



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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
SUCCESSOR AGENCY to the REDEVELOPMENT AGENCY
CITY OF NEEDLES, CALIFORNIA
TUESDAY, MARCH 26, 2019
COUNCIL EXECUTIVE SESSION – **5:30 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.

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

CALL TO ORDER
ROLL CALL

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

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

RECESS TO EXECUTIVE SESSION

- a) COUNCIL / SARDA - Conference with Real Property Negotiator regarding sale of Successor Agency to the Redevelopment Agency property to Hooman Davoodi, pursuant to Government Code Section 54956.8 (Agency negotiator: City Manager Rick Daniels or his designee; Negotiating Parties: City of Needles, Successor Agency to the Redevelopment Agency as Seller and Hooman Davoodi as Buyer; Under Negotiation: price and terms – APN 0186-222-07 (28.21 acres located at Ice Plant Road/I-40)
- b) Conference with labor negotiators pursuant to Government Code Section 54957.6. Agency designated representatives: Mayor Jeff Williams and Councilmember Clayton Hazlewood. Unrepresented employee: City Manager

EXECUTIVE SESSION – Report by City Attorney

ADJOURN THE JOINT MEETING AND RECONVENE THE COUNCIL MEETING

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.

PRESENTATION

- 1) PowerPoint Presentation regarding the Lower Colorado River Tour February 27-March 1, 2019
(INF)

PUBLIC HEARING

- 2) Public hearing noticed to consider all evidence and testimony for or against approving a general plan amendment from "CR" Commercial Resort to "CH" Highway Commercial and a zone change from "CRR" Commercial Residential Resort to "C3" Highway Commercial for the property located along Needles Highway, 320 Balboa, APN 0660-081-01 through -04, 0660-081-08 and 09, and 0660-091-04; Applicant Deer Park Development
 - Staff Report
 - PowerPoint Presentation
 - Council Questions of Staff
 - Mayor to open the public hearing
 - Public Comment
 - Mayor to close the public hearing
 - Council Discussion / Deliberation
 - Ordinance No. 615-AC approving a general plan amendment from "CR" Commercial Resort to "CH" Highway Commercial and a zone change from "CRR" Commercial Residential Resort to "C3" Highway Commercial for the property located along Needles Highway, 320 Balboa, APN 0660-081-01 through -04, 0660-081-08 and 09, and 0660-091-04 (ACT)

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

NPUA / COUNCIL CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the NPUA / City Council may pull an item from the Consent Calendar for discussion. Prior to NPUA / Council action, a member of the public may address the NPUA / City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 3 through 5 on the Consent Calendar by affirmative roll call vote. (ACT)

- 3) NPUA: Approve the minutes of May 8, May 29 and June 12, 2018
- 4) NPUA / COUNCIL: Authorize the purchase of one Altec AT37G 2019 Dodge 5500 boom truck at a cost not to exceed \$135,000 using electric vehicle replacement funds
- 5) NPUA / COUNCIL: Accept Lincus Incorporated's proposal to provide AB32 Greenhouse Gas Emission Verification Services for 2018 and 2019 at a cost not to exceed \$4,914 per year (total \$9,828) included in the 2018-2019 electric budget

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 6 through 8 on the Consent Calendar by affirmative roll call vote. (ACT)

- 6) Approve the warrants register through March 26, 2019
- 7) Approve the minutes of May 8, May 29 and June 12, 2018
- 8) Waive the reading and adopt 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 (2nd reading - adopt)

End of Consent

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

- 9) Discussion of trash containers at the Needles Area Transit (NAT) bus stops (DIS)
- 10) Discussion regarding permitting Safe and Sane Fireworks in the City (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 22, 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.

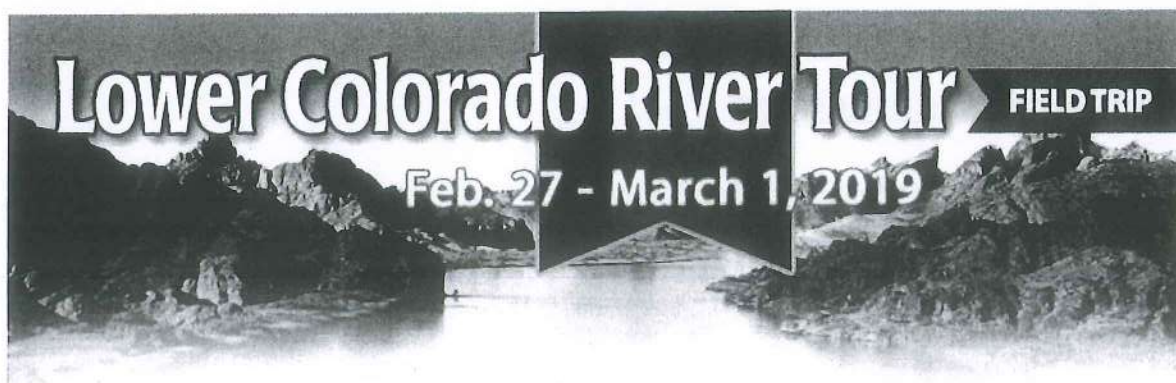
In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (760) 326-2113 ext 145. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility 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 22nd day of March 2019.



Dale Jones, CMC, City Clerk



LOWER COLORADO RIVER TOUR ITINERARY FEBRUARY 27 – MARCH 1, 2019



WATER EDUCATION
FOUNDATION



WaterEducationFoundation



@WaterEdFdn



water-education-foundation

Tour staff:

Nick Gray

Programs Manager

Water Education Foundation

530-433-4242

Kasey Chong

Administrative & Technology Manager

Water Education Foundation

916-505-0704

Resource speaker:

Keith Scoular, RG, CEM

Senior Environmental Consultant

NV5

Phoenix, AZ

3-26-19 #1

ALL TIMES PST

DAY 1: WEDNESDAY, FEBRUARY 27

7:30 a.m. CHECK-IN
Best Western McCarran Inn, Las Vegas

8:00 a.m. DEPART for Hoover Dam

Nick Gray

- Welcome and introduction to the tour

Keith Scoular

- Overview of the Lower Colorado River

Warren Turkett

Natural Resource Analyst, Colorado River Commission of Nevada

- History of the Colorado River Commission of Nevada
- Drought impacts on hydropower production
- Introduction to the Lower Colorado River Multi-Species Conservation Program

9:00 a.m.  ARRIVE at Hoover Dam

- Explore dam and observation deck

9:45 a.m. DEPART for Lake Mead Visitor Center

10:00 a.m.  ARRIVE at Lake Mead Visitor Center

Dan Bunk

River Operations Manager

Bureau of Reclamation, Lower Colorado Region

- Overview of Colorado River System
- Lower Colorado River "Water Master" role
- Drought and current conditions in the Colorado River Basin
- Projected reservoir operations for 2019 and 2020
- Drought response activities

Seth Shanahan

Senior Environmental Planner, Southern Nevada Water Authority

- Southern Nevada water needs and Colorado River usage
- Climate change and future impacts on water supply
- Intentionally Created Surplus (ICS) possibilities
- Lake Mead infrastructure

12:00 p.m. **LUNCH** and open time to explore Lake Mead Visitor Center

12:45 p.m. **DEPART** for Mohave Valley Conservation Area

Keith Scoular

- The Law of the River umbrella
- 1922 Compact and 1928 Boulder Canyon Project Act
- Arizona v. California U.S. Supreme Court decision of 1964
- Colorado River Basin Project Act of 1968 Colorado River Water Delivery Agreement or Quantification Settlement Agreement (QSA) of 2003
- Record of Decision: Colorado Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead of 2007
- The Mexican Water Treaty for the Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande of 1944 and Minutes

Patrick Martinez

Director of Development Services, City of Needles

- City of Needles water supply, treatment and distribution system
- City of Needles water rights, secondary sources of water and conservation

2:45 p.m.  **ARRIVE** at Mohave Valley Conservation Area

Nathan Lenon

General Biologist, Bureau of Reclamation

- Lower Colorado River Multi-Species Conservation Program
- Overview of Mohave Valley Conservation Area

3:30 p.m. **DEPART** for Hampton Inn Lake Havasu City
Lake Havasu City, AZ

Keith Scoular

- Overview of Arizona water supply
- Regional history, including the story of the London Bridge

4:15 p.m.  **ARRIVE** at Hampton Inn Lake Havasu City

4:45 p.m. **DEPART** for Shugrue's Restaurant
Lake Havasu City, AZ

5:00 p.m.  **ARRIVE** for **DINNER** at Shugrue's Restaurant

Deanna Ikeya

Colorado River Programs Senior Water Policy Analyst, Central Arizona Project

- Purpose and operations of the Central Arizona Project
- Arizona's water management framework
- Arizona Groundwater Management Act
- Recharge and interstate groundwater banking

Doyle Wilson, Ph.D., RG

Water Resources Coordinator, Lake Havasu City

- Bathymetry mapping of Lake Havasu and sedimentation estimates
- Stormwater runoff water quality impacts

7:30 p.m. **RETURN** to Hampton Inn Lake Havasu City

DAY 2: THURSDAY, FEBRUARY 28

6:45 a.m. **Load luggage on bus parked in front of hotel, keep hotel key until departure**

7:00 a.m. **BREAKFAST** at Hampton Inn Lake Havasu City

7:45 a.m. **DEPART** for Mark Wilmer Pumping Plant

8:15 a.m.  **ARRIVE** at Mark Wilmer Pumping Plant

Gerald Filipiak

Maintenance Specialist, Central Arizona Project

- Pumping plant operations

9:00 a.m. **DEPART** for Whitsett Intake Pumping Plant via Parker Dam

9:30 a.m.  **ARRIVE** at Whitsett Intake Pumping Plant

Jason Rollo

External Affairs, Inspection Trips

Metropolitan Water District of Southern California

- Organization of the Metropolitan Water District
- Tour Whitsett Intake Pumping Plant
- Tour Copper Basin Reservoir

11:30 a.m.  **ARRIVE** at Gene Camp for **LUNCH**

Sarah Bartlett

Senior Resource Specialist

Metropolitan Water District of Southern California

- Colorado River Aqueduct
- Role of the Colorado River in Southern California water supply
- Water transfers and exchanges
- Political impacts on water policy

12:15 p.m. **DEPART** for Palo Verde Diversion Dam

Keith Scoular

- Winters v. United States U.S. Supreme Court decision of 1908 (Winters Doctrine)
- Colorado River Basin Ten Tribes Partnership Tribal Water Study

1:30 p.m. **ARRIVE** at Palo Verde Diversion Dam

Bart Fisher

Trustee, Palo Verde Irrigation District

- History of river use, agricultural history, ag-to-urban water transfer
- Tour of diversion dam
- View of Palo Verde Ecological Reserve (MSCP)
- Telemetry system

2:15 p.m.  **DEPART** for Imperial Dam

4:15 p.m. ARRIVE at Imperial Dam

David Escobar


Superintendent of Construction and Maintenance, Imperial Irrigation District

- Imperial Dam operations
- Water ordering, release schedules and routing

5:00 p.m. DEPART for drive-by of Yuma East Wetlands, All-American Canal, and Warren H. Brock Reservoir

Keith Scoular

- Yuma area and Imperial Valley agriculture
- Role of the All-American Canal in regional water supply
- Overview of the Warren H. Brock Reservoir

6:45 p.m.  **ARRIVE** at Imperial Palms Hotel & Resort
Holtville, CA

7:15 p.m. DINNER at Imperial Palms Hotel & Resort

Tina Shields

Water Manager, Imperial Irrigation District

- IID Background/Service Area/Water Delivery System
- Impacts of the Quantification Settlement Agreement on the Imperial Valley
- Water conservation and transfers – IID implementation
- IID and the Salton Sea

Henry Martinez

General Manager, Imperial Irrigation District

- Welcome to the Imperial Irrigation District

DAY 3: FRIDAY, MARCH 1

6:45 a.m. Load luggage on bus parked in front of hotel, keep hotel key until departure

7:00 a.m. BREAKFAST at Imperial Palms Hotel & Resort

Nick Gray

- About the Water Education Foundation

7:45 a.m. DEPART for Sonny Bono Salton Sea National Wildlife Refuge

Vince Brooke

General Superintendent of Efficiency & Conservation, Imperial Irrigation District

- Agriculture in the Imperial Valley
- Transition away from fallowing
- Efficiency-based conservation measures
- Operational flexibility

8:45 a.m.  ARRIVE at Sonny Bono Salton Sea National Wildlife Refuge

Chris Schoneman

Project Leader, Sonny Bono Salton Sea National Wildlife Refuge

- Salton Sea's role in Pacific Flyway
- Bird species living at and migrating to the sea, species mortality
- Efficiency-based conservation measures

10:00 a.m. DEPART for North Shore Yacht Club

11:00 a.m.  ARRIVE for **LUNCH** at North Shore Yacht Club

Bruce Wilcox

Assistant Secretary of Salton Sea Policy, California Natural Resources Agency

- Current California vision for the future of the Salton Sea
- Water quality improvements
- Shallow water wetlands for habitat
- Air quality and dust mitigation
- Recreational and economic opportunities

12:30 p.m. DEPART for Coachella Valley farms

Bob Keeran

Multi Media Specialist, Coachella Valley Water District

- Tour of irrigation infrastructure
- Water conservation projects in the Coachella Valley
- Water management practices

1:15 p.m. ARRIVE at Coachella Valley orchard

Peter Nelson

Board Member, Coachella Valley Water District

Chair, Colorado River Board of California

- The Colorado River and Coachella Valley agriculture, cities and tourism
- Water-wise irrigation
- Drought impacts on local agriculture

2:00 p.m. DEPART for Indian Canyons

3:15 p.m.  ARRIVE at Indian Canyons

Kate Anderson

Director of Public Relations, Agua Caliente Band of Cahuilla Indians

Tom Davis

Chief Planning & Development Officer, Agua Caliente Band of Cahuilla Indians

- Tribal history in the Coachella Valley
- Traditional methods of water collection, transport and storage

4:30 p.m. DEPART for Ontario International Airport

6:30 p.m. ARRIVE at Ontario International Airport

*Please note that traffic delays may affect this arrival time.



WATER EDUCATION
FOUNDATION

Lower Colorado River Tour

Speaker List

February 27-March 1, 2019

Kate Anderson
Director of Public Relations
Agua Caliente Band of Cahuilla
Indians
Palm Springs, CA
kanderson@aguacaliente-nsn.gov

Sarah Bartlett
Senior Resource Specialist
Metropolitan Water District of
Southern California
Los Angeles, CA
sbartlett@mwdh2o.com

Vince Brooke
General Superintendent of
Efficiency & Conservation
Imperial Irrigation District
Imperial, CA
vbroke@iid.com

Dan Bunk
River Operations Manager
Bureau of Reclamation
Lower Colorado Region
Boulder City, NV
dbunk@usbr.gov

Tom Davis
Chief Planning & Development
Officer
Agua Caliente Band of Cahuilla
Indians
Palm Springs, CA
tdavis@aguacaliente-nsn.gov

David Escobar
Superintendent of Construction
and Maintenance
Imperial Irrigation District
Imperial, CA
descobar@iid.com

Gerald Filiplik
Maintenance Specialist
Central Arizona Project
Parker, AZ
rthompson@cap-az.com

Bart Fisher
Trustee
Palo Verde Irrigation District
Chair
Colorado River Board of
California
Blythe, CA
bart@fisherwireless.com

Deanna Ikeya
Colorado River Programs Senior
Water Policy Analyst
Central Arizona Project
Phoenix, AZ
dikeya@cap-az.com

Bob Keeran
Multi Media Specialist
Coachella Valley Water District
Coachella, CA
rkeeran@cvwd.org

Nathan Lenon
General Biologist
Bureau of Reclamation,
Lower Colorado Region
Boulder City, NV
nlenon@usbr.gov

Henry Martinez
General Manager
Imperial Irrigation District
Imperial, CA
ebmartinez@iid.com

Patrick Martinez
Director of Development
Services
City of Needles
Needles, CA
pmartinez@cityofneedles.com

Peter Nelson
Board Member
Coachella Valley Water District
Coachella, CA
pnelson@cvwd.org

Jason Rollo
External Affairs, Inspection Trips
Metropolitan Water District of
Southern California
Los Angeles, CA
jrollo@mwdh2o.com

Chris Schoneman
Project Leader
Sonny Bono Salton Sea National
Wildlife Refuge
Calipatria, CA
christian_schoneman@fws.gov

Keith Scoular, R.G., C.E.M.
Senior Environmental
Consultant
NV5
Tempe, AZ
keith.scoular@nv5.com

Seth Shanahan
Senior Environmental Planner
Southern Nevada Water
Authority
Las Vegas, NV
seth.shanahan@snwa.com

Tina Shields
Water Manager
Imperial Irrigation District
Imperial, CA
tlshields@iid.com

Warren Turkett
Natural Resource Analyst
Colorado River Commission of
Nevada
Las Vegas, NV
wturkett@crc.nv.gov

Bruce Wilcox
Assistant Secretary of Salton
Sea Policy
California Natural Resources
Agency
Bermuda Dunes, CA
bruce.wilcox@resources.ca.gov

Doyle Wilson, Ph.D., RG
Water Resources Coordinator
Lake Havasu City
Lake Havasu, AZ
wilsond@lhcaz.gov



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

Meeting Date: March 26, 2019

Title: Needles City Council Ordinance 615-AC
A Resolution of the City Council of the City of Needles Approving a proposed General Plan Amendment from a Commercial Resort (CR) designation to a Highway Commercial (CH) designation and a proposed Zone Change from a Commercial Residential Resort (CRR) designation to a Highway Commercial (C-3) designation for the properties known as APN 0660-081-01 through 04; 0660-081-08 and 09, and 0660-091-04

Background: Deer Park Development LLC (applicant), is proposing a General Plan Amendment (GPA) from "Commercial Resort" (CR) to "Highway Commercial (HC), and a Zone Change from Commercial Residential Resort (CRR) to Highway Commercial (C-3), on seven parcels of land, split into two separate previously developed areas totaling approximately 13.7 acres. The first proposed amendment area is located on Needles Highway, north of the Murl Shaver substation, and is comprised of five parcels with a total area of 7.93 acres. The second amendment area is located on Needles Highway, south of the Murl Shaver substation, abutting the applicant's existing boat storage facility, with a total area of 5.8 acres.

Historically, both areas have been utilized for residential housing, but have not had tenants for many years. The buildings are abandoned and are experiencing ongoing transient nuisance problems. One parcel located east of the proposed area, will retain the CRR designation. The parcel had a residential structure that was involved in a fire and is now being cited for a public nuisance. The parcel can be redeveloped as either a commercial or residential use, but cannot be used for a cannabis facility.

In 2016, the applicant's property located south of the proposed amendment areas received a General Plan Amendment from Commercial Resort (CR) to Highway Commercial (HC) and a Zone Change from Commercial Resort Residential (CRR) to Highway Commercial (C-3), and then received Conditional Use Permits for Cannabis Facilities.

In December, 2017 the applicant received approval for eight (8) Conditional Use Permits for cannabis facilities at 320 Balboa St., replacing the existing boat and RV storage facility. The site is undergoing parcelization to create individual land/building purchase opportunities, reducing the cost to investors.

The proposed GPA designation for Highway Commercial (C-3) and a Zone Change to Highway Commercial (C-3) are considered by Deer Park to be more of an appropriate land use designation for these two areas since the surrounding area already has the same General Plan and Zoning Designation as is being requested by the applicant. The amendments will allow the applicant to expand the permittable area for cannabis facilities near the boat storage facility, as well as develop



City of Needles, California Request for City Council Action

the area north of the substation into an industrial park for businesses that support the cannabis industry.

The Planning Commission held a public hearing on the matter, taking community input from Ms. Holly Anderson, 480 McShan Lane, discussing the private water lines family members installed that are located on parcels owned by the applicant, with the applicant committing to ensuring that the existing water lines remain in the current location, or will be relocated if parcel configurations change, ensuring that whatever services they provide today will be there in the future, with work performed at his expense.

Public testimony was also taken from Mr. Donald Anderson, 480 McShan Lane, inquiring about the property owner, Deer Park Development, a holding company for development projects getting entitlements; whether the changes being requested by the applicant will negatively impact property values, as well as concern with safety and odors if cannabis facilities are permitted. The City Manager indicated that there shouldn't be any property value impacts, and that security is substantial at all of the facilities and code enforcement performs regular inspections to ensure odors are mitigated if complaints are received.

The Planning Commission voted unanimously to recommend City Council approval of both the General Plan Amendment and Zone Change.

Fiscal Impact: None.

Environmental Impact: This subject property is categorically exempt under the California Environmental Quality Act (CEQA) under Section 15601(b), whereby it can be seen with certainty that there is no possibility that the activity in may have a significant effect on the environment, the activity is not subject to CEQA. The project site is for a General Plan Amendment and Zone Change to an existing developed area of land occupied by four metal buildings and with no proposed changes to current occupant land use.

Recommended Action: Approve Ordinance No. 615-AC approving a General Plan Amendment from a Commercial Resort (CR) designation to a Highway Commercial (HC) designation and a Zone Change from a Commercial Residential Resort (CRR) designation to a Highway Commercial (C-3) designation for the properties known as APN 0660-081-01 through 04, 0660-081-08 and 09, and 0660-091-04

Submitted By: Patrick Martinez, Development Director

City Management Review: Rich

Date: 3/22/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 2

ORDINANCE 615-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING A GENERAL PLAN AMENDMENT FROM "CR" COMMERCIAL RESORT TO "CH" HIGHWAY COMMERCIAL AND A ZONE CHANGE FROM "CRR" COMMERCIAL RESIDENTIAL RESORT TO "C-3" HIGHWAY COMMERCIAL FOR THE PROPERTY LOCATED ALONG NEEDLES HIGHWAY KNOWN AS APN 0660-081-01 THROUGH 04, 0660-081- 08 AND 09, AND 0660-091-04

WHEREAS, Deer Park Development submitted an application requesting a General Plan Amendment from Commercial Resort (CR) to Commercial Highway (CH) and a Zone Change from Commercial Residential Resort (CRR) to Highway Commercial (C-3) for their property located along Needles Highway, north of the I-40 off-ramp; and

WHEREAS, Government Code Section 65860 requires that the General Plan designation and Zoning Code are consistent; and

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on February 20, 2019, 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on March 6, 2019, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to the General Plan Amendment and Zone Change; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on February 20, 2019, 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing for a proposed General Plan Amendment and Zone Change; and

WHEREAS, the matter was scheduled for a public hearing at the March 26, 2019 City Council meeting; and

WHEREAS, on March 26, 2019, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for the proposed General Plan Amendment and Zone Change; and,

WHEREAS, Section 116.00(d) of the Needles City Code describes the findings required to approve a General Plan Amendment and Zone Change; and

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

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

SECTION 1. The City Council HEREBY FINDS AND DETERMINES that this subject site is categorically exempt under the California Environmental Quality Act (CEQA) under Section 15601(b), whereby it can be seen with certainty that there that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The project area for the General Plan Amendment and Zone Change is an existing developed area of land occupied by residential structures and accessory buildings.

SECTION 2. The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to approve a General Plan Amendment.

- A. The project is consistent with the General Plan

FINDING: The proposed General Plan Amendment from Commercial Resort (CR) to Highway Commercial (CH) for the project area will be consistent with the elements, goals and policies of the General Plan and that no effects of inconsistency can be determined with the proposed General Plan Amendment onto surrounding land uses.

- B. *Approval of the Amendment will not create conditions materially detrimental to the public health, safety and general welfare*

FINDING: Approval of the proposed General Plan Amendment will not create conditions materially detrimental to public health, safety and general welfare in that the proposed change will continue the expansion of the Highway Commercial area in North Needles that has seen growth from the permitting of cannabis facilities and re-develop the blighted residential area that continues to experience problems with transient nuisance problems.

- C. *The new designation is compatible with the land use designations on adjacent properties.*

FINDING: The General Plan Amendment will allow the creation of an industrial park that allows the permitting of cannabis facilities, as well as ancillary businesses that support the industry. Other types of commercial uses in the vicinity of the proposed amendment area include a truck repair facility and boat and RV storage facility. A parcel located east of the area being proposed for the change in designation, will maintain the CRR zoning designation. At one time the parcel had a residential structure, but has experienced a fire and now is being cited for a public nuisance. The parcel can be used for either commercial or residential uses, but cannot be used for a cannabis facility.

- D. *Approval of the Amendment is warranted because the general conditions of the property have substantially changed since the existing designation was imposed.*

Residential uses in the vicinity of the proposed amendment area have been abandoned for many years and continue to experience ongoing transient nuisance problems. The areas south and west of the proposed amendment area are experiencing significant growth through the permitting of cannabis facilities.

SECTION 3. The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to approve a Zone Change, according to the criteria specified in Section 116.00(d) of the Needles City Code:

- A. *An explanation of the relationship to the General Plan and any applicable specific Plan.*

FINDING: The site is designated as CR in the General Plan with no specific plan that has been adopted in this area. Currently, the property is zoned CRR and the relationship between the General Plan and Zoning designations are consistent. If approved, the land use designation (CH) and zoning (C-3) would be consistent.

- B. *Consideration of the effect of the proposal on the housing needs of the region balanced against the public service needs of the city residents and the fiscal and environmental resources available.*

FINDING: The proposed Zone Change to Highway Commercial (C-3) will not create a significant imbalance or deficit in the housing needs for the City of Needles as forecasted by the Southern California Associate of Government's (SCAG) Regional Housing Needs Assessment (RHNA), as SCAG has identified 181 additional residences required in the City of Needles based on population, and that the City has a number of properties zoned for residential development that can fulfill this need.

SECTION 4. The City Council HEREBY FINDS AND DETERMINES that facts do exist to approve **ORDINANCE 615-AC with conditions:**

- 1) **Applicant to ensure that existing private water lines located on his property(s) and attached to structures on or near his property remain in place and functional or are relocated due to lot reconfigurations and continue to provide the same services that exist as of this date.**
- 2) **Applicant to provide a 20' wide paved easement from Needles Highway, across the property known as APN 0660-081-04 to the property line of the parcel known as APN 0660-081-05**

SECTION 5. The City Council HEREBY APPROVES **ORDINANCE 615-AC**, approving a General Plan Amendment from a Commercial Resort (CR) designation to a Highway Commercial (CH) designation and a proposed Zone Change from a Commercial Residential Resort (CRR) designation to a Highway Commercial (C-3) designation for the property known as 0660-081-01 through 04, 0660-081-08 and 09, and 0660-091-04

PASSED AND APPROVED FOR INTRODUCTION at a regular meeting of the City Council of the City of Needles, California, held on the 26th day of March, 2019, by the following roll call vote:

AYES: COUNCIL MEMBERS

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

(seal)

City Clerk

Approved as to form:

City Attorney

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 9th day of April, 2019, by the following roll call vote:

AYES: COUNCIL MEMBERS

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

(seal)

City Clerk

APPROVED AS TO FORM:

City Attorney

March 6, 2019

Donald R. Anderson
640 California Ave.
Needles, CA 92363

Cindy Semione
Community Development Dept.
City of Needles
1705 J Street
Needles, CA 92363
csemione@city of needles.com

RE: Rezoning of West Needles

Ms. Semione,

I am a resident of Needles and have lived here for 50+ years. I didn't received paperwork regarding the rezoning of West Needles. I have property off Mc Shan Lane in Needles. The address have been 480 Mc Shan Lane, and Rt. 4 Box 65. My concerns are three-fold.

1. Mc Shan Lane is my designated easement to my property, how will the rezoning affect that easement?
2. Will the zoning change adversely affect my property taxes on Mc Shan Lane?
3. Will the smell of the new marijuana building change the air quality of my property rendering it unusable and devalued?
4. The water lines run down the middle of Mc Shan Lane to the end properties.

I have other concerns that I will discuss openly.

Thank You for your time and consideration.

Respectfully,

Donald Anderson

Letter 7-991

Cindy Semione

From: patge@aol.com
Sent: Saturday, March 02, 2019 3:30 PM
To: Cindy Semione
Subject: Additional information for the Planning Commission

Hi Cindy,

Just in case someone wants to know who struggled for almost a year to get the dredge in place to straighten out the river before it took out all of Indian Village, and then the city of Needles. That man was my father, Judge James A. Barnes. He passed away Christmas evening of 1994.

My mother (Ethel Barnes) and I almost drowned in that storm when the river overflowed it's banks, then rose what had to be 15 to 20 feet UP the hill, and then about 100 level feet into our home, cornering my mother and I in our dining room in waist high water. My mother couldn't swim and was freaking out!

At 9 years old I was a great swimmer but 2 of the largest Mojave Indians drowned that day (both good swimmers). In addition to that, the heavy movement of water from the distant hills Southwest of Indian Village scooped the entire Mojave cremation cemetery up, and sent it out the lagoon entrance and down the river.

Thanks to my father, Needles has never experienced anything like that flood again since the new river bank was put in place to protect Indian Village, the properties now on the West side of the lagoon, and the city of Needles. That new river bank is what now forms the West Bank of the river (that used to be in front of our home). Needless to say, if that major river repair had not been made, much (if not all) of Needles might not be here today. Our dangerous river frontage was replaced by by the Needles Lagoon, and moved the river far to the East where it is today.

Needless to say, the Needles Lagoon should have been named after my father. The Bureau of Reclamation drug it's feet about fixing the problem. Fortunately, my father went to college with a high powered state politician and the 2 of them refused to get off the backs of the slackers. Dad couldn't save Mom and I the day of the flood because he was at work that day and the high flood water cut him off from getting home. However, He vowed that day to save us from any future floods, EVER!!!

The only reason I'm alive today must be because God wanted me to live to tell this story. When the water got up to our necks in the house, the sun suddenly burst through the darkness, and the water stopped flowing from the hills behind our house. It was finally over!

14r 2-PS 2

Since I'm the last living signer of The Boundary Line Agreement I feel obligated to protect the land that Ron Kemper wants to destroy. That land was meant to be filled with housing, boating events, boat storage and entertainment. That's why the current zoning should most definitely stay in place. Without it, Needles will have no room to grow on the river. Jack Smith Park may be nice, but it is puny compared to the Needles Lagoon.

Just thought I should explain the history behind my desire to keep the zoning as it is on 6 of Ron Kemper's properties (in case any Planning Commission members want to know). One of his parcels (APN 0660-091-04-0000) is on the West side of River Road, however, so that one parcel would be OK for marijuana usage, but not the other 6 parcels.

I forgot that the current generation may not know the history of the Needles Lagoon so you might want to give them a copy of this email also.

Patricia G. George, Trustee of The PGB Trust
(Owner of Parcel #0660-081-05-0000)

Email Address: PatGe@aol.com

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

Ltr 2 - pg 1

Cindy Semione

From: patge@aol.com
Sent: Friday, March 01, 2019 5:14 PM
To: Cindy Semione
Subject: Re: Planning Commission Meeting on 3/5/19

Needles Planning Commission:

I just received a legal notice of your March 5, 2019 Planning Commission meeting with regard to Ron Kemper's effort to rezone 7 of his west side parcels: APNs 0660-081-01, 0660-081-02, 0660-081-03, 0660-081-04, 0660-081-08, 0660-081-09 and 0660-091-04.

I'm the Trustee for The PGB Trust that owns Parcel No. 0660-081-05-0000. It is one of the five parcels the original owner sold back before my family bought Parcel 5 in 1950. The owner provided a public roadway through the tract that still exists as easements. Each parcel owner was given easement rights so they could access their parcel. The public roadway is shown on most land maps under the name of McShan Lane. It branches off from River Road in a Northeast direction in the form of a Y.

Problem #1:

Unprovoked, Ron Kemper is intending to destroy McShan Lane because he has now purchased 4 of the 5 parcels that were given the right to use McShan Lane for as long as their parcel exists. He thinks he has the right to do so because he owns all the parcels surrounding ours. However, our parcel will be landlocked if McShan Lane is destroyed because there will be no way to access our parcel. However, Mr. Kemper couldn't care less about our rights because he wants to use his land to grow/process Marijuana. He wants us to stay away from his property, AND McShan Lane.

Ron Kemper has now locked our family out of their own property. This can be verified with Bernie Hatz, the Needles Code Enforcer. He had to make arrangements with Mr. Kemper for my helpers to clear our parcel of heavy weed growth. Mr. Kemper gave me until April 1st to do the clearance and then our right to use the easement road (McShan Lane) will be permanently over because he plans to grade it into oblivion.

Problem #2:

My family was a major donor of the land in State Parcel No. 0660-081-06-0000 along with a sizable amount of legal fees and other costs. I think I must be the only surviving signer of The Boundary Line Agreement that is the end result of the land donations and should be recorded on most of the parcels that border the Needles Lagoon.

The reason my family donated their property to the State of California (thereafter leased to Fish and Game), was to keep the Needles Lagoon "WET". The SOLE purpose of making that donation was to maintain the Needles

14r 2- P9?

Lagoon for the benefit of the City of Needles, and ALL of it's residents. Most of the adjacent neighbors also donated various amounts of money to accomplish our joint goal. Although Fish and Game was required to maintain the water level in the lagoon it has failed to do so. The massive weed collection all over the dry lagoon bottom attests to their worth. They've literally turned the lagoon into a gigantic fire hazard (that burned our family home down in June of 2004).

The WEST side of River Road should be used for marijuana projects, as opposed to the East side, because it is less apt to destroy the value of the river land and the lagoon land. Adjoining property owners will be able to buy back that land if the state decides to sell it in the future.

There is no other river frontage in Needles that can begin to compare to the Needles Lagoon. Without that lagoon land, Needles will never be anything other than a weed farm filled with giant warehouses, electric transformers and a severe water shortage. Who would want to live there?

The EAST side of River Road should be reserved for the eventual revival of the Needles Lagoon (something Mr. Kemper has never experienced). Only old timers, like myself, know the value of the Needles Lagoon. That lagoon is what made Needles so prosperous back in the fifties, sixties, seventies and eighties, until a MASSIVE storm released a massive amount of land that shifted into the mouth of the lagoon. Shortly thereafter, the flood problem was rechanneled to keep that from ever happening again. However, the Bureau of Reclamation dredge never returned to dredge out the entrance of the lagoon to make it useable again. It's consistently been one excuse after another. The city of Needles needs to stop taking "not now" for an answer.

Problem #3:

If you should decide to give in to Mr. Kemper's demands to change the zoning on his parcels, please tell him you will make the change if he agrees (IN WRITING) to leave McShan Lane INTACT! My family wants to rebuild our family home on Parcel 5, but we need to have McShan Lane in order to do so, and to be able to live there again. That particular area is meant for homes, water sports, and entertainment - - - not for marijuana.

Cindy,

Although your notice was delivered to me by the post office in the late afternoon yesterday, I thought I had better respond by email to make sure it gets to you before the March 5th Planning Commission meeting. Please forward a copy of this email to the Planning Commission members, and also to City Manager, Rick Daniels. Thanks for your help Cindy!

Patricia G. George, Trustee of The PGB Trust
Owner of Parcel #0660-081-05-0000

850 Sonora Road
Costa Mesa, CA 92626

Ltr 2-pg 3

Email Address: PatGe@aol.com
Telephone: (714) 751-1218

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

Letter 3-PS7

Cindy Semione

From: patge@aol.com
Sent: Wednesday, March 06, 2019 10:50 AM
To: ndlscdda@citlink.net
Subject: My 3 Emails

Good Morning Cindy,

A thought just occurred to me

Did you receive the 2 separate emails I sent you a few days ago? Also, did you send both of them forward to all of the Planning Commission members and City Manager Rick Daniels? They are more important then you might realize.

Marijuana should NOT Invade the East side of River Road - - - ever! That area is precious and should be preserved for homes and/or recreational purposes. Marijuana should NEVER be permitted near the river. It should be pushed into the desert (the West side of River Road). There is only one river, but miles and miles and miles of desert.

We've had so many storms over here on the coast that email delivery has been getting interrupted. Those emails are important because I won't be able to attend the meeting today. You might add this email also (for a total of 3). Please make sure my emails are received by everyone. In my opinion, this Planning Department meeting is more important than all the others put together.

Any property title that mentions the Boundary Line Agreement and Judgment should definitely be excluded from marijuana projects. That's the only area left for future development and tourist attractions in Needles. Without it, Needles will have nothing to offer going forward. The Needles Lagoon will return, - - - eventually. It will pull people off the freeway, but more marijuana buildings won't.

Thanks so much for your help Cindy,

Patricia G. George, Trustee of The PGB Trust
(and last living signer of the Boundary Line Agreement)

Sent from AOL Mobile Mail
Get the new AOL app: mail.mobile.aol.com

ORIGIN

RECORDED AT REQUEST OF
AND MAIL TO

91-396418

1 JOHN K. VAN DE KAMP, Attorney General
of the State of California
2 ANDREA SHERIDAN ORDIN, Chief
Assistant Attorney General
3 RICHARD M. FRANK, Acting Assistant
Attorney General
4 KENNETH R. WILLIAMS
Deputy Attorney General
5 1515 K Street
Post Office Box 944255
6 Sacramento, California 94244-2550
Telephone (916) 324-5501

FILED - North Desert District
San Bernardino County Clerk

MAR 18 1991

By *Chris L. Rite*
Deputy

Attorneys for Defendant
State of California

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

VINCENT H. ZIMMERER, EMY LOU
ZIMMERER, WILLIAM A. HOEFER,
SYLVIA HOEFER,

Plaintiffs,

No. BCV 2191
(Formerly VCV 3492)

STIPULATED JUDGMENT
AND DISMISSAL

16 ARNOLD B. McSHAN, MAGGIE McSHAN,
LUCILLE T. BROWN, JAMES A.
17 BARNES, ETHEL M. BARNES, PATRICIA
G. GEORGE, EARL W. REYNOLDS, MARY
18 REYNOLDS, JACK T. MONROE, WILLIAM
H. STONE, GEORGIA A. STONE, HARRY
19 E. SCHAEFER, NEEDLES DEVELOPMENT
CORPORATION, the STATE OF
20 CALIFORNIA, a body corporate and
politic, and DOES I through XX,
21 Inclusive,

Defendants.

IT IS HEREBY STIPULATED by and between Plaintiffs

Vincent H. Zimmerer, Emy Lou Zimmerer, William A. Hoefer and
Sylvia Hoefer, Charles Graeber, Martha V. Graeber, Charles
Graeber Associates, Ted Gussisberg, Catherine C. Gussisberg, and

91-396418

WITNESSETH:

WHEREAS, the lands involved in this Agreement ("Subject Property") are situated in San Bernardino County; and

WHEREAS, the State, upon being admitted to the Union in 1850, and by virtue of its sovereignty, received title to the bed of the Colorado River lying westerly of the middle of the channel to the ordinary high water mark (OHWM), subject to the public trust for commerce, navigation, fisheries, recreation and preservation of land its natural state; and

WHEREAS, in the area involved in this Agreement, a portion of the bed of the Colorado River has been abandoned ("abandoned riverbed") as a result of artificial rechannelization efforts in 1951 and consequently the boundary between the uplands and State sovereign lands, the OHWM has become fixed; and

WHEREAS, the easterly boundary of the State's sovereign claim, the middle of the channel, is not determined by this Agreement and this Agreement is without prejudice to the parties to subsequently litigate or determine it; and

WHEREAS, uncertainty exists as to the precise last natural location of the abandoned riverbed and of the OHWM and the Ordinary Low Water Mark (OLWM) of the abandoned riverbed; and

WHEREAS, some of the Private Parties have initiated quiet title and declaratory relief litigation to establish the rights of the parties with respect to the subject property.

(*Zimmerer v. McShan*, San Bernardino Superior Court Case No. BCV-2191). The State and remaining Private Parties are named

Article 1. Fixed Boundary Line

1.1 The parties agree to establish and fix for all time the common boundary ("Boundary Line") dividing the upland interests of the Private Parties from the sovereign interests of the State in the bed of the Colorado River lying westerly of the middle of the channel. The Boundary Line is more particularly described in Exhibit A and depicted on Exhibit B and is the best representation available to the parties of the OHWM prior to 1951.

1.2 The parties agree, for the purpose of establishing the Boundary Line, that the last natural location of the OHWM of the abandoned riverbed, as described in Exhibit A, is in the same location as the last natural location of the OLWM of the abandoned riverbed.

1.3 The Boundary Line represents a reasonable and good faith effort of both the Private Parties and the State to locate the last natural location of the OHWM and OLWM of the abandoned riverbed.

1.4 The parties agree that the Boundary Line shall constitute the agreed, true, common boundary between the State's sovereign interest in the abandoned riverbed lying westerly of the middle of the channel and the Private Parties' interest in the uplands, as described in Exhibit A and depicted on Exhibit B, and including but not limited to any fee or easement interest the parties may have between the OHWM and the OLWM.

1.5 The Boundary Line is intended to be, and it shall

kw *10/28*

91-396418

accepted by the State on the property within 10 days after receiving written notice from the State that an offer has been accepted. The notice of the offer shall be sent to the respective attorneys for the Private Parties listed on the signature page of this Agreement and shall include all the specific terms of the conditionally accepted offer.

(c) If the Private Parties fail to exercise their right of first refusal they shall have no further rights with respect to the subject property pursuant to this Agreement.

(d) The right of first offer and the right of first refusal shall extend to that portion of the abandoned riverbed immediately adjacent to each property owner's parcel, determined by extending each owner's parcel lines east, to the then-current western bank of the Colorado River.

Article 3. Litigation

3.1 This Agreement constitutes a settlement of, and is intended to settle all differences among the parties relating to, the Boundary Line described in Exhibits A and ownership to the western half of the abandoned riverbed. It will be confirmed by a stipulated judgment with respect to the Declaratory Relief Cause Action in *Zimmerer v. McShan*. A copy of the stipulated judgment is attached hereto as Exhibit C.

3.2 The Quiet Title cause of action in *Zimmerer v. McShan*, because of the inability to join Arizona without jeopardizing the Court's jurisdiction will be dismissed without prejudice. However, nothing herein will preclude any party from

91-396418

be binding upon and inure to the benefit of the parties and their heirs, transferees, successors, and assigns.

4.8 The following Exhibits to this Agreement are incorporated herein by reference:

- A. Boundary Line - legal description of the fixed. Boundary Line between Private Parties and State.
- B. Map of the area - depicting the location of the Boundary Line and parcels involved in this Agreement.
- C. Stipulated Judgment.

4.9 This Agreement shall become effective upon its execution by the parties and recordation as provided herein. This Agreement shall be binding on the Private Parties who execute it and regardless of whether it is executed by all the Private Parties. Nothing herein is intended to limit or define the rights of the State as against those Private Parties who fail to sign this Agreement.

4.10 All parties shall bear their own attorneys' fees and costs with respect to this Agreement and the pending litigation discussed in Article 3 of this Agreement.

4.11 This Agreement shall be governed by and interpreted according to the laws of the State of California.

4.12 Should an action be instituted to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fee and costs.

4.13 Any action to interpret or enforce this Agreement shall be brought in the County of San Bernardino, California.

91-396418

GUGGISBERG GRAEBER AND ASSOCIATED

DATED: _____

By: Charles P. Graeber
Charles Graeber
Ted Guggisberg

DATED: _____

By: Ted Guggisberg
Ted Guggisberg

DATED: _____

By: Catherine A. Guggisberg
Catherine A. Guggisberg

DATED: _____

By: Arlo Schriver
Arlo Schriver

DATED: _____

By: Jo Ann Schriver
Jo Ann Schriver

DATED: _____

By: William A. Hoefer
William A. Hoefer

DATED: _____

By: Sylvia Hoefer
Sylvia Hoefer

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Riverside } SS.

On this the 8th day of January, 1991, before me,

Kay J. Bliss

the undersigned Notary Public, personally appeared

Ted Guggisberg, Arlo Schriver and William A. Hoefer
☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that They executed it.

WITNESS my hand and official seal.

Kay J. Bliss
Notary's Signature



ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document Needles Lagoon Boundary Line Agreement
Number of Pages 15 Date of Document January 8, 1991
Signer(s) Other Than Named Above _____

91-396418

ATTACHED TO AND MADE A PART OF THE NEEDLES LAGOON BOUNDARY LINE
AGREEMENT BLA No. 263

DATED: _____

By: _____
Frank B. McShan

DATED: _____

By: _____
Maggie McShan

DATED: _____

By: _____
James A. Barnes

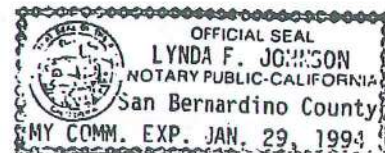
DATED: _____

By: _____
Ethel M. Barnes

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO } SS.
On this 16TH day of JANUARY, in the year
1991, before me, the undersigned, a Notary Public in
and for said County and State, personally appeared
MARTHA V. GRAEBER

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person _____ whose name
is subscribed to the within instrument and
acknowledged that is executed the
same.

Signature Lynda F. Johnson
LYNDA F. JOHNSON
Name (Typed or Printed)
Notary Public in and for said County and State



F2492 R 6/84

FOR NOTARY SEAL OR STAMP

DATED: 1-16-91

By: Martha V. Graeber
Martha V. Graeber

91-396418

GUGGISBERG GRAEBER AND ASSOCIATED

DATED: _____

By: Charles P. Graeb
Charles Graeber
Ted Guggisberg

DATED: _____

By: Ted Guggisberg
Ted Guggisberg

DATED: _____

By: Catherine A. Guggisberg
Catherine A. Guggisberg

DATED: _____

By: Arlo Schriver
Arlo Schriver

DATED: _____

By: Jo Ann Schriver
Jo Ann Schriver

DATED: _____

By: William A. Hoefer
William A. Hoefer

DATED: 1/22/91

By: Sylvia E. Hoefer
Sylvia Hoefer

THE PARTIES EXECUTING THIS AGREEMENT ARE EXECUTING IT AS
NAMED PARTIES OR THEIR SUCCESSORS IN INTEREST

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } SS.

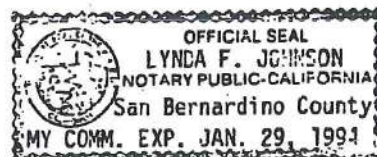
On this 22nd day of JANUARY, in the year
1991, before me, the undersigned, a Notary Public in
and for said County and State, personally appeared
SYLVIA E. HOEFER

personally known to me (or proved to me on the basis of satisfactory
evidence) to be the person _____ whose name
is subscribed to the within instrument and
acknowledged that she executed the
same.

Signature

Lynda F. Johnson
Lynda F. Johnson

Name (Typed or Printed)
Notary Public in and for said County and State



FOR NOTARY SEAL OR STAMP

91-396418

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal on the day and year in this certificate
first above written.

NOTARY PUBLIC in and for said
County and State

91-396418

ATTACHED TO AND MADE A PART OF THE NEEDLES LAGOON BOUNDARY LINE
AGREEMENT BLA No. 263

In APPROVAL WHEREOF, I, GEORGE DEUKMEJIAN, Governor of
the State of California, have set my hand and caused the Seal of
the State of California to be hereunto affixed pursuant to
Section 6107 of the Public Resources Code of the State of
California. Given under my hand at the City of Sacramento, this
the _____ day of _____,
in the year of the Lord one thousand nine hundred and ninety-
one.

Governor
STATE OF CALIFORNIA

[Seal]

ATTEST:
SECRETARY OF STATE
By _____

91-396418

Land Description

A Boundary Line along the West Bank of the Abandoned Channel of the Colorado River, situated in Section 19, Township 9 North, Range 23 East, San Bernardino Meridian, located in San Bernardino County, State of California and more particularly described as follows:

COMMENCING at the 1/4 corner for Sections 19 and 24, T 9 N, R 22 and 23 E, S.B.M., delineated on the Field Notes and Plat entitled, "Dependent Resurvey of Sections 13 and 24, Township 9 North, Range 22 East ", approved on October 3, 1961; thence along said section line, N 00° 06' 00" W, 673.20 feet to a California State Lands (CSLC) Aluminum Cap, stamped B.L.A # 1, 1990, said point being the POINT OF BEGINNING of the herein described Boundary Line; thence from said point of beginning S 31° 41' 23" E, 557.88 feet to a CSLC Aluminum Cap, stamped B.L.A # 2, 1990; thence S 14° 11' 41" E, 204.34 feet to a CSLC Aluminum Cap, stamped B.L.A # 3, 1990; thence S 30° 28' 37" E, 162.45 feet to a CSLC Aluminum Cap, stamped B.L.A # 4, 1990; thence S 44° 42' 00" E, 111.93 feet to a CSLC Aluminum Cap, stamped B.L.A # 5, 1990; thence S 34° 50' 18" E, 365.22 feet to a CSLC Aluminum Cap, stamped B.L.A # 6, 1990; thence S 37° 06' 55" E, 66.00 feet to a CSLC Aluminum Cap, stamped B.L.A # 7, 1990; thence S 38° 09' 13" E, 239.76 feet to a CSLC Aluminum Cap, stamped B.L.A # 8, 1990; thence S 41° 19' 34" E, 178.46 feet to a CSLC Aluminum Cap, stamped B.L.A # 9, 1990; thence S 40° 39' 57" E, 184.94 feet to a CSLC Aluminum Cap, stamped B.L.A # 10, 1990; thence S 28° 52' 43" E, 160.55 feet to a CSLC Aluminum Cap, stamped B.L.A # 11, 1990; thence S 43° 22' 16" E, 196.04 feet to a CSLC Aluminum Cap, stamped B.L.A # 12, 1990, said B.L.A. # 12 being the end of the herein described Boundary Line; said B.L.A. # 12 bears N 89° 54' 00" E, 1,347.92 feet from the 1/16 corner for Sections 19 and 24, T 9 N, R 22 and 23 E, S.B.M., delineated on the Field Notes and Plat entitled, "Dependent Resurvey of Sections 13 and 24, Township 9 North, Range 22 East ", approved on October 3, 1961.

END DESCRIPTION

91-396418

Land Description

A Boundary Line along the West Bank of the Abandoned Channel of the Colorado River, situated in Section 19, Township 9 North, Range 23 East, San Bernardino Meridian, located in San Bernardino County, State of California and more particularly described as follows:

COMMENCING at the 1/4 corner for Sections 19 and 24, T 9 N, R 22 and 23 E, S.B.M., delineated on the Field Notes and Plat entitled, "Dependent Resurvey of Sections 13 and 24, Township 9 North, Range 22 East ", approved on October 3, 1961; thence along said section line, N 00° 06' 00" W, 673.20 feet to a California State Lands (CSLC) Aluminum Cap, stamped B.L.A # 1, 1990, said point being the POINT OF BEGINNING of the herein described Boundary Line; thence from said point of beginning S 31° 41' 23" E, 557.88 feet to a CSLC Aluminum Cap, stamped B.L.A # 2, 1990; thence S 14° 11' 41" E, 204.34 feet to a CSLC Aluminum Cap, stamped B.L.A # 3, 1990; thence S 30° 28' 37" E, 162.45 feet to a CSLC Aluminum Cap, stamped B.L.A # 4, 1990; thence S 44° 42' 00" E, 111.93 feet to a CSLC Aluminum Cap, stamped B.L.A # 5, 1990; thence S 34° 50' 18" E, 365.22 feet to a CSLC Aluminum Cap, stamped B.L.A # 6, 1990; thence S 37° 06' 55" E, 66.00 feet to a CSLC Aluminum Cap, stamped B.L.A # 7, 1990; thence S 38° 09' 13" E, 239.76 feet to a CSLC Aluminum Cap, stamped B.L.A # 8, 1990; thence S 41° 19' 34" E, 178.46 feet to a CSLC Aluminum Cap, stamped B.L.A # 9, 1990; thence S 40° 39' 57" E, 184.94 feet to a CSLC Aluminum Cap, stamped B.L.A # 10, 1990; thence S 28° 52' 43" E, 160.55 feet to a CSLC Aluminum Cap, stamped B.L.A # 11, 1990; thence S 43° 22' 16" E, 196.04 feet to a CSLC Aluminum Cap, stamped B.L.A # 12, 1990, said B.L.A. # 12 being the end of the herein described Boundary Line; said B.L.A. # 12 bears N 89° 54' 00" E, 1,347.92 feet from the 1/16 corner for Sections 19 and 24, T 9 N, R 22 and 23 E, S.B.M., delineated on the Field Notes and Plat entitled, "Dependent Resurvey of Sections 13 and 24, Township 9 North, Range 22 East ", approved on October 3, 1961.

END DESCRIPTION

1 JOHN K. VAN DE KAMP, Attorney General
of the State of California
2 ANDREA SHERIDAN ORDIN, Chief
Assistant Attorney General
3 RICHARD M. FRANK, Acting Assistant
Attorney General
4 KENNETH R. WILLIAMS
Deputy Attorney General
5 1515 K Street
Post Office Box 944255
6 Sacramento, California 94244-2550
Telephone (916) 324-5501

Attorneys for Defendant
State of California

COUNTY OF SAN BERNARDINO

12 VINCENT H. ZIMMERER, EMY LOU
ZIMMERER, WILLIAM A. HOEFER,
13 SYLVIA HOEFER,

14 Plaintiffs,

15 v.

16 FRANK B. McSHAN, MAGGIE McSHAN,
LUCILLE T. BROWN, JAMES A.
17 BARNES, ETHEL M. BARNES, PATRICIA
G. GEORGE, EARL W. REYNOLDS, MARY
18 REYNOLDS, JACK T. MONROE, WILLIAM
H. STONE, GEORGIA A. STONE, HARRY
19 E. SCHAEFER, NEEDLES DEVELOPMENT
CORPORATION, the STATE OF
20 CALIFORNIA, a body corporate and
politic, and DOES I through XX,
21 Inclusive,

22 Defendants.

No. BCV 2191
(Formerly VCV 3492)

**STIPULATED JUDGMENT
AND DISMISSAL**

24 IT IS HEREBY STIPULATED by and between Plaintiffs
25 Vincent H. Zimmerer, Emy Lou Zimmerer, William A. Hoefer and
26 Sylvia Hoefer, Charles Graeber, Martha V. Graeber, Charles
27 Graeber Associates, Ted Gussisberg, Catherine C. Gussisberg, and

91-396418

ORDER

IT IS SO ORDERED:

DATED:

JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27



























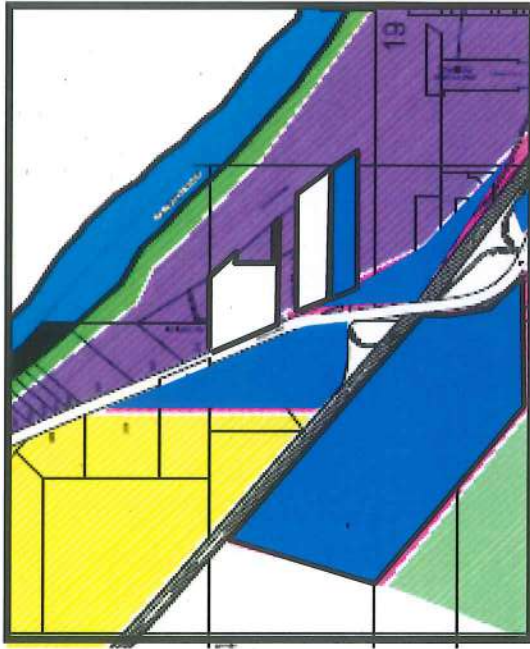
ATTACHMENT: A—GIS SITE PLAN

APPLICANT: KEMPER

ADDRESS: NEEDLES HIGHWAY



Existing Designations



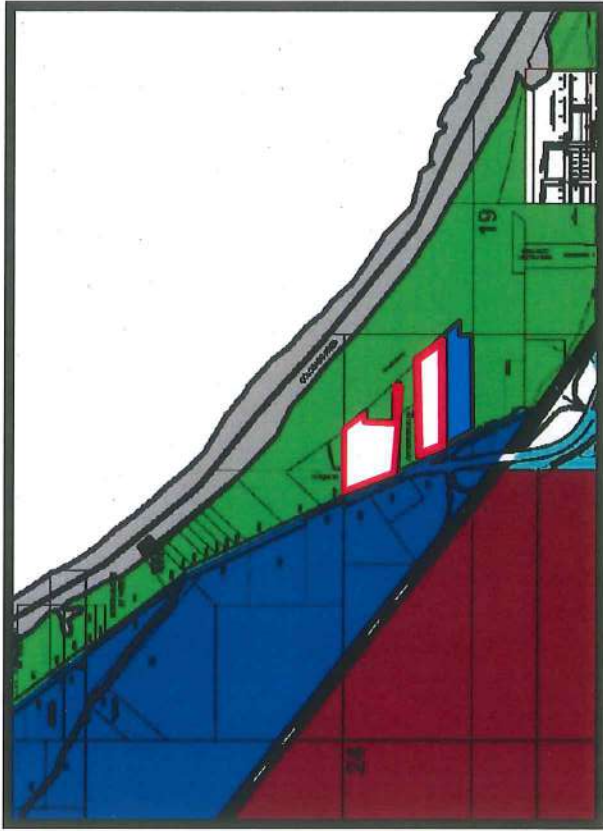
Proposed Designations



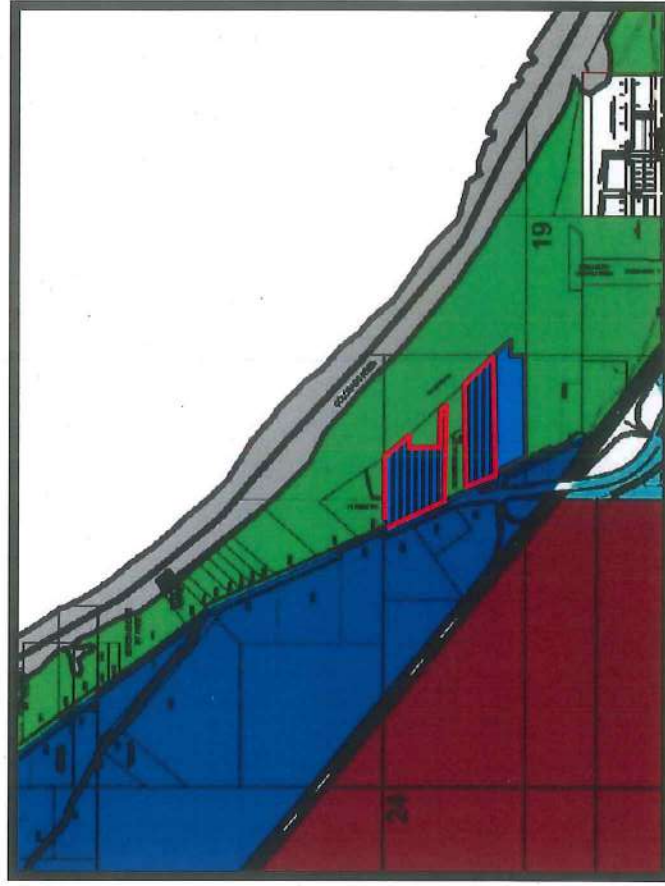
ATTACHMENT: B—GENERAL PLAN AMENDMENT

APPLICANT: KEMPER

ADDRESS: NEEDLES HIGHWAY



EXISTING ZONING



PROPOSED ZONING



ATTACHMENT: C—ZONE CHANGE

APPLICANT: KEMPER

ADDRESS: NEEDLES HIGHWAY



City of Needles, California Request for Council Action

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

Meeting Date: March 26, 2019

Title: Electric AT37G 2019 Dodge 5500 4X4 Boom Truck

Background: The City of Needles is a registered member of Sourcewell. Sourcewell is a government agency that has been providing cooperative purchasing programs throughout North American for over 40 years. They are a trusted industry leader with one mission, "to help government, education and non-profits work more efficiently. Sourcewell completed the procurement purchasing to obtain the lowest price.

The electric department required specialty vehicles and a specific brand to ensure parts are available. The City utilized the Sourcewell membership to obtain the lower price to purchase an Altec AT37G 2019 Dodge 550 Boom Truck. This new vehicle will replace unit #430 as part of the CARB changeout requirement by 2020.

The Board of Public Utilities approved the recommended action on March 19, 2019.

Fiscal Impact: Balances in the electric vehicle replacement fund is \$247,278.00

Recommended Action: Authorize the purchase of one (1) Altec AT37G 2019 Dodge 5500 Boom Truck not to exceed \$135,000.

Submitted By: Rainie Torrance, Senior Accountant

City Management Review: Rick

Date: 3/22/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 4

Quoted for: City of Needles
Customer Contact: Elizabeth Martin
Phone: / **Email:**

Quoted by: Elizabeth Martin
Phone: (707) 678-2575 / **Email:** beth.martin@altec.com
Altec Account Manager: Mark Baldwin

REFERENCE ALTEC MODEL

AT37G	Articulating Telescopic Aerial Device (Insulated)	\$102,639
-------	---	-----------

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	AT37G-AWD	All Wheel Drive	\$5,227
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$561
2	CHOCKS	Rubber Wheel chocks and holders (Qty. two)	\$51
3	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	\$224
4			
5			
6			
7			
8			
SOURCEWELL OPTIONS TOTAL:			\$108,702

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY	2019 Altec Body ILO sourcewell pricing	\$800
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Dodge 5500 ILO Sourcewell Chassis	\$5,017
8	OTHER	Regional Build, Finish Paint	\$3,633
OPEN MARKET OPTIONS TOTAL:			\$9,450

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$118,152
Estimated Taxes (@8.75%) \$10,338
Delivery to Customer \$1,140
TOTAL FOR UNIT/BODY/CHASSIS: \$129,630

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **330** days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Creedmoor, NC

		REVISIONS			
REV	DESCRIPTION	DATE	DRAWN		
A	RELEASED	10/24/2014	AL NO THE BARN		

9'-8" TRAVELING HEIGHT

C/L

19 1/2"

60" CA

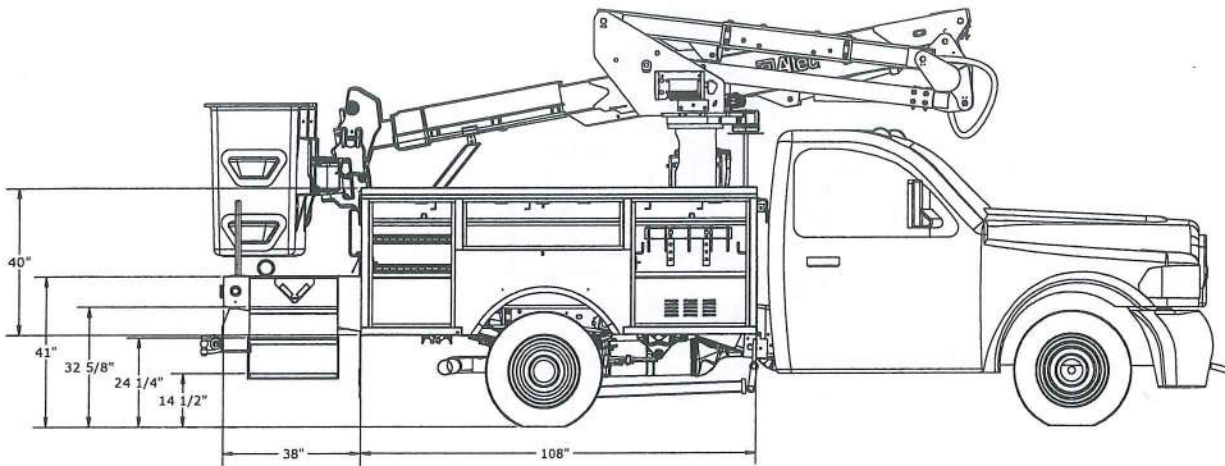
144 5/8" WB

23'- 1/4" OAL

12"

5'-10"

UNIT: <u>A137-G</u>	APPROVAL PRINT STAMP	<div><div>CONFIDENTIAL</div><div>THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND CONFIDENTIAL INFORMATION OF ATEC INDUSTRIES, INC., AND ARE NOT TO BE REPRODUCED, COPIED, OR PUBLICLY DISCLOSED. IF THIS DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ATEC, IT IS DONE SO FOR THE LIMITED PURPOSE OF ASSISTING THAT RECIPIENT WITH A TECHNICAL OR PRODUCT ISSUE. IN RECEIVING THIS DRAWING, THE RECIPIENT AGREES TO MAINTAIN IT IN CONFIDENCE AND NOT TO USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT AGREES NOT TO REPRODUCE, COPY, OR PUBLICLY DISCLOSE THIS DRAWING AND ITS CONTENTS.</div><div><table><tr><th>REV</th><th>DATE</th><th>BY</th><th>APP</th></tr><tr><td>1</td><td>10/24/14</td><td>AL</td><td></td></tr></table></div></div>	REV	DATE	BY	APP	1	10/24/14	AL		<div><div></div><div>Atec Industries, Inc. 210 Inverness Center Drive Birmingham, AL 35242</div></div> <div>SALES DRAWING USA 100-00</div> <div><table><tr><td>DATE</td><td>REV</td><td>ISSUED</td><td>BY</td></tr><tr><td>10/24/14</td><td>2</td><td>970577224</td><td>A</td></tr></table></div>	DATE	REV	ISSUED	BY	10/24/14	2	970577224	A
REV	DATE		BY	APP															
1	10/24/14		AL																
DATE	REV		ISSUED	BY															
10/24/14	2		970577224	A															



UNIT: A137-G
 SUBBASE HEIGHT: -
 BODY CROSSMEMBERS: -
 FLATBED CROSSMEMBERS: -
 CHASSIS MAKER: DODGE
 CHASSIS MODEL: RAM 5500
 CHASSIS YEAR: 2015

APPROVAL PRINT STAMP
☐ APPROVED
☐ APPROVED AS NOTED
☐ NOT APPROVED, CHANGE AS NOTED.
 RESUBMIT FOR APPROVAL
 NOTE: ANY CHANGES MAY AFFECT PRICE
 RETURN OF APPROVAL PRINT REQ'D BY: -
 BY: - DATE: -

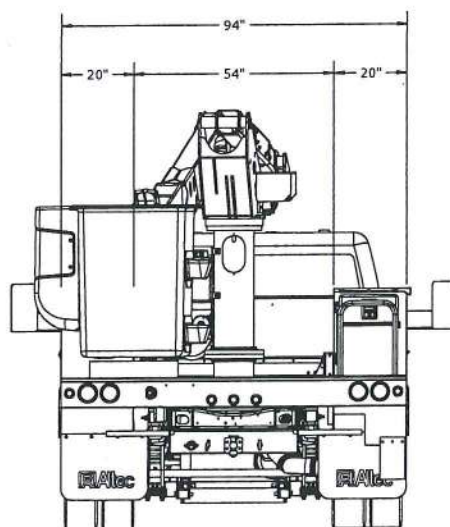
W.O. NO.: D.J.#32555507;3248586

NOTES: DO NOT SCALE THIS PRINT. REMOVE ALL BURRS & SHARP EDGES. ALL DIMENSIONS ARE IN INCHES. CAD SOFTWARE: SOLIDWORKS

CONFIDENTIAL
 THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND CONFIDENTIAL INFORMATION OF ATEC INDUSTRIES, INC., AND ARE NOT TO BE REPRODUCED, COPIED, OR PUBLICLY DISCLOSED. IF THIS DRAWING IS PROVIDED TO A WORKMATE OUTSIDE ATEC, IT IS DONE SO FOR THE LIMITED PURPOSE OF ASSISTING THAT RECIPIENT WITH A TECHNICAL OR PRODUCT ISSUE. IN RECEIVING THIS DRAWING, THE RECIPIENT AGREES TO MAINTAIN IT IN CONFIDENCE AND NOT TO USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT AGREES NOT TO REPRODUCE, COPY, OR PUBLICLY DISCLOSE THIS DRAWING AND ITS CONTENTS.

Atec Atec Industries, Inc.
 210 Inveness Center Drive
 Birmingham, AL 35242
 SALES DRAWING
 USA 108-60

DATE	BY	SCALE	QTY
1:25	2	970577224	A



UNIT: AT37-G
 SUBBASE HEIGHT: -
 BODY CROSSMEMBERS: -
 FLATBED CROSSMEMBERS: -
 CHASSIS MAKER: DODGE
 CHASSIS MODEL: RAM 5500
 CHASSIS YEAR: 2015

APPROVAL PRINT STAMP

- ☐ APPROVED
☐ APPROVED AS NOTED
☐ NOT APPROVED, CHANGE AS NOTED.
 RESUBMIT FOR APPROVAL.

NOTE: ANY CHANGES MAY AFFECT PRICE

RETURN OF APPROVAL PRINT REQ'D BY: -
 BY: - DATE: -

W.O. NO.: D.J.#32555587/3248586

NOTES: DO NOT SCALE THIS PRINT. REMOVE ALL BURRS & SHARP EDGES. ALL DIMENSIONS ARE IN INCHES.
CAD SOFTWARE: SOLIDWORKS

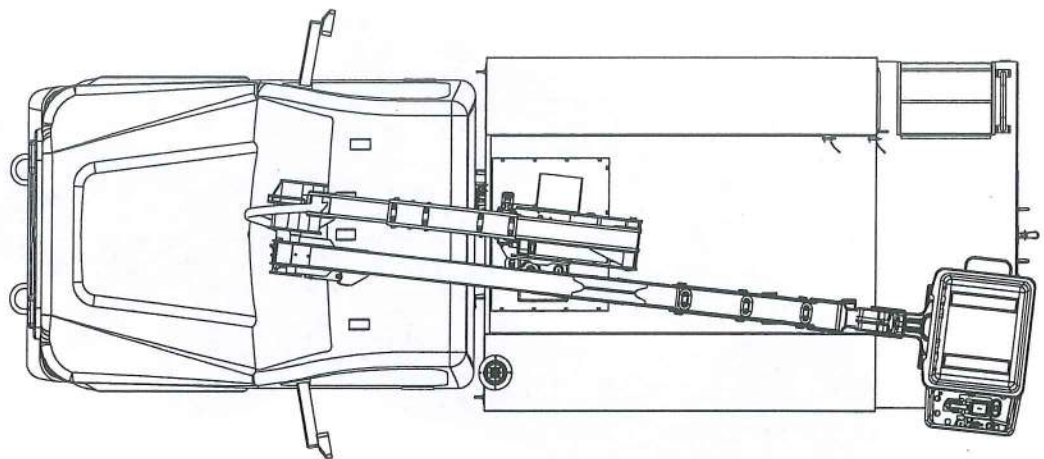
CONFIDENTIAL
 THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND CONFIDENTIAL INFORMATION OF ATEC INDUSTRIES, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR PUBLICLY DISCLOSED. IF THIS DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ATEC, IT IS DONE SO FOR THE LIMITED PURPOSE OF ASSISTING THAT RECIPIENT WITH A TECHNICAL OR PRODUCT ISSUE. IN RECEIVING THIS DRAWING, THE RECIPIENT AGREES TO MAINTAIN IT IN CONFIDENCE AND NOT TO USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT AGREES NOT TO REPRODUCE, COPY, OR PUBLICLY DISCLOSE THIS DRAWING AND ITS CONTENTS.




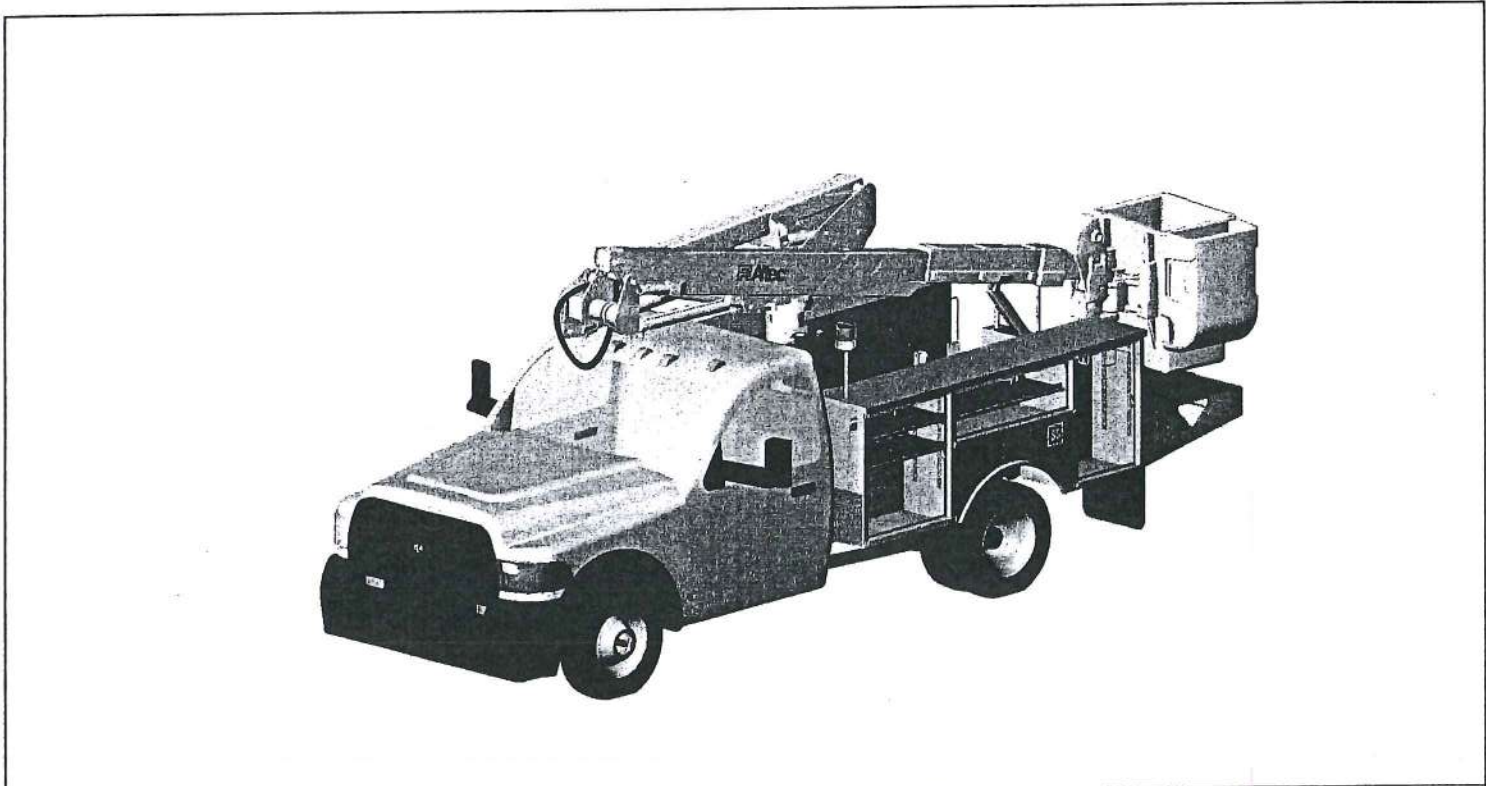
Atec Industries, Inc.
 210 Inveness Center Drive
 Birmingham, AL 35242


SALES DRAWING
 USA 108-60

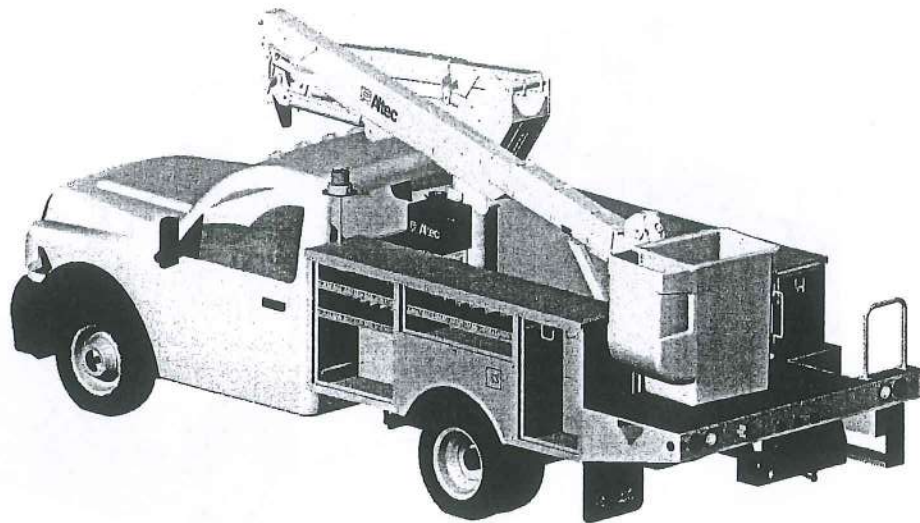
DATE	REV	DESCRIPTION	BY
02/18/15	1	1:25	2
02/18/15	2	970577224	A



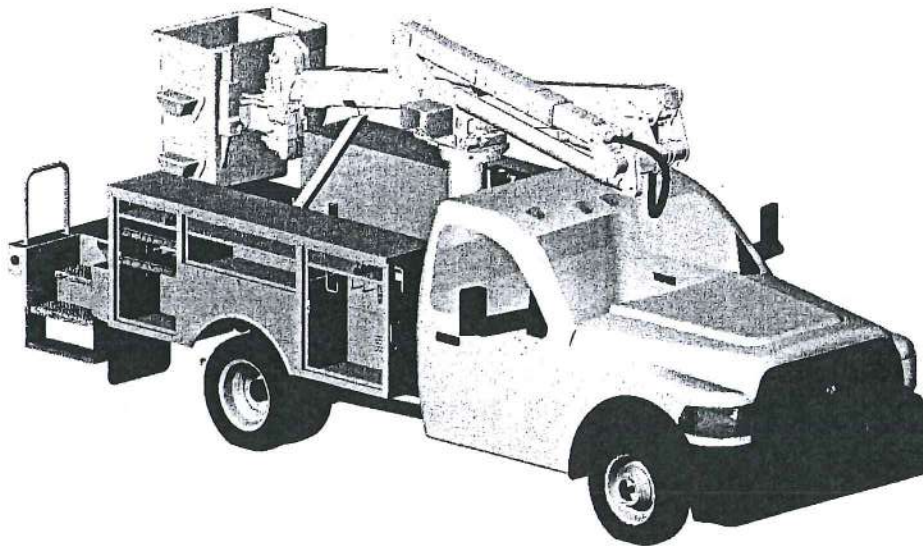
UNIT: <u>A137-G</u> SUBBASE HEIGHT: <u>-</u> BODY CROSSMEMBERS: <u>-</u> FLATBED CROSSMEMBERS: <u>-</u> CHASSIS MAKER: <u>DODGE</u> CHASSIS MODEL: <u>RAM 5500</u> CHASSIS YEAR: <u>2015</u>	APPROVAL PRINT STAMP <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT APPROVED, CHANGE AS NOTED, RESUBMIT FOR APPROVAL. NOTE: ANY CHANGES MAY AFFECT PRICE RETURN OF APPROVAL PRINT REQD BY: <u>-</u> BY: _____ DATE: _____	W.O. NO.: <u>D.J.#32555587/3248586</u> NOTES: <u>DO NOT SCALE THIS PRINT. REMOVE ALL BURRS & SHARP EDGES. ALL DIMENSIONS ARE IN INCHES. CAD SOFTWARE: SOLIDWORKS.</u>	CONFIDENTIAL THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND CONFIDENTIAL INFORMATION OF ALTEC INDUSTRIES, INC. AND ARE NOT TO BE REPRODUCED, COPIED, OR PUBLICLY DISCLOSED. IF THIS DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ALTEC, IT IS DONE SO FOR THE LIMITED PURPOSE OF ASSURING THAT RECIPIENT WITH A TECHNICAL OR PRODUCT ISSUE. IN RECEIVING THIS DRAWING, THE RECIPIENT AGREES TO MAINTAIN IT IN CONFIDENCE AND NOT TO USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT AGREES NOT TO REPRODUCE, COPY OR PUBLICLY DISCLOSE THIS DRAWING AND ITS CONTENTS.	<div style="display: flex; align-items: center;">  <div> <p>Altec Industries, Inc. 210 Inverness Center Drive Birmingham, AL 35242</p> </div> </div> <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p>SALES DRAWING USA 108-e0</p> </div> <div> <p>4 OF 8</p> </div> <div> <p>1:25 2 970577224 A</p> </div> </div>
--	--	--	--	---



U/NIT: A137-G SUBBASE HEIGHT: - BODY CROSSMEMBERS: - FLATBED CROSSMEMBERS: - CHAS55IS MAKER: DODGE CHAS55IS MODEL: RAM 5500 CHAS55IS YEAR: 2015		APPROVAL PRINT STAMP <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT APPROVED, CHANGE AS NOTED, RESUBMIT FOR APPROVAL. NOTE: ANY CHANGES MAY AFFECT PRICE RETURN OF APPROVAL PRINT REGD BY: - BY: - DATE: -		W.O. NO.: D.J.432555587324856 NOTES: DO NOT SCALE THE PRINT. REMOVE ALL BURRS & SHARP EDGES. ALL DIMENSIONS ARE IN INCHES. CAD SOFTWARE: SOLIDWORKS		CONFIDENTIAL THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND CONFIDENTIAL INFORMATION OF ATEC INDUSTRIES, INC., AND ARE NOT TO BE REPRODUCED, COPIED, OR INVENTED OR COUNTERFEITED IN ANY MANNER. THIS DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ATEC, IF IT DONE SO, IT IS THE RESPONSIBILITY OF THE RECIPIENT TO OBTAIN THE NECESSARY PERMISSIONS FROM ATEC WITH A TECHNICAL OF PRODUCT USE. IN REFUSING THIS DRAWING, THE RECIPIENT AGREES TO MAINTAIN THE CONFIDENTIALITY AND NOT TO REPRODUCE OR TO REPRODUCE IT WITHOUT THE WRITTEN PERMISSION OF ATEC. IF THE RECIPIENT AGREES TO REPRODUCE, COPY OR PUBLICLY DISPLAY THIS DRAWING AND ITS CONTENTS DR. NAME: NO. 1 REVISION: NO. 1 DATE: 5 OF 8 CDR. NAME: NO. 1		 Atec Industries, Inc. 210 University Center Drive Birmingham, AL 35242 THE SALES DRAWING USA 108-60	
--	--	--	--	---	--	--	--	--	--



UNIT: <u>AT37-G</u> SUBBASE HEIGHT: <u>-</u> BODY CROSSMEMBERS: <u>-</u> FLATBED CROSSMEMBERS: <u>-</u> CHASSIS MAKER: <u>DODGE</u> CHASSIS MODEL: <u>RAM 5500</u> CHASSIS YEAR: <u>2015</u>	APPROVAL PRINT STAMP <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT APPROVED, CHANGE AS NOTED, RESUBMIT FOR APPROVAL NOTE: ANY CHANGES MAY AFFECT PRICE RETURN OF APPROVAL PRINT REQ'D BY: <u>-</u> BY: _____ DATE: _____	W.O. NO.: <u>D.J. #32555587/3248586</u> NOTES: DO NOT SCALE THIS PRINT. REMOVE ALL BURRS & SHARP EDGES. ALL DIMENSIONS ARE IN INCHES. CAD SOFTWARE: SOLIDWORKS	CONFIDENTIAL THIS DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND CONFIDENTIAL INFORMATION OF ATEC INDUSTRIES, INC., AND ARE NOT TO BE REPRODUCED, COPIED, OR PUBLICLY DISCLOSED. IF THIS DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ATEC, IT IS DONE SO FOR THE LIMITED PURPOSE OF ASSISTING THAT RECIPIENT WITH A TECHNICAL OR PRODUCT ISSUE. BY RECEIVING THIS DRAWING, THE RECIPIENT AGREES TO MAINTAIN IT IN CONFIDENCE AND NOT TO USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT AGREES NOT TO REPRODUCE, COPY, OR PUBLICLY DISCLOSE THIS DRAWING AND ITS CONTENTS.	<div style="display: flex; align-items: center;"> <div> <p>Atec Industries, Inc. 210 Inveness Center Drive Birmingham, AL 35242</p> </div> </div> <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <p>SALES DRAWING USA 108-e0</p> </div> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>DATE</td> <td>REV</td> <td>BY</td> <td>APP'D</td> </tr> <tr> <td>01/14/15</td> <td>01/14/15</td> <td>01/14/15</td> <td>01/14/15</td> </tr> <tr> <td>6 OF 8</td> <td>1:25</td> <td>2</td> <td>970577224</td> </tr> </table> </div>	DATE	REV	BY	APP'D	01/14/15	01/14/15	01/14/15	01/14/15	6 OF 8	1:25	2	970577224
DATE	REV	BY	APP'D													
01/14/15	01/14/15	01/14/15	01/14/15													
6 OF 8	1:25	2	970577224													



UNIT: A137-G
 SUBBASE HEIGHT: -
 BODY CROSSMEMBERS: -
 FLATBED CROSSMEMBERS: -
 CHASSIS MAKE: DODGE
 CHASSIS MODEL: RAM 5500
 CHASSIS YEAR: 2015

APPROVAL PRINT STAMP

- ☐ APPROVED
☐ APPROVED AS NOTED
☐ NOT APPROVED, CHANGE AS NOTED.
 RESUBMIT FOR APPROVAL.

NOTE: ANY CHANGES MAY AFFECT PRICE


RETURN OF APPROVAL PRINT REQ'D BY: -

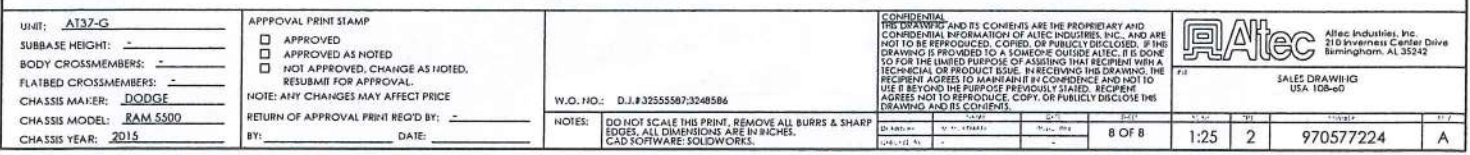
BY: - DATE: -

W.O. NO.: D.J.#3255587.3248586

NOTES: DO NOT SCALE THIS PRINT. REMOVE ALL BURRS & SHARP
 EDGES. ALL DIMENSIONS ARE IN INCHES.
 CAD SOFTWARE: SOLIDWORKS.

CONFIDENTIAL
 THE DRAWING AND ITS CONTENTS ARE THE PROPRIETARY AND
 CONFIDENTIAL INFORMATION OF ATEC INDUSTRIES, INC. AND ARE
 NOT TO BE REPRODUCED, COPIED, OR PUBLICLY DISCLOSED. IF THIS
 DRAWING IS PROVIDED TO A SOMEONE OUTSIDE ATEC, IT IS DONE
 SO FOR THE LIMITED PURPOSE OF ASSISTING THAT RECIPIENT WITH A
 TECHNICAL OR PRODUCT ISSUE. IN RECEIVING THIS DRAWING, THE
 RECIPIENT AGREES TO MAINTAIN IT IN CONFIDENCE AND NOT TO
 USE IT BEYOND THE PURPOSE PREVIOUSLY STATED. RECIPIENT
 AGREES NOT TO REPRODUCE, COPY, OR PUBLICLY DISCLOSE THIS
 DRAWING AND ITS CONTENTS.

		Atec Industries, Inc. 210 Inverness Center Drive Birmingham, AL 35242	
		SALES DRAWING USA 108-80	
REV	DATE	BY	APP'D
1	1:25	2	970577224
7 OF 8			A





Altec AT35-G/AT37-G Telescopic/Articulating Aerial Devices

- Altec ISO-Grip® Control System
- Up to 42.5 ft (13.0 m) Working Height
- Up to 28.3 ft (8.6 m) Side Reach
- Platform Capacity to 400 lb (181 kg)
- Easily Mounted on 17,500-lb (7937.9 kg) GVWR Chassis – No Outriggers Required





Altec AT35-G/AT37-G Specifications

STANDARD FEATURES

- Altec ISO-Grip® System
- Telescopic/Articulating Aerial Device
- Compensated Articulating Arm
- Hydraulic Boom Extension
- Insulated, ANSI Category C, 46 kV and Below
- Noncontinuous Rotation
- Platform, 24 x 24 x 42 in (610 x 610 x 1067 mm) Nominal
- Hydraulic Platform Leveling
- Platform Capacity – 350 lb (159 kg) Fixed
- 350 lb (159 kg) w/ Rotator
- Fully Metered Single Handle Upper Control
- Full Pressure, Open Center Hydraulic System
- Platform Access from the Ground
- Emergency Lowering Valve
- Tool Circuit at Platform
- Back-up Alarm
- Outrigger Boom Interlock System (With Outrigger Option)
- Outrigger Motion Alarm (With Outrigger Option)

GENERAL SPECIFICATIONS

	AT35-G		AT37-G	
Ground to Bottom of Platform* (at Distance From Centerline)	36.1 ft	11.0 m	37.8 ft	11.5 m
	11.3 ft	3.4 m	11.3 ft	3.4 m
Maximum Reach				
End-Mount	28.3 ft	8.6 m	28.3 ft	8.6 m
Side-Mount	26.6 ft	8.1 m	26.6 ft	8.1 m
(@ Platform Height)	12.7 ft	3.9 m	14.4 ft	4.4 m
Stowed Travel Height	10.0 ft	3.0 m	10.0 ft	3.0 m
Boom Articulation				
Lower Boom	-25° to +75°			
Articulation Arm	-7° to +90°			
Rotation	Noncontinuous 370°			
Weight of Unit	2110 lb	957 kg	2160 lb	980 kg

*Based on 40 inch (1016 mm) Chassis Frame Height

Altec Aerial Devices meet or exceed all applicable ANSI Standards as of the date of manufacture. Altec reserves the right to improve models and change specifications without notice or obligation.



Easy Access From Ground

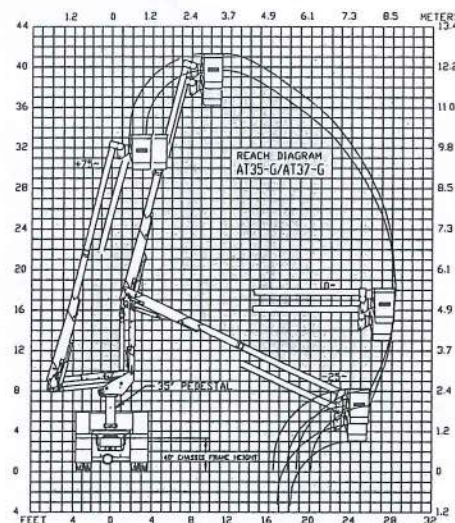
OPTIONS

- Continuous Rotation
- Secondary Stowage System
- Engine Start/Stop
- Tool Circuit at Tailshelf
- Outriggers, Vertical
- Additional Platform Capacity
- Platform Cover
- Platform Rotator - 90° or 180°
- Platform, 24 x 30 x 42 in (610 x 762 x 1067 mm)

RECOMMENDED FEATURES

- Fall Protection System
- Platform Liner
- Wheel Chocks
- With Outrigger Option:
Outrigger Pads

REACH DIAGRAM



Boom Tip Covers

sales@altec.com
Sales – 800-958-2555
Service – 877-GOALTEC



Manufacturing and Service Facilities Located
Throughout the United States and Canada
www.altec.com

Altec Industries, Inc.

Post Office Box 10264
Birmingham, Alabama 35202
Phone 205/991-7733
Fax 205/408-8051

Cooperative Purchasing

Sourcewell at your service

An aerial photograph of a city at night or dusk, with lights from buildings and streets visible. A large, dark grey, semi-transparent geometric shape, resembling a stylized 'S' or a folded piece of paper, is overlaid on the left side of the image. The text 'Together, we are Sourcewell' is printed in white on this shape.

Together,
we are
Sourcewell

Cooperative Purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more governmental units for use by other governmental units.



Become a member

Membership is free. Just fill out an online or paper application. A membership legal agreement is available if needed. After submitting your application, you will receive a Sourcewell member ID number electronically and a welcome packet by mail.

Make a purchase

Browse our catalog of nationally awarded vendors online. Contact the vendor directly and inform them of your interest in using the Sourcewell contract OR use our expertise — contact our membership team. We want to be your guide.

For more information, contact our membership team:

877-585-9706

membership@sourcewell-mn.gov

We have a lot in common

As a pioneer and leader in cooperative purchasing, we are passionate about helping members fulfill their public service missions. When you save time and money, you recover resources to use elsewhere.

You can confidently partner with Sourcewell because we:

Read the fine print

- Proven procurement process, refined over 40 years.
- Contracts competitively solicited on your behalf and awarded by our CPO and elected board.
- The documentation you need is right at your fingertips – with a complete procurement file posted on our website.

Value independence

- As a government organization, we are our own lead agency.
- We are motivated by serving our members—not profits.
- Contracts are non-exclusive, no obligation, and offer ability to propose supplemental terms and conditions.
- Purchase with national contracts at your local dealer. Choice of quality equipment, products, and services at volume pricing.

Lead the way

- Choice of high-quality equipment/products/services — 300 national vendor contracts and more than 500 construction contracts.
- We eliminate low-bid, low-quality issues. You capture life-cycle cost efficiencies.

Our members face ever-evolving challenges, and we are building stronger relationships with vendors and members to develop practical solutions together. If you are part of a government, education, or nonprofit organization, you can join Sourcewell at no cost or obligation.

Sourcewell creates cooperative contract purchasing solutions on behalf of its North American member agencies offering both time and money savings for users by consolidating the efforts of numerous individually prepared solicitations into one, cooperatively shared process—taking advantage of the aggregation of volume from members across North America.

How it Works

Cooperative purchasing is procurement conducted by, or on behalf of, one or more governmental units for use by other governmental units.

Sourcewell is committed to serving member agencies by researching common needs and solutions. The result is an opportunity to purchase the very best products, equipment, and services through nationally solicited contracts.

Competitive Procurement Process

Sourcewell's procurement process is continuously being refined to meet the changing needs of our members. Sourcewell's process is completed in accordance with Minnesota law.

Sourcewell follows a procurement process that includes:

1. Identify member needs and research solutions
Sourcewell identifies areas of need through daily member interactions and advisory committees, and then researches the best approach for each offering.
2. Board of directors approves proposed solicitations
3. Draft and publicize solicitations by advertising in various print newspapers nationwide and on multiple websites in the U.S. and Canada
4. Pre-proposal conferences followed by receipt of time-bound sealed responses
5. Evaluate responses
Evaluation begins at the proposal opening by determining the responsiveness of each proposal. The final evaluation is conducted using the scoring criteria defined in the RFP.
6. Recommendation to Chief Procurement Officer (CPO)
7. Award vendors
Upon approval by the CPO, the recommended vendor is awarded a four-year contract term with the potential for an additional one-year extension at the discretion of Sourcewell. Members have the ability to propose supplemental terms and conditions to the Sourcewell contract to meet their local requirements.
8. Posting and reviewing approved contract documents
A complete procurement file is maintained by Sourcewell, and contract documentation is posted on our website for review by our members. Our procurement specialists review documentation for compliance and effectiveness. Sourcewell considers price and product change requests based on contract terms.



Introducing Sourcewell

After more than a year of research and planning, NJPA becomes Sourcewell June 6, 2018. The heart of our organization is service, and Sourcewell proudly proclaims who we are and what we do. We are boldly changing our name as part of an overall plan to deepen relationships with you, our member, and to make it easier for you to find the contracted solutions you need.

Sourcewell is **Memorable**

- Begins to describe who we are and what we do
- The distinctive logo & color scheme makes it easier to find us
- Stands out in a world filled with acronyms

Sourcewell is a **Branding Evolution**

- Is a conversation starter for our full array of services and purpose-driven culture
- Delivers on your expectations to stay relevant and distinctive
- Reinforces our commitment to excellence and stronger member relationships

Sourcewell

Formerly NJPA



- The visual representation for **Sourcewell** is made up of a mosaic. The pieces represent the city streets, the parks, the schools, and integral roads connecting them all. The yellow arrow signals energy and forward progress for the communities we serve.
- The word **Sourcewell** has emphasis on well. We want to be a valued source for members and for members to feel good about using our services.
- The colors give a sense of **energy** and **trustworthiness**.

What is **NOT** changing

Our Mission.

Our commitment to service and exceeding member expectations.

Our relationship with you.

Membership agreements and your membership number.*

Our existing contracts, vendor relationships, and other services you use.

*Membership agreements, contracts and agreements entered into with the National Joint Powers Alliance name will remain valid and continue in effect without impact. This ensures contractual continuity and safeguards against disruptions to engagement with Sourcewell or NJPA. This includes use of cooperative purchasing contracts or other binding contractual engagements such as state's participating addenda.



City of Needles, California Request for Council Action

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

Meeting Date: March 26, 2019

Title: AB 32 Green House Gas Third Party Verification Services 2018 and 2019

Background: Lincus Incorporated performed the GHG verification service for the City of Needles since 2015. Air Resources Board applies the six-year rule strictly by calendar date for the use of the same verifier; this would qualify as year four (4) with Lincus Incorporated.

The quote received by Lincus Incorporated to perform the 2018 and 2019 verification for \$4,914.00.

The quote amount does not require an informal or formal bid process.

The deadline for submitting the verification report has changed to August 10, 2018 from prior years of September 1st.

The Board of Public Utilities approved the recommended action on March 19, 2019.

Fiscal Impact: \$4,914 is included in the 2018-2019 Electric budget.

Recommended Action: Award Lincus Incorporated to complete the 2018 and 2019 GHG verification services not to exceed proposed quote of \$4,914.00 for each year.

Submitted By: Rainie Torrance, Senior Accountant

City Management Review: Rick

Date: 3/22/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 5



Proposal to Provide:

AB 32 GHG Emission Verification Services to:

City of Needles

(2018 and 2019 Emissions Reports)

March 06, 2019

Prepared for:

Rainie Torrance
City of Needles
(760)326-2115 Ext. 340
rtorrance@cityofneedles.com

Contact Information:

Yeshpal Gupta
Accredited AB 32 Lead Verifier
Lincus, Inc.
480-227-6761
ygupta@lincusenergy.com

LINCUS, INC.
Tempe, AZ
Monrovia,
San Diego,
and Emeryville, CA

P | (877) 525-8898
F | (877) 205-8010

lincusenergy.com

EXECUTIVE SUMMARY

Lincus, Inc. ("Lincus") is pleased to respond to the City of Needles' ("Operator") request for a proposal for Greenhouse Gas (GHG) Emissions verification service for 2018 & 2019 Greenhouse Gas (GHG) emissions reports. It is our understanding that the City of Needles is responsible for submitting emissions reports for one reporting entity in compliance with the California Global Warming Solutions Act of 2006 (AB 32) emissions reporting standards administered by the California Air Resources Board (ARB). The reporting entity is:

Reporting Entity	ARB ID#	Industry Sector
City of Needles	3047	Electricity Importer

I wanted to take this opportunity to thank you for considering to hire Lincus as your verification provider. We appreciate the opportunity to propose these services to you and look forward to working with you on the project. The complete proposal, including scope, verification cost, and schedule is attached for your review.

Lincus is an ARB accredited verification body under Executive Order H-16-015. The Lincus team has experience in providing GHG verification and consulting services to many electricity transactions and general station combustion facilities. We look forward to your response and working with the City of Needles.

Please do not hesitate to contact me if you have any questions.

Thank you,

Yeshpal Gupta
ARB Lead Verifier

1.1 ABOUT LINCUS

Serving its customers from their three offices – Tempe, Arizona; Monrovia, California; and Emeryville, California – *Lincus* specializes in providing energy and environmental solutions to a client base that spans the commercial, industrial, governmental, and utilities. *Lincus* is one of the very few companies in the United States which are accredited both by the California ARB and the Chicago Climate Exchange to provide GHG verification services. We have total of three lead and general verifiers who have successfully completed the ARB certification examinations for general stationary combustion, and electricity transactions. Our GHG verification services are conducted exclusively by ARB accredited verifiers. Our clients have benefitted from our deep knowledge and understanding of the reporting and verification process. In assisting its customers, *Lincus* aims to provide individual attention to each GHG reporting or verification project and providing excellent customer service, while also minimizing on site visits. The table below shows the list of *Lincus*' Accredited AB 32 GHG verifiers:

Verifier Name	ARB Accredited	Lead Verifier	General Stationary Combustion	Electricity Transactions
Hob Issa	✓	✓	✓	
Yeshpal Gupta	✓	✓	✓	✓
Cristalle Mauleon	✓	✓	✓	✓
Arash Kialashaki	✓		✓	✓

1.2 GENERAL COMPANY INFORMATION

Contact Name	Yeshpal Gupta (Lead Verifier)
Mailing Address	222 E. Huntington Drive Suite 110
City, State, Zip	Monrovia, CA 91016
Telephone	480-227-6761
Email	ygupta@lincusenergy.com

2. DESCRIPTION OF OFFER

2.1 SUMMARY OF WORK

The purposes of this verification exercise are, by review of objective evidence, to independently verify that the submitted emissions data reports are:

- Free of material misstatement; and
- In full conformance with the requirements of the Regulation.

Lincus' verification team follows a very well defined and tested approach to achieve these objectives. Here is the detailed description of various tasks involved in this analysis:

Task 1: COI/NOVS Evaluation – Prior to beginning any verification project, *Lincus* conducts an evaluation to identify any potential conflicts of interest (COI) as per the guidelines provided in the regulation section 95133. The *Operator* may be asked to provide emissions information to *Lincus* in order to proceed with this evaluation. Once *Lincus'* internal review is completed and approved for the verification services, *Lincus* will assign a Lead Verifier to coordinate various verification activities. The Lead Verifier will then select other verification team members based on their familiarity with the technical operations of similar type of facilities. The lead verifier will have operational control over the verification team and will be the primary point of contact for all verification activities. After completion of internal COI evaluation, *Lincus* will submit a Conflict of Interest (COI) and a Notice of Verification Service (NOVS) form to ARB for each facility to be verified. After CARB approves the COI and NOVS, *Lincus* will begin verification services for the *Operator*.

Task 2: Project Kickoff and Coordination – After receiving ARB's approval, a kick-off meeting (or a conference call) with the *Operator* will be held to discuss verification activities, ARB's requirements, verification schedule, clearance issues, and other applicable project details. *Lincus* will also request a point-of-contact at the site to touch base and follow up for information during the course of the project (if necessary). Copies of emissions related information for the verification year, including a copy of the certified emissions report submitted to ARB, will also be requested to develop a complete analysis of the facility.

Task 3: Verification Plan Development – Once the information outlined in Task 2 is obtained, *Lincus* will analyze the data in concert with information regarding the *Operator's* operation to formally document the verification plan. The verification plan will include dates of proposed meetings and site visits; list of personnel to be interviewed; list and types of document and data reviews; and expected date for completing verification services

Task 4: On-Site Verification – Once the verification plan is complete and agreed upon, a site visit will be made to the facility to verify the facility's emission sources, data management systems, and to interview personnel associated with their GHG emission program. Facility visits for each facility undergoing full verification are mandatory per AB 32 regulations. During the site visit, *Lincus* will inspect facility operations, emissions-related documentation, data management systems, metering equipment calibration records, and other areas. This will include interviews with key personnel involved in recording, storing, managing, and generating reports related to emissions reporting. Every effort will be made to schedule interviews with key personnel to minimize disruption to facility operations. Depending upon the pre-site visit data provided by the facility, *Lincus* verifiers will survey the facility for data gathering, inspection and interview of

various facility personnel. Project status updates and follow up site visits (if necessary) will be coordinated through the Lincus Lead Verifier assigned to that facility.

Task 5: Sampling Plan Development – In this task, verification team will develop a data sampling plan based on a strategic analysis developed from document reviews and interviews during the site visit. The sampling plan will be created to assess the likely nature, scale and complexity of the verification services. The sampling plan will include:

1. Ranking of all emission sources by magnitude on a CO₂e (Carbon Dioxide equivalent) basis;
2. Ranking of emission sources with the largest calculation uncertainty
3. Qualitative description of uncertainty risk assessment of
 - Data processing and tracking
 - Emission calculations
 - Data reporting
 - Management policies or practices in developing emission data reports

Task 6: Compliance Assessment – Based on the sampling plan, the verification team will conduct a thorough review of the Operator's calculation data to verify compliance with the regulation. The verification team will also verify the Operator's compliance with other non-data driven portions of the regulation as specified in regulation section 95103 to 95109. In essence, the verification team will verify that submitted emission data report is "free of material misstatement" and is in "full conformance with the requirements of regulation". In some cases verification team may re-create a part of the emission calculations to verify its accuracy. If required, the lead verifier may request for additional documentations and/or explanations. If any inconsistencies are found in the emission data report, the verification team will communicate them to the *Operator* in a language which cannot be constituted as consulting. In some cases, it may be recommended to contact the relevant ARB authority.

Task 7: Internal Quality Control – Following the completion of the compliance assessment process, and a recommendation by the verification team, all documentation will be forwarded to an Internal Lead Verifier. The task of the Internal Lead Verifier is to check that all procedures have been followed and all conclusions are justified. The Internal Lead Verifier will either accept or reject the recommendation made by the verification team.

Task 8: Verification Report & Verification Opinion – As an outcome of the verification process, *Lincus* will provide to the *Operator*, a detailed verification report. The verification report will include the verification plan, the detailed comparison of the data checks with the submitted emission data report, the log of issues identified in the course of verification activities and their resolution, and any qualifying comments on findings during verification services. The verification team will also provide a verification opinion to the *Operator*. In the event of adverse verification opinion, the *Operator* will be provided at least ten working days to modify the emission data report to correct any material misstatement or nonconformance found by the verification team. At the expiry of this period, *Lincus* will provide a modified report and verification opinion to ARB and the *Operator*. In some cases, an exit meeting can be scheduled to explain the verification findings to the *Operator*.

2.2 PROJECT SCHEDULE

Lincus proposes to complete the verification activities anywhere between 6-8 weeks after written acceptance of this proposal and/or submission of the 2018 Greenhouse Gas emissions report to the California Air Resources Board (whichever is later). The table below shows a tentative timeframe for each task to be followed for this verification services. Please note that the COI/NOVS can be completed before the submission of the annual Greenhouse Gas Emissions report.

Verification Tasks	Estimated Timeframe (business days)
Task 1: COI/NOVS Evaluation	5 Days
Task 2: Project Kickoff and Coordination	1 Day
Task 3: Verification Plan Development	2 Days
Task 4: Onsite Verification	1 Day
Task 5: Sampling Plan Development	6 Days
Task 6: Compliance Assessment	5-15 Days
Task 7: Internal Quality Control	5 Days
Task 8: Verification Report & Verification Opinion	5 Days*
Total	30 – 40 Days

* Adverse opinion requires minimum ten days of notice to the operator.

2.3 COST ESTIMATE

The following fixed cost estimate is prepared based on the GHG verification process described earlier in this document. The scope of work under each task is explained in Section 2.1. Costs include review of one set of revisions to calculations for each emitting activity. Review of any additional revisions will be billed on a time and materials basis.

Task Description	2018 Budgeted Expenditure	2019 Budgeted Expenditure
Task 1: COI/NOVS Evaluation	\$189	\$189
Task 2: Project Kickoff and Coordination	\$189	\$189
Task 3: Verification Plan Development	\$189	\$189
Task 4: On-Site Verification	\$756	\$756
Task 5: Sampling Plan Development	\$567	\$567
Task 6: Compliance Assessment	\$1,796	\$1,796
Task 7: Internal Quality Control	\$378	\$378
Task 8: Verification Report & Verification Opinion	\$851	\$851
Total Cost	\$4,914	\$4,914

Work Not Included In This Proposal

This section includes the work not included in this proposal and additional reimbursable expenses (if applicable).

1. Additional site visits, presentations and/or *Operator* meeting times outside this Scope of Work, if required, will be billed at \$161 per hour for a ARB accredited verifier; \$189 per hour for a lead verifier.
2. More detailed verification services that exceed the standard set forth in AB 32 or other ARB air quality regulations
3. Any work not specifically included in Tasks 1 through 8 (above)
4. Any verification work for the following verification years other than the year specified in this scope of work.
5. Reviews of additional revisions to calculations will be billed at \$161 per hour for an ARB accredited verifier; \$189 per hour for a lead verifier.

Payment Terms

1. Payments are due upon receipt of invoice
2. When approved, the cost estimate is a fixed cost for the services explained herein.

Terms and Conditions

1. If above stated terms are agreeable, please sign and return one copy of this proposal to our office. If this agreement is not signed and returned and we are asked to proceed with the project, all conditions contained herein shall constitute a contract for services. *Lincus* reserves the right to revise the fee stated herein if not accepted within a period of 30 days from the date of the proposal.
2. Your acceptance below will represent an agreement between us for AB 32 compliance verification services for the facility noted above. Any changes made to this agreement shall be initialed by both *Lincus* and the Operator.

Thank you for the opportunity to offer our services.

Sincerely Yours,

Yeshpal Gupta, Accredited Lead Verifier

ACCEPTED: City of Needles

Authorized Signature

Date Signed



City of Needles, California Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA

☒ Regular ☐ Special

Meeting Date: March 26, 2019

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: APPROVE, the Warrants Register through March 26, 2019.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: R-u

Date: 3/22/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 6

CITY OF NEEDLES CITY COUNCIL									
WARRANT SUMMARY TOTALS FOR MARCH 14, 2019				YR. TO DATE					
		DEPT. AMT.	FUND AMT.	3/14/2019	18-19 BUDGET				
FUND 101	GENERAL FUND	\$5,499.03							
101.1015.412	CITY ATTORNEY			\$51,421.57	\$85,000.00				
101.1020.413	CITY MANAGER	\$1,024.22		\$96,192.03	\$156,880.00				
101.1025.415	FINANCE DEPT.	\$3,482.01		\$189,556.12	\$292,411.00				
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$155.43		\$44,147.12	\$61,356.00				
101.1035.416	PLANNING /ZONING	\$548.29		\$49,519.00	\$95,139.00				
101.1040.417	ENGINEERING	\$905.99		\$51,929.87	\$144,299.00				
101.1060.410	COMMUNITY PROMOTIONS			\$2,776.75	\$21,350.00				
101.1070.410	SENIOR CENTER			\$505,461.99	\$897,788.00				
101.2010.421	SHERIFF			\$1,871,262.29	\$2,497,833.00				
101.2015.422	FIRE								
101.2020.423	ANIMAL SHELTER/CONTROL	\$605.64		\$90,510.61	\$152,779.00				
101.2025.424	BUILDING & SAFETY	\$1,868.24		\$129,594.54	\$256,584.00				
101.2030.423	CODE ENFORCEMENT	\$3,598.79		\$2,260,744.36	\$3,169,635.00				
101.3010.431	PUBLIC WORKS	\$2,515.34		\$243,255.53	\$499,394.00				
101.4730.472	SANITATION	\$673.60		\$74,438.46	\$123,099.00				
101.5770.452	AQUATICS			\$66,662.30	\$149,719.00				
101.5772.452	PARKS	\$2,120.19		\$207,464.20	\$351,757.00				
101.5774.452	RECREATION	\$3,180.22		\$436,969.06	\$744,664.00				
GENERAL FUND	TOTAL ALL DEPARTMENTS		\$26,176.99		\$5,732,254.00				
FUND 205	CDBG			\$577.88	\$121,589.00				
FUND 206	CEMETERY		\$661.83	\$56,700.77	\$99,518.00				
FUND 209	NARCOTICS FORFEITURE				\$9,777.00				
FUND 210	SPECIAL GAS TAX			\$88,966.00	\$199,616.00				
FUND 212	AIR QUALITY (MDAQD)			\$16,606.95	\$16,607.00				
FUND 214	SANBAG NEW LOCAL MEAS I				\$1,000.00				
FUND 225	COPS-AB 3229 SUPPLEMENTAL			\$85,047.24	\$169,600.00				
FUND 233	JACK SMITH PK.MARINA		\$1,670.09	\$58,909.09	\$99,089.00				
FUND 235	INTERSTATE COMM/40 J ST.								
FUND 239	CA CONSERV RECYCLING GRANT			\$2,152.86	\$8,475.00				
FUND 240	EL GARCES INTERMODAL								
FUND 243	ACTIVE TRANSPORT PROGRAM			\$419,357.00	\$421,225.00				
FUND 270	REDEVELOPMENT AGENCY		\$1,209.52	\$235,608.56	\$309,015.00				
FUND 470	RDA CAP PROJ.LOW & MOD.				\$5,000.00				
FUND 501	NPUA			\$8,802,021.13	\$13,516,192.00				
FUND 502	WATER DEPARTMENT		\$6,295.44	\$871,898.13	\$1,460,434.00				
FUND 503	WASTEWATER DEPARTMENT		\$1,153.49	\$670,303.40	\$1,082,771.00				
FUND 505	SANITATION			\$707,691.82	\$1,175,000.00				
FUND 506	ALL AMERICAN CANAL PROJ.		\$299.12	\$681,363.14	\$764,872.00				
FUND 507	GOLF FUND		\$6,460.61	\$323,417.28	\$527,942.00				
FUND 507.5761.453	GOLF MAINTENANCE DEPARTMENT			\$363,074.78	\$528,855.00				
FUND 507.5762.454	GOLF PRO SHOP DEPARTMENT			\$478,297.12	\$738,646.00				
FUND 507	GOLF FUND TOTAL			\$305,849.06	\$737,580.00				
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$2,424.42	\$149,008.61	\$321,662.00				
FUND 509	MIS			\$41,877.41	\$132,312.00				
FUND 510	ADMIN. FACILITY			\$98,522.08	\$158,718.00				
FUND 511	FLEET MANAGEMENT		\$1,749.27	\$126,875.56	\$278,735.00				
FUND 512	VEHICLE REPLACEMENT			\$233,909.05	\$369,181.00				
FUND 520	SR DIAL A RIDE			\$41,314.86	\$211,332.00				
FUND 521	DIAL-A-RIDE MEDICAL TRANS.			\$18,488.14	\$32,383.00				
FUND 525	NEEDLES AREA TRANSIT (NAT)			\$355,649.31	\$538,043.00				
FUND 580	ELECTRIC		\$11,396.57	\$4,358,269.94	\$5,829,753.00				
FUND 581	NPUA CAPITAL ELECTRIC			\$133,360.00	\$69,304.00				
FUND 582	NPUA CAPITAL WATER			\$33,828.06	\$150,064.00				
FUND 583	NPUA CAPITAL WASTEWATER			-\$26,562.16	\$7,450.00				
FUND 585	HOSPITAL								
FUND 650	IMPACT FEES NORTH NEEDLES			\$4,310.00	\$26,873.00				
FUND 651	IMPACT FEES SOUTH AREAS			\$4,310.00	\$65,072.00				
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 59,497.35	\$26,112,908.87	\$45,615,626.00				
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	<i>[Signature]</i>	Date		Sylvia Miledi, Director of Finance	<i>[Signature]</i>	Date	3/19/19		
Kippy Poulson, City Treasurer	<i>[Signature]</i>	Date	3/20/19						

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/ RETAINAGE TAKEN
7650	3709	00	CHAVEZ, ADRIAN	03/14/2019	50.00	.00
7651	1924	00	AHA MACAV POWER SERVICE	03/14/2019	95.90	.00
7652	3688	00	PONCE, ALBERT	03/14/2019	50.00	.00
7653	3472	00	BEAUMONT COMM. YOUTH BASKETBALL	03/14/2019	1,000.00	.00
7654	3319	00	CITY EMPLOYEES ASSOCIATES	03/14/2019	180.00	.00
7655	3399	00	COURT-ORDERED DEBT COLLECTIONS	03/14/2019	50.24	.00
7656	2235	00	CALLAWAY, DENNIS	03/14/2019	50.00	.00
7657	3634	00	EMPPOWER	03/14/2019	299.59	.00
7658	322	00	FRANK VALENZUELA JR.	03/14/2019	50.00	.00
7659	1305	00	GREAT WEST LIFE	03/14/2019	2,715.00	.00
7660	2879	00	JENNIFER VALENZUELA	03/14/2019	496.54	.00
7661	2265	00	PORTER, JERRY	03/14/2019	50.00	.00
7662	325	00	WILLIS, JIM	03/14/2019	50.00	.00
7663	2222	00	SCOTT, JUSTIN	03/14/2019	50.00	.00
7664	3703	00	MICHAEL POE-EVANS	03/14/2019	50.00	.00
7665	3706	00	MCGILLIVRAY, MIKE	03/14/2019	50.00	.00
7666	3767	00	MARTINEZ, PATRICK	03/14/2019	50.00	.00
7667	3248	00	PREFERRED BENEFIT INSURANCE ADMIN.	03/14/2019	2,799.60	.00
7668	3834	00	REINA ALCAZAR	03/14/2019	288.00	.00
7669	1199	00	SAN BERNARDINO PUBLIC EMPL. ASSOC.	03/14/2019	720.80	.00
7670	2505	00	CAMPBELL, SHERYL	03/14/2019	34.00	.00
7671	3242	00	SDRMA	03/14/2019	50,167.68	.00
7672	3622	00	MILLER, TAYLOR	03/14/2019	50.00	.00
7673	2744	00	DELEON, THOMAS	03/14/2019	50.00	.00
7674	3695	00	VINCE GARZA	03/14/2019	50.00	.00
NUMBER OF CHECKS				25	GRAND TOTAL	59,497.35

Corrected group of checks for spoiled batches 1-3

PREPARED 03/14/2019, 10:21:50
PROGRAM: GM3461
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PAGE 4
ACCOUNTING PERIOD 2019/09
REPORT NUMBER 53

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7647*	3622	TAYLOR MILLER	006387		03/14/2019	502-4710-471.52-10	50.00- 50.00-*	VOIDED
7648*	2744	THOMAS DELEON	006381		03/14/2019	580-4750-473.52-10	50.00- 50.00-*	VOIDED
7649*	3695	VINCE GARZA	006393		03/14/2019	502-4710-471.52-10	50.00- 50.00-*	VOIDED
7650	3709	ADRIAN CHAVEZ	006379		03/14/2019	101-2030-423.52-10	50.00 50.00*	50.00
7651	1924	AHA MACAV POWER SERVICE	006151 006150		03/14/2019 03/14/2019	580-4750-473.63-12 580-4750-473.63-12	87.46 8.44 95.90*	95.90
7652	3688	ALBERT PONCE	006388		03/14/2019	502-4710-471.52-10	50.00 50.00*	50.00
7653	3472	BEAUMONT COMM. YOUTH BASKE	006153		03/14/2019	101-0000-204.10-00	1,000.00 1,000.00*	1,000.00
7654	3319	CITY EMPLOYEES ASSOCIATES	006436 006438 006437		03/14/2019 03/14/2019 03/14/2019	101-0000-209.03-01 508-0000-209.03-01 507-0000-209.03-01	140.00 20.00 20.00 180.00*	180.00
7655	3399	COURT-ORDERED DEBT COLLEC	006439		03/14/2019	101-0000-209.01-00	50.24 50.24*	50.24
7656	2235	DENNIS CALLAWAY	006380		03/14/2019	507-5761-453.52-10	50.00 50.00*	50.00
7657	3634	EMPOWER	006434 006433 006432 006435		03/14/2019 03/14/2019 03/14/2019 03/14/2019	580-0000-209.01-00 101-0000-209.01-00 101-0000-209.01-00 580-0000-209.01-00	170.90 64.82 9.94 53.93 299.59*	299.59
7658	322	FRANK VALENZUELA JR.	006392		03/14/2019	502-4710-471.52-10	50.00 50.00*	50.00
7659	1305	GREAT WEST LIFE	006419 006420 006422 006423 006424 006425		03/14/2019 03/14/2019 03/14/2019 03/14/2019 03/14/2019 03/14/2019	101-0000-209.03-01 502-0000-209.03-01 507-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01	930.00 725.00 90.00 100.00 250.00 620.00 2,715.00*	2,715.00

PREPARED 03/14/2019, 10:21:50
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
REPORT NUMBER 53

PAGE 5

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7660	2879	JENNIFER VALENZUELA	006344 006345 006346 006347 006348		03/14/2019 03/14/2019 03/14/2019 03/14/2019 03/14/2019	101-5774-452.49-01 101-5774-452.31-42 101-5774-452.60-31 101-5774-452.65-10 101-5774-452.60-24	216.00 51.00 103.87 61.64 64.03 496.54 *	496.54
7661	2265	JERRY PORTER	006389		03/14/2019	502-4710-471.52-10	50.00 50.00 *	50.00
7662	325	JIM WILLIS	006391		03/14/2019	580-4750-473.52-10	50.00 50.00 *	50.00
7663	2222	JUSTIN SCOTT	006390		03/14/2019	580-4750-473.52-10	50.00 50.00 *	50.00
7664	3703	MICHAEL POE-EVANS	006394		03/14/2019	580-4750-473.52-10	50.00 50.00 *	50.00
7665	3706	MIKE MCGILLIVRAY	006386		03/14/2019	101-2025-424.52-10	50.00 50.00 *	50.00
7666	3767	PATRICK MARTINEZ	006382 006383 006384 006385		03/14/2019 03/14/2019 03/14/2019 03/14/2019	101-2030-423.52-10 101-2025-424.52-10 101-1035-416.52-10 101-1040-417.52-10	12.50 12.50 12.50 12.50 50.00 *	50.00
7667	3248	PREFERRED BENEFIT INSURAN	006440 006441 006442 006443 006444 006445 006446 006447 006448 006449 006450 006451 006452 006453 006454 006455 006456 006457 006458 006459 006460 006461		03/14/2019 03/14/2019	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2020-423.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5774-452.24-10 206-5771-452.24-10 233-5772-452.24-10 270-4631-463.24-10 502-4710-471.24-10 503-4720-475.24-10 506-4713-477.24-10 507-5761-453.24-10 507-5762-454.24-10 508-4810-478.24-10 511-3020-432.24-10	60.52 79.19 10.68 34.08 56.33 33.80 124.77 283.28 97.90 21.18 120.15 76.50 35.60 89.00 71.20 370.00 92.63 13.52 277.60 89.00 101.40 89.00	50.00

PREPARED 03/14/2019, 10:21:50
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
REPORT NUMBER 53

PAGE 6

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7667	3248	PREFERRED BENEFIT INSURAN	006462		03/14/2019	580-4750-473.24-10	572.27 2,799.60 *	2,799.60
7668	3834	REINA ALCAZAR	006378		03/14/2019	101-4730-472.10-10	288.00 288.00 *	288.00
7669	1199	SAN BERNARDINO PUBLIC EMP	006412 006413 006414 006415 006416 006417 006418		03/14/2019 03/14/2019 03/14/2019 03/14/2019 03/14/2019 03/14/2019 03/14/2019	101-0000-209.03-01 233-0000-209.03-01 502-0000-209.03-01 507-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01	240.11 15.90 122.81 78.48 57.02 32.88 173.60 720.80 *	288.00
7670	2505	SHERYL CAMPBELL	006426 006427 006428 006429 006430 006431		03/14/2019 03/14/2019 03/14/2019 03/14/2019 03/14/2019 03/14/2019	101-0000-209.03-01 502-0000-209.03-01 507-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 511-0000-209.03-01	17.00 5.00 2.00 4.00 1.00 5.00 34.00 *	720.80
7671	3242	SPECIAL DISTRICT RISK	006463 006464 006465 006466 006467 006468 006469 006470 006471 006472 006473 006474 006475 006476 006477 006478 006479 006480 006481 006482 006483 006484 006485 006486 006487 006488 006489		03/14/2019 03/14/2019	101-1020-413.24-10 101-1025-415.24-10 101-1030-414.24-10 101-1035-416.24-10 101-1040-417.24-10 101-2020-423.24-10 101-2025-424.24-10 101-2030-423.24-10 101-3010-431.24-10 101-4730-472.24-10 101-5772-452.24-10 101-5774-452.24-10 101-0000-209.03-01 206-5771-452.24-10 206-0000-209.03-01 233-5772-452.24-10 233-0000-209.03-01 270-4631-463.24-10 270-0000-209.03-01 502-4710-471.24-10 502-0000-209.03-01 503-4720-475.24-10 503-0000-209.03-01 506-4713-477.24-10 506-0000-209.03-01 507-5761-453.24-10 507-0000-209.03-01	963.70 3,402.82 144.75 501.71 837.16 571.84 1,680.97 3,253.01 2,417.44 364.42 2,000.04 2,607.18 3,046.92 523.99 102.24 1,288.17 277.02 964.98 173.34 4,215.81 606.82 823.04 237.82 228.74 56.86 2,316.93 585.70	34.00

CITY OF NEEDLES CITY COUNCIL					
WARRANT SUMMARY TOTALS FOR MARCH 26, 2019				YR. TO DATE	
		DEPT. AMT.	FUND AMT.	3/26/2019	18-19 BUDGET
FUND 101	GENERAL FUND	\$6,868.34			
101.1015.412	CITY ATTORNEY	\$5,908.46		\$51,421.57	\$85,000.00
101.1020.413	CITY MANAGER	\$1,334.74		\$96,192.03	\$156,880.00
101.1025.415	FINANCE DEPT.	\$3,318.72		\$189,556.12	\$292,411.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$5,216.15		\$44,147.12	\$61,356.00
101.1035.416	PLANNING /ZONING	\$1,302.00		\$49,519.00	\$95,139.00
101.1040.417	ENGINEERING	\$1,333.97		\$51,929.87	\$144,299.00
101.1060.410	COMMUNITY PROMOTIONS	\$984.00		\$2,776.75	\$21,350.00
101.1070.410	SENIOR CENTER	\$53.60		\$505,461.99	\$897,788.00
101.2010.421	SHERIFF			\$1,871,262.29	\$2,497,833.00
101.2015.422	FIRE				
101.2020.423	ANIMAL SHELTER/CONTROL	\$891.82		\$90,510.61	\$152,779.00
101.2025.424	BUILDING & SAFETY	\$465.62		\$129,594.54	\$256,584.00
101.2030.423	CODE ENFORCEMENT	\$12,153.17		\$2,260,744.36	\$3,169,635.00
101.3010.431	PUBLIC WORKS	\$3,220.94		\$243,255.53	\$499,394.00
101.4730.472	SANITATION			\$74,438.46	\$123,099.00
101.5770.452	AQUATICS	\$261.00		\$66,662.30	\$149,719.00
101.5772.452	PARKS	\$6,481.08		\$207,464.20	\$351,757.00
101.5774.452	RECREATION	\$4,808.92		\$436,969.06	\$744,664.00
GENERAL FUND	TOTAL ALL DEPARTMENTS		\$54,602.53		\$5,732,254.00
FUND 205	CDBG		\$ 20,182.50	\$577.88	\$121,589.00
FUND 206	CEMETERY		\$2,770.50	\$56,700.77	\$99,518.00
FUND 209	NARCOTICS FORFEITURE				\$9,777.00
FUND 210	SPECIAL GAS TAX			\$88,966.00	\$199,616.00
FUND 212	AIR QUALITY (MDAQD)			\$16,606.95	\$16,607.00
FUND 214	SANBAG NEW LOCAL MEAS I				\$1,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL			\$85,047.24	\$169,600.00
FUND 233	JACK SMITH PK.MARINA		\$35.03	\$58,909.09	\$99,089.00
FUND 235	INTERSTATE COMM/140 J ST.				
FUND 239	CA.CONSERV RECYCLING GRANT		\$1,343.11	\$2,152.86	\$8,475.00
FUND 240	EL GARCES INTERMODAL				
FUND 243	ACTIVE TRANSPORT PROGRAM			\$419,357.00	\$421,225.00
FUND 270	REDEVELOPMENT AGENCY		\$1,274.00	\$235,608.56	\$309,015.00
FUND 470	RDA CAP PROJ.LOW & MOD.				\$5,000.00
FUND 501	NPUA		\$135.40	\$8,802,021.13	\$13,516,192.00
FUND 502	WATER DEPARTMENT		\$34,989.35	\$871,898.13	\$1,460,434.00
FUND 503	WASTEWATER DEPARTMENT		\$17,344.56	\$670,303.40	\$1,082,771.00
FUND 505	SANITATION			\$707,691.82	\$1,175,000.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$1,794.00	\$681,363.14	\$764,872.00
FUND 507	GOLF FUND		\$18,345.47	\$323,417.28	\$527,942.00
FUND 507.5761.453	GOLF MAINTENANCE DEPARTMENT			\$363,074.78	\$528,855.00
FUND 507.5762.454	GOLF PRO SHOP DEPARTMENT			\$478,297.12	\$738,646.00
FUND 507	GOLF FUND TOTAL			\$305,849.06	\$737,580.00
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$640.54	\$149,008.61	\$321,662.00
FUND 509	MIS		\$1,223.94	\$41,877.41	\$132,312.00
FUND 510	ADMIN. FACILITY		\$808.87	\$98,522.08	\$158,718.00
FUND 511	FLEET MANAGEMENT		\$2,398.17	\$126,875.56	\$278,735.00
FUND 512	VEHICLE REPLACEMENT			\$233,909.05	\$369,181.00
FUND 520	SR DIAL A RIDE		\$4,796.24	\$41,314.86	\$211,332.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$2,545.29	\$18,488.14	\$32,383.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$60,711.42	\$355,649.31	\$538,043.00
FUND 580	ELECTRIC		\$94,730.47	\$4,358,269.94	\$5,829,753.00
FUND 581	NPUA CAPITAL ELECTRIC			\$133,360.00	\$69,304.00
FUND 582	NPUA CAPITAL WATER			\$33,828.06	\$150,064.00
FUND 583	NPUA CAPITAL WASTEWATER			-\$26,562.16	\$7,450.00
FUND 585	HOSPITAL				
FUND 650	IMPACT FEES NORTH NEEDLES			\$4,310.00	\$26,873.00
FUND 651	IMPACT FEES SOUTH AREAS			\$4,310.00	\$65,072.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 320,671.39	\$26,112,908.87	\$45,615,626.00
I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City Council approved and amended FY 2018/2019 Budget.					
Rick Daniels, City Manager		Date	Sylvia Miledi, Director of Finance		Date
Kippy Poulson, City Treasurer		Date			

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
7675	3833	00	ANDREA HARLESS	03/26/2019	783.20	.00
7676	2629	00	BARON PEST CONTROL	03/26/2019	202.00	.00
7677	480	00	BEST BEST & KRIEGER LLP	03/26/2019	1,794.00	.00
7678	3595	00	BOOT BARN	03/26/2019	899.48	.00
7679	1	00	BORROMEO, NICHOLAS A.	03/26/2019	44.53	.00
7680	3392	00	BUG EMERGENCY INC.	03/26/2019	40.00	.00
7681	3819	00	BULLHEAD AUTO & MARINE	03/26/2019	146.68	.00
7682	1213	00	CALIF. DEPT. OF TAX & FEE ADMIN.	03/26/2019	2,723.94	.00
7683	3692	00	CAPITAL REALTY ANALYSTS	03/26/2019	2,500.00	.00
7684	2403	00	CDW GOVERNMENT INC.	03/26/2019	80.27	.00
7685	3136	00	CITY OF NEEDLES	03/26/2019	62,450.68	.00
7686	2590	00	COLORADO RIVER PLUMBING INC.	03/26/2019	260.00	.00
7687	455	00	CULLIGAN WATER COND.	03/26/2019	4.02	.00
7688	1	00	DAVID KELLER	03/26/2019	100.00	.00
7689	440	00	DECO FOODSERVICE INCCORP.	03/26/2019	215.24	.00
7690	3523	00	DEVELOPMENT MANAGEMENT GROUP INC.	03/26/2019	3,075.00	.00
7691	3580	00	DIAMOND PURE WATER	03/26/2019	85.50	.00
7692	501	00	DOI-BOR-REGION: LOWER COLORADO	03/26/2019	3,995.06	.00
7693	1282	00	DOUBLE TREE SECURITY INC.	03/26/2019	1,100.98	.00
7694	1904	00	ENDURA STEEL	03/26/2019	24.05	.00
7695	3812	00	FECHTER & COMPANY, CPAS	03/26/2019	4,900.00	.00
7696	1	00	FRANK AIELLO	03/26/2019	500.00	.00
7697	1296	00	FRONTIER	03/26/2019	232.46	.00
7698	3568	00	GALAXY CO.	03/26/2019	153.86	.00
7699	3796	00	GOLDEN VALLEY CABLE & COMM INC.	03/26/2019	617.01	.00
7700	324	00	GRAINGER PART OPERATIONS INC.	03/26/2019	1,531.28	.00
7701	1323	00	GREAT WEST TRUCK INC. NEEDLES	03/26/2019	22.00	.00
7702	3451	00	GREENS DISTRIBUTION LLC.	03/26/2019	319.22	.00
7703	2612	00	HARDWARE EXPRESS INCCORP.	03/26/2019	431.00	.00
7704	666	00	HELENA AGRI-ENT., LLC	03/26/2019	960.23	.00
7705	2489	00	HOME DEPOT CREDIT SERVICES	03/26/2019	100.00	.00
7706	1	00	JENNIFER BENOIT	03/26/2019	169.95	.00
7707	325	00	WILLIS, JIM	03/26/2019	761.08	.00
7708	2937	00	KALAMAZOO MATERIALS INC.	03/26/2019	112.00	.00
7709	3836	00	LOU'S GLOVES, INC.	03/26/2019	936.00	.00
7710	3445	00	LOW COST SPAY/NEUTER CLINIC	03/26/2019	2,961.71	.00
7711	125	00	MCCORMICK CONSTRUCTION CO.	03/26/2019	32,506.46	.00
7712	2981	00	MCDONALD TRANSIT ASSOC. INC.	03/26/2019	564.00	.00
7713	1	00	MICHAEL WILLIS	03/26/2019	827.46	.00
7714	178	00	BIG O TIRES & AUTO PARTS	03/26/2019	107.20	.00
7715	207	00	NEEDLES SENIOR CITIZENS	03/26/2019	1,142.30	.00
7716	218	00	NEWS WEST PUBLISHING CO.	03/26/2019	VOID	.00
7717	1786	00	NPUA	03/26/2019	28,564.74	.00
7718	1786	00	NPUA	03/26/2019	412.58	.00
7719	3315	00	ONLINE INFORMATION SERVICE	03/26/2019	369.58	.00
7720	1034	00	P & W GOLF SUPPLY LLC	03/26/2019	100.00	.00
7721	1	00	PATRICK WRIGHT	03/26/2019	69.95	.00
7722	1989	00	POSTER COMPLIANCE CENTER	03/26/2019	400.00	.00
7723	2040	00	PRECISE WEIGHING SYSTEMS, INC.	03/26/2019	79.00	.00
7724	1	00	PRYOR LEARNING SITUATIONS	03/26/2019	79.00	.00
7725	1	00	PRYOR LEARNING SOLUTIONS	03/26/2019	79.00	.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
7726	744	00	QUALITY HEATING & COOLING INC.	03/26/2019	809.25	.00
7727	15	00	QUILL CORP.	03/26/2019	666.18	.00
7728	818	00	R & R PRODUCTS INC.	03/26/2019	339.87	.00
7729	3835	00	REDMOND CONSTRUCTION, LLC	03/26/2019	20,182.50	.00
7730	3558	00	DANIELS, RICK	03/26/2019	1,297.77	.00
7731	255	00	RIVER VALLEY AIR CONDITIONING INC.	03/26/2019	18,397.00	.00
7732	258	00	ROBERT S. LYNCH	03/26/2019	12.91	.00
7733	3574	00	S&S CONCRETE & MATERIALS LLC	03/26/2019	632.50	.00
7734	1	00	SCOTT, PHYLLIS	03/26/2019	90.87	.00
7735	3354	00	SHAWN GUDMUNDSON	03/26/2019	2,500.00	.00
7736	3344	00	SLOVAK BARON & EMPEY LLP	03/26/2019	24,143.24	.00
7737	281	00	SMART & FINAL	03/26/2019	905.06	.00
7738	284	00	SOUTHWEST GAS CORP.	03/26/2019	146.61	.00
7739	3432	00	SYLVIA MILEDI	03/26/2019	55.00	.00
7740	2511	00	TAMMY ELLMORE	03/26/2019	55.00	.00
7741	1008	00	TITLIEST	03/26/2019	2,142.90	.00
7742	3395	00	TKO DISTRIBUTION LLC	03/26/2019	196.95	.00
7743	2798	00	U.S. DEPARTMENT OF ENERGY	03/26/2019	26,276.13	.00
7744	3272	00	ULINE	03/26/2019	1,343.11	.00
7745	3825	00	ULTRA PEST CONTROL, LLC	03/26/2019	40.00	.00
7746	315	00	UNDERGROUND SERVICE ALERT/SC	03/26/2019	99.80	.00
7747	3830	00	UNIFIRST CORPORATION	03/26/2019	713.26	.00
7748	1741	00	V & L LASER LLC	03/26/2019	1,035.00	.00
7749	475	00	VASQUEZ & COMPANY LLP	03/26/2019	6,000.00	.00
7750	2569	00	VERIZON WIRELESS	03/26/2019	14.67	.00
7751	3651	00	WELLS FARGO	03/26/2019	12,245.08	.00
7752	3675	00	WESTERN CONSTRUCTION SPECIALISTS	03/26/2019	35,258.15	.00
7753	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	03/26/2019	873.60	.00
7754	1023	00	XEROX	03/26/2019	369.69	.00
7755	1293	00	ZUBRICK T-SHIRTS	03/26/2019	300.00	.00
7756	3828	00	3D-NETWORKS L.L.C.	03/26/2019	1,200.00	.00

NUMBER OF CHECKS 82 GRAND TOTAL 320,671.39

PREPARED 03/19/2019, 6:47:59
 PROGRAM: GM346L
 CITY OF NEEDLES
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
 REPORT NUMBER 54

PAGE 1

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7675	3833	ANDREA HARLESS	006148 006149		03/26/2019 03/26/2019	101-5772-452.31-90 101-5770-452.31-90	522.20 261.00 783.20 *	783.20
7676	2629	BARON PEST CONTROL	006152 006512		03/26/2019 03/26/2019	510-4410-405.43-01 101-3010-431.43-02	170.00 32.00 202.00 *	202.00
7677	480	BEST BEST & KRIEGER LLP	006343		03/26/2019	506-4713-477.31-50	1,794.00 1,794.00 *	1,794.00
7678	3595	BOOT BARN	006154 006341		03/26/2019 03/26/2019	580-4750-473.60-28 502-4710-471.60-28	205.66 693.82 899.48 *	899.48
7679	1	BORROMEO, NICHOLAS A.	UT		03/26/2019	501-0000-211.00-00	44.53 44.53 *	44.53
7680	3392	BUG EMERGENCY INC.	006157		03/26/2019	101-2020-423.43-42	40.00 40.00 *	40.00
7681	3819	BULLHEAD AUTO & MARINE	006156		03/26/2019	511-3020-432.61-28	146.68 146.68 *	146.68
7682	1213	CALIFORNIA DEPT. OF TAX &	006502 006503 006504 006505 006506 006507 006508 006509 006510 006511		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	101-1025-415.61-02 101-5774-452.60-24 503-4720-475.61-02 503-4720-475.60-17 507-5762-454.61-07 510-4410-405.61-01 511-3021-432.43-27 511-3020-432.43-57 580-4750-473.60-55 507-0000-203.00-00	89.00 24.34 49.00 37.50 147.00 22.50 99.16 540.20 1,582.50 132.74 2,723.94 *	2,723.94
7683	3692	CAPITAL REALTY ANALYSTS	006159		03/26/2019	101-0000-392.02-00	2,500.00 2,500.00 *	2,500.00
7684	2403	CDW GOVERNMENT	006158		03/26/2019	101-0000-204.20-00	80.27 80.27 *	80.27
7685	3136	CITY OF NEEDLES	006160 006161 006162 006229		03/26/2019 03/26/2019 03/26/2019 03/26/2019	502-4710-471.80-41 580-4750-473.80-43 503-4720-475.80-43 502-4710-471.80-43	9,630.60 35,808.50 6,608.33 10,403.25 62,450.68 *	62,450.68
7686	2590	COLORADO RIVER PLUMBING I	006320 006396		03/26/2019 03/26/2019	503-4720-475.43-14 503-4720-475.43-14	135.00 125.00	

PREPARED 03/19/2019, 6:47:59

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
REPORT NUMBER 54

PAGE 2

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7686	2590	COLORADO RIVER PLUMBING I					260.00 *	260.00
7687	455	CULLIGAN WATER COND.	006513		03/26/2019	101-3010-431.43-02	4.02 4.02 *	4.02
7688	1	DAVID KELLER	006523		03/26/2019	502-4710-471.54-21	100.00 100.00 *	100.00
7689	440	DECO FOODSERVICE INCORP.	006168 006169 006515		03/26/2019 03/26/2019 03/26/2019	507-5762-454.61-06 101-5774-452.60-31 101-5772-452.60-40	102.93 86.08 26.23 215.24 *	215.24
7690	3523	DEVELOPMENT MANAGEMENT GR	006163 006164 006165 006227		03/26/2019 03/26/2019 03/26/2019 03/26/2019	502-4710-471.53-05 503-4720-475.53-05 580-4750-473.53-05 101-1060-410.53-05	522.75 276.75 1,291.50 984.00 3,075.00 *	3,075.00
7691	3580	DIAMOND PURE WATER	006166 006167 006261 006514		03/26/2019 03/26/2019 03/26/2019 03/26/2019	101-5774-452.60-31 510-4410-405.61-01 503-4720-475.60-17 510-4410-405.61-01	18.00 18.00 9.00 40.50 85.50 *	85.50
7692	501	DOI-BOR-REGION: LOWER COL	006273 006274 006275		03/26/2019 03/26/2019 03/26/2019	580-4750-473.31-14 503-4720-475.31-14 502-4710-471.31-14	1,331.69 1,331.69 1,331.68 3,995.06 *	3,995.06
7693	1282	DOUBLE TREE SECURITY INC.	004615 004610 004611 004612 004613 004614		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	580-4750-473.43-13 101-3010-431.43-40 507-5761-453.43-40 503-4720-475.43-40 510-4410-405.43-40 101-5772-452.43-40	744.98 43.00 34.00 43.00 192.00 44.00 1,100.98 *	1,100.98
7694	1904	ENDURA STEEL	006170		03/26/2019	580-4750-473.60-55	24.05 24.05 *	24.05
7695	3812	FECHTER & COMPANY, CPAS	PI1245 PI1246 PI1247 PI1248 PI1249	019008 019008 019008 019008 019008	03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	101-1025-415.31-49 270-4631-463.31-49 502-4710-471.31-49 503-4720-475.31-49 580-4750-473.31-49	2,695.00 1,274.00 269.50 269.50 392.00 4,900.00 *	4,900.00
7696	1	FRANK AIELLO	006516		03/26/2019	580-4750-473.54-62	500.00 500.00 *	500.00

PREPARED 03/19/2019, 6:47:59
 PROGRAM: GM346L
 CITY OF NEEDLES
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
 REPORT NUMBER 54
 PAGE 3

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7697	1296	FRONTIER	006318 006319		03/26/2019 03/26/2019	101-5772-452.52-10 580-4750-473.52-10	133.05 99.41 232.46 *	232.46
7698	3568	GALAXY CO.	006182 006518		03/26/2019 03/26/2019	101-5772-452.60-40 101-5772-452.60-40	117.29 36.57 153.86 *	153.86
7699	3796	GOLDEN VALLEY CABLE & COM	006183 006517 006522		03/26/2019 03/26/2019 03/26/2019	101-1030-414.61-01 507-5761-453.52-10 101-1030-414.61-01	307.01 100.00 210.00 617.01 *	617.01
7700	324	GRAINGER PART OPERATIONS	006262 006263 006264 006265 006598		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	503-4720-475.43-14 503-4720-475.43-14 503-4720-475.61-21 503-4720-475.43-02 503-4720-475.43-14	44.58 36.81 288.39 388.51 772.99 1,531.28 *	1,531.28
7701	1323	GREAT WEST TRUCK INC. NEE	006519		03/26/2019	511-3021-432.43-38	22.00 22.00 *	22.00
7702	3451	GREENS DISTRIBUTION LLC.	006176 006177 006178 006179 006180 006181 006400 006520 006521 006599		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 580-4750-473.60-55 101-5772-452.43-18 580-4750-473.60-55 580-4750-473.43-13 580-4750-473.43-13	70.04 115.95 32.98 68.96 282.97 141.15 107.55 9.82 835.06 210.11 1,874.59 *	1,874.59
7703	2612	HARDWARE EXPRESS INCORP.	006189 006190 006191 006192 006193 006194 006195 006196 006197 006198 006199 006200 006266 006267 006339		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	507-5762-454.43-04 580-4750-473.60-55 502-4710-471.60-55 507-5762-454.43-04 511-3020-432.43-29 101-5772-452.43-18 101-5772-452.61-12 101-5772-452.61-12 101-5772-452.61-12 503-4720-475.43-14 503-4720-475.43-14 502-4710-471.60-55 503-4720-475.43-02 580-4750-473.60-55	14.31 12.28 21.87 5.31 1.74 5.52 3.58 6.92 3.97 18.55 28.81 30.69 14.53 12.28 5.11	

PREPARED 03/19/2019, 6:47:59
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
REPORT NUMBER 54
PAGE 4

CHECK NO	CHECK NO	VENDOR NAME	VENDOR NO	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7703	2612	HARDWARE EXPRESS INCORP.		006403 006404 006405 006406 006407 006408		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	101-5772-452.43-18 101-5772-452.43-18 101-5772-452.43-18 101-5772-452.61-12 507-5761-453.61-12 507-5761-453.61-12	7.54 7.16 7.15 18.49 58.28 35.13 319.22 *	319.22
7704	666	HELENA AGRI-ENT., LLC		006184 006185		03/26/2019 03/26/2019	507-5761-453.60-10 101-5772-452.60-10	215.50 215.50 431.00 *	431.00
7705	2489	HOME DEPOT CREDIT SERVICE		006186 006187 006188		03/26/2019 03/26/2019 03/26/2019	101-5772-452.43-18 580-4750-473.43-57 503-4720-475.61-33	13.75 22.58 923.90 960.23 *	960.23
7706	1	JENNIFER BENOIT		006395		03/26/2019	502-4710-471.54-21	100.00 100.00 *	100.00
7707	325	JIM WILLIS		006155		03/26/2019	580-4750-473.60-28	169.95 169.95 *	169.95
7708	2937	KALAMAZOO MATERIALS INC.		006399		03/26/2019	101-5772-452.43-18	761.08 761.08 *	761.08
7709	3836	LOU'S GLOVES INC.		006586		03/26/2019	503-4720-475.61-21	112.00 112.00 *	112.00
7710	3445	LOW COST SPAY/NEUTER CLIN		006340		03/26/2019	101-0000-204.06-00	936.00 936.00 *	936.00
7711	125	MCCORMICK CONSTRUCTION CO		006524		03/26/2019	101-3010-431.60-11	2,961.71 2,961.71 *	2,961.71
7712	2981	MCDONALD TRANSIT ASSOCIAT		006201 006202 006203 006204 006205 006206 006207 006208		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	525-4770-461.32-90 525-4770-461.62-00 520-4740-462.32-90 520-4740-462.51-20 520-4740-462.62-00 521-4740-462.32-90 521-4740-462.51-20 521-4740-462.62-00	24,168.20 1,166.38 4,217.76 305.50 179.05 2,208.65 164.50 96.42 32,506.46 *	32,506.46
7713	1	MICHAEL WILLIS		006537		03/26/2019	580-4750-473.55-00	564.00 564.00 *	564.00
7714	178	NAPA AUTO PARTS		006209 006210		03/26/2019 03/26/2019	511-3021-432.43-23 511-3021-432.43-38	102.59 21.54	124.13

PREPARED 03/19/2019, 6:47:59

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
REPORT NUMBER 54
PAGE 6

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

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7718	1786	NPUA	006555		03/26/2019	580-4750-473.43-13	38.81	
			006556		03/26/2019	233-5772-452.41-10	35.03	
			006557		03/26/2019	503-4720-475.41-10	30.03	
			006558		03/26/2019	503-4720-475.41-10	37.64	
			006559		03/26/2019	503-4720-475.41-20	40.77	
			006560		03/26/2019	206-5771-452.41-10	32.92	
			006561		03/26/2019	206-5771-452.41-20	2,665.08	
			006562		03/26/2019	206-5771-452.41-30	72.50	
			006563		03/26/2019	507-5762-454.41-12	1,366.25	
			006564		03/26/2019	507-5762-454.41-10	337.93	
			006565		03/26/2019	503-4720-475.41-10	60.11	
			006566		03/26/2019	503-4720-475.41-20	73.83	
			006567		03/26/2019	507-5761-453.41-20	77.23	
			006568		03/26/2019	507-5761-453.41-10	85.07	
			006569		03/26/2019	507-5761-453.41-20	43.79	
			006570		03/26/2019	507-5761-453.41-20	12,333.48	
			006571		03/26/2019	507-5761-453.41-20	46.16	
			006572		03/26/2019	507-5761-453.41-20	43.90	
			006573		03/26/2019	101-5772-452.41-20	1,197.99	
			006574		03/26/2019	101-5772-452.41-10	274.36	
			006575		03/26/2019	101-5772-452.41-10	31.19	
			006576		03/26/2019	101-5772-452.41-20	190.15	
			006577		03/26/2019	101-5772-452.41-20	192.90	
			006578		03/26/2019	101-5772-452.41-10	43.87	
			006579		03/26/2019	101-5772-452.41-20	30.44	
			006580		03/26/2019	101-5772-452.41-20	254.05	
			006581		03/26/2019	101-5772-452.41-10	446.13	
			006582		03/26/2019	101-5772-452.41-10	171.52	
			006583		03/26/2019	101-5772-452.41-10	51.40	
			006584		03/26/2019	101-5772-452.41-20	417.51	
			006585		03/26/2019	101-5772-452.41-20	453.18	
							28,564.74	28,564.74
7719	3315	ONLINE INFORMATION SERVIC	006230		03/26/2019	508-4810-478.31-46	146.64	
			006231		03/26/2019	508-4810-478.31-46	265.94	
							412.58	412.58
7720	1034	P & W GOLF SUPPLY LLC	006249		03/26/2019	507-5762-454.43-04	369.58	
							369.58	369.58
7721	1	PATRICK WRIGHT	006248		03/26/2019	502-4710-471.54-21	100.00	
							100.00	100.00
7722	1989	POSTER COMPLIANCE CENTER	006530		03/26/2019	101-3010-431.61-21	69.95	
							69.95	69.95
7723	2040	PRECISE WEIGHING SYSTEMS,	006232		03/26/2019	503-4720-475.60-17	400.00	
							400.00	400.00
7724	1	PRYOR LEARNING SITUATIONS	006171		03/26/2019	101-1025-415.31-40	79.00	

PREPARED 03/19/2019, 6:47:59
 PROGRAM: GM346L
 CITY OF NEEDLES
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
 REPORT NUMBER 54

PAGE 7

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7724	1	PRYOR LEARNING SITUATIONS					79.00 *	79.00
7725	1	PRYOR LEARNING SOLUTIONS	006228		03/26/2019	101-1040-417.31-40	79.00 *	79.00
7726	744	QUALITY HEATING & COOLING	006531		03/26/2019	511-3021-432.43-26	809.25 *	809.25
7727	15	QUILL CORP.	006233 006321 006322		03/26/2019 03/26/2019 03/26/2019	101-1025-415.61-01 101-5772-452.61-01 510-4410-405.61-31	274.75 205.28 186.15 666.18 *	666.18
7728	818	R & R PRODUCTS INC.	006235		03/26/2019	507-5761-453.43-17	339.87 *	339.87
7729	3835	REDMOND CONSTRUCTION, LLC	006317	019038	03/26/2019	205-6511-494.72-10	20,182.50 *	20,182.50
7730	3558	RICK DANIELS	006587 006588 006589 006590 006591 006600		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	101-1020-413.55-00 101-1020-413.55-00 101-1020-413.55-00 101-1020-413.55-00 101-1020-413.55-00 101-1020-413.55-00	354.54 595.20 56.00 40.80 201.23 50.00 1,297.77 *	1,297.77
7731	255	RIVER VALLEY AIR CONDITIO	006234 006236 006237 006238 006323		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	101-5774-452.43-18 101-5774-452.43-18 580-4750-473.54-62 580-4750-473.54-62 580-4750-473.54-62	15.00 282.00 5,500.00 6,300.00 18,397.00 *	18,397.00
7732	258	ROBERT S. LYNCH	006287		03/26/2019	580-4750-473.31-50	12.91 *	12.91
7733	3574	S&S CONCRETE & MATERIALS	006532		03/26/2019	580-4750-473.43-13	632.50 *	632.50
7734	1	SCOTT, PHYLLIS	UT		03/26/2019	501-0000-211.00-00	90.87 *	90.87
7735	3354	SHAWN GUDMUNDSON	006342 006398		03/26/2019 03/26/2019	101-1030-414.61-45 101-1030-414.61-45	2,000.00 500.00 2,500.00 *	2,500.00
7736	3344	SLOVAK BARON EMPEY MURPHY	006302 006303 006304		03/26/2019 03/26/2019 03/26/2019	101-0000-204.20-00 101-2030-423.31-50 101-2030-423.31-50	158.20 610.20 45.20	

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
7736	3344	SLOVAK BARON EMPEY MURPHY	006305		03/26/2019	101-2030-423.31-50	203.40	
			006306		03/26/2019	101-2030-423.31-50	493.00	
			006307		03/26/2019	101-2030-423.31-50	10,599.40	
			006308		03/26/2019	502-4710-471.31-50	1,933.33	
			006309		03/26/2019	503-4720-473.31-50	1,933.34	
			006310		03/26/2019	580-4750-473.31-50	1,933.33	
			006311		03/26/2019	101-1015-412.31-50	5,908.46	
			006312		03/26/2019	502-4710-471.31-50	108.46	
			006313		03/26/2019	503-4720-475.31-50	108.46	
			006314		03/26/2019	580-4750-473.31-50	108.46	
							24,143.24	24,143.24
7737	281	SMART & FINAL CORP.	006239		03/26/2019	101-5774-452.60-31	843.12	
			006240		03/26/2019	101-5774-452.65-10	61.94	
							905.06	905.06
7738	284	SOUTHWEST GAS CORP.	006324		03/26/2019	101-3010-431.41-60	24.08	
			006325		03/26/2019	510-4410-405.41-60	35.72	
			006326		03/26/2019	507-5761-453.41-50	86.81	
							146.61	146.61
7739	3432	SYLVIA MILEDI	006136		03/26/2019	101-1025-415.55-00	55.00	
							55.00	55.00
7740	2511	TAMMY ELLMORE	006172		03/26/2019	101-1040-417.55-00	55.00	
							55.00	55.00
7741	1008	TITLIEST	006269		03/26/2019	507-0000-341.19-00	1,023.54	
			006270		03/26/2019	507-5762-454.44-10	33.36	
			006271		03/26/2019	507-0000-341.19-00	663.60	
			006272		03/26/2019	507-5762-454.44-10	422.40	
							2,142.90	2,142.90
7742	3395	TKO DISTRIBUTION LLC	006242		03/26/2019	101-5774-452.60-31	196.95	
							196.95	196.95
7743	2798	U.S. DEPARTMENT OF ENERGY	006244		03/26/2019	580-4750-473.54-62	3,112.14	
			006245		03/26/2019	580-4750-473.54-62	23,163.99	
			006315		03/26/2019	580-4750-473.54-62	23,163.99	
			006316		03/26/2019	580-4750-473.63-10	23,163.99	
							26,276.13	26,276.13
7744	3272	ULINE	006397		03/26/2019	239-4730-472.60-00	1,343.11	
							1,343.11	1,343.11
7745	3825	ULTRA PEST CONTROL, LLC	006243		03/26/2019	101-5774-452.43-18	40.00	
							40.00	40.00
7746	315	UNDERGROUND SERVICE ALERT	006255		03/26/2019	502-4710-471.49-14	9.04	
			006256		03/26/2019	503-4720-475.49-14	9.04	

PREPARED 03/19/2019, 6:47:59

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
REPORT NUMBER 54

PAGE 9

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7746	315	UNDERGROUND SERVICE ALERT	006257		03/26/2019	580-4750-473.49-14	9.02	
			006258		03/26/2019	580-4750-473.49-14	24.24	
			006259		03/26/2019	503-4720-475.49-14	24.24	
			006260		03/26/2019	502-4710-471.49-14	24.22	
							99.80 *	99.80
7747	3830	UNIFIRST CORPORATION	006288		03/26/2019	508-4810-478.61-04	38.57	
			006289		03/26/2019	503-4720-475.61-04	11.04	
			006290		03/26/2019	101-5774-452.61-06	7.00	
			006291		03/26/2019	580-4750-473.61-04	97.95	
			006292		03/26/2019	101-5774-452.61-06	7.00	
			006293		03/26/2019	502-4710-471.61-04	33.15	
			006294		03/26/2019	508-4810-478.61-04	5.27	
			006295		03/26/2019	507-5762-454.61-06	7.00	
			006296		03/26/2019	511-3020-432.61-04	36.67	
			006297		03/26/2019	101-3010-431.61-04	36.67	
			006298		03/26/2019	507-5761-453.61-04	31.71	
			006299		03/26/2019	101-5772-452.61-04	24.67	
			006300		03/26/2019	503-4720-475.61-04	23.65	
			006301		03/26/2019	502-4710-471.61-04	33.15	
			006327		03/26/2019	580-4750-473.61-04	98.41	
			006401		03/26/2019	511-3020-432.61-04	34.72	
			006402		03/26/2019	101-3010-431.61-04	34.72	
			006533		03/26/2019	508-4810-478.61-04	9.77	
			006534		03/26/2019	580-4750-473.61-04	97.95	
			006535		03/26/2019	503-4720-475.61-04	11.04	
			006536		03/26/2019	502-4710-471.61-04	33.15	
							713.26 *	713.26
7748	1741	V & L LASER LLC	006246		03/26/2019	101-1025-415.61-02	89.00	
			006247		03/26/2019	503-4720-475.61-02	49.00	
			006276		03/26/2019	101-0000-204.84-00	81.54	
			006277		03/26/2019	101-0000-204.82-00	81.54	
			006278		03/26/2019	101-0000-204.74-00	81.54	
			006279		03/26/2019	101-0000-204.83-00	81.54	
			006280		03/26/2019	101-0000-204.94-00	81.54	
			006281		03/26/2019	101-0000-204.93-00	81.54	
			006282		03/26/2019	101-0000-204.78-00	81.54	
			006283		03/26/2019	101-0000-204.81-00	81.54	
			006284		03/26/2019	101-0000-204.70-00	81.54	
			006285		03/26/2019	101-0000-204.91-00	81.54	
			006286		03/26/2019	101-0000-204.95-00	81.60	
							1,035.00 *	1,035.00
7749	475	VASQUEZ & COMPANY LLP	PI1253	019039	03/26/2019	502-4710-471.31-49	1,980.00	
			PI1254	019039	03/26/2019	503-4720-475.31-49	1,980.00	
			PI1255	019039	03/26/2019	580-4750-473.31-49	2,040.00	
							6,000.00 *	6,000.00
7750	2569	VERIZON WIRELESS	006328		03/26/2019	580-4750-473.52-10	14.67	

PREPARED 03/19/2019, 6:47:59
PROGRAM: GM346L
CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
REPORT NUMBER 54
PAGE 10

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7750	2569	VERIZON WIRELESS					14.67 *	14.67
7751	3651	WELLS FARGO	006350		03/26/2019	101-1030-414.55-00	1,771.68	
			006352		03/26/2019	101-1040-417.31-40	1,998.00	
			006353		03/26/2019	510-4410-405.43-01	70.07	
			006354		03/26/2019	580-4750-473.41-11	162.38	
			006355		03/26/2019	101-1035-416.31-40	165.00	
			006356		03/26/2019	101-1040-417.31-40	165.00	
			006357		03/26/2019	101-2025-424.31-40	165.00	
			006358		03/26/2019	101-2030-423.31-40	165.00	
			006359		03/26/2019	101-0000-204.20-00	1,259.07	
			006360		03/26/2019	101-0000-204.20-00	483.92	
			006361		03/26/2019	509-4910-479.52-13	23.94	
			006362		03/26/2019	101-2025-424.31-40	263.65	
			006363		03/26/2019	507-5761-453.43-04	68.88	
			006364		03/26/2019	101-5772-452.60-40	23.02	
			006365		03/26/2019	101-5772-452.43-18	417.32	
			006366		03/26/2019	101-2020-423.43-42	160.03	
			006367		03/26/2019	101-2020-423.60-75	636.80	
			006368		03/26/2019	101-2020-423.61-21	54.99	
			006369		03/26/2019	101-5774-452.60-31	955.32	
			006370		03/26/2019	101-5774-452.60-31	133.18	
			006371		03/26/2019	101-5774-452.65-10	101.91	
			006372		03/26/2019	101-5774-452.60-24	162.08	
			006373		03/26/2019	502-4710-471.31-40	75.50	
			006374		03/26/2019	101-1030-414.55-00	156.72	
			006375		03/26/2019	502-4710-471.55-00	40.97	
			006376		03/26/2019	508-4810-478.55-00	81.97	
			006377		03/26/2019	502-4710-471.55-00	40.89	
			006498		03/26/2019	502-4710-471.55-00	75.97	
			006499		03/26/2019	502-4710-471.55-00	79.63	
			006500		03/26/2019	502-4710-471.54-21	154.05	
			006501		03/26/2019	503-4720-475.54-21	155.04	
			006592		03/26/2019	101-1030-414.55-00	211.59	
			006593		03/26/2019	101-1035-416.55-00	891.51	
			006594		03/26/2019	101-5774-452.60-31	463.00	
			006595		03/26/2019	101-5774-452.60-23	412.00	
			006596		03/26/2019	101-5774-452.60-23	770.00	
			006597		03/26/2019	101-5774-452.60-24	230.00	
							12,245.08 *	12,245.08
7752	3675	WESTERN CONSTRUCTION SPEC	PI1250	019018	03/26/2019	525-4770-461.72-16	500.00	
			PI1252	019018	03/26/2019	525-4770-461.72-16	34,758.15	
							35,258.15 *	35,258.15
7753	3528	WESTERN ENVIRONMENTAL TES	006250		03/26/2019	503-4720-475.60-17	58.60	
			006251		03/26/2019	503-4720-475.60-17	118.00	
			006252		03/26/2019	503-4720-475.60-17	143.00	
			006253		03/26/2019	503-4720-475.60-17	118.00	
			006254		03/26/2019	503-4720-475.60-17	293.00	

PREPARED 03/19/2019, 6:47:59

PROGRAM: GM346L

CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2019/09
REPORT NUMBER 54

PAGE 11

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
7753	3528	WESTERN ENVIRONMENTAL	TES 006329		03/26/2019	503-4720-475.60-17	143.00 873.60 *	873.60
7754	1023	XEROX	006330 006331 006332 006333 006334 006335 006336 006337 006338		03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019 03/26/2019	101-1020-413.70-01 101-1025-415.70-01 101-1030-414.70-01 101-1035-416.70-01 101-1040-417.70-01 101-2025-424.70-01 101-2030-423.70-01 101-3010-431.70-01 510-4410-405.70-01	36.97 36.97 59.15 36.97 36.97 36.97 36.97 14.79 73.93 369.69 *	
7755	1293	ZUBRICK T-SHIRTS	006538		03/26/2019	502-4710-471.61-04	300.00 300.00 *	300.00
7756	3828	3D-NETWORKS LLC	006241		03/26/2019	509-4910-479.31-90	1,200.00 1,200.00 *	1,200.00
BANK/CHECK TOTAL							320,671.39	320,671.39
ALL BANKS/CHECKS TOTAL							320,671.39	320,671.39

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.

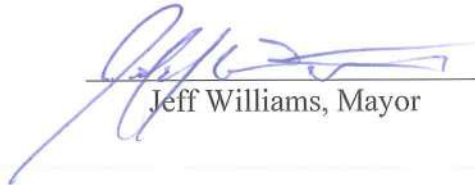
INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on March 12, 2019 by the following roll call vote:

AYES: Councilmembers Gudmundson, Terral, Hazlewood,
Belt, Paget and Longacre

NOES: None

ABSENT: None

[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 times 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
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 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, California

Request for City Council Action

☒ CITY COUNCIL ☐ NPUA

☐ Regular ☐ Special

Meeting Date: March 26, 2019

Title: Placement of trash containers at the Needles Area Transit (NAT) bus stops

Background: At the last City Council meeting, Councilman Longacre inquired about placement of trash containers at the NAT stops. Staff has avoided placing trash containers for the following reasons:

1) There are 32 bus stops on the NAT route, 17 of which currently have shade structures in-place. Historically, we've never had issues/complaints about trash in and around the bus stop areas nor have the drivers reported trash being left behind. According to NAT staff, passengers use the provided trash cans on the bus on boarding (occasionally there'll be a paper cup/can left on the bench but that's infrequent). Placement of onsite containers could encourage individuals to "dig" for cigarette butts, cans, etc., possibly causing more trash around the stop than the occasional cup/can left behind.

2) At a minimum, weekly rounds would have to be scheduled for the city crews to empty the trash containers and clean up around the stops. This time is estimated at two hours per week (for one collection) plus cost of fuel & vehicle.

3) Design of the shade structures allows for handicapped access which cannot be impeded so containers would have to be located outside the structure itself.

4) Cost of purchasing trash containers ranges from \$200 to \$1,000+ each depending on type, style, etc. It is unknown at this time if State Transit Assistance (STA) funding can be used for these purchases but the city would still have the ongoing responsibility of maintaining/emptying them once placed.

Fiscal Impact:

Environmental Impact:

Recommended Action: Council Discretion

Submitted By: Cheryl Sallis, Transit Services Manager

City Management Review:

Rick

Date:

3/21/19

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 9



City of Needles, California

Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA

☒ Regular ☐ Special

Meeting Date: March 26, 2019

Title: Safe and Sane Fireworks

Background: At the last City Council meeting Councilor Terral requested that staff research the option of allowing "Safe and Sane" (low level and not airborne) fireworks. It appears that all fireworks are banned in San Bernardino County (Fire Code) and in the City (Municipal Code) but for licensed fireworks displays. There is an exception for State Fire Marshall certified "Safe and Sane" fireworks if allowed by local ordinance.

The County Sheriff's Office reports that every year they get complaints about fireworks in the City. For the last several years they have distributed the attached flyer to make the public aware. The Fire District has been contacted and expressed concern for additional fire risk and personal injuries.

If the Council seeks to permit Safe and Sane fireworks an amendment to the Municipal Code and the County Fire Code will be required to specifically allow "Safe and Sane Fireworks. Additionally, staff will need to develop a permitting process for fireworks outlets.

Fiscal Impact: Ordinance and permitting development costs

Environmental Impact: Additional fire risk

Recommendation: Provide direction to staff to either develop an ordinance amending the municipal code, or leave as is

City Management Review:

Rick

Date:

3/22

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: 10

1
2 C. LP-gas cooking devices having an LP-gas
3 container with a water capacity not greater than 2 ½ pounds. Containers shall not be
4 manifolded together to increase capacity.

5 D. Cooking devices heated solely using a catalytic
6 heating element with no flame production.

7 2. A Barbecue Pit shall not be kindled or maintained
8 within 20 feet of a structure or combustible materials.

9 (h) All Open Fires shall be constantly attended by a responsible adult, 18
10 years of age or older, until the fire is completely extinguished. A minimum of one
11 portable fire extinguisher complying with Section 906 with a minimum 4-A rating or other
12 approved on-site fire-extinguishing equipment such as dirt or sand with a shovel, water
13 barrel, hose attached to a working water source, or water truck, shall be available for
14 immediate utilization.

15 (i) **Ash and Ember Disposal.** Ashes and embers from any open fire,
16 barbecue or fireplace shall be placed only in a covered metal or other non-combustible
17 container after being thoroughly cooled with water. At no time shall ashes or embers be
18 deposited in the trash or on the ground, or placed on a combustible surface until it is
19 confirmed that the ashes or embers are no longer hot to the touch.

20 **27. Explosives, Fireworks, Pyrotechnics, Rockets and Rocket Motors.**

21 (a) It shall be unlawful for any person to manufacture, store, possess, handle,
22 sell, use, launch or create a public display of any Explosive, Firework, Pyrotechnic,
23 Rocket or Rocket Motors except in accordance with the California Fire Code Chapter
24 56, the San Bernardino County Code, the San Bernardino County Fire Protection
25 District Fire Prevention Standards and any provision of any code or standard adopted or
26 incorporated by reference by this Code.

27 (b) The storage of explosives and blasting agents is prohibited in residential
28

1 areas, principal business districts, closely-built commercial areas and heavily-populated
2 areas, except pursuant to California Fire Code Chapter 56 and as permitted by the San
3 Bernardino County Sheriff's Department under Title 4, Division 5 of the San Bernardino
4 County Code.

5 (c) Unless otherwise permitted, the possession, storage, use, sale and
6 handling of any fireworks is prohibited within the County of San Bernardino and the
7 District.

8 **Exception:** The possession, storage, sale, handling and use of specific types of
9 approved fireworks may be allowed pursuant to local laws, ordinances and regulations
10 within incorporated cities and towns of the County, provided such fireworks comply with
11 California Code of Regulations, Title 19, and labeled "Safe and Sane" by the California
12 State Fire Marshal.

13 (d) The Fire Code Official and his designees are authorized to seize, take,
14 remove or cause to be removed, at the expense of the owner, all stocks of fireworks,
15 including but not limited to, Division 1.4G consumer fireworks, as classified pursuant to
16 Title 49 Code of Federal Regulations, possessed, offered or exposed for sale, stored or
17 held in violation of any state or local laws and ordinances.

18 (e) The use of model and high-power rockets is prohibited within Wildfire Risk
19 Areas as defined in San Bernardino County Fire Protection District Fire Code Section
20 202 (as amended) except as permitted by the San Bernardino County Fire Protection
21 District.

22 (f) Permits shall be required as set forth in San Bernardino County Fire
23 Protection District Fire Code section 105.6.15 (as amended) and regulated in
24 accordance with this section. Permits shall be obtained from the San Bernardino
25 County Fire Protection District and the San Bernardino County Sheriff's Department in
26 accordance with Title 4, Division 5, Chapter 2, Section 45.021 of the San Bernardino
27 County Code to:
28

**SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT
NEEDLES POLICE**



*** ALL FIREWORKS PROHIBITED IN THE CITY OF NEEDLES AND UNINCORPORATED AREAS OF SAN BERNARDINO COUNTY ***



Possession of any type of fireworks, including "safe and sane" fireworks, is against the law in the City of Needles and the unincorporated areas of San Bernardino County. In the event a fire occurs due to the unsafe use of fireworks, the responsible persons may face criminal charges and be held liable for damages. In addition to fires, fireworks cause deaths, blindness, and maiming injuries to children and adults every year.

Needles Municipal Code 9-24: Fireworks Prohibited

San Bernardino County Code 23.016: Fireworks Prohibited

California Health and Safety Code 12677: Possess Dangerous Fireworks

California Health and Safety Code 12305: Possess Explosives

**Anyone found in possession of fireworks is subject to
a fine and/or imprisonment.**

San Bernardino County Sheriff's Department – Colorado River Station

Needles Police Department

1111 Bailey Ave, Needles, CA 92363

760-326-9200