of Powers Agreement.

The HERO program is financed by the issuance of bonds by a joint power authority, CSCDA secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

Fiscal Impact: There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in HERO Financing. All HERO administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee, which is also collected on the property owner's tax bill.

Recommended Action: *Move to* approve Resolution No.2019-12 and execute the Joint Exercise of Powers Agreement to the California Statewide Communities Development Authority.

Submitted By: Rainie Torrance, Senior Accountant

City Management Review: Rick

Date: 3/6/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 9

RESOLUTION NO. 2019-12

**RESOLUTION APPROVING, AUTHORIZING AND DIRECTING
EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF
POWERS AGREEMENT RELATING TO THE CALIFORNIA
STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

WHEREAS, the City of Needles, California (the "City"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority, dated as of June 1, 1988 (the "Agreement"); and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the City proposes to participate in the Programs and desires that certain projects to be located within the City be financed pursuant to the Programs and it is in the public interest and for the public benefit that the City do so; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council of the City, with the assistance of its staff, have reviewed said document;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEEDLES AS FOLLOWS:

Section 1. The Agreement is hereby approved and the Mayor or the City Manager or designee thereof is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by said Mayor or City Manager, and the City Clerk or such Clerk's designee is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

Section 2. The Mayor, the City Manager, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The City Clerk of the City shall forward a certified copy of this Resolution and an originally executed Agreement to:

Kathleen Jacobe
Orrick, Herrington & Sutcliffe LLP
400 Capital Mall, Suite 3000
Sacramento, California 95814

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Needles at a regular meeting of said Council held on the 12th day of March, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

Section 7. Bonds.

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Local Approval.

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:



City of Needles, California Request for City Council Action

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

Meeting Date: March 12, 2019

Title: Accept Change Order #2 and the work completed by WESTERN CONSTRUCTION SPECIALISTS for the TDA Bus Stop Improvements & Shelters/Benches

Background: The Project consisted of in-fill sidewalk and access improvements to existing bus stop locations in the City of Needles boundary. New shelters and benches were installed at 6 locations.

Change Order #2 in the amount of \$500 addressed a NAT shelter that was placed on Erin Dr at the school bus loading/unloading area as per plans. After area residents and other citizens expressed concern about its placement via social media, city staff relocated the shelter to the NAT stop at Broadway and Goodwill (:44). The project has been completed and was accepted by the City Engineer on February 19, 2019.

Fiscal Impact: Since the shelter on Erin Dr had already been installed, a cost of \$500 was charged against the project for removal & relocation.

This project is being funded by Transportation Development Act (TDA) Article 3, State Transit Assistance (STA), and Mohave Desert Air Quality Management District (MDAQMD) funds. The project had a total of 2 change orders, one for an extension of time waiting for delivery of the shelters/benches and the other \$500 for the removal and replacement of the shelter using contingency funds. **The project was under budget by \$15,267.30** due to minimal contingency funds being used.

ESTIMATED COSTS

\$5,186.43	BID PREP & DESIGN
\$177,525.00	CONSTRUCTION
\$0.00	CHANGE ORDER
	QUALITY ASSURANCE /
\$839.17	CONTROL
\$145.87	PROJECT CLOSE OUT
\$18,348.05	CONTINGENCY
<u>\$202,044.52</u>	<u>ESTIMATED</u>
	TOTAL PROJECT COSTS

FINAL COSTS

\$6,050.00	BID PREP & DESIGN
\$177,525.00	CONSTRUCTION
\$500.00	CHANGE ORDER
	QUALITY ASSURANCE /
\$0.00	CONTROL
\$0.00	PROJECT CLOSE OUT
\$500.00	CONTINGENCY
<u>\$184,575.00</u>	<u>ACTUAL</u>
	TOTAL PROJECT COSTS

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

Recommendation: Accept change order #2 in the amount of \$500 and the completion of the work by WESTERN CONSTRUCTION SPECIALISTS in the total project amount of \$184,575.00 as part of the TDA Bus Stop Improvements and Shelters/Benches Project within the City of Needles boundary and authorize staff to issue a Notice of Completion and record with the San Bernardino County recorder's office.

Submitted By: Tammy Ellmore, Engineering Tech II
Cheryl Sallis, Transit Services Manager

City Management Review:

Rick

Date:

3/6/19

16 – CHANGE ORDERProject: TDA Bus Stop & Shelter Improvements Order No: 2Owner: City of NeedlesContractor: Western Construction Specialists Inc.**The Following Changes are made to the Contract:**

A NAT shelter was placed on Erin Dr at the school bus loading/unloading area as per plans. After area residents and other citizens expressed concern about its placement via social media, city staff relocated the shelter to the NAT stop at Broadway and Goodwill (:44).

Justification:

Since the shelter had already been installed, a cost of \$500 was charged against the Project for removal & relocation.

Original Contract Price (Starting Bid Amount)	\$	<u>177,525.00</u>
Previous Change Order(s) Amount	\$	<u>0</u>
Original Contract Price plus previous Change Order(s) (sub-total lines 1 & 2)	\$	<u>177,525.00</u>
Contract Price due to this Change Order (This Change Order being presented)	\$	<u>500.00</u>
New Contract Price including this Change Order	\$	<u>178,025.00</u>

Change in Contract Time

Contract Time Original Date	Adjusted Date for Completion of all Work	Calendar Days
<u>0</u>	<u>0</u>	<u>0</u>

APPROVALS REQUIREDRequested by: Tammy Ellmore Date: 03/04/2019Contractor Acceptance: Signature Date: _____TitleApproved by: _____ Date: 03/12/2019
CC meetingTitle: City Manager
Title

RECORDING REQUESTED BY:

City of Needles
817 Third Street
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

City of Needles
817 Third Street
Needles, CA 92363

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is OWNER or AGENT OF THE OWNER of the interest or estate stated below in the property hereinafter described.

The full NAME of the OWNER is

CITY OF NEEDLES

The ADDRESS of the OWNER is

817 THIRD STREET, NEEDLES, CA 92363

The NATURE OF THE INTEREST or
estate of the undersigned is

In FEE

Street Address / APN (if applicable)

City of Needles - Street Right-of-Way

The full name(s) and address(es) of all persons, if any, who hold such interest or estate with the undersigned as joint tenants or as tenants in common are:

Contractor's Name

Contractor's Address:

WESTERN CONSTRUCTION SPECIALIST INC.

8771 S. DESOTO DR. MOHAVE VALLEY, AZ 86440

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the **03/12/2019** meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on **FEBRUARY 15, 2019**

Improvements described as The Project consists of concrete demolition and haul away, installing new curb, gutter & sidewalk and asphalt paving in the areas of Bus Stop #10, #11, #12, #15, #20 along with purchase & installation of six bus shelters and benches at Stop #8A (library), #9 (Phillips Excavating – E.Broadway), #15 ('J' St at Hospitality), #20 (Q St @ Needles Highway), #24 (Broadway @ Market), and #27 (Broadway @ D St).

I, **RICK DANIELS** am the
(Name of below signor)

CITY MANAGER
(Owner, President, Authorized Agent, Partner, etc.)

the declarant of the foregoing Notice of Completion. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 03/12/2019

Signature: _____

Signature of Owner or Agent of Owner



City of Needles, California Staff Report

☒ CITY COUNCIL ☐ NPUA ☐ RDA ☒ Regular ☐ Special

Meeting Date: March 12, 2019

Title: Alcohol Beverage Control Permit for Needles Rodeo Association

Background: Ordinance No. 514-AC was adopted in January 2010 and amended Section "15A-6 Possession and use of alcoholic beverages in city parks and/or city recreational facilities" which reads as follows:

"No person shall possess or use any alcoholic beverages on the premises of any recreational area without the express written approval of the city council."
Prior to Ordinance 514-AC the city code included "or city manager."

The Needles Rodeo Association has provided city staff with the required documents and is waiting for their ABC Permit which will be processed 30 days prior to the event date of April 4 - 6, 2019. The Association will provide a certificate of liability which includes liquor liability prior to the event.

Critical Timeline: The Association has submitted the application to ABC 30 days prior to event date.

Fiscal Impact: Not applicable

Recommendation: Approve the Needles Rodeo Association Daily License Application for the Department of Alcoholic Beverage Control for their Annual Colorado River Round Up Rodeo event on April 4 - 6, 2019 at the Needles Rodeo Grounds.

Submitted By: Jennifer Valenzuela, Recreation Service Manager

City Management Review:

[Signature]

Date:

3/6/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 11



City of Needles, California Employee Report

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

Meeting Date: March 12, 2019

Title: California Department of Parks and Recreation Proposition 68

Background: City staff will be conducting multiple public workshops to obtain the communities input to apply for a park and recreation grant through California Department of Parks and Recreation. The types of park projects can be; 1) create a NEW park 2) EXPAND an existing park or 3) RENOVATE an existing park.

The first workshop is set for **Wednesday, March 13, 2019 at 5:00 p.m.** at the Council Chambers. This workshop will set the ground work for what project(s) the community would like. Additional workshops will be held at the actual site location of the potential project.

Fiscal Impact: No match required on grant.

Recommended Action: No Action Needed - Information Only

Submitted By: Rainie Torrance, Senior Accountant

City Management Review: Rick

Date: 3/6/19

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
Agenda Item: <u>12</u>			



park improvements?

new park features?

new park?



Community designed!

\$650,275,000 in available funding!

up to \$8,500,000 for each park!

Community Input Needed!

City staff will conduct multiple public workshops in order to obtain the community's input for a park and recreation grant, on the following dates and times:

March 13, 2019 at 5:00 p.m.—Council Chambers, 1111 Bailey Ave

March 16, 2019 at 10:00 a.m.—location TBA

March 18, 2019 at 12:00 p.m.—location TBA

March 20, 2019 at 9:00 a.m.—location TBA

March 23, 2019 at 12:00 p.m. —location TBA

Call (760)326-2115 Ext 140 for more information

Join us to provide ideas for improvements and/or new features you would like to see in our community!



City of Needles

California Department of Parks and Recreation

Statewide Park Development and Community Revitalization
Program – "Proposition 68"

February 28, 2019



What is Proposition 68?

California Proposition 68 was approved by voters on June 5, 2018 this measure to authorize \$4 billion in general obligation bonds for state and local parks, environmental protection project, water infrastructure projects, and flood protection projects.



Proposition 68 Continued

The California Department of Parks and Recreation developed the Statewide Park Program (SPP)

Intent

\$650,275,000 will be distributed throughout multiple rounds. \$254,942,000 in the first round!

Maximum \$8.5M, Minimum \$200,000 per park grant.

One park = One application.

Eligible Applicants

- Cities
- Non-Profits
- Joint Powers Authorities

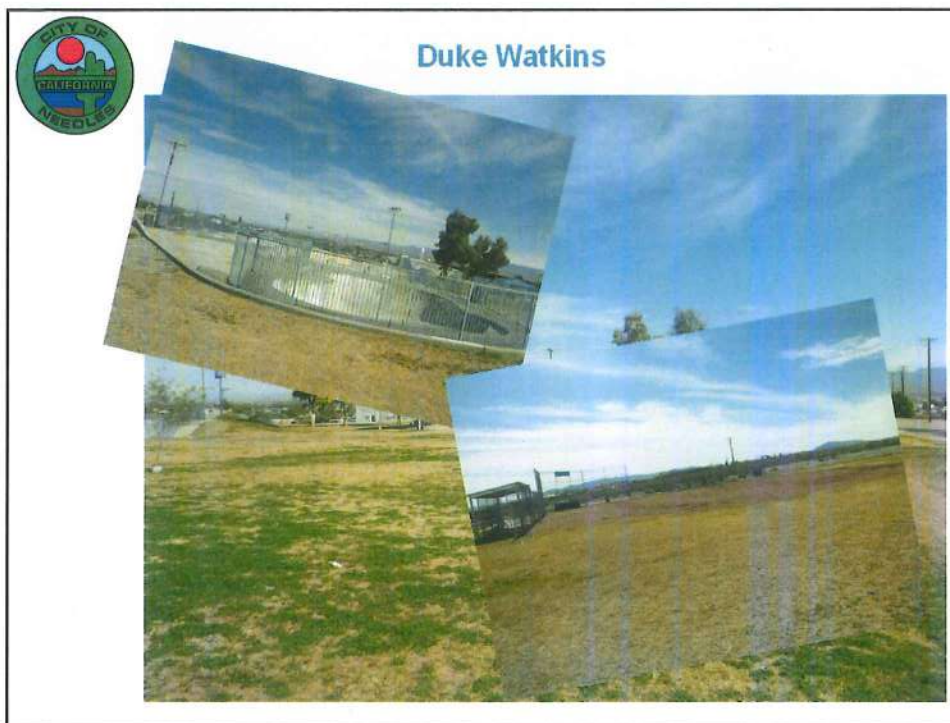
Type of Projects

1. Create a NEW Park, or
2. EXPAND an EXISTING Park, or
3. RENOVATE an EXISTING Park

No Match Required!!!



Potential renovations or expansions to existing parks....





Jack Smith Park



New Park?





Proposition 68

Some requirements of the grant application;

- The applicant must facilitate at least five public workshops (for each project) to encourage project enhancements that reflect the residents' unique needs and creativity. Meeting schedule must be broadcasted.
- Must obtain volunteers and partners (Healthcare, School District, Non-Profits)
- The applicant either will operate the project for;
 - a) 7 days a week, at least eight hours per day (dawn to dusk) or,
 - b) 7 days a week, at least three to eight hours per day

In addition;

- a) Public will not be charged an entry fee to use the project or,
 - b) The lowest entrance or member ship fee more than \$3 but less than \$10 per month per person
- The applicant must run and maintain the project for a minimum 30 years.



Proposition 68

Requirements continued...

- Projects should create a NEW recreation opportunity as the primary goal.
- Projects may include support amenities such as;
 - Restroom building, snack shack, parking lot, landscaping, lighting
- A minimum of 20% of funds available will fund projects that EXPAND or RENOVATE an existing park.
- Priorities for disadvantaged communities.

DEADLINE AUGUST 5, 2019



Proposition 68

Public Workshop Dates

The City staff will conduct five (5) public workshops on potential new parks and renovations on the following dates and times;

March 13, 2019 at 5:00 p.m.—Council Chambers, 1111 Bailey Ave

March 16, 2019 at 10:00 a.m.—location TBA

March 18, 2019 at 12:00 p.m.—location TBA

March 20, 2019 at 9:00 a.m.—location TBA

March 23, 2019 at 12:00 p.m. —location TBA

The goal is to engage the Community in the design of a park.



QUESTIONS?

Contact: Rainie Torrance (760)326-5700 X140
rtorrance@cityofneedles.com



City of Needles, California Request for City Council Action

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

Meeting Date: March 12, 2019

Title: Modify the Intergovernmental Agreement (IGA) to authorize the City Manager to sign the IGA between the Arizona Department of Transportation "ADOT" and the City of Needles to perform the scoping and design work for the Needles-Arizona Bridge deck rehabilitation.

Background: On July 25, 2017 the City Council approved the scoping and design work for the rehabilitation of the Needles-Arizona Bridge. The City's portion of the project totaled \$550,000.00.

The City submitted an application to Caltrans for the Highway Bridge Program grant and has been awarded funds in the amount of \$154,928 for FY19/20 year to begin the Scoping & Design of the project. After reevaluation the project has been broken into two phases and the City will enter into an Intergovernmental Agreement for project scoping and design using \$106,250 of the grant funds. The difference will be carried forward to the constuction phase.

Fiscal Impact: The City's share of the project funding is a match amount of 11.47% to be budgeted in the FY 19/20 city budget using SB1 funds which has a current balance of \$58,601. Two scopes of work shall be completed and funding as follows:

- Budget Scoping - \$18,750
Final Design - \$87,500.

The City's responsibility of the match funds on this program will be budgeted FY 19/20 in the amount of \$ 12,187.00 (which is the 11.47% match)

Recommendation: Authorize the City Manager to sign the Intergovermental Agreement (IGA) between the Arizona Department of Transportation "ADOT" and the City of Needles to perform the scoping and design work for the Needles-Arizona Bridge deck rehabilitation. Budget \$12,187 in FY 19/20 using SB1 funds.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: *Rick*

Date: 3/6/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

ADOT CAR No.: IGA /JPA 18-0006762-I
AG Contract No.: P0012018000718
Project Location/Name: Needles Bridge
No. 2435/ State Route 95
Type of Work: Bridge Deck
Rehabilitation-Phase I-Design
Federal-aid No.: 095-D (217) T
ADOT Project No.: T0182 01D
TIP/STIP No.:
CFDA No.: 20.205 – Highway Planning
and Construction
Budget Source Item No.:

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF NEEDLES

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION ("ADOT") and the CITY OF NEEDLES, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. ADOT is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by California Government Code 6500 to enter into this Agreement and has resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
3. On August 22, 2013, the Parties entered IGA/JPA 04-018, attached as Exhibit A, which established maintenance and repair responsibilities. Based on IGA/JPA 04-018, the City is responsible for conducting and coordinating bridge inspections every two years, ADOT will be the lead agency for any bridge repair, and Parties will share in the cost for the design and construction of repairs at 50% each. The Bridge Inspection Report dated May 24, 2017, has determined that the bridge is structurally deficient and will require repair. Bridge rehabilitation will include, but is not limited to cleaning/preparation, milling, and concrete overlay of the deck, removal and replacement of bearings at both abutments, and resetting of the girders, hereinafter referred to as the "Project". The total design cost of the Project is estimated at \$350,000.00. Construction administration and construction costs will be defined in a future agreement.

4. The Parties will perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.
5. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project plans and specifications.

THEREFORE, in consideration of the mutual terms expressed in this Agreement, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

- a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the City's designated agent for the Project.
- b. Execute this Agreement; invoice the City for their share of Project design costs associated with the Project, estimated at \$175,000.00. After Project completion, the State will either invoice or reimburse the City for 50% of the difference between estimated and actual costs of the Project.
- c. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the City as appropriate.

2. The City will:

- a. Designate the State as the City's authorized agent for the Project.
- b. Within 30 days of receipt of an invoice from the State, pay to the State 50% of the Project costs, estimated at \$175,000.00. After completion of the Project, if costs exceed the initial estimate, be responsible for 50% of the difference between estimated and actual costs.
- c. Review the design documents required for construction of the Project and provide comments to the State as appropriate.
- d. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bids and certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, have been removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and

9.07 Certification of Compliance. Coordinate with the State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

- e. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.
- f. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter City rights-of-way, as required, to conduct all construction and preconstruction related activities for the Project, on, to and over said City rights-of-way. This temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
2. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
3. This Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
4. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

5. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with all contractors, of which the City shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the City.
6. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
7. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
8. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
9. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
10. The City acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS

Attn: Cost Accounting Administrator

206 S 17th Ave. Mail Drop 204B

Phoenix, AZ 85007

SingleAudit@azdot.gov

11. This Agreement shall be governed by and construed in accordance with Arizona laws.
12. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
13. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
14. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".

15. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
16. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
17. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401.
18. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 35-393.01.
19. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Needles
Attn: Dale Jones
817 Third Street
Needles, CA 92363
(760) 326-2113 x145

For Project Administration:

Arizona Department of Transportation
Bridge Group
205 S. 17th Avenue, MD 613E
Phoenix, AZ 85007
602.712.7481

City of Needles
Attn: Tammy Ellmore
817 Third Street
Needles, CA 92363
(760) 326-5740 x150
tellmore@cityofneedles.com

For Financial Administration:

Arizona Department of Transportation
Project Management Group (or group
requesting agreement)
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
602.712.7545

City of Needles
Attn: Sylvia Miledi
817 Third Street
Needles, CA 92363
(760) 326-2115 x136

21. In accordance with Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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

CITY OF NEEDLES, CALIFORNIA

STATE OF ARIZONA

Department of Transportation

By _____
RICK DANIELS
City Manager

By _____
STEVE BOSCHEN, P.E.
Division Director

ATTEST:

By _____
DALE JONES
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF NEEDLES

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF NEEDLES, CALIFORNIA (City) an agreement among public agencies, and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of California.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2018.

City Attorney



City of Needles

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

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

March 12, 2019

David Lee
Caltrans District 8 – Local Assistance
464 West Fourth Street, 6th Floor, MS 760
San Bernardino, CA 92401-1400

Re: Bridge No 54C0349, K Street over Colorado River
Request for Federal Project Number under Highway Bridge Program

The City of Needles was awarded \$154,928 of federal funds to repair Bridge No 54C0349, K Street over Colorado River. With this package we are requesting a Federal Project Number to be issued in order to prepare the Request for Authorization for Preliminary Engineering including project scope and design.

I have attached the following for your review and process.

- Exhibit 7-B – Field Review Form
- FTIP
- Exhibit 3-L – Local Assistance Project Prefixes
- Correspondence from Arizona Department of Transportation regarding the repairs.

If you have any question or comments, please contact Tammy Ellmore in our Engineering Department at (760) 326-5740 x 150 or email tellmore@cityofneedles.com

Sincerely,

Rick Daniels
City Manager
City of Needles

Enclosures:

1. Email correspondence
2. Exhibit 3-O Finance Letter and required copies



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: March 12, 2019

Title: A Resolution of the City Council of the City of Needles Establishing an Economic Development Program Utilizing 1% of Marijuana Tax Revenues

Background: At the September 25, 2018 meeting the City Council appointed a subcommittee to study the feasibility of directing 1 of the 10% of the Marijuana Tax to fund startups of new or expanded non-cannabis businesses in the City. On December 11 the Committee recommended that a program be started that has the following characteristics;

- One of the 10% Marijuana Tax on gross receipts of sales be deposited in an Economic Development Fund to market the City and assist the expansion of the local economy.
- Grants from the Economic Development Fund may be requested by any person proposing to open a new separate business or significantly expand an existing business with a physical location in the City,
- Employ at least 2 people,
- Must be a minimum private investment of at least twice the amount of the requested grant.
- Be a business that allows public access.

Additionally,

- Persons seeking to start a new or expand an existing business would be eligible to apply for an economic development grant from the City
- The process, requirements, and approval criteria for grants would be discretionary by the City Council, and dependent upon the investment envisioned.
- The new non-cannabis business must be sustainable economically.
- Grants may be used for fees and infrastructure.
- Grant requests for capital construction may trigger the grantee being subject to state prevailing wage for all construction.
- Prior to the awarding of a grant, the applicant must enter into a contract with the City in form and substance acceptable to and approved by the City Council.

At the December 11 Council meeting, the Council (3-2) directed the City Attorney to draft a resolution to implement the policy. Attached is the resolution prepared by the City Attorney. Also attached is a sample application to be completed by City staff prior to grants being granted.

On March 1, 2019 the subcommittee met and approved the resolution.

Fiscal Impact: Potential 10% reduction in the Marijuana Tax General Fund revenue for City infrastructure projects. Potential increase in new goods and services in the City and accompanying jobs and other tax revenues. There is a potential of approximately \$40,237 of funds available for the Economic Development Fund as of March 6, 2019.

Recommendation: Approve City Council Resolution 2019-8 Establishing an Economic Development Program Utilizing 1% of Marijuana Tax Revenues

Submitted By: City Attorney

City Management Review:

Date:

3/6/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item:

14

RESOLUTION NO. 2019-8
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
ESTABLISHING AN ECONOMIC DEVELOPMENT PROGRAM

WHEREAS, at the September 25, 2018 Council meeting the City Council appointed a subcommittee to study the feasibility of directing ten percent of the taxes received from cannabis businesses to establish an economic development fund, which will be used to attract new or expanded non-cannabis businesses to the City;

WHEREAS, there has been a significant growth of cannabis businesses, the Economic Development program is established to encourage growth of other diversified businesses providing essential goods and services to the community separate and distinct from cannabis related goods and services;

WHEREAS, the subcommittee met and recommended to the Council that such an economic development program be established;

WHEREAS, persons seeking to start a new non-cannabis business or expand an existing non-cannabis business within the City would be eligible to apply for an economic development incentive or grant from the City;

WHEREAS, the City Council accepts the recommendation of the subcommittee to create the proposed Economic Development program; and

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NEEDLES AS FOLLOWS:

Section 1. The Council hereby finds that the program set forth herein, serves and provides a public benefit of promoting economic development, creating jobs, and related opportunities in furtherance of the health, wellness, and safety of the community.

Section 2. The City Council does hereby establish an Economic Development program to be funded with ten percent of tax revenues received from cannabis businesses. These funds will be used in the Council's discretion to offer economic incentives or grants to attract new non-cannabis businesses to the City or to incentivize the expansion of existing non-cannabis business within the City as follows:

- Ten percent of tax revenues received from cannabis businesses shall be deposited in an Economic Development Fund which the City will use to incentivize new or expanded non-cannabis businesses;

- Incentives or grants from the Economic Development Fund may be requested by any business or person proposing to open a new non-cannabis business or significantly expand an existing non-cannabis business with a physical location in the City;
- To be eligible to apply for an incentive or grant, the proposed new or expanded business must create two new sustainable full-time positions;
- The business must provide a minimum private investment of at least twice the amount of the requested incentive or grant;
- The business must allow public access; and
- Prior to the awarding of a grant, the applicant must enter into a contract with the City in form and substance acceptable to and approved by the City Council.

Section 3. This resolution shall become effective on the date of its adoption.

Section 4. All portions of this resolution are severable. Should any individual provision or portion of a provision of this resolution be adjudged to be invalid and unenforceable, the remaining provisions and portions of provisions shall be and continue to be fully effective, except as to the provision(s) and/or portion(s) of provisions that have been judged to be invalid.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 12 day of March, 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

Jeff Williams, Mayor

ATTEST:

Dale Jones, City Clerk

APPROVED AS TO FORM:

John O. Pinkney, City Attorney

ECONOMIC DEVELOPMENT PROGRAM

Application

Application packet for the City of Needles Economic Development Program

Community & Economic Development Department (updated December 17, 2018)

Contact Information:

Rick Daniels, City Manager

760-326-2113

rdaniels@cityofneedles.com

ECONOMIC DEVELOPMENT PROGRAM

The City of Needles has established an Economic Development Program designed to assist new non-cannabis businesses and existing non-cannabis businesses with infrastructure, fees, and opening costs and encourages improvement and investment in commercial properties within the City of Needles.

The Economic Development Program features funding **up to \$X,000** to assist in the cost of opening or expanding a non-cannabis business.

Eligible uses for the grant funds:

- City fees associated with opening or expanding a business
- Infrastructure built in compliance with prevailing wage laws
- Facilities
- XXXXX

Uses Not Eligible:

Funds may not be used for cannabis businesses. Other ineligible uses include but are not limited to:

- Cannabis or cannabis related businesses
- Minor improvements of existing businesses
- Businesses with fewer than two full time employees
- XXXXXX
- XXXXXX

Prevailing Wage:

To the extent applicable to the project, all contractors and agents hired by the Owner / Tenant shall comply with California Labor code Section 1720 et seq. ("Prevailing Wage Laws") and shall be responsible for carrying out the requirements of the law. Owners / Tenants participating in this Program are solely responsible for determining whether Prevailing Wage Laws apply to the project.

Eligible Applicants:

Subject to Council discretion, persons proposing to open a new separate non-cannabis business or significantly expand an existing non-cannabis business with a physical location in the City.

A business owner (tenant) that is not the property owner must show evidence of the right to alter the property, or consent from the property owner if funds are used for structural improvements.

Grant Amounts:

The maximum amount of the Economic Development grant is \$X,000.00. The business must provide a minimum private investment of at least twice the amount of the requested grant. In order to qualify for the full \$X,000.00 amount, the total verified project cost must be in excess of \$XX,000.00.

Process:

Applications are available from the City and on the City's website. The application will ask for a narrative description of the proposed new or expanded business and intended use of funds. The applicant is responsible for all aspects of the project and must obtain all proper permits for the business.

The City will reimburse the applicant for work performed, based on submittal of acceptable evidence of the work performed, including copies of paid invoices, credit card receipts with statements identifying the work performed, and copies of cancelled checks (front/back), or such other evidence as required by the City. The business must be open to the public, and free of building code violations or tax liens.

ECONOMIC DEVELOPMENT PROGRAM

APPLICATION CHECKLIST

All applicants must provide:

- ☐ Application (Completed and Signed by Applicant)
- ☐ If incorporated, evidence that applicant has authorization to apply for program
- ☐ Verification of Property Ownership, if owner (Title or Deed of Trust)
- ☐ Evidence of Tenant's Right to Make Improvements, if tenant or lessee (Signed)
- ☐ Description of Scope of Work
- ☐ Estimate or Bid, if available
- ☐ Copy of Valid Needles Business License (Applicant)
- ☐ Copy of Valid Needles Business License (Contractor hired to perform work)

No assistance may be provided for any contract awarded before the application is approved.

Once the application is approved by the City, the applicant must enter into a written agreement with the City in form and substance acceptable to the City and provide the following:

If applicable, evidence of required permit approvals from the City of Needles Building and Safety, Planning and/or Engineering Departments.

I hereby declare that the foregoing information is true and correct to the best of my knowledge. I authorize the City of Needles to verify the information to determine my eligibility and to conduct an inspection of my property. I understand that as the applicant I will hire the contractor and am responsible for obtaining design approvals. I understand that the program provides that the City will reimburse the applicant for work performed, based on submittal of evidence of work performed and paid, and that the City will not pay contractors or vendors directly.

Applicant Signature

Date

Mail or deliver completed application with copies of required documents to:

Rick Daniels
City of Needles
City Manager
817 Third Street, Needles, CA 92363

Fax 760-326-6765 or email to

Mail to:

Any questions please call:

City of Needles Economic Development Program Application

APPLICANT INFORMATION

Business Name:

Business Address:

Applicant's Name:

Street Address:

City:

State:

Zip Code:

Phone ext.

Email:

PROJECT DESCRIPTION

Description of Requested Improvements:

Estimated Cost:

Is this your estimated cost or have you obtained a bid or estimate from an architect or contractor?:

Please provide a copy of estimate if available:

*Please note that the maximum matching grant shall not exceed \$X,000. The grant increases on a dollar for dollar basis up to the \$X,000 cap. Example: if the applicant's facade improvement cost is \$10,000 the City will pay the match grant of \$5,000. If the total improvement cost is \$5,000 the City will pay a match grant of \$2,500.

Amount applying for:

PROPERTY INFORMATION

FOR OWNER OCCUPANTS

I hereby certify that I am the owner of my business property. The property is vested (owned) under the following name:

Property Owner Legal Name:

Contact Information:

Assessors Parcel Number:

FOR TENANT/LESSEES

I am a tenant/lessee of the space for which I am applying for a Façade Improvement Grant

Property Owner:

Contact Information for the Property Owner:

Remaining Years on Lease Term:

Assessors Parcel Number:

PROGRAM BOUNDARIES

Commercial Businesses located throughout the City of Needles.



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA

☒ Regular ☐ Special

Meeting Date: March 12, 2019

Title: Accept Epic Engineering's Proposal for the Needles Pavement Management Plan in the amount not to exceed \$62,930

Background: The City of Needles requires a Pavement Management Plan for all roads in the City. This plan is to consider the current condition of the streets, what applications/treatments are required, and the schedule to perform such maintenance. The City has provided all documentation kept regarding the condition and dimensions of all existing street segments to the City Engineer.

Epic will use a rating format as a basis for representing pavement conditions for the cities 72.1 miles of road (Highway Performance Monitoring System Data).

Engineering has submitted a proposal not to exceed \$62,930 to complete the Needles Pavement Management Plan. The scope of work is broken down into Four (4) tasks (\$62,930):

1. Data Collection (\$8,400) One (1) weeks: Epic Engineering will obtain information from the City and from its own means, then organize this data to format necessary for analysis.
2. Analysis (\$22,560) Six (6) weeks: Epic Engineering will develop an overall rating system to determine priorities of maintenance based on upon coordinating anticipated utility repairs. A rating system will be applied to determine such priorities so that maintenance schedule and associated costs can be developed for the management plan.
3. Deliverables (\$29,590) Five (5) weeks: Epic Engineering will produce a report to clearly summarize the existing pavement conditions, analysis performed, contributing factors, and a summary of the recommended maintenance plan. Maps will also be provided to give visual summaries of the resulting data.
4. Indirect Costs (\$2,380): Travel and Printing of the report.



City of Needles, California Request for City Council Action

Fiscal Impact: Draw on the Development Impact Fee Funds not to exceed \$62,930.
The Developer Impact Fee Funds for Streets currently has \$58,335.48
for North Needles and \$16,351.88 for South Needles totaling \$74,687.

Environmental Impact: N/A

Recommended Action: Accept Epic Engineering's Proposal for the Needles
Pavement Management Plan in the amount not to exceed
\$62,930

Submitted By: Patrick Martinez, Director of Development Services
Tammy Ellmore

City Management Review: Rick **Date:** 3/6/19

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
Agenda Item: <u>16</u>			



50 East 100 South
Heber, Utah 84032

3341 South 4000 West
West Valley City, Utah 84120

September 17, 2018

Rick Daniels, City Manager
City of Needles
817 Third Street
Needles, CA 92363

Re: *Proposal for the Needles Pavement Management Plan*

Mr. Daniels,

Epic Engineering is pleased to submit the following proposal to the City of Needles to provide Professional Engineering services for the above referenced project.

Project Understanding

The City of Needles is considering a street pavement rejuvenation program to restore all streets to good condition, which requires a Pavement Management Plan. This plan is to assess the current condition of the street segments, what applications/treatments are required, and the street prioritization schedule to perform such maintenance. The City has provided all documentation kept regarding the condition and dimensions of all existing street segments as of the work request dated March 19, 2018.

In the documentation provided by the City, pavement condition was ranked using a scale of 1 to 5, with the latter end of the scale representing the poorest pavement condition. The rating scale as provided by the City is as follows:

Score	Condition
1	Excellent (Needs fog seal)
2	Good (Needs crack seal & slurry)
3	Fair (Needs grind w/ 1-1/2" asphalt cap)
4	Poor (Needs grind w/ 2" asphalt cap)
5	Very Poor (Needs complete grind & pave)

Epic will also use this rating format as a basis for representing existing pavement condition. Pavement condition ratings have been provided for 32.7 miles of the total 72.1 miles of road, according to quantities taken from the provided HPMS data spreadsheet. Epic will need to obtain pavement ratings for the remaining 39.4 miles of road segments to complete its analysis.

Scope of Work

Task 100: Data Collection: Epic Engineering will obtain information from the City and from its own means, then organize this data to formats necessary for analysis. Subtasks include:

101. Coordination with the City to obtain data for road conditions, attributes, maintenance history, and utility repair history. Such information will be provided to Epic in a concise, tabular format which clearly indicates the location, date, and extent of work performed.
102. Coordination with the City to obtain average daily traffic data. Such information will be provided to Epic in a concise, tabular format which clearly indicates the extent of street that a given traffic volume applies to.
103. Organize acquired data to appropriate formats necessary to complete analysis.
104. Assess pavement condition for unrated roadways (39.4 miles total). Epic will obtain information about road conditions via aerial imagery to the extent possible, then verify the information by a brief, in-person observation.

Task 200: Analysis: Epic Engineering will develop an overall rating system to determine priorities of maintenance based on upon average daily traffic, coordinating anticipated utility repairs, addressing fire truck access/safety concerns, and Safe Routes to School (SRTS) concerns. This rating system will then be applied to determine such priorities so that a maintenance schedule and associated costs can be developed for the management plan. Subtasks include:

201. Develop priority rating system specific to City's needs. The goal of this rating system is to produce an overall rating representing the priority to address pavement maintenance needs, in consideration of the factors mentioned above.
202. Determine appropriate maintenance treatment for all road segments. The suggested treatments which the City provided based on condition ranking will be considered and modified as Epic feels appropriate to promote longevity of pavement.
203. Coordination with City on utility system repairs needed. Epic will coordinate with City staff to receive information about potential utility repair needs and concerns.
204. Coordination with City and Fire Department on fire truck access and safety concerns. Epic will coordinate with City and Fire Department staff to receive information about locations that pose fire truck access and safety issues.
205. Coordination with City and Schools on Safe Routes to School (SRTS) concerns. Epic will coordinate with City and School District staff to receive information about locations where improvements are desired to maintain a continuous SRTS.
206. Apply rating system to determine road maintenance prioritization. The rating system developed in Task 201 will be used to obtain a rating for each road segment.
207. Estimate maintenance costs for each road segment. A unit cost estimate to construct each type of improvement will be derived, then applied to obtain a basic cost for

each road segment. These costs will be listed by year of planned improvement and coordinated with financial projections of funds available.

208. Develop schedule (by year) to perform maintenance on all roads. The timing of these improvements will be directly influenced by the overall rating each receives.

Task 300: Deliverables: Epic Engineering will produce a report to clearly summarize the existing pavement conditions, analysis performed, contributing factors, and a summary of the recommended maintenance plan. Maps will also be provided to give visual summaries of the resulting data. Subtasks include:

301. Drawings
 - a. Map of road conditions & ratings
 - b. Map of recommended maintenance type and intervals
 - c. Map of utility repair needs
 - d. Map of fire truck access concerns
 - e. Map of Safe Routes to School (SRTS) concerns
 - f. Overall map of road maintenance by priority
302. Report to summarize analysis & recommendations
303. Maintenance schedule & cost estimate summary
304. Presentation to Planning Commission, Utility Board, and City Council
305. Meeting & final coordination with City

Assumed work to be performed by City staff:

1. Locating & providing existing City maps, drawings, AutoCAD files, GIS shape files
2. Locating & providing available data for road conditions & dimensions (Task 101)
3. Provide information on utility repair concerns and assist in obtaining fire truck access and SRTS concerns (Tasks 203-205) in the form of a concise map or list which clearly identifies the locations of the concerns.
4. Provide ADT or AADT data for all city roads
5. Provide estimated projections of available funding for street improvements
6. Provide consultant access to the project sites
7. Participate in meetings and coordination activities
8. Timely review and response

The scope of Epic Engineering's work does *not* include:

1. Material testing
2. Performing traffic studies
3. Pavement structural section recommendations
4. Design of improvements beyond pavement maintenance/rehabilitation methods
5. Funding source recommendations

We look forward to the opportunity to work together on this project. We have incorporated the requested scope modifications which we received from the City on September 13th, 2018. If you wish to discuss any further modifications to this scope or have questions, you may contact me at (801) 955-5605.

Sincerely,

Don Olsen, P.E.
Principal

Attachment: Project Overview, Phasing, & Schedule

Attachment: Scope of Work & Budget Analysis



Proposal for the Needles Pavement Management Plan

Project Overview

The City of Needles is considering a street pavement rejuvenation plan to restore all streets to good condition. This plan is to assess the current condition of the streets, what treatments are required, and the prioritization schedule to address the treatments.

Project Phasing & Schedule

The City of Needles desires to have the project work completed in three separate phases. The following phasing is proposed, as well as the approximate schedule to perform each:

1) Data Collection (Task 100): \$8,835

Epic Engineering will obtain information about the road conditions, utilities, and traffic from the City, then supplement missing information using its own means. This data will be organized to formats necessary for analysis.

Timeline: One week

2) Analysis (Task 200): \$23,005

Epic Engineering will develop and apply a rating system to rank the pavement maintenance priority of all roads. Priority will be influenced by the amount of traffic, needed utility repairs, fire truck access/safety concerns, and Safe Routes to School (SRTS) concerns. An estimated maintenance cost will be determined for each road.

Timeline: 6 weeks

3) Deliverables (Task 300): \$31,090

Epic Engineering will produce a report and maps to summarize the existing pavement conditions, analysis performed, contributing factors, and the recommended maintenance plan. This information will be presented to the Planning Commission, Utility Board, and City Council.

Timeline: 5 weeks



CITY OF NEEDLES, CALIFORNIA

Scope of Work and Budget Analysis
Pavement Management Plan
Prepared by Epic Engineering P.C.
9/17/2018
Total Estimated Cost (Rounded): \$62,930.00

Task No.	Description	Hours	Cost	Principal in Charge (City Engineer)	Project Engineer (Asst. City Engineer)	Engineer I F.E. (Plan Check Engineer)	GIS Engineer (Plan Check Engineer)
				\$180.00	\$160.00	\$140.00	\$140.00
100	Data Collection						
101	Coord. w/ City to obtain data on road conditions & utility history	5.0	\$780.00	2.0		3.0	
102	Coord. w/ City to obtain average daily traffic data	5.0	\$740.00	1.0		4.0	
103	Organize acquired data to appropriate formats for analysis	16.0	\$2,240.00			6.0	10.0
104	Assess pavement condition for unrated roadways (39.4 miles total)	28.0	\$4,640.00	8.0	20.0		
		54.0	\$8,400.00	11.0	20.0	13.0	10.0
200	Analysis						
201	Develop priority rating system specific to City's needs	14.0	\$2,160.00	2.0	6.0	6.0	
202	Determine appropriate maintenance treatment for all road segments	16.0	\$2,320.00	1.0	2.0	13.0	
203	Coord. w/ City on utility system repairs needed	9.0	\$1,400.00		7.0	2.0	
204	Coord. w/ City & Fire Dept. on fire truck access concerns	9.0	\$1,400.00		7.0	2.0	
205	Coord. w/ City & Schools on Safe Routes to School (SRTS) concerns	14.0	\$2,160.00		10.0	4.0	
206	Apply rating system to determine road maintenance prioritization	20.0	\$2,920.00		6.0	14.0	
207	Estimate maintenance costs for each road segment	30.0	\$4,320.00		6.0	24.0	
208	Develop schedule to perform maintenance on all roads	38.0	\$5,880.00	2.0	24.0	12.0	
		150.0	\$22,560.00	5.0	68.0	77.0	0.0
300	Deliverables						
301	Drawings						
	a. Map of road conditions & ratings	19.0	\$2,680.00	0.5		2.5	16.0
	b. Map of recommended maintenance type and intervals	19.0	\$2,680.00	0.5		2.5	16.0
	c. Map of utility repair needs	19.0	\$2,680.00	0.5		2.5	16.0
	d. Map of fire truck access concerns	19.0	\$2,680.00	0.5		2.5	16.0
	e. Map of Safe Routes to School (SRTS) concerns	20.5	\$2,890.00	0.5		4.0	16.0
	f. Overall map of road maintenance by priority	18.5	\$2,610.00	0.5		4.0	14.0
302	Report to summarize analysis & recommendations	36.0	\$5,360.00	2.0	12.0	20.0	2.0
303	Maintenance schedule & cost estimate summary	8.5	\$1,270.00	0.5	3.0	5.0	
304	Presentation to Planning Commission, Utility Board, & City Council	36.0	\$5,400.00	6.0	6.0		24.0
305	Meeting & final coordination with City	8.0	\$1,340.00	3.0	5.0		
		203.5	\$29,590.00	14.5	26.0	43.0	120.0
MAN-HOUR / TASK COST TOTALS		407.5	\$60,550.00	30.5	114.0	133.0	130.0
INDIRECT COSTS: TRAVEL (\$400/Trip)		Trips	Cost				
Task 100		1	\$400.00				
Task 200		1	\$400.00				
Task 300		3	\$1,200.00				
			\$2,000.00				
INDIRECT COSTS: PRINTING			Cost				
Task 100			\$35.00				
Task 200			\$45.00				
Task 300			\$300.00				
			\$380.00				
TOTAL COSTS			\$62,930.00				