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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL,
CITY OF NEEDLES, CALIFORNIA
TUESDAY, SEPTEMBER 24, 2019
COUNCIL EXECUTIVE SESSION – **None**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

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

THE 5:00 P.M. PORTION OF THE CITY COUNCIL MEETING WILL BE RECESSED BY THE CITY CLERK TO 6:00 P.M.

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

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

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

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

1) PowerPoint Presentation will be made by Andres G. Castillo, Partnership Specialist US Census Bureau, regarding Census 2020 with a request the City Council establish a Complete Count Committee to promote the 2020 Census (ACT)

CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 2 through 7 on the Consent Calendar by affirmative roll call vote. (ACT)

2) Approve the warrants register through September 24, 2019

3) Waive the reading and adopt Ordinance No. 624-AC amending Chapter 14, Article III, entitled "Graffiti Prohibition and Removal" of the Needles Municipal Code (2nd reading - publish)

4) Waive the reading and adopt Resolution No. 2019- 63 supporting the 2020 U.S. Census

5) Waive the reading and adopt Resolution No. 2019- 61 approving an Agreement between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program services for a term beginning October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year periods

6) Waive the reading and adopt Resolution No. 2019-62 approving a Lease Agreement (El Garces Unit Lease) between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for occupancy by the Needles Area Transit for a term beginning October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year periods

7) Accept the work completed by Trinity Construction in the total project amount of $133,752.42 including Change Order #1 and authorize staff to issue a Notice of Completion and record with the San Bernardino County Recorder's Office

End of Consent Calendar

REGULAR ITEMS

8) Discussion regarding a Cannabis Consumption Café at the site of the former Denny's Restaurant located on "J" Street (ACT)

9) Discussion to install stop sign and striping at the Front Street intersection at the North K Street Underpass (ACT)

10) Support or oppose the League of California Cities proposed resolutions calling on the California Public Utilities Commission (CPUC) to amend Rule 20A to add projects in very high fire hazard severity zones to the list of eligibility criteria and to increase funding allocations for Rule 20A Projects AND calling upon the Federal and State Governments of the U.S. and Mexico to address the devasting impacts of water quality issues resulting from international transboundary pollution flows from Mexico's Tijuana River into the southernmost regions of California and the Pacific Ocean (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

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

ADJOURNMENT

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

Posted: September 20, 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 6th day of September 2019.

Dale Jones

Dale Jones, CMC, City Clerk

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: September 24, 2019

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE,** the Warrants Register through September 24, 2019

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: Rick **Date:** 9/18/19

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

Agenda Item: 2

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR SEPTEMBER 24, 2019

		DEPT. AMT.	FUND AMT.	24-Sep	19-20 BUDGET
FUND 101	GENERAL FUND	$ 1,296.00			
101.1015.412	CITY ATTORNEY			$ 7,083.00	$85,000
101.1020.413	CITY MANAGER	$ 24.71		$ 12,387.75	$171,333
101.1025.415	FINANCE DEPT.	$ 1,250.13		$ 21,463.99	$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 936.22		$ 4,722.50	$131,018
101.1035.416	PLANNING /ZONING	$ 3,763.86		$ 7,295.25	$195,144
101.1040.417	ENGINEERING	$ 592.60		$ 10,555.92	$151,111
101.1060.410	COMMUNITY PROMOTIONS			$ 1,297.50	$60,250
101.1070.410	SENIOR CENTER	$ 1,458.08		$ 59,507.14	$1,262,304
101.2010.421	SHERIFF	$ 220,537.85		$ 206,002.00	$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL	$ 1,181.60		$ 14,181.88	$168,809
101.2025.424	BULDING & SAFETY	$ 3,560.00		$ 17,798.28	$307,623
101.2030.423	CODE ENFORCEMENT	$ 4,415.31		$ 256,546.37	$3,554,200
101.3010.431	PUBLIC WORKS	$ 13,718.79		$ 29,393.00	$509,766
101.4730.472	SANITATION			$ 9,827.94	$129,447
101.5770.452.	AQUATICS	$ 415.34		$ 27,887.07	$166,174
101.5772.452	PARKS	$ 10,630.96		$ 14,588.21	$353,744
101.5773.452	JACK SMITH PARK MARINA	$ 62.26		$ 10,172.59	$111,501
101.5774.452	RECREATION	$ 2,229.46		$ 15,378.50	$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 266,073.17	$ 461,100.82	$6,820,004
FUND 205	CDBG		$ -	$ -	$0
FUND 206	CEMETERY		$ 5,545.69	$ 4,776.08	$123,773
FUND 209	NARCOTICS FORFEITURE		$ -	$ -	$9,778
FUND 210	SPECIAL GAS TAX		$ -	$ 11,762.00	$226,898
FUND 212	AIR QUALITY (MDAQD)		$ -	$ -	$0
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ 40,000.00	$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ 22,120.76	$ 6,108.86	$220,000
FUND 235	INTERSTATE COMM/I40 J ST.		$ -	$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ 416.00	$5,000
FUND 240	EL GARCES INTERMODAL		$ -	$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ -	$0
FUND 270	REDEVELOPMENT AGENCY		$ 120.00	$ 9,576.29	$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$0
FUND 501	NPUA		$ 1,265.59	$ 720,888.78	$12,449,567
FUND 502	WATER DEPARTMENT		$ 59,812.58	$ 89,674.26	$1,665,186
FUND 503	WASTEWATER DEPARTMENT		$ 52,352.11	$ 66,618.96	$1,067,861
FUND 505	SANITATION		$ 7,550.18	$ 23,746.53	$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		$ -	$ 4,093.68	$762,261
FUND 507	GOLF FUND	19500.29			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ 5,286.31	$ -	$ 30,069.47	$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ -		$ 12,925.71	$272,443
FUND 507	GOLF FUND TOTAL		$ 24,786.60		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 626.88	$ 22,440.81	$453,742
FUND 509	MIS		$ 2,450.00	$ 11,243.25	$169,000
FUND 510	ADMIN. FACILITY		$ 8,130.14	$ 14,387.79	$175,703
FUND 511	FLEET MANAGEMENT		$ 1,713.37	$ 3,574.08	$261,552
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$0
FUND 520	SR DIAL A RIDE		$ 5,750.23	$ 614.00	$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ 1,953.79	$ 287.00	$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ 28,658.19	$ 14,712.00	$383,487
FUND 580	ELECTRIC		$ 89,422.70	$ 187,239.30	$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC		$ -	$ -	$0
FUND 582	NPUA CAPITAL WATER		$ 26,730.79	$ -	$0
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$0
FUND 650	IMPACT FEES NORTH NEEDLES		$ 1,396.20	$ -	$0
FUND 651	IMPACT FEES SOUTH AREAS		$ 393.80	$ -	$0
TOTAL	ALL FUNDS & DEPARTMENTS		$ 606,852.77	$ 1,736,255.67	$33,635,088

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City Council approved and amended FY 2018/2019 Budget.

Rick Daniels, City Manager — Date

Sylvia Miledi, Director of Finance — Date 9/18/19

Kippy Poulson, City Treasurer — Date 9/17/19

9/13/2019

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
8944	1927	00	PRESTIGE FLAG	09/24/2019	787.21	.00
8945	15	00	QUILL CORP.	09/24/2019	2,720.14	.00
8946	818	00	R & R PRODUCTS INC.	09/24/2019	85.65	.00
8947	2861	00	REINKE A/C CORP.	09/24/2019	85.00	.00
8948	3558	00	DANIELS, RICK	09/24/2019	24.71	.00
8949	1	00	RIO DEL SOL INN	09/24/2019	1,204.20	.00
8950	255	00	RIVER VALLEY AIR CONDITIONING INC.	09/24/2019	13,900.00	.00
8951	3860	00	RTM EQUIPMENT	09/24/2019	76.50	.00
8952	258	00	ROBERT S. LYNCH	09/24/2019	29.99	.00
8953	2468	00	RON'S TIRE PRO'S	09/24/2019	865.15	.00
8954	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	09/24/2019	242,658.61	.00
8955	2589	00	SAN BERNARDINO COUNTY	09/24/2019	5,318.91	.00
8956	284	00	SOUTHWEST GAS CORP.	09/24/2019	142.12	.00
8957	3837	00	SOUTHWEST GROUND WATER	09/24/2019	4,837.50	.00
8958	3605	00	STATEWIDE TRAFFIC SAFETY & SIGNS	09/24/2019	11,069.17	.00
8959	3859	00	SUNSHINE GOLF, LLC	09/24/2019	1,200.00	.00
8960	3851	00	SY FOLEY	09/24/2019	317.81	.00
8961	779	00	THATCHER COMPANY	09/24/2019	1,714.04	.00
8962	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	09/24/2019	150.00	.00
8963	772	00	TRI-STATE BUILDING MATERIALS INC.	09/24/2019	415.34	.00
8964	2819	00	TRI-STATE HOSE & FITTINGS	09/24/2019	178.40	.00
8965	2798	00	U.S. DEPARTMENT OF ENERGY	09/24/2019	12,329.87	.00
8966	3825	00	ULTRA PEST CONTROL, LLC	09/24/2019	45.00	.00
8967	315	00	UNDERGROUND SERVICE ALERT/SC	09/24/2019	80.00	.00
8968	3830	00	UNIFIRST CORPORATION	09/24/2019	VOID	
8969	3830	00	UNIFIRST CORPORATION	09/24/2019	1,596.31	.00
8970	3571	00	URBAN FUTURES, INC.	09/24/2019	120.00	.00
8971	761	00	USA BLUE BOOK INC.	09/24/2019	12.26	.00
8972	1741	00	V & L LASER LLC	09/24/2019	99.00	.00
8973	2469	00	VERIZON WIRELESS	09/24/2019	70.28	.00
8974	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	09/24/2019	1,175.12	.00
8975	3573	00	WREGIS	09/24/2019	175.00	.00
8976	3828	00	3D-NETWORKS L.L.C.	09/24/2019	2,450.00	.00

NUMBER OF CHECKS 84 GRAND TOTAL 606,852.77

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
8893	3709	00	CHAVEZ, ADRIAN	09/24/2019	845.45	.00
8894	1924	00	AHA MACAV POWER SERVICE	09/24/2019	1,161.33	.00
8895	3750	00	AUTO ZONE	09/24/2019	134.70	.00
8896	3808	00	HATZ, BERNARD	09/24/2019	429.98	.00
8897	454	00	BINGHAM EQUIPMENT COMPANY	09/24/2019	670.82	.00
8898	7	00	BORDER STATES ELECT.SUP.CORP.	09/24/2019	1,784.07	.00
8899	3819	00	BULLHEAD AUTO & MARINE	09/24/2019	33.13	.00
8900	2403	00	CDW GOVERNMENT INC.	09/24/2019	936.22	.00
8901	3136	00	CITY OF NEEDLES	09/24/2019	85,735.74	.00
8902	1	00	CLARKSON, ROBERT P./PAM	09/24/2019	13.31	.00
8903	2590	00	COLORADO RIVER PLUMBING INC.	09/24/2019	276.00	.00
8904	2320	00	COUNTY OF SAN BERNARDINO	09/24/2019	7,550.18	.00
8905	2934	00	DANA KEPNER COMPANY INC.	09/24/2019	2,339.57	.00
8906	440	00	DECO FOODSERVICE INCORP.	09/24/2019	108.22	.00
8907	3580	00	DIAMOND PURE WATER	09/24/2019	67.50	.00
8908	234	00	DLT SOLUTIONS INC.	09/24/2019	1,075.17	.00
8909	501	00	DOI-BOR-REGION: LOWER COLORADO	09/24/2019	4,158.52	.00
8910	1081	00	E-Z-GO A TEXTRON COMPANY	09/24/2019	1,031.84	.00
8911	3682	00	EPIC ENGINEERING	09/24/2019	1,790.00	.00
8912	3462	00	EUSI LLC	09/24/2019	27,069.08	.00
8913	3717	00	EZLINKS GOLF LLC	09/24/2019	295.00	.00
8914	615	00	FEDEX	09/24/2019	24.63	.00
8915	1296	00	FRONTIER	09/24/2019	689.58	.00
8916	165	00	GLENN B. DORNING INC.	09/24/2019	485.11	.00
8917	324	00	GRAINGER PART OPERATIONS INC.	09/24/2019	216.91	.00
8918	3451	00	GREENS DISTRIBUTION LLC.	09/24/2019	62.73	.00
8919	2612	00	HARDWARE EXPRESS INCORP.	09/24/2019	VOID	
8920	2612	00	HARDWARE EXPRESS INCORP.	09/24/2019	948.50	.00
8921	3593	00	HINDERLITER, DE LLAMAS & ASSOC.	09/24/2019	620.06	.00
8922	2489	00	HOME DEPOT CREDIT SERVICES	09/24/2019	529.40	.00
8923	3800	00	IWORQ	09/24/2019	6,750.00	.00
8924	2334	00	KERN TURF SUPPLY INC.	09/24/2019	2,977.45	.00
8925	3502	00	POULSON, KIPPY	09/24/2019	275.00	.00
8926	2691	00	LAYNE CHRISTENSEN COMPANY	09/24/2019	26,730.79	.00
8927	3445	00	LOW COST SPAY/NEUTER CLINIC	09/24/2019	840.00	.00
8928	3283	00	LOWE'S	09/24/2019	12,626.43	.00
8929	2981	00	MCDONALD TRANSIT ASSOC. INC.	09/24/2019	36,250.69	.00
8930	2485	00	MESA VALLEY PIPE & SUPPLY	09/24/2019	68.59	.00
8931	158	00	MOHAVE VALLEY ANIMAL HOSPITAL	09/24/2019	52.10	.00
8932	178	00	BIG O TIRES & AUTO PARTS	09/24/2019	579.14	.00
8933	207	00	NEEDLES SENIOR CITIZENS	09/24/2019	111.52	.00
8934	218	00	NEWS WEST PUBLISHING CO.	09/24/2019	1,325.14	.00
8935	1786	00	NPUA	09/24/2019	VOID	
8936	1786	00	NPUA	09/24/2019	VOID	
8937	1786	00	NPUA	09/24/2019	64,780.23	.00
8938	3324	00	OFFICE EXPRESS	09/24/2019	2,973.96	.00
8939	3315	00	ONLINE INFORMATION SERVICE	09/24/2019	299.64	.00
8940	3767	00	MARTINEZ, PATRICK	09/24/2019	1,355.17	.00
8941	1	00	PAYNE, RONALD L/AMANDA MOTE	09/24/2019	48.08	.00
8942	147	00	PING INC.	09/24/2019	1,045.61	.00
8943	245	00	PREMIER GOLF CARS INC.	09/24/2019	747.19	.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8893	3709	ADRIAN CHAVEZ	001731		09/24/2019	101-2030-423.55-00	845.45		
							845.45	*	845.45
8894	1924	AHA MACAV POWER SERVICE	001457		09/24/2019	580-4750-473.63-12	8.80		
			001458		09/24/2019	580-4750-473.63-12	202.53		
			001459		09/24/2019	580-4750-473.61-21	950.00		
							1,161.33	*	1,161.33
8895	3750	AUTO ZONE	001419		09/24/2019	511-3021-432.43-37	133.60		
			001420		09/24/2019	511-3021-432.43-37	107.74-		
			001421		09/24/2019	511-3021-432.43-37	107.74		
			001678		09/24/2019	507-5761-453.43-04	32.31		
			001679		09/24/2019	507-5761-453.43-04	31.21-		
							134.70	*	134.70
8896	3808	BERNARD J. HATZ	001730		09/24/2019	101-2030-423.55-00	429.98		
							429.98	*	429.98
8897	454	BINGHAM EQUIPMENT COMPANY	001552		09/24/2019	507-5761-453.43-04	303.27		
			001680		09/24/2019	507-5761-453.43-04	367.55		
							670.82	*	670.82
8898	7	BORDER STATES ELECT.SUP.C	001724		09/24/2019	580-4750-473.60-55	524.74		
			001725		09/24/2019	580-4750-473.60-55	1,225.63		
			001726		09/24/2019	580-4750-473.60-55	33.70		
							1,784.07	*	1,784.07
8899	3819	BULLHEAD AUTO & MARINE	001422		09/24/2019	511-3021-432.43-23	33.13		
							33.13	*	33.13
8900	2403	CDW GOVERNMENT	001553		09/24/2019	101-1030-414.60-01	936.22		
							936.22	*	936.22
8901	3136	CITY OF NEEDLES	001461		09/24/2019	502-4710-471.80-43	11,498.50		
			001462		09/24/2019	503-4720-475.80-43	7,282.67		
			001463		09/24/2019	580-4750-473.80-43	40,602.83		
			001464		09/24/2019	502-4710-471.80-41	9,630.60		
			001465		09/24/2019	503-4720-475.80-41	3,545.27		
			001467		09/24/2019	502-4710-471.80-41	9,630.60		
			001468		09/24/2019	503-4720-475.80-41	3,545.27		
							85,735.74	*	85,735.74
8902	1	CLARKSON, ROBERT P./PAM	UT		09/24/2019	501-0000-211.00-00	13.31		
							13.31	*	13.31
8903	2590	COLORADO RIVER PLUMBING I	001460		09/24/2019	101-1070-410.43-01	276.00		
							276.00	*	276.00
8904	2320	COUNTY OF SAN BERNARDINO	001704		09/24/2019	505-4730-472.74-40	3,775.09		
			001705		09/24/2019	505-4730-472.74-40	3,775.09		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8904	2320	COUNTY OF SAN BERNARDINO					7,550.18	*	7,550.18
8905	2934	DANA KEPNER COMPANY INC.	001433		09/24/2019	502-4710-471.60-55	14.00		
			001434		09/24/2019	502-4710-471.60-55	125.00		
			001473		09/24/2019	502-4710-471.60-55	368.69		
			001474		09/24/2019	502-4710-471.60-55	882.45		
			001475		09/24/2019	502-4710-471.60-55	949.43		
							2,339.57	*	2,339.57
8906	440	DECO FOODSERVICE INCORP.	001425		09/24/2019	507-5762-454.61-06	80.46		
			001555		09/24/2019	101-5772-452.60-40	27.76		
							108.22	*	108.22
8907	3580	DIAMOND PURE WATER	001423		09/24/2019	510-4410-405.61-01	45.00		
			001424		09/24/2019	101-5774-452.61-06	9.00		
			001469		09/24/2019	503-4720-475.43-02	13.50		
							67.50	*	67.50
8908	234	DLT SOLUTIONS INC.	001729		09/24/2019	101-1040-417.61-09	215.02		
			001783		09/24/2019	101-1035-416.61-09	215.03		
			001784		09/24/2019	580-4750-473.56-00	215.03		
			001785		09/24/2019	502-4710-471.56-00	215.00		
			001786		09/24/2019	503-4720-475.56-00	215.09		
							1,075.17	*	1,075.17
8909	501	DOI-BOR-REGION: LOWER COL	001470		09/24/2019	503-4720-475.31-14	1,386.18		
			001471		09/24/2019	502-4710-471.31-14	1,386.18		
			001472		09/24/2019	580-4750-473.31-14	1,386.16		
							4,158.52	*	4,158.52
8910	1081	E-Z-GO A TEXTRON COMPANY	001706		09/24/2019	507-5761-453.43-04	173.53		
			001707		09/24/2019	507-5761-453.43-04	34.54		
			001708		09/24/2019	507-5761-453.43-04	477.34		
			001709		09/24/2019	507-5761-453.43-04	346.43		
							1,031.84	*	1,031.84
8911	3682	EPIC ENGINEERING	PI0014	020006	09/24/2019	650-4720-475.69-82	1,396.20		
			PI0015	020006	09/24/2019	651-4720-475.69-82	393.80		
							1,790.00	*	1,790.00
8912	3462	EUSI LLC	001426		09/24/2019	503-4720-475.31-98	26,244.08		
			001732		09/24/2019	503-4720-475.31-98	825.00		
							27,069.08	*	27,069.08
8913	3717	EZLINKS GOLF LLC	001733		09/24/2019	507-5762-454.53-00	295.00		
							295.00	*	295.00
8914	615	FEDEX	001556		09/24/2019	101-1025-415.52-20	24.63		
							24.63	*	24.63

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8915	1296	FRONTIER	001476		09/24/2019	101-5774-452.52-10	345.80		
			001477		09/24/2019	101-3010-431.52-10	134.11		
			001478		09/24/2019	510-4410-405.43-31	27.02-		
			001870		09/24/2019	101-5772-452.52-10	134.11		
			001871		09/24/2019	510-4410-405.52-10	102.58		
							689.58	*	689.58
8916	165	GLENN B. DORNING INC.	001427		09/24/2019	511-3021-432.43-26	169.20		
			001428		09/24/2019	511-3021-432.43-26	45.52		
			001429		09/24/2019	511-3021-432.43-26	270.39		
							485.11	*	485.11
8917	324	GRAINGER PART OPERATIONS	001479		09/24/2019	503-4720-475.43-02	354.41		
			001480		09/24/2019	503-4720-475.61-21	137.50-		
							216.91	*	216.91
8918	3451	GREENS DISTRIBUTION LLC.	001734		09/24/2019	580-4750-473.60-55	39.40		
			001735		09/24/2019	580-4750-473.60-55	23.33		
							62.73	*	62.73
8919	2612	HARDWARE EXPRESS INCORP.							VOIDED
8920	2612	HARDWARE EXPRESS INCORP.	001430		09/24/2019	511-3021-432.43-26	6.14		
			001431		09/24/2019	507-5762-454.43-08	5.11		
			001432		09/24/2019	507-5762-454.43-08	4.91		
			001481		09/24/2019	502-4710-471.60-55	5.72		
			001482		09/24/2019	502-4710-471.60-55	26.08		
			001483		09/24/2019	502-4710-471.60-55	13.29		
			001484		09/24/2019	502-4710-471.60-55	35.82		
			001485		09/24/2019	502-4710-471.60-55	11.25		
			001486		09/24/2019	502-4710-471.43-57	23.89		
			001487		09/24/2019	503-4720-475.43-02	58.08		
			001488		09/24/2019	503-4720-475.43-02	3.16		
			001557		09/24/2019	507-5761-453.43-17	.82-		
			001558		09/24/2019	101-5772-452.43-18	27.63		
			001559		09/24/2019	507-5762-454.43-08	4.82		
			001560		09/24/2019	507-5762-454.43-08	11.25		
			001561		09/24/2019	101-2020-423.43-29	17.79		
			001562		09/24/2019	101-5772-452.43-18	81.85		
			001563		09/24/2019	101-5772-452.43-18	7.17		
			001564		09/24/2019	101-5772-452.43-18	8.18		
			001565		09/24/2019	101-5772-452.43-18	8.17		
			001566		09/24/2019	101-5772-452.43-18	3.58		
			001567		09/24/2019	101-5772-452.43-18	30.70		
			001568		09/24/2019	507-5761-453.43-08	12.28-		
			001569		09/24/2019	507-5761-453.43-08	1.03		
			001570		09/24/2019	507-5761-453.43-08	11.25		
			001571		09/24/2019	507-5761-453.43-08	69.17		
			001572		09/24/2019	507-5761-453.43-08	2.05		
			001573		09/24/2019	507-5761-453.43-04	11.05		
			001574		09/24/2019	507-5761-453.43-04	8.28		

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8920	2612	HARDWARE EXPRESS INCORP.	001575		09/24/2019	206-5771-452.43-18	15.62		
			001576		09/24/2019	206-5771-452.43-18	20.65		
			001577		09/24/2019	206-5771-452.43-18	3.37		
			001578		09/24/2019	101-5774-452.43-18	12.98		
			001579		09/24/2019	101-5774-452.43-18	90.13		
			001738		09/24/2019	507-5762-454.43-08	232.59		
			001739		09/24/2019	503-4720-475.43-02	15.35		
			001740		09/24/2019	206-5771-452.61-12	20.47		
			001741		09/24/2019	206-5771-452.61-12	19.90		
			001865		09/24/2019	503-4720-475.60-33	33.12		
							948.50	*	948.50
8921	3593	HINDERLITER, DE LLAMAS &	001580		09/24/2019	101-1025-415.31-91	620.06		
							620.06	*	620.06
8922	2489	HOME DEPOT CREDIT SERVICE	001736		09/24/2019	580-4750-473.60-55	141.33		
			001737		09/24/2019	101-5774-452.43-18	388.07		
							529.40	*	529.40
8923	3800	IWORQ	PI0019	020015	09/24/2019	101-1035-416.61-09	2,250.00		
			PI0020	020015	09/24/2019	101-2025-424.61-09	2,250.00		
			PI0021	020015	09/24/2019	101-2030-423.61-09	2,250.00		
							6,750.00	*	6,750.00
8924	2334	KERN TURF SUPPLY INC.	001581		09/24/2019	507-5761-453.61-12	2,977.45		
							2,977.45	*	2,977.45
8925	3502	KIPPY POULSON	001466		09/24/2019	101-1025-415.31-90	275.00		
							275.00	*	275.00
8926	2691	LAYNE CHRISTENSEN COMPANY	PI0018	020019	09/24/2019	582-4710-471.71-05	26,730.79		
							26,730.79	*	26,730.79
8927	3445	LOW COST SPAY/NEUTER CLIN	001583		09/24/2019	101-0000-204.06-00	840.00		
							840.00	*	840.00
8928	3283	LOWE'S	001742		09/24/2019	101-5774-452.43-18	99.03		
			001743		09/24/2019	580-4750-473.54-62	3,070.02		
			001744		09/24/2019	580-4750-473.54-62	6,105.74		
			001745		09/24/2019	580-4750-473.54-62	3,351.64		
							12,626.43	*	12,626.43
8929	2981	MCDONALD TRANSIT ASSOCIAT	001584		09/24/2019	520-4740-462.32-90	4,979.43		
			001585		09/24/2019	520-4740-462.51-20	323.61		
			001586		09/24/2019	520-4740-462.62-00	373.59		
			001587		09/24/2019	521-4740-462.32-90	1,572.46		
			001588		09/24/2019	521-4740-462.51-20	159.39		
			001589		09/24/2019	521-4740-462.62-00	184.02		
			001590		09/24/2019	525-4770-461.32-90	26,297.35		
			001591		09/24/2019	525-4770-461.62-00	2,360.84		

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8929	2981	MCDONALD TRANSIT ASSOCIAT					36,250.69	*	36,250.69
8930	2485	MESA VALLEY PIPE & SUPPLY	001750		09/24/2019	503-4720-475.43-02	68.59		
							68.59	*	68.59
8931	158	MOHAVE VALLEY ANIMAL HOSP	001489		09/24/2019	101-0000-204.06-00	52.10		
							52.10	*	52.10
8932	178	NAPA AUTO PARTS	001751		09/24/2019	507-5761-453.43-04	51.89		
			001752		09/24/2019	507-5761-453.43-04	19.01		
			001753		09/24/2019	507-5761-453.43-04	9.27		
			001754		09/24/2019	507-5761-453.43-04	5.30		
			001755		09/24/2019	507-5761-453.43-04	60.33		
			001756		09/24/2019	507-5761-453.43-04	7.20		
			001757		09/24/2019	206-5771-452.43-04	269.72		
			001758		09/24/2019	507-5761-453.43-04	9.39-		
			001759		09/24/2019	507-5761-453.43-04	44.05		
			001760		09/24/2019	507-5761-453.43-04	6.44		
			001761		09/24/2019	507-5761-453.43-04	63.55		
			001762		09/24/2019	507-5762-454.60-16	10.87		
			001763		09/24/2019	511-3021-432.43-37	236.33-		
			001764		09/24/2019	511-3021-432.43-36	11.84		
			001765		09/24/2019	511-3021-432.43-36	236.33		
			001766		09/24/2019	503-4720-475.43-04	29.06		
							579.14	*	579.14
8933	207	NEEDLES SENIOR CITIZENS	001496		09/24/2019	520-4740-462.52-12	73.60		
			001497		09/24/2019	521-4740-462.52-12	37.92		
							111.52	*	111.52
8934	218	NEWS WEST PUBLISHING CO.	001435		09/24/2019	101-1035-416.31-09	102.94		
			001490		09/24/2019	101-1035-416.59-10	190.06		
			001491		09/24/2019	101-1035-416.59-10	176.86		
			001492		09/24/2019	101-0000-204.93-00	403.90		
			001493		09/24/2019	101-1035-416.59-10	187.42		
			001494		09/24/2019	101-1035-416.59-10	163.66		
			001495		09/24/2019	101-1035-416.31-09	100.30		
							1,325.14	*	1,325.14
8935	1786	NPUA							VOIDED
8936	1786	NPUA							VOIDED
8937	1786	NPUA	001498		09/24/2019	206-5771-452.41-10	32.16		
			001499		09/24/2019	206-5771-452.41-20	3,784.04		
			001500		09/24/2019	206-5771-452.41-30	72.50		
			001501		09/24/2019	580-4750-473.41-11	80.23		
			001502		09/24/2019	580-4750-473.41-11	59.68		
			001503		09/24/2019	502-4710-471.41-10	7,231.02		
			001504		09/24/2019	502-4710-471.41-10	29.82		
			001505		09/24/2019	101-2020-423.41-10	335.44		
			001506		09/24/2019	101-2020-423.41-20	175.62		

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8937	1786	NPUA	001507		09/24/2019	101-2020-423.41-30	145.00	
			001593		09/24/2019	101-5772-452.41-20	899.48	
			001594		09/24/2019	503-4720-475.41-10	133.45	
			001595		09/24/2019	503-4720-475.41-20	309.32	
			001596		09/24/2019	503-4720-475.41-10	6,133.89	
			001597		09/24/2019	503-4720-475.41-10	323.45	
			001598		09/24/2019	503-4720-475.41-20	70.56	
			001599		09/24/2019	580-4750-473.41-11	29.82	
			001600		09/24/2019	510-4410-405.41-10	1,155.64	
			001601		09/24/2019	510-4410-405.41-20	224.84	
			001602		09/24/2019	510-4410-405.41-30	2,102.50	
			001603		09/24/2019	510-4410-405.41-10	84.10	
			001604		09/24/2019	503-4720-475.41-10	42.49	
			001605		09/24/2019	503-4720-475.41-20	41.02	
			001606		09/24/2019	503-4720-475.41-10	32.34	
			001607		09/24/2019	101-3010-431.41-20	900.58	
			001608		09/24/2019	101-3010-431.41-30	43.69	
			001609		09/24/2019	101-3010-431.41-20	500.08	
			001610		09/24/2019	101-5772-452.41-20	2,274.03	
			001611		09/24/2019	101-5772-452.41-10	274.36	
			001612		09/24/2019	101-5772-452.41-10	29.82	
			001613		09/24/2019	101-5772-452.41-20	577.84	
			001614		09/24/2019	507-5761-453.41-20	72.74	
			001615		09/24/2019	507-5761-453.41-20	40.87	
			001616		09/24/2019	507-5761-453.41-20	45.59	
			001617		09/24/2019	101-5774-452.41-10	50.31	
			001618		09/24/2019	101-5772-452.41-20	485.33	
			001619		09/24/2019	101-5772-452.41-10	405.60	
			001620		09/24/2019	101-5772-452.41-20	536.48	
			001621		09/24/2019	101-5772-452.41-20	821.27	
			001622		09/24/2019	507-5761-453.41-20	12,333.48	
			001623		09/24/2019	101-5772-452.41-20	54.84	
			001624		09/24/2019	101-5772-452.41-10	122.51	
			001625		09/24/2019	101-5772-452.41-20	52.86	
			001626		09/24/2019	101-5772-452.41-10	50.74	
			001627		09/24/2019	101-5772-452.41-20	205.05	
			001628		09/24/2019	101-5772-452.41-10	40.61	
			001629		09/24/2019	101-5772-452.41-20	228.37	
			001630		09/24/2019	502-4710-471.41-10	29.82	
			001631		09/24/2019	502-4710-471.41-10	110.22	
			001632		09/24/2019	502-4710-471.41-10	2,295.00	
			001633		09/24/2019	502-4710-471.41-10	40.70	
			001634		09/24/2019	206-5771-452.41-10	32.23	
			001635		09/24/2019	206-5771-452.41-20	1,077.54	
			001636		09/24/2019	206-5771-452.41-30	72.50	
			001637		09/24/2019	101-5773-452.41-10	62.26	
			001638		09/24/2019	502-4710-471.41-10	41.55	
			001639		09/24/2019	580-4750-473.41-11	58.82	
			001640		09/24/2019	580-4750-473.41-11	46.74	
			001641		09/24/2019	101-1070-410.41-10	911.39	

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8937	1786	NPUA	001642		09/24/2019	101-1070-410.41-20	198.19		
			001643		09/24/2019	101-1070-410.41-30	72.50		
			001644		09/24/2019	101-5772-452.41-10	46.64		
			001645		09/24/2019	101-5772-452.41-20	66.12		
			001646		09/24/2019	101-5772-452.41-10	183.37		
			001647		09/24/2019	101-5772-452.41-20	1,134.60		
			001648		09/24/2019	101-5772-452.41-30	72.50		
			001649		09/24/2019	101-5772-452.41-10	140.00		
			001650		09/24/2019	101-5772-452.41-10	48.89		
			001651		09/24/2019	101-5772-452.41-10	165.18		
			001652		09/24/2019	101-5772-452.41-20	192.35		
			001653		09/24/2019	101-5772-452.41-30	72.50		
			001654		09/24/2019	101-5772-452.41-20	53.88		
			001655		09/24/2019	101-5772-452.41-20	47.37		
			001656		09/24/2019	101-5772-452.41-20	40.71		
			001657		09/24/2019	101-5772-452.41-20	217.67		
			001658		09/24/2019	101-5772-452.41-10	56.57		
			001659		09/24/2019	101-5772-452.41-20	203.48		
			001660		09/24/2019	101-5774-452.41-20	1,086.09		
			001661		09/24/2019	101-5774-452.41-10	13.92		
			001662		09/24/2019	101-5774-452.41-10	61.13		
			001663		09/24/2019	101-2020-423.41-10	271.46		
			001664		09/24/2019	101-2020-423.41-20	44.55		
			001665		09/24/2019	101-2020-423.41-30	145.00		
			001666		09/24/2019	101-2020-423.41-10	12.70		
			001667		09/24/2019	502-4710-471.41-10	6,964.21		
			001668		09/24/2019	502-4710-471.41-10	57.61		
			001669		09/24/2019	580-4750-473.41-11	2,439.46		
			001670		09/24/2019	503-4720-475.41-10	59.57		
			001671		09/24/2019	503-4720-475.41-20	302.49		
			001672		09/24/2019	580-4750-473.41-11	37.07		
			001673		09/24/2019	580-4750-473.41-11	56.46		
			001674		09/24/2019	580-4750-473.41-11	141.26		
			001675		09/24/2019	507-5762-454.41-10	1,179.84		
			001676		09/24/2019	507-5762-454.41-20	223.16		
			001677		09/24/2019	507-5762-454.41-30	217.50		
							64,780.23	*	64,780.23
8938	3324	OFFICE EXPRESS	001592		09/24/2019	510-4410-405.61-01	1,486.98		
			001767		09/24/2019	510-4410-405.61-01	1,486.98		
							2,973.96	*	2,973.96
8939	3315	ONLINE INFORMATION SERVIC	001681		09/24/2019	508-4810-478.31-46	114.89		
			001682		09/24/2019	508-4810-478.31-46	184.75		
							299.64	*	299.64
8940	3767	PATRICK MARTINEZ	001746		09/24/2019	101-2030-423.55-00	338.79		
			001747		09/24/2019	101-2025-424.55-00	338.79		
			001748		09/24/2019	101-1040-417.55-00	338.79		
			001749		09/24/2019	101-1035-416.55-00	338.80		

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8940	3767	PATRICK MARTINEZ					1,355.17	*	1,355.17
8941	1	PAYNE, RONALD L/AMANDA MO UT			09/24/2019	501-0000-211.00-00	48.08		
							48.08	*	48.08
8942	147	PING INC.	001508		09/24/2019	507-5762-454.44-10	478.50		
			001685		09/24/2019	507-5762-454.44-10	111.38		
			001686		09/24/2019	507-5762-454.44-10	455.73		
							1,045.61	*	1,045.61
8943	245	PREMIER GOLF CARS INC.	001436		09/24/2019	507-5762-454.60-16	369.71		
			001684		09/24/2019	507-5762-454.60-16	377.48		
							747.19	*	747.19
8944	1927	PRESTIGE FLAG	001683		09/24/2019	507-5761-453.43-17	787.21		
							787.21	*	787.21
8945	15	QUILL CORP.	001437		09/24/2019	503-4720-475.61-01	101.27		
			001438		09/24/2019	101-2025-424.61-01	46.96		
			001439		09/24/2019	510-4410-405.61-01	143.26		
			001440		09/24/2019	510-4410-405.61-01	228.33		
			001441		09/24/2019	510-4410-405.61-01	137.76		
			001687		09/24/2019	508-4810-478.61-01	87.25		
			001688		09/24/2019	510-4410-405.61-01	53.86		
			001689		09/24/2019	510-4410-405.61-01	189.62		
			001690		09/24/2019	510-4410-405.61-01	84.02		
			001691		09/24/2019	101-2025-424.61-02	283.55		
			001692		09/24/2019	503-4720-475.61-01	150.83		
			001693		09/24/2019	101-1025-415.61-01	203.64		
			001694		09/24/2019	101-1035-416.61-01	38.79		
			001695		09/24/2019	101-1040-417.61-01	38.79		
			001696		09/24/2019	101-2030-423.61-01	382.40		
			001697		09/24/2019	510-4410-405.61-01	258.64		
			001698		09/24/2019	508-4810-478.61-34	21.54		
			001699		09/24/2019	510-4410-405.61-06	142.83		
			001700		09/24/2019	101-1025-415.61-01	88.05		
			001701		09/24/2019	101-1025-415.61-01	38.75		
							2,720.14	*	2,720.14
8946	818	R & R PRODUCTS INC.	001703		09/24/2019	507-5761-453.61-12	85.65		
							85.65	*	85.65
8947	2861	REINKE A/C CORP.	001702		09/24/2019	510-4410-405.43-01	85.00		
							85.00	*	85.00
8948	3558	RICK DANIELS	001727		09/24/2019	101-1020-413.55-00	24.71		
							24.71	*	24.71
8949	1	RIO DEL SOL INN	UT		09/24/2019	501-0000-211.00-00	1,204.20		
							1,204.20	*	1,204.20

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8950	255	RIVER VALLEY AIR CONDITIO	001442		09/24/2019	580-4750-473.54-62	7,100.00		
			001509		09/24/2019	580-4750-473.54-62	6,800.00		
							13,900.00	*	13,900.00
8951	3860	RMT EQUIPMENT	001869		09/24/2019	507-5761-453.43-04	76.50		
							76.50	*	76.50
8952	258	ROBERT S. LYNCH	001582		09/24/2019	580-4750-473.31-50	29.99		
							29.99	*	29.99
8953	2468	RON'S TIRE PRO'S	001510		09/24/2019	511-3021-432.43-25	608.40		
			001511		09/24/2019	511-3021-432.43-36	256.75		
							865.15	*	865.15
8954	3361	S.B.COUNTY SHERIFF'S DEPA	001513		09/24/2019	101-2010-421.31-80	205,995.00		
			001514		09/24/2019	225-2010-421.31-81	9,814.89		
			001515		09/24/2019	101-2010-421.43-03	3,926.05		
			001516		09/24/2019	101-2010-421.62-00	10,616.80		
			001517		09/24/2019	225-2010-421.31-81	12,305.87		
							242,658.61	*	242,658.61
8955	2589	SAN BERNARDINO COUNTY	001872		09/24/2019	101-2020-423.62-00	34.04		
			001873		09/24/2019	101-2025-424.62-00	111.27		
			001874		09/24/2019	101-2030-423.62-00	168.69		
			001875		09/24/2019	101-3010-431.62-00	1,031.82		
			001876		09/24/2019	101-5772-452.62-00	354.25		
			001877		09/24/2019	206-5771-452.62-00	124.99		
			001878		09/24/2019	502-4710-471.62-00	599.25		
			001879		09/24/2019	503-4720-475.62-00	495.64		
			001880		09/24/2019	507-5761-453.62-00	452.98		
			001881		09/24/2019	508-4810-478.62-00	179.37		
			001882		09/24/2019	580-4750-473.62-00	1,766.61		
							5,318.91	*	5,318.91
8956	284	SOUTHWEST GAS CORP.	001721		09/24/2019	101-3010-431.41-60	46.17		
			001722		09/24/2019	510-4410-405.41-60	46.22		
			001723		09/24/2019	507-5761-453.41-50	49.73		
							142.12	*	142.12
8957	3837	SOUTHWEST GROUND WATER	PI0016	020009	09/24/2019	502-4710-471.32-10	4,837.50		
							4,837.50	*	4,837.50
8958	3605	STATEWIDE TRAFFIC SAFETY	001443		09/24/2019	101-3010-431.61-05	94.47		
			001444		09/24/2019	101-3010-431.61-05	324.76		
			001445		09/24/2019	101-3010-431.61-05	1,048.12		
			001446		09/24/2019	101-3010-431.60-12	957.39		
			PI0017	020018	09/24/2019	101-3010-431.60-11	8,115.00		
			001768		09/24/2019	101-2025-424.53-00	529.43		
							11,069.17	*	11,069.17

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8959	3859	SUNSHINE GOLF, LLC	001524		09/24/2019	507-5762-454.44-10	1,200.00		
							1,200.00	*	1,200.00
8960	3851	SY FOLEY	001512		09/24/2019	503-4720-475.55-00	317.81		
							317.81	*	317.81
8961	779	THATCHER COMPANY	001519		09/24/2019	502-4710-471.60-32	1,714.04		
							1,714.04	*	1,714.04
8962	3693	TRI STATE COMMUNITY HEALT	001769		09/24/2019	507-5761-453.31-20	150.00		
							150.00	*	150.00
8963	772	TRI-STATE BUILDING MATERI	001449		09/24/2019	101-5770-452.43-02	415.34		
							415.34	*	415.34
8964	2819	TRI-STATE HOSE & FITTINGS	001447		09/24/2019	511-3021-432.43-26	58.68		
			001448		09/24/2019	511-3021-432.43-36	119.72		
							178.40	*	178.40
8965	2798	U.S. DEPARTMENT OF ENERGY	001554		09/24/2019	580-4750-473.63-10	6,407.50		
			001866		09/24/2019	580-4750-473.63-10	5,690.83		
			001867		09/24/2019	580-4750-473.60-55	231.54		
							12,329.87	*	12,329.87
8966	3825	ULTRA PEST CONTROL, LLC	001719		09/24/2019	101-5774-452.43-18	45.00		
							45.00	*	45.00
8967	315	UNDERGROUND SERVICE ALERT	001771		09/24/2019	502-4710-471.43-04	17.63		
			001772		09/24/2019	503-4720-475.49-14	17.63		
			001773		09/24/2019	580-4750-473.49-14	17.64		
			001774		09/24/2019	502-4710-471.43-04	9.03		
			001775		09/24/2019	503-4720-475.49-14	9.03		
			001776		09/24/2019	580-4750-473.49-14	9.04		
							80.00	*	80.00
8968	3830	UNIFIRST CORPORATION							
8969	3830	UNIFIRST CORPORATION	001450		09/24/2019	503-4720-475.61-04	16.10		VOIDED
			001451		09/24/2019	101-5774-452.61-06	7.00		
			001452		09/24/2019	508-4810-478.61-04	9.77		
			001453		09/24/2019	101-3010-431.61-04	79.25		
			001454		09/24/2019	507-5762-454.61-07	7.00		
			001523		09/24/2019	502-4710-471.61-04	26.52		
			001527		09/24/2019	101-5774-452.61-06	7.00		
			001528		09/24/2019	508-4810-478.61-04	9.77		
			001529		09/24/2019	101-3010-431.61-04	74.94		
			001530		09/24/2019	503-4720-475.61-04	16.10		
			001531		09/24/2019	507-5761-453.61-04	43.22		
			001532		09/24/2019	101-5772-452.61-04	23.28		
			001533		09/24/2019	508-4810-478.61-04	9.77		
			001534		09/24/2019	502-4710-471.61-04	26.52		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8969	3830	UNIFIRST CORPORATION	001535		09/24/2019	101-3010-431.61-04	220.13		
			001536		09/24/2019	507-5762-454.61-06	7.00		
			001537		09/24/2019	101-3010-431.61-04	74.94		
			001538		09/24/2019	503-4720-475.61-04	16.10		
			001539		09/24/2019	507-5762-454.61-06	7.00		
			001540		09/24/2019	580-4750-473.61-04	97.95		
			001541		09/24/2019	580-4750-473.61-04	97.95		
			001542		09/24/2019	580-4750-473.61-04	97.95		
			001543		09/24/2019	502-4710-471.61-04	26.52		
			001544		09/24/2019	101-3010-431.61-04	73.34		
			001545		09/24/2019	101-5774-452.61-06	7.00		
			001546		09/24/2019	101-5774-452.61-06	7.00		
			001547		09/24/2019	507-5761-453.61-04	61.44		
			001548		09/24/2019	101-5772-452.61-04	26.88		
			001549		09/24/2019	507-5761-453.61-04	61.44		
			001550		09/24/2019	507-5761-453.61-04	43.22		
			001551		09/24/2019	101-5772-452.61-04	23.28		
			001710		09/24/2019	101-5772-452.61-04	25.81		
			001711		09/24/2019	507-5761-453.61-04	25.81		
			001712		09/24/2019	101-5772-452.61-04	24.01		
			001713		09/24/2019	507-5761-453.61-04	37.73		
			001714		09/24/2019	101-5772-452.61-04	23.28		
			001715		09/24/2019	507-5761-453.61-04	23.28		
			001716		09/24/2019	507-5761-453.61-04	80.81		
			001717		09/24/2019	508-4810-478.61-04	9.77		
			001718		09/24/2019	507-5762-454.61-06	7.00		
			001777		09/24/2019	503-4720-475.61-04	33.43		
							1,596.31	*	1,596.31
8970	3571	URBAN FUTURES, INC.	001520		09/24/2019	270-4631-463.31-50	120.00		
							120.00	*	120.00
8971	761	USA BLUE BOOK INC.	001522		09/24/2019	503-4720-475.61-21	12.26		
							12.26	*	12.26
8972	1741	V & L LASER LLC	001521		09/24/2019	510-4410-405.61-03	99.00		
							99.00	*	99.00
8973	2469	VERIZON WIRELESS	001778		09/24/2019	580-4750-473.52-10	70.28		
							70.28	*	70.28
8974	3528	WESTERN ENVIRONMENTAL TES	001455		09/24/2019	503-4720-475.59-75	118.00		
			001456		09/24/2019	502-4710-471.59-75	65.32		
			001779		09/24/2019	502-4710-471.59-75	190.00		
			001780		09/24/2019	502-4710-471.59-75	276.80		
			001781		09/24/2019	502-4710-471.59-75	293.00		
			001782		09/24/2019	502-4710-471.59-75	114.00		
			001868		09/24/2019	503-4720-475.59-75	118.00		
							1,175.12	*	1,175.12

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8975	3573	WREGIS	001720		09/24/2019	580-4750-473.63-08	175.00		
							175.00	*	175.00
8976	3828	3D-NETWORKS LLC	001518		09/24/2019	509-4910-479.31-90	1,425.00		
			001770		09/24/2019	509-4910-479.31-90	1,025.00		
							2,450.00	*	2,450.00
						BANK/CHECK TOTAL	606,852.77		606,852.77
						ALL BANKS/CHECKS TOTAL	606,852.77		606,852.77

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR SEPTEMBER 24 , 2019

		DEPT. AMT.	FUND AMT.	24-Sep	19-20 BUDGET
FUND 101	GENERAL FUND				
101.1015.412	CITY ATTORNEY			$ 7,083.00	$85,000
101.1020.413	CITY MANAGER			$ 12,387.75	$171,333
101.1025.415	FINANCE DEPT.			$ 21,463.99	$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR			$ 4,722.50	$131,018
101.1035.416	PLANNING /ZONING	$ 17,914.89		$ 7,295.25	$195,144
101.1040.417	ENGINEERING			$ 10,555.92	$151,111
101.1060.410	COMMUNITY PROMOTIONS			$ 1,297.50	$60,250
101.1070.410	SENIOR CENTER			$ 59,507.14	$1,262,304
101.2010.421	SHERIFF			$ 206,002.00	$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL			$ 14,181.88	$168,809
101.2025.424	BULDING & SAFETY			$ 17,798.28	$307,623
101.2030.423	CODE ENFORCEMENT			$ 256,546.37	$3,554,200
101.3010.431	PUBLIC WORKS			$ 29,393.00	$509,766
101.4730.472	SANITATION			$ 9,827.94	$129,447
101.5770.452.	AQUATICS			$ 27,887.07	$166,174
101.5772.452	PARKS			$ 14,588.21	$353,744
101.5773.452	JACK SMITH PARK MARINA			$ 10,172.59	$111,501
101.5774.452	RECREATION			$ 15,378.50	$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 17,914.89	$ 461,100.82	$6,820,004
FUND 205	CDBG		$ -	$ -	$0
FUND 206	CEMETERY		$ -	$ 4,776.08	$123,773
FUND 209	NARCOTICS FORFEITURE		$ -	$ -	$9,778
FUND 210	SPECIAL GAS TAX		$ -	$ 11,762.00	$226,898
FUND 212	AIR QUALITY (MDAQD)		$ -	$ -	$0
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ 40,000.00	$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ -	$ 6,108.86	$220,000
FUND 235	INTERSTATE COMM/I40 J ST.		$ -	$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ 416.00	$5,000
FUND 240	EL GARCES INTERMODAL		$ -	$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ -	$0
FUND 270	REDEVELOPMENT AGENCY		$ -	$ 9,576.29	$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$0
FUND 501	NPUA		$ -	$ 720,888.78	$12,449,567
FUND 502	WATER DEPARTMENT		$ -	$ 89,674.26	$1,665,186
FUND 503	WASTEWATER DEPARTMENT		$ -	$ 66,618.96	$1,067,861
FUND 505	SANITATION		$ -	$ 23,746.53	$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		$ -	$ 4,093.68	$762,261
FUND 507	GOLF FUND	0			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ -	$ -	$ 30,069.47	$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ -		$ 12,925.71	$272,443
FUND 507	GOLF FUND TOTAL		$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 22,465.77	$ 22,440.81	$453,742
FUND 509	MIS		$ -	$ 11,243.25	$169,000
FUND 510	ADMIN. FACILITY		$ -	$ 14,387.79	$175,703
FUND 511	FLEET MANAGEMENT		$ -	$ 3,574.08	$261,552
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$0
FUND 520	SR DIAL A RIDE		$ -	$ 614.00	$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ -	$ 287.00	$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ -	$ 14,712.00	$383,487
FUND 580	ELECTRIC		$ 39,949.87	$ 187,239.30	$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC		$ -	$ -	$0
FUND 582	NPUA CAPITAL WATER		$ -	$ -	$0
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$0
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ -	$0
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ -	$0
TOTAL	ALL FUNDS & DEPARTMENTS		$ 80,330.53	$ 1,736,255.67	$33,635,088

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City Council approved and amended FY 2018/2019 Budget.

Rick

Rick Daniels, City Manager — Date

Kippy Poulson, City Treasurer — Date 9/17/19

Sylvia Miledi 9/18/19

Sylvia Miledi, Director of Finance — Date

9/13/2019

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
8977	2341	00	ELECTROMARK COMPANY	09/24/2019	231.54	.00
8978	3682	00	EPIC ENGINEERING	09/24/2019	17,914.89	.00
8979	899	00	MCFARLAND CASCADE INC.	09/24/2019	27,620.00	.00
8980	3853	00	TRINITY CONSTRUCTION, INC.	09/24/2019	17,252.32	.00
8981	3853	00	TRINITY CONSTRUCTION, INC.	09/24/2019	5,213.45	.00
8982	2798	00	U.S. DEPARTMENT OF ENERGY	09/24/2019	12,098.33	.00

NUMBER OF CHECKS 6 GRAND TOTAL 80,330.53

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
8977	2341	ELECTROMARK COMPANY	001885		09/24/2019	580-4750-473.60-55	231.54		
							231.54	*	231.54
8978	3682	EPIC ENGINEERING	PI0024	020013	09/24/2019	101-1035-416.31-09	17,914.89		
							17,914.89	*	17,914.89
8979	899	MCFARLAND CASCADE INC.	PI0025	020017	09/24/2019	580-4750-473.60-55	27,620.00		
							27,620.00	*	27,620.00
8980	3853	TRINITY CONSTRUCTION, INC	PI0022	020003	09/24/2019	508-4810-478.72-11	17,252.32		
							17,252.32	*	17,252.32
8981	3853	TRINITY CONSTRUCTION, INC	PI0023	020003	09/24/2019	508-4810-478.72-11	5,213.45		
							5,213.45	*	5,213.45
8982	2798	U.S. DEPARTMENT OF ENERGY	001883		09/24/2019	580-4750-473.63-10	5,690.83		
			001884		09/24/2019	580-4750-473.63-10	6,407.50		
							12,098.33	*	12,098.33
						BANK/CHECK TOTAL	80,330.53		80,330.53
						ALL BANKS/CHECKS TOTAL	80,330.53		80,330.53

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR SEPTEMBER 24, 2019

		DEPT. AMT.	FUND AMT.	24-Sep	19-20 BUDGET
FUND 101	GENERAL FUND	$ 1,793.26			
101.1015.412	CITY ATTORNEY			$ 7,083.00	$85,000
101.1020.413	CITY MANAGER	$ 1,024.22		$ 8,634.25	$171,333
101.1025.415	FINANCE DEPT.	$ 3,214.01		$ 14,423.15	$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 155.43		$ 2,448.73	$131,018
101.1035.416	PLANNING /ZONING	$ 543.41		$ 4,670.00	$195,144
101.1040.417	ENGINEERING	$ 907.99		$ 7,813.07	$151,111
101.1060.410	COMMUNITY PROMOTIONS			$ 1,297.50	$60,250
101.1070.410	SENIOR CENTER	$ (1,182.08)		$ 1,227.21	$1,262,304
101.2010.421	SHERIFF			$ 206,002.00	$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL	$ 142.47		$ 12,528.50	$168,809
101.2025.424	BULDING & SAFETY	$ 1,808.74		$ 15,597.24	$307,623
101.2030.423	CODE ENFORCEMENT	$ 3,582.61		$ 16,047.28	$3,554,200
101.3010.431	PUBLIC WORKS	$ 718.83		$ 21,382.69	$509,766
101.4730.472	SANITATION	$ 397.30		$ 3,231.22	$129,447
101.5770.452.	AQUATICS			$ 26,675.30	$166,174
101.5772.452	PARKS	$ (8,326.29)		$ 11,706.13	$353,744
101.5773.452	JACK SMITH PARK MARINA	$ 1,353.59		$ 9,316.32	$111,501
101.5774.452	RECREATION	$ 1,458.61		$ 12,864.65	$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 7,592.10	$ 375,865.24	$6,820,004
FUND 205	CDBG		$ -	$ -	$0
FUND 206	CEMETERY		$ (3,520.44)	$ 3,962.35	$123,773
FUND 209	NARCOTICS FORFEITURE			$ -	$9,778
FUND 210	SPECIAL GAS TAX			$ 18,907.00	$226,898
FUND 212	AIR QUALITY (MDAQD)			$ -	$0
FUND 214	SANBAG NEW LOCAL MEAS I			$ 40,000.00	$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL			$ 6,108.86	$220,000
FUND 235	INTERSTATE COMM/I40 J ST.			$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT			$ 416.00	$5,000
FUND 240	EL GARCES INTERMODAL			$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM			$ -	$0
FUND 270	REDEVELOPMENT AGENCY		$ 1,209.52	$ 1,126.92	$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.			$ -	$0
FUND 501	NPUA		$ (394.01)	$ 721,192.87	$12,449,567
FUND 502	WATER DEPARTMENT		$ (14,592.21)	$ 31,650.80	$1,665,186
FUND 503	WASTEWATER DEPARTMENT		$ (9,432.70)	$ 40,843.39	$1,067,861
FUND 505	SANITATION			$ 3,785.09	$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		$ 299.12	$ 271.91	$762,261
FUND 507	GOLF FUND	$ 1,004.90			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ (9,246.23)		$ 10,852.69	$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ 1,088.73		$ 6,505.07	$272,443
FUND 507	GOLF FUND TOTAL		$ (7,152.60)		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 2,529.17	$ 2,250.03	$453,742
FUND 509	MIS			$ 2,366.63	$169,000
FUND 510	ADMIN. FACILITY		$ (3,567.08)	$ 7,105.72	$175,703
FUND 511	FLEET MANAGEMENT		$ 2,171.29	$ 4,555.87	$261,552
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$0
FUND 520	SR DIAL A RIDE		$ -	$ -	$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ -	$ -	$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ -		$383,487
FUND 580	ELECTRIC		$ 11,239.69	$ 86,485.60	$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC		$ -	$ -	$0
FUND 582	NPUA CAPITAL WATER		$ -	$ -	$0
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$0
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ -	$0
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ -	$0
TOTAL	ALL FUNDS & DEPARTMENTS		$ (13,618.15)	$ 1,364,252.04	$33,635,088

I certify that the expenditures/purchases to be paid by the warrants on this list have complied with the provisions of the City Code Chapter 8, Article II, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included within the City Council approved and amended FY 2018/2019 Budget.

Rick Daniels, City Manager — Date

Kippy Poulson, City Treasurer — Date 6/17/19

Sylvia Miledi 9/18/19
Sylvia Miledi, Director of Finance — Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
8885	3399	00	COURT-ORDERED DEBT COLLECTIONS	09/13/2019	50.24	.00
8886	3634	00	EMPOWER	09/13/2019	400.84	.00
8887	1305	00	GREAT WEST LIFE	09/13/2019	2,250.00	.00
8888	3248	00	PREFERRED BENEFIT INSURANCE ADMIN.	09/13/2019	2,744.34	.00
8889	1199	00	SBPEA TEAMSTERS LOCAL 1932	09/13/2019	673.17	.00
8890	3242	00	SDRMA	09/13/2019	53,407.14	.00
8891	3622	00	MILLER, TAYLOR	09/13/2019	346.12	.00
8892	3695	00	VINCE GARZA	09/13/2019	346.12	.00

NUMBER OF CHECKS 8 GRAND TOTAL 60,217.97

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
76*	1	JACOBSON, SAMANTHA	UT		04/12/2016	501-0000-211.00-00	73.12-	
							73.12- *	VOIDED
472*	1	KONDRATO, AMBER L.	UT		06/14/2016	501-0000-211.00-00	4.84-	
							4.84- *	VOIDED
678*	1	NELSON, SHANA	UT		06/30/2016	501-0000-211.00-00	2.83-	
							2.83- *	VOIDED
755*	1	MORSE, BECKI	UT		07/26/2016	501-0000-211.00-00	57.61-	
							57.61- *	VOIDED
1512*	1	ANDREWS, RYAN	UT		11/22/2016	501-0000-211.00-00	8.79-	
							8.79- *	VOIDED
1699*	1	PORTER, CARL (DECEASED)	UT		12/09/2016	501-0000-211.00-00	246.82-	
							246.82- *	VOIDED
8427*	3785	MOHAVE VALLEY SCALE	009187		07/09/2019	101-2020-423.58-00	11.30-	
							11.30- *	VOIDED
8535*	1952	ON LINE CONTRACTING	009549		07/23/2019	508-4810-478.31-46	485.20-	
							485.20- *	VOIDED
8582*	2813	NUEA	000244		07/19/2019	101-0000-209.03-01	160.00-	
			000245		07/19/2019	507-0000-209.03-01	20.00-	
			000246		07/19/2019	508-0000-209.03-01	20.00-	
			000247		07/19/2019	580-0000-209.03-01	20.00-	
							220.00- *	VOIDED
8605*	3136	CITY OF NEEDLES	000256		08/13/2019	101-1025-415.31-90	275.00-	
			000254		08/13/2019	502-4710-471.80-41	9,630.60-	
			000255		08/13/2019	503-4720-475.80-41	3,545.27-	
							13,450.87- *	VOIDED
8645*	1786	NPUA	000413		08/13/2019	511-3020-432.43-29	38.31-	
			009907		08/13/2019	101-5772-452.41-10	50.74-	
			009908		08/13/2019	101-5772-452.41-20	205.05-	
			009909		08/13/2019	101-5772-452.41-10	40.61-	
			009910		08/13/2019	101-5772-452.41-20	228.37-	
			009887		08/13/2019	503-4720-475.41-10	32.34-	
			009898		08/13/2019	101-5772-452.41-10	50.34-	
			000525		08/13/2019	101-5773-452.41-10	62.26-	
			009834		08/13/2019	101-5772-452.41-20	192.35-	
			009835		08/13/2019	101-5772-452.41-30	72.50-	
			009833		08/13/2019	101-5772-452.41-10	165.18-	
			009832		08/13/2019	101-5772-452.41-10	48.89-	
			009831		08/13/2019	101-5772-452.41-10	140.00-	
			009822		08/13/2019	580-4750-473.41-11	46.74-	
			009901		08/13/2019	101-5772-452.41-20	536.48-	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
8645*	1786	NPUA	009821		08/13/2019	580-4750-473.41-11	58.82-	
			000473		08/13/2019	580-4750-473.41-11	56.46-	
			000474		08/13/2019	580-4750-473.41-11	61.03-	
			009820		08/13/2019	502-4710-471.41-10	41.55-	
			009889		08/13/2019	101-3010-431.41-10	43.69-	
			009912		08/13/2019	502-4710-471.41-10	55.97-	
			009914		08/13/2019	502-4710-471.41-10	40.70-	
			009913		08/13/2019	502-4710-471.41-10	2,295.00-	
			000312		08/13/2019	503-4720-475.41-10	133.45-	
			000313		08/13/2019	503-4720-475.41-20	309.32-	
			009842		08/13/2019	101-5772-452.41-20	1,086.09-	
			009843		08/13/2019	101-5772-452.41-30	13.92-	
			000475		08/13/2019	507-5762-454.41-10	1,179.84-	
			000476		08/13/2019	507-5762-454.41-20	223.15-	
			000477		08/13/2019	507-5762-454.41-30	217.50-	
			000470		08/13/2019	503-4720-475.41-10	59.57-	
			000471		08/13/2019	503-4720-475.41-20	302.49-	
			009904		08/13/2019	101-5772-452.41-20	54.84-	
			009902		08/13/2019	101-5772-452.41-20	821.27-	
			000467		08/13/2019	502-4710-471.41-10	6,964.21-	
			009911		08/13/2019	502-4710-471.41-10	29.82-	
			000315		08/13/2019	503-4720-475.41-10	323.45-	
			000316		08/13/2019	503-4720-475.41-20	70.56-	
			009886		08/13/2019	503-4720-475.41-10	42.49-	
			009918		08/13/2019	503-4720-475.41-20	41.02-	
			009905		08/13/2019	101-5772-452.41-10	122.51-	
			009906		08/13/2019	101-5772-452.41-20	52.86-	
			009903		08/13/2019	507-5761-453.41-20	12,333.48-	
			000472		08/13/2019	580-4750-473.41-11	37.07-	
			009891		08/13/2019	101-5772-452.41-20	2,274.03-	
			009892		08/13/2019	101-5772-452.41-10	274.36-	
			009900		08/13/2019	101-5772-452.41-10	405.60-	
			009890		08/13/2019	101-3010-431.41-20	500.08-	
			009826		08/13/2019	101-5772-452.41-10	46.64-	
			009827		08/13/2019	101-5772-452.41-20	66.12-	
			009844		08/13/2019	101-5772-452.41-10	61.13-	
			009839		08/13/2019	101-5772-452.41-20	217.67-	
			000318		08/13/2019	510-4410-405.41-10	1,239.74-	
			000319		08/13/2019	510-4410-405.41-20	224.84-	
			000320		08/13/2019	510-4410-405.41-30	2,102.50-	
			000468		08/13/2019	580-4750-473.41-11	29.26-	
			009823		08/13/2019	101-1070-410.41-10	911.39-	
			009824		08/13/2019	101-1070-410.41-20	198.19-	
			009825		08/13/2019	101-1070-410.41-30	72.50-	
			009828		08/13/2019	101-5772-452.41-10	183.37-	
			009829		08/13/2019	101-5772-452.41-20	1,434.60-	
			009830		08/13/2019	101-5772-452.41-30	72.50-	
			009915		08/13/2019	206-5771-452.41-10	32.23-	
			009916		08/13/2019	206-5771-452.41-20	4,077.54-	
			009917		08/13/2019	206-5771-452.41-30	72.50-	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
8645*	1786	NPUA	009841		08/13/2019	101-5772-452.41-20	203.48-	
			009838		08/13/2019	101-5772-452.41-20	40.71-	
			009899		08/13/2019	101-5772-452.41-10	485.33-	
			000409		08/13/2019	101-2020-423.41-10	271.46-	
			000410		08/13/2019	101-2020-423.41-20	44.55-	
			000411		08/13/2019	101-2020-423.41-30	145.00-	
			000412		08/13/2019	101-2020-423.41-10	12.70-	
			000469		08/13/2019	580-4750-473.41-11	2,439.46-	
			000317		08/13/2019	580-4750-473.41-11	29.82-	
			009895		08/13/2019	507-5761-453.41-20	72.74-	
			009888		08/13/2019	101-3010-431.41-10	900.58-	
			009837		08/13/2019	101-5772-452.41-20	47.37-	
			009840		08/13/2019	101-5772-452.41-10	56.57-	
			000314		08/13/2019	503-4720-475.41-10	6,133.89-	
			009896		08/13/2019	507-5761-453.41-20	40.87-	
			009897		08/13/2019	507-5761-453.41-20	45.59-	
			009893		08/13/2019	101-5772-452.41-10	29.82-	
			009894		08/13/2019	101-5772-452.41-10	577.84-	
			009836		08/13/2019	101-5772-452.41-20	53.88-	
							55,110.74- *	VOIDED
8659*	1733	SAN BERNARDINO COUNTY REC	000506		08/13/2019	101-0000-204.93-00	2,854.75-	
							2,854.75- *	VOIDED
8676*	3830	UNIFIRST CORPORATION	000523		08/13/2019	101-5774-452.65-10	149.51-	
			000378		08/13/2019	101-3010-431.61-04	74.94-	
			000500		08/13/2019	580-4750-473.61-04	97.95-	
			000370		08/13/2019	507-5761-453.61-04	43.22-	
			000371		08/13/2019	101-5772-452.61-04	23.28-	
			000368		08/13/2019	101-3010-431.61-04	74.94-	
			000367		08/13/2019	508-4810-478.61-04	9.77-	
			000501		08/13/2019	580-4750-473.61-04	97.95-	
			000366		08/13/2019	101-5774-452.61-06	7.00-	
			000372		08/13/2019	507-5761-453.61-04	43.22-	
			000373		08/13/2019	101-5772-452.61-04	23.28-	
			000376		08/13/2019	101-3010-431.61-04	220.13-	
			000377		08/13/2019	507-5762-454.61-06	7.00-	
			000374		08/13/2019	508-4810-478.61-04	9.77-	
			000502		08/13/2019	580-4750-473.61-04	97.95-	
			000375		08/13/2019	502-4710-471.61-04	26.52-	
			000522		08/13/2019	101-5774-452.61-06	7.00-	
			000542		08/13/2019	507-5761-453.61-04	61.44-	
			000369		08/13/2019	503-4720-475.61-04	16.10-	
			000504		08/13/2019	101-3010-431.61-04	73.34-	
			000499		08/13/2019	507-5762-454.61-06	7.00-	
			000503		08/13/2019	502-4710-471.61-04	26.52-	
			000529		08/13/2019	101-5774-452.61-06	7.00-	
			000540		08/13/2019	507-5761-453.61-04	61.44-	
			000541		08/13/2019	101-5772-452.61-04	26.88-	
			000408		08/13/2019	503-4720-475.61-04	16.10-	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8676*	3830	UNIFIRST CORPORATION					1,309.25-	*	VOIDED
8885	3399	COURT-ORDERED DEBT COLLEC	001787		09/13/2019	101-0000-209.01-00	50.24		
							50.24	*	50.24 1
8886	3634	EMPOWER	001799		09/13/2019	101-0000-209.01-00	9.94		
			001800		09/13/2019	101-0000-209.01-00	64.82		
			001801		09/13/2019	580-0000-209.01-00	170.90		
			001802		09/13/2019	580-0000-209.01-00	53.93		
			001803		09/13/2019	580-0000-209.01-00	101.25		
							400.84	*	400.84 1
8887	1305	GREAT WEST LIFE	001861		09/13/2019	101-0000-209.03-01	1,290.00		
			001862		09/13/2019	502-0000-209.03-01	50.00		
			001863		09/13/2019	507-0000-209.03-01	140.00		
			001864		09/13/2019	580-0000-209.03-01	770.00		
							2,250.00	*	2,250.00 1
8888	3248	PREFERRED BENEFIT INSURAN	001837		09/13/2019	101-1020-413.24-10	60.52		
			001838		09/13/2019	101-1025-415.24-10	79.19		
			001839		09/13/2019	101-1030-414.24-10	10.68		
			001840		09/13/2019	101-1035-416.24-10	34.08		
			001841		09/13/2019	101-1040-417.24-10	56.33		
			001842		09/13/2019	101-2020-423.24-10	33.80		
			001843		09/13/2019	101-2025-424.24-10	124.77		
			001844		09/13/2019	101-2030-423.24-10	283.28		
			001845		09/13/2019	101-3010-431.24-10	97.90		
			001846		09/13/2019	101-4730-472.24-10	21.18		
			001847		09/13/2019	101-5772-452.24-10	120.15		
			001848		09/13/2019	101-5773-452.24-10	89.00		
			001849		09/13/2019	101-5774-452.24-10	42.70		
			001850		09/13/2019	206-5771-452.24-10	35.60		
			001851		09/13/2019	270-4631-463.24-10	71.20		
			001852		09/13/2019	502-4710-471.24-10	281.00		
			001853		09/13/2019	503-4720-475.24-10	92.63		
			001854		09/13/2019	506-4713-477.24-10	13.52		
			001855		09/13/2019	507-5761-453.24-10	210.00		
			001856		09/13/2019	507-5762-454.24-10	89.00		
			001857		09/13/2019	508-4810-478.24-10	169.00		
			001858		09/13/2019	511-3020-432.24-10	67.60		
			001859		09/13/2019	580-4750-473.24-10	661.21		
							2,744.34	*	2,744.34 1
8889	1199	SBPEA TEAMSTERS LOCAL 193	001788		09/13/2019	101-0000-209.03-01	302.25		
			001789		09/13/2019	101-0000-209.03-01	16.88		
			001790		09/13/2019	502-0000-209.03-01	95.71		
			001791		09/13/2019	503-0000-209.03-01	17.48		
			001792		09/13/2019	507-0000-209.03-01	66.80		
			001793		09/13/2019	508-0000-209.03-01	28.91		
			001794		09/13/2019	580-0000-209.03-01	145.14		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8889	1199	SBPEA TEAMSTERS LOCAL 193					673.17	*	673.17 1
8890	3242	SPECIAL DISTRICT RISK	001804		09/13/2019	101-1020-413.24-10	963.70		
			001805		09/13/2019	101-1025-415.24-10	3,409.82		
			001806		09/13/2019	101-1030-414.24-10	144.75		
			001807		09/13/2019	101-1035-416.24-10	509.33		
			001808		09/13/2019	101-1040-417.24-10	851.66		
			001809		09/13/2019	101-2020-423.24-10	593.68		
			001810		09/13/2019	101-2025-424.24-10	1,683.97		
			001811		09/13/2019	101-2030-423.24-10	3,299.33		
			001812		09/13/2019	101-3010-431.24-10	2,508.63		
			001813		09/13/2019	101-4730-472.24-10	376.12		
			001814		09/13/2019	101-5772-452.24-10	2,040.02		
			001815		09/13/2019	101-5773-452.24-10	1,326.85		
			001816		09/13/2019	101-5774-452.24-10	1,586.42		
			001817		09/13/2019	101-0000-209.03-01	3,073.88		
			001818		09/13/2019	206-5771-452.24-10	535.43		
			001819		09/13/2019	206-0000-209.03-01	90.80		
			001820		09/13/2019	270-4631-463.24-10	964.98		
			001821		09/13/2019	270-0000-209.03-01	173.34		
			001822		09/13/2019	502-4710-471.24-10	2,862.57		
			001823		09/13/2019	502-0000-209.03-01	537.16		
			001824		09/13/2019	503-0000-209.03-01	222.54		
			001825		09/13/2019	506-4713-477.24-10	237.48		
			001826		09/13/2019	506-0000-209.03-01	48.12		
			001827		09/13/2019	507-5761-453.24-10	3,245.77		
			001828		09/13/2019	507-0000-209.03-01	601.42		
			001829		09/13/2019	507-5762-454.24-10	2,634.22		
			001830		09/13/2019	507-0000-209.03-01	216.68		
			001831		09/13/2019	508-4810-478.24-10	2,495.04		
			001832		09/13/2019	508-0000-209.03-01	360.96		
			001833		09/13/2019	511-3020-432.24-10	2,021.68		
			001834		09/13/2019	511-0000-209.03-01	120.32		
			001835		09/13/2019	580-4750-473.24-10	10,582.33		
			001836		09/13/2019	580-0000-209.03-01	1,827.44		
			001860		09/13/2019	503-4720-475.24-10	1,260.70		
							53,407.14	*	53,407.14 1
8891	3622	TAYLOR MILLER	001526		09/13/2019	502-4710-471.55-00	346.12		
							346.12	*	346.12 1
8892	3695	VINCE GARZA	001525		09/13/2019	502-4710-471.55-00	346.12		
							346.12	*	346.12 1
						BANK/CHECK TOTAL	13,618.15-		60,217.97
						ALL BANKS/CHECKS TOTAL	13,618.15-		60,217.97 1

net

LIVE checks

VOIDS = 73,836.12

ORDINANCE NUMBER 624-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDING CHAPTER 14, ARTICLE III, ENTITLED "GRAFFITI PROHIBITION AND REMOVAL", IN THE NEEDLES MUNICIPAL CODE

WHEREAS, vandalism, whether graffiti or damage or destruction of public property, costs the City of Needles thousands of dollars each year; and

WHEREAS, the City's operating policy is to immediately correct or repair the damage and report it to law enforcement for prosecution; and

WHEREAS, City Council, at the April 23, 2019, meeting gave direction to staff to draft an ordinance to provide additional enforcement tools to protect public and private property from acts of vandalism and defacement, including the application of graffiti on privately and publicly owned walls and structures; and

WHEREAS, a public hearing notice for the City Council meeting was published in the Needles Desert Star on June 26, 2019, posted in two conspicuous locations; and

WHEREAS, on July 9, 2019, the City Council held a duly noticed and advertised a public hearing to receive oral and written testimony relative to the amendment to the Needles Municipal Code (NMC); and

WHEREAS, said public hearing was continued to August 13, 2019 and further continued to September 10, 2019; and

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

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

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

 9-24-19 #3

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

SECTION 4. **Chapter 14, Article III. GRAFFITI PROHIBITION AND REMOVAL.** The City Council hereby repeals Chapter 14, Article III "Graffiti Prohibition and Removal" from the City of Needles Municipal Code and replaces it as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

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

SECTION 6. **Effective Date.** This action shall become final and effective 30 days after this decision by the City Council as provided by the Needles City Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of September 2019, by the following roll call vote:

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

PASSED, APPROVED AND ADOPTED, at a regular meeting of the City Council of the City of Needles, California, held on the of 24 of September 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor Jeff Williams

ATTEST:

City Clerk Dale Jones, CMC

APPROVED AS TO FORM:

City Attorney John O. Pinkney

EXHIBIT "A"
to Ordinance No. 624-AC

Article III. Graffiti Prohibition and Removal.

Sec. 14-55. Purpose and intent. The City Council of the City hereby specifically finds that Graffiti on public property is a blighting factor which not only depreciates the value of the property which has been the target of such vandalism but also depreciates the value of the adjacent and surrounding properties so as to create a negative impact upon the entire City.

California Government Code section 53069.3 authorizes the City, under certain circumstances, to provide for the removal of Graffiti and other inscribed materials from private as well as public property. The Council finds and determines that Graffiti is obnoxious and a public nuisance and unless the City causes it to be removed from public and private property, it tends to remain. Other properties then become the target of Graffiti with the result that entire neighborhoods are affected and become less desirable places in which to be. Graffiti also has been found to be a means of identification utilized by gangs and its presence may encourage further gang-related activities.

It is the purpose and intent of the City Council, through the adoption of the ordinance codified in this article, to provide additional enforcement tools to protect public and private property from acts of vandalism and defacement, including the application of Graffiti on privately and publicly owned walls and structures. Such acts are hostile to and destructive of the rights and values of private property owners as well as the total community. It is the further intent of the City Council, through the adoption of the ordinance codified in this article, to provide notice to all of those who disregard the property rights of others, that the law enforcement agencies of the City, the sheriff's department and the district attorney's office, will strictly enforce the law and vigorously prosecute those persons engaged in the defacement of public and private properties.

Government Code sections 38772, 38773.2, and 38773.6 authorize cities to adopt ordinances making the expense of abating Graffiti caused by certain Minors (1) a personal obligation of the Minor and of the parents or guardians having custody and control of the Minor, and (2) a lien or special assessment against property of the Minor and property of the parents or guardians having custody and control of the Minor. Welfare and Institutions Code section 742.14 authorizes cities to adopt ordinances electing to have the probation officer of the county recoup for it, through juvenile court proceedings in accordance with Welfare and Institutions Code section 742.16, its costs associated with Graffiti damage caused by certain Minors. Among other things, this chapter is intended to implement such statutory provisions. (Ord. No. 432-AC, (part).)

Sec. 14-56. Definitions. As used in this article, the following words and phrases shall have the meanings ascribed to them in this section:

"Abatement and Related Administrative Costs" means all City costs associated with damage caused by Graffiti, including but not limited to court costs, attorney's fees, cost of

removal of Graffiti or other inscribed material, cost of repair and replacement of property defaced by Graffiti that cannot be removed cost effectively, and law enforcement time incurred by or charged to the City for identifying and apprehending the person(s) who caused the Graffiti.

"Aerosol Paint Containers" means any aerosol container which is adapted or made for the purpose of spraying paint or other substance capable of defacing property.

"Felt Tip Marker" means any tipped style marker or similar implement with a tip which at its broadest width, is one-eighth inch or greater.

"Graffiti" means any inscription, word, figure, or design that is marked, etched, scratched, drawn, painted, pasted or otherwise affixed to or on any surface, regardless of the nature of the material of that structural component, to the extent the same was not authorized in advance by the owner thereof, or, despite advance authorization, is otherwise deemed by the City Council to be a public nuisance.

"Graffiti Implement" means any implement capable of marking a surface to create Graffiti including, but not limited to, Aerosol Paint Containers, Paint Sticks, felt-tip markers or marking pens, marking instruments, drill bits, grinding stones, scribes, glass cutters, or etching tools, or other similar implements capable of scarring glass, metal, concrete, stucco, wood or similar surfaces.

"Minor" has the same meaning as specified in Government Code Section 38772.

"Owner's Representative" means any person or entity expressly authorized by the owner of any property to permit another person to place inscriptions, words, figures or designs upon such property, or any person or entity in lawful possession of any property, whose right of possession includes the authority to permit or allow inscriptions, words, figures or designs to be placed upon such property.

"Paint Stick" means a device containing a solid form of paint, wax, epoxy or other similar substance capable of being applied to a surface by pressure and, upon application, leaving a mark.

"Spray Actuator" (also known as a "spray tip," "nozzle" or "button") means an object which is capable of being attached to Aerosol Paint Containers for the purpose of spraying the substance contained therein

Sec. 14-57. Unlawful to Apply Graffiti. It shall be unlawful for any person to apply Graffiti to any trees or structures including, but not limited to, buildings, walls, fences, poles and signs ("structures" hereinafter in this article), located within the City. It shall also be unlawful for any person to apply or affix any adhesive backed label, sticker, "bumper sticker" or similar item, to any tree or structure not owned or lawfully possessed by such person. (Ord. No. 432-AC, (part).)

Sec. 14-58. Minors Prohibited from Possession Graffiti Implements.

(a) Possession of Graffiti Implements by Minors Prohibited. It shall be unlawful for any person under the age of eighteen years to have in his or her possession any Graffiti implement while upon public property or upon private property without the consent of the owner of such private property whose consent to such possession and presence is given in writing in advance. This provision shall not apply to the possession of Felt Tip Markers by Minors attending or traveling to or from a school at which the Minor is enrolled, if the Minor is participating in a class at said school which formally requires the possession of such Felt Tip Markers. The burden of proof in any prosecution for violation of this section shall be upon the Minor student to establish the need to possess a Felt Tip Marker. (Ord. No. 432-AC, (part).)

(b) Aerosol Paint Containers and Felt-Tip Markers—Sale to Persons Under Eighteen Years of Age Prohibited.

(1) No person shall sell or cause to be sold to any person under the age of eighteen years any Aerosol Paint Containers or Felt Tip Marker.

(2) Evidence that a person, his or her employee, or agent, demanded and was shown bona fide evidence of majority and acted upon such evidence of majority in a transaction or sale shall be a defense to any criminal prosecution thereof.

(3) Any person who owns, manages, or operates a place of business wherein Aerosol Paint Containers and Felt Tip Markers are sold shall post in a conspicuous place a sign in letters at least three-eighths of an inch high stating: "Any person who maliciously defaces real or personal property with paint or any other liquid is guilty of vandalism which is punishable by a fine, imprisonment, or both."

(c) Storage and Display of Aerosol Paint Containers and Felt Tip Markers. Every person who owns, conducts, operates or manages a retail commercial establishment selling Aerosol Paint Containers, or Felt Tip Markers or marker pens and Paint Sticks, or similar Graffiti Implements shall store or cause such containers or pens to be stored in an area viewable by, but not accessible to, the public in the regular course of business without an employee assistance, pending legal sale or disposition of such containers or pens. It is the intent of this section to permit, but not to require, the viewing of Aerosol Paint Containers and Felt Tip Markers or marker pens and Paint Sticks or similar Graffiti Implements while they are stored or displayed pending retail sale.

Sec. 14-59. Possession of Graffiti Implements Prohibited in Designated Public Places. It shall be unlawful for any person to have in his or her possession any Graffiti Implement while in any public park, playground, swimming pool, recreational facility, or while in or within ten feet of an underpass, bridge abutment, storm drain, or other similar type of infrastructure not normally used by the public, except as may be authorized by the City. (Ord. No. 432-AC, (part).)

Sec. 14-59.1. Possession of Spray Actuator Prohibited. It shall be unlawful for any person to possess any Spray Actuator, as defined in herein, for the purpose of defacing, marking or damaging any public or privately-owned property without the express consent of the owner of such property or the Owner's Representative

Sec. 14-60. Graffiti Removal Provisions.

(a) Declaration of Nuisance.

(1) Graffiti as a Nuisance. The City Council hereby declares and finds Graffiti located on public or privately-owned property within the City to be a nuisance subject to abatement according to the provisions and procedures herein contained and as authorized by California Government Code Section 38773, et seq.

(b) Right of City to Remove.

(1) Use of Public Funds. Whenever the City becomes aware, or is notified and determines that Graffiti is so located on public or privately owned property viewable from a public or quasi-public place within the City, the City shall be authorized to use public funds for the removal of same, or for the painting or repairing of same, but shall not authorize or undertake to provide for the painting or repair of any more extensive area than that where the Graffiti is located, unless the City Manager, or designee, determines in writing that a more extensive area is required to be repainted or repaired in order to avoid aesthetic disfigurement to the neighborhood or community, or unless the responsible party agrees to pay for the costs of repainting or repairing the more extensive area.

(2) Right of Entry on Private Property.

(A) Securing Owner Consent. Prior to entering upon private property or property owned by a public entity other than the City, for the purpose of removal of Graffiti, the City shall attempt to secure the consent of the responsible party, and a release of the City from liability for private or public property damage.

(B) Failure to Obtain Owner Consent. If a responsible party fails to remove the offending Graffiti within forty-eight hours, or if the City shall have requested consent to remove or paint over the offending Graffiti and the responsible party shall have refused consent for entry on terms acceptable to the City consistent with the terms of this section, the City may commence Abatement and Related Administrative Costs recovery proceedings for the removal of the Graffiti pursuant to the nuisance abatement authority granted by California Government Code Section 38773, et seq., which authority includes the recovery of all costs incurred by the City in abating Graffiti and recordation of a lien as to affected property.

(c) Ease of Removal Provisions.

(1) Common Utility Colors and Paint Type. Any gas, telephone, water, sewer, cable, and other utility operating in the City, other than an electric utility, shall paint their above-surface metal fixtures which are installed after the effective date of the ordinance codified in this article, with a uniform paint type and color as directed by the City Manager.

(2) Conditions on Encroachment Permits. Encroachment permits issued by the City may, among other things, be conditioned on (1) the permittee applying an anti-Graffiti

material to the encroachment object or structure of a type and nature that is acceptable to the City Manager, or his or her designee; (2) the immediate removal by the permittee of any Graffiti; (3) the right of the City to remove Graffiti or to paint the encroaching object or structure; (4) the permittee providing City with sufficient matching paint and/or anti-Graffiti material on demand for use in the painting of the encroaching object or structure containing Graffiti.

(3) Conditions on Discretionary Approvals. In imposing conditions upon conditional use permits, variances, building permits or other similar land use entitlements or development or design applications, the City may impose Graffiti removal requirements or any or all of the following conditions, or other similar or related conditions:

(A) Use of Anti-Graffiti Material. Applicant shall apply an anti-Graffiti material of a type and nature that is acceptable to the City Manager, or his or her designee, to such of the publicly viewable surfaces to be constructed on the site deemed by the City Manager, or designee, to be likely to attract Graffiti;

(B) Right of Access to Remove Graffiti. Applicant shall grant in writing, the right of entry over and access to such parcels, upon forty-eight (48) hours posted notice, by authorized City employees or agents, for the purpose of removing or "painting over" Graffiti previously designated by the City Manager, or designee. Such grant shall be made an express condition of approval and shall be deemed to run with the land;

(C) Supply City with Graffiti-Removal Material. Applicant, and any and all successors in interest, shall, for a specified period of years after approval, provide the City with sufficient matching paint and/or anti-Graffiti material on demand for use in the painting over or removal of designated Graffiti;

(D) Owner to Immediately Remove Graffiti. Persons applying for subdivision maps shall, as part of any conditions, covenants and restrictions, covenant, which covenant shall run with the land, in a form satisfactory to the City, that the owners of the lots shall immediately remove any Graffiti placed on publicly viewable trees and structures thereon to City's satisfaction. (Ord. No. 432-AC, (part).)

Sec. 14-61. Rewards.

(a) Reward Authority.

(1) Pursuant to Section 53069.5 of the California Government Code, the City does hereby offer a reward in an amount as may be set by resolution of the City Council, for information leading to the arrest and conviction of any person for violation, within the City, of California Penal Code Sections 594 or 594.3 by the use of Graffiti, Penal Code Sections 640, 640.5 or 640.6. In the event of multiple contributions of information, the reward amount shall be divided by the City in the manner it shall deem appropriate. For the purpose of this section, diversion of the violator to a community service program, or a plea bargain to a lesser offense, shall constitute a conviction.

(2) Claims for reward under this section shall be filed with the City. Each claim shall:

(A) Specifically identify the date, location and kind of property damaged or destroyed;

(B) Identify by name the person who was convicted;

(C) Identify the court and the date upon which the conviction occurred.

(3) No claim for a reward shall be allowed by the City Council unless the City investigates and verifies the accuracy of the claim and determines that the requirements of this section have been satisfied.

(4) The person committing the Graffiti vandalism, and if an unemancipated Minor, then the parent or lawful guardian of said Minor, shall be civilly liable for any reward paid pursuant to this section pursuant to the provisions of California Government Code Section 53069.5. (Ord. No. 432-AC, (part).)

Sec. 14-63. Penalties and Civil Liability of Parents.

(a) Criminal Penalties. Any violation of this article shall be a misdemeanor punishable by either six months in jail, a one-thousand-dollar fine, or by such fine and imprisonment, and by the performance of community service in the form of Graffiti cleanup to the maximum extent permitted by California Penal Code Section 594 and/or any other provision of law.

(b) Additional Penalties Available. Whenever deemed appropriate, it is the City's intent to petition a sentencing court to impose the following additional penalties upon conviction:

(1) Litter or Graffiti cleanup pursuant to California Vehicle Code Section 42001.7, upon conviction of violation of California Vehicle Code Sections 23111, 23112 or 23113(a);

(2) Suspension or delay of issuance of a driver's license pursuant to California Vehicle Code Section 13202.6 upon a Graffiti vandalism conviction;

(3) Performance of community service, including Graffiti removal service by any Minor determined to be a ward of the court as a result of committing a vandalism-related offense in the City, as provided in California Welfare and Institutions Code Section 728 and/or 729.6;

(4) Performance of community service, including Graffiti removal service of up to one hundred hours by any Minor determined to be a ward of the court as a result of committing a drug related offense in the City, as provided in California Welfare and Institutions Code Section 729.8.

(c) It is the City's further intent that pursuant to California Penal Code Section 640.6(a), all acts of Graffiti vandalism occurring within the City shall be prosecuted as misdemeanors pursuant to California Penal Code Section 594, et seq., or this article.

(d) Pursuant to California Civil Code Section 1714.1, any parent or legal guardian whose Minor child possesses a Graffiti Implement, shall be personally liable for any and all costs to any person or business incurred in connection with the removal of Graffiti caused by said child, or by said Graffiti Implement, and for all attorney's fees and court costs incurred in connection with the civil prosecution of any claim for damages or reimbursement, up to ten thousand dollars. An invoice may be sent to the parents or guardians having custody and control of the Minor, who shall be jointly and severally liable with the Minor for the City's Abatement and Related Administrative Costs. Invoices shall be due and payable no later than thirty days following their receipt, except to the extent that period is tolled due to a timely request for an administrative hearing. After that, interest on the amount owing shall accrue at the maximum legal rate and the City may proceed to collect the debt through any lawful means, including the procedures established by this chapter and by applicable state law. (Ord. No. 432-AC, (part).)

Sec. 14-64. Civil Remedies Available. A violation of any of the provisions of this article shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisance. (Ord. No. 432-AC, (part).)

Sec. 14-65. Administrative Citations. A violation of any of the provisions of this article shall constitute a nuisance and may be abated by the City through administrative proceedings as provided in this Chapter 14 and Chapter 2A of the City's Municipal Code and other applicable law as may be amended from time to time. City may, at its discretion, issue administrative citations and fines as set forth in the City's Municipal Code.

Sec. 14-66. Invoice—Contents and Service.

(a) An invoice for abatement and related administrative costs sent pursuant to this Graffiti Ordinance shall include all of the following information:

(1) A statement notifying the recipient that he/she has been determined by the City to be responsible under Government Code section 38772 and Chapter 14, Article III of the City's Municipal Code for the City's expenses of removing certain Graffiti in the City and/or repairing or replacing property damaged by such Graffiti;

(2) The location and description of the Graffiti for which abatement cost recovery is sought;

(3) The date by which the invoice must be paid and the fact that interest on the amount owing will accrue at the maximum legal rate if it is not timely paid;

(4) A statement notifying the recipient of his or her right to request an administrative hearing within ten days of receipt of the invoice regarding liability and/or the

amount of costs sought, and the fact that the time period to pay the invoice will be tolled pending the outcome of the hearing;

(5) A statement notifying the recipient that if he/she does not pay the invoice or request a hearing within the time allowed, then the City's determinations regarding liability and costs will become final and non-appealable to any other City authority and the City will proceed with lawful collection methods, which in the case of a Minor and his or her parents or guardians may include recording a lien or special assessment for the full amount of the invoice plus interest against property of the Minor and against property of the parents or guardians.

(b) The City shall serve the invoice in one of the following ways: (1) by personal service; (2) by both regular first class mail and certified mail with return receipt requested; or, if neither of the previous two methods is available or successful in a given case, (3) by some other method reasonably calculated to provide actual notice to the recipient. If mail service is used, then the return receipt shall constitute evidence of the date the invoice was received. If the certified mail is not accepted, then the invoice will be deemed to have been received by regular mail three days after its mailing.

(c) Failure to comply with any of the foregoing requirements shall not render the invoice or other cost recovery proceedings defective if they meet minimum constitutional standards for due process.

Sec. 14-67. Hearing—Notice and Procedure.

(a) Any person sent an invoice for abatement or related administrative costs pursuant to this Graffiti Ordinance is entitled to an administrative hearing regarding liability and/or the amount of costs sought to be recovered, if timely requested. A request for a hearing shall be timely if it is received by the City no later than the close of business on the tenth day following receipt of the invoice. A timely request for a hearing tolls the time for payment of the invoice until the recipient has been notified of the hearing officer's decision.

(b) If a hearing is timely requested, the City shall send the party requesting the hearing written notice of the time, date and location of the hearing. The notice shall be served in the same manner as the invoice and shall be reasonably calculated so as to give the recipient at least three days' advance notice of the hearing. Notice of the hearing officer's final decision after the hearing shall be similarly served.

(c) The scope of an administrative hearing shall be limited to either or both of the following issues: (1) liability for costs; and (2) the amount of costs sought to be recovered. The party requesting the hearing shall be entitled to submit evidence on either or both issues, which shall be duly considered by the hearing officer provided it is either presented during the hearing or received by the City Manager or his or her designee no later than the close of business on the day before the hearing. No formal rules of evidence shall apply. The party requesting the hearing shall be entitled to attend the hearing, but such attendance shall not be mandatory.

(d) The hearing officer shall be the City Manager or his or her designee. The hearing officer's decision shall be final and non-appealable to any other City authority. Failure to timely

request a hearing waives any right to the hearing and renders the determinations reflected in the invoice similarly final and non-appealable.

Sec. 14-68. Delinquent Invoice—Collection Procedure. If an invoice is not paid in a timely manner and the City's determinations regarding the invoice have become final and non-appealable, then the City may proceed to collect the debt through any lawful means including, in the case of a Minor and the parents or guardians having custody and control of the Minor, imposition of a "Graffiti Nuisance Abatement Lien" following the procedures of Government Code section 38773.2 or, as an alternative to such a lien, a special assessment following the procedures of Government Code section 38773.6. To the extent the aforementioned state law and this article of the City's Municipal Code do not specify a particular aspect of the Graffiti nuisance abatement lien or special assessment imposition procedure, the procedures outlined in Chapter 14, Article II of this City's Municipal Code regarding conventional nuisance abatement liens and special assessments may be followed, provided they do not conflict with applicable state law.

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: September 24, 2019

Title: Resolution No. 2019-63 supporting the 2020 U.S. Census

Background: California cities can play an active role in helping to make the 2020 U.S. Census fair and accurate, especially for historically undercounted populations; racial and ethnic minorities, young children and renters. The 2010 Census undercounted 95,000 (or.26 percent of) California residents. Though the overall count was an improvement from the previous undercounts (2.74 percent in 1990 and 1.52 percent in 2000), the rate of undercounted populations remains consistently high, and that has many implications of a miscount is the loss of annual federal and state funding for local government as well as philanthropic funding for social programs and services. In addition, one or more Congressional seats given to California could be lost.

Obtaining an accurate and complete count poses challenges due to several factors. The housing affordability crisis has forced more Californians to move into hard-to-count unconventional housing and overcrowded dwellings or to become homeless. For the first time, the Census is a digital census, and more than 75 percent of California households will be receiving an invitation to complete their census form online, even though many households lack broadband or digital literacy.

Every California counts and by law the U.S. Census Bureau cannot share the data with immigration or law enforcement agencies or allow it to determine eligibility for government benefits.

Fiscal Impact: N/A

Environmental: N/A

Recommendation: Adopt Resolution No. 2019-63 supporting the 2020 U.S. Census

Submitted By: City Clerk

City Management Review: Rick **Date:** 9/18/19

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

Agenda Item: 4

RESOLUTION NO. 2019-63
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES SUPPORTING THE 2020 U.S. CENSUS

WHEREAS, the U.S. Census Bureau is required by Article I, Section 2 of the U.S. Constitution to conduct an accurate count of the population every ten years; and

WHEREAS, the next enumeration will be April 1, 2020 and will be the first to rely heavily on online responses; and

WHEREAS, the primary and perpetual challenge facing the U.S. Census Bureau is the undercount of certain population groups; and

WHEREAS, that challenge is amplified in California, given the size of the state and the diversity of communities; and

WHEREAS, California has a large percentage of individuals that are considered traditionally hard to count; and

WHEREAS, these diverse communities and demographic populations are at risk of being missed in the 2020 Census; and

WHEREAS, California receives nearly $77 billion in federal funding that relies, in part, on census data; and

WHEREAS, a complete and accurate count of California's population is essential; and

WHEREAS, the data collected by the decennial Census determines the number of seats each state has in the U.S. House of Representatives and is used to distribute billions of dollars in federal funds to state and local governments; and

WHEREAS, the data is also used in the redistricting of state legislatures, county boards of supervisors and city councils; and

WHEREAS, the decennial census is a massive undertaking that requires cross-sector collaboration and partnership in order to achieve a complete and accurate count; and

WHEREAS, California's leaders have dedicated a historic amount of funding and resources to ensure every Californian is counted once, only once and in the right place; and

WHEREAS, this includes coordination between tribal, city, county, state governments, community-based organizations, education, and many more; and

WHEREAS, U.S. Census Bureau is facing several challenges with Census 2020, including constrained fiscal environment, rapidly changing use of technology, declining response rates, increasingly diverse and mobile population, thus support from partners and stakeholders is critical; and

WHEREAS, California is kicking-off its outreach and engagement efforts in April 2019 for the 2020 Census; and

RESOLUTION NO. 2019-63
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES
SUPPORTING THE 2020 U.S. CENSUS

WHEREAS, the City Council of the City of Needles, in partnership with other local governments, the State, businesses, schools, community organizations and the Census Bureau and NALEO (National Association of Latino Elected Officials), is committed to robust outreach and communication strategies, focusing on reaching the hardest-to-count individuals.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Needles recognizes the importance of the 2020 U.S. Census and supports helping to ensure a complete, fair, and accurate count of all Californians.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 24th day of September 2019, by the following roll call vote:

AYES:

NOES"

ABSENT:

ABSTAIN:

_____ Attest: _____

Mayor City Clerk

(Seal)

Approved as to form:

_____

City Attorney

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: September 24, 2019

Title: Resolution No. 2019-61 approving an Agreement between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program services for a term beginning October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year periods

Background: This resolution will approve an agreement with Transportation Concepts to continue contract operation of the Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program services and will coincide with the agreement for contract operations of the Needles Area Transit deviated fixed route transportation service.

Fiscal Impact: Funding for these programs comes from local and state transit funds through the San Bernardino County Transportation Authority (SBCTA). There will be no impact on the city's general fund.

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution No. 2019-61 approving an Agreement between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program services for a term beginning October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year periods.

Submitted By: Cheryl Sallis, Transit Services Manager

City Management Review: Rick **Date:** 9/18/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 5

RESOLUTION NO. 2019-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF NEEDLES AND PARKING CONCEPTS, INC. DBA TRANSPORTATION CONCEPTS FOR DIAL-A-RIDE AND DIAL-A-RIDE MEDICAL/SHOPPER SHUTTLE PILOT PROGRAM SERVICES FOR A TERM BEGINNING OCTOBER 1, 2019 TO JUNE 30, 2023, INCLUSIVE, WITH AN OPTION BY THE CITY TO EXTEND THE TERM FOR TWO (2) ADDITIONAL TWO-YEAR PERIODS

WHEREAS, retaining qualified drivers for the Dial-a-Ride services provided under contract with the Needles Senior Citizens Club, Inc. became difficult for the City and, in early 2016, McDonald Transit Associates, Inc. (then contract operator of the deviated fixed route service) was approached as to the possibility of their assistance in providing the Dial-a-Ride (DAR) and Dial-a-Ride Medical (DAR Medical) services, an approach that was supported by the Senior Club President; and

WHEREAS, in late December 2018, McDonald Transit exercised its right to terminate for convenience the agreement to provide operation of the deviated fixed route, Needles Area Transit (NAT), and, in March 2019, a Request for Proposals (RFP) to Enter into Contract Services to Provide Operations of a Local Route Deviation Transit Service was issued with no responses being received; and

WHEREAS, a Reissued RFP was issued in May 2019 at which time two proposals were received and, after a comprehensive review of both proposals, Transportation Concepts was chosen as the successful bidder; and

WHEREAS, in June 2019, the City expanded the Dial-a-Ride Medical services to implement a Shopper Shuttle Pilot Program to initially include one day per week shopping trips from Needles to Fort Mohave, Arizona; and

WHEREAS, in order to maintain continuity in the operations of the local transit services, it is the desire of the City and Transportation Concepts to enter into an agreement for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program services to coincide with the agreement for contract operations of the NAT.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, does hereby approve an Agreement between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program services for a term beginning October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year periods and further authorizes the Mayor to sign same for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 24th day of September, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

AGREEMENT FOR DIAL-A-RIDE AND

DIAL-A-RIDE MEDICAL/SHOPPER SHUTTLE PILOT PROGRAM SERVICES

This Agreement is made and entered into as of this 24th day of September, 2019, by and between the CITY OF NEEDLES, a California charter city, hereinafter referred to as "City", and Parking Concepts, Inc., a California corporation, dba TRANSPORTATION CONCEPTS, hereinafter referred to as "Contractor", collectively referred to as "Parties".

WITNESSETH THAT:

WHEREAS, the City and Needles Senior Citizens Club entered into an agreement in 1984 in which the City contracted with the Club to provide specialized transportation services to the elderly and disabled; and

WHEREAS, each year, an extension to the original contract was executed to continue the special transportation services through the Club; and

WHEREAS, over the years, the City's role in the service continued to expand, including hiring and providing drivers; and

WHEREAS, retaining qualified drivers became difficult and, in early 2016, McDonald Transit Associates, Inc. (then contract operator of the deviated fixed route service) was approached as to the possibility of their assistance in providing the Dial-a-Ride (DAR) and Dial-a-Ride Medical (DAR Medical) services, an approach that was supported by the Senior Club President; and

WHEREAS, in June 2019, the City expanded the Dial-a-Ride Medical services to implement a Shopper Shuttle Pilot Program to initially include one day per week shopping trips from Needles to Fort Mohave, Arizona.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. DESCRIPTION OF SERVICE (COLLECTIVELY REFERRED TO AS "DAR SERVICES")

The Dial-a-Ride (DAR) service is operated weekdays to provide a Specialized Transit Demand-Responsive service for senior citizens and person of any age with a disability that limits mobility. One nine passenger vehicle equipped with an automatic wheelchair lift capable of carrying two wheelchairs and seven ambulatory passengers is utilized during the daily route service, with a minimum of one similar vehicle available as back up. The City owns and provides the vehicles used in the service.

The Dial-a-Ride Medical (DAR Medical) service is designed for medical trips into Arizona and runs on Tuesday and Thursday on a prescheduled prepaid basis. The same vehicle(s) used in the DAR service are used in DAR Medical.

The Dial-a-Ride Shopper Shuttle Pilot Program (DAR Shopper Shuttle Pilot Program) is designed to provide shopping trips to Fort Mohave, Arizona, including stops at Walmart Supercenter, Safeway, Smith's and CVS (Fort Mohave locations only) and runs on Wednesday on a prescheduled prepaid basis. All City-provided transit vehicles can be utilized in the DAR Shopper Shuttle Pilot Program.

Attachment 'A' further describes the Scope of Services and responsibilities to be provided under this Agreement.

All scheduling and dispatching of the DAR services will be handled by a City employee (Senior Center Aide) located at the Needles Senior Citizens Center who shall closely coordinate with Contractor's local area General Manager and drivers.

2. TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year periods starting July 1, 2023 to June 30, 2025, and July 1, 2025 ending June 30, 2027. The initial three (3) year and nine (9) month period shall be referred to as the "Base Term".

3. SCOPE OF SERVICES

Contractor agrees to provide and shall, during the Term of this Agreement, remain financially responsible for:

(a) Daily operation of the Dial-a-Ride, Dial-a-Ride Medical, and Dial-a-Ride Shopper Shuttle Pilot Program services, excluding scheduling and dispatching which City shall provide an employee at the Needles Senior Citizens Center to perform
(b) Hiring, training and scheduling drivers
(c) Maintaining the vehicles
(d) Providing fuel, oil, lubricant, tires, etc. for complete proper safety and maintenance of the vehicles
(e) Assisting in the completion and submittal of all reports

4. PERSONNEL

All Contractor personnel shall be employees of the Contractor, and Contractor shall be solely responsible for payment of all employee wages and benefits. Contractor, without cost to City, shall faithfully comply with the requirements of all applicable state laws and enactments with respect to employees' liability, workers' compensation, unemployment insurance and other forms of social security, and with respect to withholding of income taxes at its source from

wages of employees. Furthermore, Contractor shall indemnify and hold harmless City from any liability, damages, claims, costs, and expenses of whatever nature arising from alleged violation of such labor laws and enactments or from any claims or subrogation for such laws, enactments, or otherwise.

All drivers shall hold a valid driver's license as appropriate and applicable to the type of vehicle(s) being driven. Drivers shall be courteous and helpful to passengers, and shall be scheduled by the Contractor in a manner that insures a consistently high quality service.

The Contractor shall designate a Project Manager, who shall be an employee of Contractor and oversee the operation of the transit services contemplated herein. The Project Manager shall be responsible for both the operational and financial duties of the Contractor in the performance of this Agreement. The Project Manager shall promptly report to City any operations problems, accidents, and passenger complaints.

The Contractor shall be responsible for the training of all its personnel regarding the performance of this Agreement and shall participate in the Department of Motor Vehicles Pull Notice Program and provide the City with the results of the notices on each driver used in the service.

5. COMPENSATION

The City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

A. October 1, 2019 to June 30, 2020: A fixed hourly rate of __$41.20__ per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and
A fixed fee of $ under negotiation per month for insurance to insure the vehicles used in the DAR and DAR Medical/Shopper Shuttle Pilot Program services.

B. July 1, 2020 to June 30, 2021: A fixed hourly rate of __$42.78__ per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and
A fixed fee of $ under negotiation per month for insurance to insure the vehicles used in the DAR and DAR Medical/Shopper Shuttle Pilot Program services.

C. July 1, 2021 to June 30, 2022: A fixed hourly rate of __$44.41__ per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and
A fixed fee of $ under negotiation per month for insurance to insure the vehicles used in the DAR and DAR Medical/Shopper Shuttle Pilot Program services.

D. July 1, 2022 to June 30, 2023: A fixed hourly rate of __$46.10__ per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and

A fixed fee of $ under negotiation per month for insurance to insure the vehicles used in the DAR and DAR Medical/Shopper Shuttle Pilot Program services.

Any cost of obtaining insurance beyond the fixed monthly fee as set forth above shall be Contractor's responsibility.

Revenue Service Vehicle Hours (RSVH) are calculated by the operation of the vehicle from the time it leaves the garage to its return (i.e. DAR would be 8:45 a.m. to 1:30 p.m. or 4-3/4 hours per day). Deadheading and storage do not constitute revenue service.

6. PAYMENT

During the term of this Agreement, City shall make monthly payments to Contractor in accordance with invoices submitted that reflect the actual Revenue Service Vehicle Hours performed during each month plus the actual cost of vehicle fuel and fixed fee for vehicle insurance. Supporting documentation of RSVH claimed must be included with the invoice. Payment shall be made within thirty (30) days of receipt of approved invoice.

7. BASE STATION

The Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program services will continue to be dispatched out of the Needles Senior Citizens Center as the base station. The Needles Senior Citizens Club will provide telephone services and two-way mobile radio communications between the dispatcher and the DAR vehicles.

8. VEHICLES

The City will provide, at a minimum, two paratransit vehicles for use in the performance of this Agreement. Each vehicle will seat seven front-facing ambulatory passengers and have two forward-facing wheelchair positions. Each vehicle will be equipped with a side-entry wheelchair lift that complies with the Americans with Disabilities Act.

Vehicles, when not in use, shall be stored at the City's Public Works Yard located at 112 Robuffa, Needles.

9. MAINTENANCE

The Contractor shall at all times maintain all components of each vehicle, including body, frame, furnishings, paint, markings, mechanical, electrical, hydraulic, communication, safety, or other operating systems in proper working condition free from damage and malfunction. The Contractor shall employ preventive maintenance practices, and shall at a minimum, conform to the manufacturers' required maintenance schedules.

The Contractor shall perform interior and exterior vehicle cleaning on a regular and as-needed basis. The interior of each vehicle shall be maintained free from roaches and other

vermin at all times. Roach and vermin control products hazardous to passenger health and well-being shall not be used.

The Contractor shall maintain a log book listing the maintenance and cleaning functions performed, and such book shall be made available to City upon request. Contractor shall also include a monthly summary of maintenance functions performed in the Monthly Reports.

At the termination of this Agreement, the vehicles shall be returned to the City in substantially the same condition, reasonable wear and tear excepted.

10. WHEELCHAIR LIFTS

The Contractor shall maintain all wheelchair lifts and securement devices in full operating condition. During all preventive maintenance inspections, the lift will be checked to ensure that it is capable of lifting six hundred (600) pounds. Failure of the lift to perform to specifications will be cause to remove that vehicle from service.

11. REPORTING REQUIREMENTS

The City has been mandated to implement the TransTrack Internet-Based Reporting System and shall require the Contractor to input trip report and other required information into that System on a daily basis for all DAR Services.

12. INSURANCE

Without limiting Contractor's liability pursuant to Section 13, "INDEMNIFICATION", hereunder, Contractor shall maintain with an insurer or insurers, licensed to do business in California with a Best rating of A- or better, policies of insurance which will protect Contractor and City from claims which may arise from the acts or omissions of Contractor and its employees and agents.

During the performance hereunder and throughout the term of this Agreement, Contractor shall maintain the insurance specified below.

All insurance shall be occurrence based. "Occurrence" means any event or related exposure to conditions which result in bodily injury, including death, or property damage.

A. CONTRACTOR COVERAGES

1. Comprehensive General Liability Insurance, providing bodily injury, including death, personal injury, and property damage with at least the following limit of liability: Combined single limits of Five Million Dollars ($5,000,000) per occurrence.

2. Automobile Liability Insurance providing bodily injury, including death, and property damage coverage to include owned, hired, and non-owned vehicles, with at least the following limit of liability: Combined single limits of Five Million Dollars ($5,000,000) per occurrence.

3. Workers' Compensation Insurance with the limits established and required by the State of California.

B. CONTRACTOR REQUIREMENTS

Prior to commencement of this Agreement, Contractor shall furnish to City a broker-issued Certificate of Insurance showing that the required insurance coverages for Contractor are in place and that:

1. The City, its officers, officials, employees, agents, and volunteers are designated as additional insured on the Comprehensive General Liability and Automobile Liability Insurance with respect to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either Party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City and Contractor.

Within thirty (30) days from the effective date of this Agreement, Contractor shall furnish to City a copy of the actual policy endorsement(s) naming City, its officers, officials, employees, agents and volunteers as insured as specified in subparagraph 1 of this Section. Each endorsement shall state the insurance policy number, the policy term, and the insurance coverage for which City is insured.

13. INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless City, its officers, officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of the performance of the work described herein, including any loss caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, except to the extent that such claim, damage, loss, or expense,

including attorneys' fees, arises from or is caused by the negligence or willful misconduct of City, its officers, officials, employees, or agents.

14. TERMINATION OF AGREEMENT

A. By City:

1. If Contractor fails to maintain insurance as required pursuant to this Agreement.

2. If Contractor fails, for any reasons, to perform the services required pursuant to this Agreement in a reasonably satisfactory manner as determined by the City Council of the City.

3. If Contractor fails or refuses to comply with any reasonable instruction of City or with applicable laws.

4. For convenience at the absolute discretion of the City, with no less than sixty (60) days written notice to Contractor by certified mail, return receipt requested.

B. Lack of Funds: The operation of these transit services are financed with funds available to City under local and state transit programs. In the event these funds become inadequate or unavailable to City, then City, at its sole discretion, may terminate this Agreement at any time. Such termination shall be effective on thirty (30) days written notice and the payment of all consideration earned to date by Contractor.

Upon termination, City shall pay Contractor its allowable costs incurred to date of termination and those costs deemed necessary by City to effect termination. Acceptance of such final payment by Contractor shall constitute a complete accord and satisfaction as between Contractor and City.

15. EXTENSION OPTION

City may, at its option, extend this Agreement for two (2) additional two-year terms (referred to hereinafter as the "Option Periods") concurrent with the term of the agreement for the local route deviation transit service (Needles Area Transit - NAT). City will exercise its option to renew by notifying Contractor of its decision in writing at least one hundred eighty (180) days prior to the end of the Base Term or first Option Period, as applicable. During the Option Periods, all provisions of this Agreement shall remain in full force and effect except for the fixed hourly rate per Revenue Service Vehicle Hour and the fixed monthly fee for vehicle insurance, such fixed hourly rate per Revenue Service Vehicle Hour to be the same as that of the local route deviation transit service (NAT) for the same extension period and the fixed monthly fee for vehicle insurance to be actual estimated costs to provide such coverage. It is further understood and agreed that the City is under no obligation whatsoever to exercise the above-described option and that the City has made no representation committing it to exercise said extensions.

16. ADDITIONS OR REDUCTIONS IN SERVICE

It is expected that the services to be provided under this Agreement may be periodically adjusted, as determined by City in its sole discretion, and in consultation with Contractor. Modifications may include, but are not limited to, expanding or decreasing service and/or service hours by up to 20% in either direction. Any such modifications in the number of service hours within the 20% levels established shall not require a modification of the Revenue Service Vehicle Hour rate previously provided for in this Agreement. Any such increase or decrease shall be considered from a base figure using the total number of annual revenue service vehicle hours of the most recently concluded fiscal year (July 1 to June 30) for the affected service (i.e. DAR, DAR Medical, DAR Shopper Shuttle Pilot Program) and shall be provided for in writing.

Any other change by the City that results in a modification to the number of service hours outside of the prescribed 20% levels shall result in a negotiated rate between City and Contractor. Contractor shall supply City with documentation of changes in costs resulting from the modification in the number of service hours and City shall, in its sole discretion, determine the allowable rates to be paid for revenue service hours above the levels set forth, after input from Contractor on proposed increased service rates. Contractor shall be compensated for these modifications under the same terms and it shall be determined by City, at its sole discretion, how many service hours (or fractions thereof) are involved in such adjustments.

City will notify Contractor a minimum of thirty (30) days in advance of any major service changes. It would be expected that agreement to make minor service changes in a shorter timeframe would be possible through cooperative efforts of City and Contractor.

17. WAIVER OF CONDITIONS

The waiver of any provision, term, or condition in this Agreement by either Party on any particular occasion shall not constitute a general waiver of said provision, term, or condition, nor release the other Party from its obligation to otherwise perform or observe such provision, term, or condition of the Agreement.

18. GOVERNING LAW

This Agreement is entered into and to be performed in Needles, California and shall be interpreted pursuant to California and any applicable federal laws and regulations.

19. INDEPENDENT CONTRACTOR

Under the terms of this Agreement, Contractor is an independent contractor and has and retains full control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than City employees, assisting in the performance of its services hereunder. Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation, and all other laws and regulations governing such matters. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee, or official of City. The personnel records of Contractor shall not be held or deemed in any way to be the records of City or to become the records of City

during any City examination of the records. To the extent City has a right under this Agreement to request copies of Contractor personnel documents, City shall hold such documents or information contained in the documents in trust and confidence for Contractor, review the documents without copying the same either at Contractor's office or at City's office, and, if reviewed at City's offices, City shall return the documents promptly after such review. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and any and all subcontractors during the life of this Agreement.

20. ASSIGNMENT

This Agreement is made in reliance by City upon the qualifications and responsibility of Contractor. Therefore, the performance by Contractor of this Agreement may not be assigned, transferred, or subcontracted to any third party, except upon the prior written consent of City.

21. NOTICES

Any and all notices, writings, correspondence, etc. as required by this Agreement shall be directed to the Parties as follows:

CITY OF NEEDLES	CONTRACTOR
City of Needles	Parking Concepts, Inc. dba
Atten: Cheryl Sallis	Transportation Concepts
817 Third Street	Atten: _____
Needles, CA 92363	12 Mauchly Building I
	Irvine, CA 92618

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement as of the date first above written.

CITY OF NEEDLES

_____

By: Mayor
Title

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

PARKING CONCEPTS, INC. DBA TRANSPORTATION CONCEPTS

_____

By: _____
Title

ACKNOWLEDGED AND AGREED TO:
Needles Senior Citizens Club, Inc.

_____

By: Vice President
Title

ATTACHMENT 'A'
SCOPE OF SERVICES

DIAL-A-RIDE SERVICE

Project Organization

Contractor shall provide technical and operating personnel sufficient to operate a Specialized Transit Demand-Responsive service within the city limits of the City of Needles for senior citizens (age 55 up) and persons of any age with a disability that limits his/her mobility, with a doctor's note on file at the Senior Citizens Club transportation office. Contractor shall coordinate the transportation services contemplated herein with available public transportation services in the area.

Preparation

Contractor's preparation for this service shall include driver training, insurance, and service area familiarization.

System Operation

The Dial-a-Ride (DAR) is a specialized transit demand-responsive service for senior citizens and persons with a disability operating weekdays (Monday – Friday) only from 9:00 a.m. to 1:00 p.m. with reservations taken from 8:45 a.m. until 12:45 p.m. One nine passenger vehicle equipped with an automatic wheelchair lift capable of carrying two wheelchairs and seven ambulatory passengers is utilized during the daily route service, with a minimum of one similar vehicle available as back up. The City owns and provides the vehicles used in the service.

The City shall provide an employee at the Needles Senior Citizens Center (Senior Center Aide) who will receive telephone requests for service from senior citizens and persons with disabilities. Patrons must register for this service at the Senior Citizens Center and, once determined eligible, will give their status (elderly and/or disabled), point of origin, point of destination, number of persons in their party, and time of desired pickup when making a request for service. Patrons will schedule transportation on the day of desired trip and may only be transported within the service area of the Needles city limits. System service may be on a shared-ride basis.

The Senior Center Aide will advise patrons of the approximate time of pickup and request the patron to "Be ready because the vehicle will wait only three minutes".

Reports and Records

Contractor and its drivers shall assist in maintaining such records and reports as may, from time to time, be requested from City. Such reports may include, but not be limited to, the following:

1. Daily Dispatch Log/Passenger Manifest. The Senior Center Aide will maintain a dispatch log which will include, at a minimum, the date, patron's name and pickup address/ location, time of call, destination, amount of fare paid, and wheelchair use as applicable.

2. Daily Driver Trip Sheet. During the course of the day, the driver(s) shall record the beginning (leave base), first stop/pickup, last stop/drop off, and ending (return to base) time and mileage on the Daily Driver Trip Sheet. The driver will also record in the order of pickup, the patron's last name, type of boarding (senior, disabled, escort, etc.), the pickup address/location, the actual time of pickup, the destination address/location, the actual time of drop off, and the amount of fare received. At the end of each day, the driver(s) will deliver the Daily Driver Trip Sheet to the Senior Center Aide and shall assist with balancing the ridership information on the Trip Sheet with that on the Daily Dispatch Log.

3. Monthly Reports. At the end of each month, Contractor may be requested to submit a "Monthly Report" to City. The Monthly Report shall summarize the information contained on the Driver's Daily Log. The Monthly report shall also include the total number of patrons served and amount of fares received.

Drivers' Schedules

Drivers shall do everything reasonably possible to avoid any undo delay of any patron either at point of pickup or enroute. Patrons shall not, however, have any control over the route selected. Every effort shall be made to arrive at the pickup point within fifteen (15) minutes before the time indicated by the Senior Center Aide and not more than fifteen (15) minutes after. The driver will notify the Senior Center Aide whenever problems occur that will create delays beyond these times, i.e. traffic congestion, accident, or breakdown. The Senior Center Aide will promptly notify the patrons of any backup, incapability or regrets in not being able to provide transportation at the time requested.

Animals

No animals may be transported by the system except for guide, signal or service dogs.

Courtesy

Drivers shall politely and carefully assist the loading and unloading of elderly individuals and individuals with disabilities, their parcels and personal effects.

Hours and Days of Operation

Service shall be provided during weekdays only (Monday through Friday) from 9:00 a.m. to 1:00 p.m. with reservations taken from 9 a.m. until 12:45 p.m. This level of service may be changed as demand patterns change. The level of service is subject to control and approval of the City at its sole discretion.

Holidays

There will be no service during the weekends (Saturday and Sunday) and on any City declared Holiday, including but not limited to New Year's Eve and New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Eve and Christmas Day.

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MEDICAL TRANSPORT SERVICE

Project Organization

Contractor shall provide personnel sufficient to manage the operation of a pre-scheduled Medical Transport Service from the City of Needles, California, to medical appointments, including stops at Valley View Medical Center, Western Arizona Regional Medical Center and other medical facilities within a two (2) mile distance from Highway 95 up to the Bullhead/Laughlin Bridge in Bullhead City, Arizona for residents of the City. Contractor shall make the vehicles provided by the City available for the Medical Transport Service. Contractor shall coordinate this service with available public (Needles Area Transit) and specialized (Demand Responsive Service) services in the area.

System Operation

The Medical Transport Service is open to the general public and shall operate on Tuesdays and Thursdays only. The service will generally depart the Needles Senior Center at 9:15 a.m. and return to the Senior Center by 3:00 p.m. Patrons shall give their phone number; status (senior, disabled, disabled requiring the use of a wheelchair or service animal, regular adult, or minor (under 18 years of age); point of origin; point of destination; number of persons traveling in their party; and the date of travel.

Patrons may schedule transportation up to six months in advance. Requests for service shall be accepted on a first come first served basis. The City shall provide an employee at the Needles Senior Citizens Center (Senior Center Aide) who shall insure that once the capacity of the vehicle has been filled, no other request for service on that day will be accepted. However, once capacity is full, the Senior Center Aide shall also maintain a "call back log" in the event of cancellation. The call back log shall include the same information required of patrons scheduled on the service. Patrons on the call back log will be recorded in the order the call was received and, should a cancellation arise, patrons will be contacted starting at the top of the call back log until the seat(s) is/are filled. Patrons shall be required to meet at the Needles Senior Citizens Center for the morning trip departure and may be returned to their place of residence on the afternoon return trip if they so desire. Patrons should be encouraged to use either the Needles Area Transit or the Demand Responsive Service to arrive at the Senior Center in the morning.

The Senior Center Aide shall collect the appropriate fare from each patron at least one day prior to the day of scheduled trip. No patron shall be allowed on the vehicle unless pre-payment has

been made. For all stops between the Needles Bridge north to Valley View Medical Center, a round trip fare of $6.00 will be collected. For all stops from Valley View Medical Center north to the Bullhead/Laughlin Bridge, a round trip fare of $12.00 will be collected. Fares are subject to change and there will be no fare discounts for one way trips or refunds for no-show.

Reports and Records

Contractor and its drivers shall assist in maintaining such records and reports as may, from time to time, be requested from City. Such reports may include, but not be limited to, the following:

1. Medical Transport Reservation Log. On a Medical Transport Reservation Log shall be recorded the patron's status, home address, phone number, trip destination address, number of persons in the traveling party and the appropriate fare to collect. A separate Medical Transport Reservation Log shall be made for each week, broken down separately by Tuesday and Thursday, the service is to be provided. Once the capacity of the vehicle is filled, no other reservations may be made for that day. A call back log, containing the same information as the Medical Transport Reservation Log, shall be used to record patron's that are unable to make reservations on a particular day due to vehicle capacity. The call back log shall be used in the event of a cancellation.

2. Driver's Daily Log. From the Medical Transport Reservation Log, a Driver's Daily Log shall be developed. This log will display the information from the Reservation Log in a sequential manner based upon the patron's requested medical destination. Drivers shall record: the vehicle number, beginning and ending non-revenue and revenue mileage and hours, passenger status, the drop off and pick up time at the medical facilities, and whether there were any no-shows.

3. Monthly Reports. At the end of each month, Contractor may be requested to submit a "Monthly Report" to City. The Monthly Report shall summarize the information contained on the Driver's Daily Log. The Monthly report shall also include the total number of patrons served and amount of fares received.

Driver's Schedule

Drivers shall do everything possible to adhere to the published schedule for the Medical Transport Service. If the patron is not visible on the return trip, drivers may wait an additional three (3) minutes beyond the scheduled return departure times. In no case should the driver leave early from an identified as a time point in the schedule. Drivers shall notify Contractor whenever problems occur that will create delays in the service, e.g. traffic congestion, accidents, or vehicle breakdown.

Animals

No animals may be transported by the system except for guide, signal or service dogs.

Courtesy

Drivers shall politely and carefully assist the loading and unloading of elderly individuals and individuals with disabilities, their parcels and personal effects.

Holidays

There will be no Medical Transport service offered on any City declared Holiday, including but not limited to New Year's Eve and New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Eve and Christmas Day.

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SHOPPER SHUTTLE PILOT PROGRAM

Project Organization

Contractor shall provide personnel sufficient to manage the operation of a pre-scheduled Shopper Shuttle service from the City of Needles to Fort Mohave, Arizona including stops at Walmart Supercenter, Safeway, Smith's and CVS (Fort Mohave locations only). Contractor shall make the vehicles provided by the City available for the Shopper Shuttle Pilot Program. Contractor shall coordinate this service with available public (Needles Area Transit) and specialized (Demand Responsive Service) services in the area.

System Operation

The Shopper Shuttle Pilot Program shall be a pre-registered pre-paid service open to the general public and operating on Wednesdays only. Service will depart at 8:15 a.m. and return to Needles by 12:30 p.m. (arriving in Fort Mohave at approximately 8:45 a.m. and leaving on return trip at 11:45 a.m.). Patrons shall be required to meet at the El Garces west parking lot for the trip departure and may be returned to their place of residence on the return trip if they so desire. Patrons should make appropriate arrangements for removal of their groceries from the bus as the driver will not enter onto private property.

The City shall provide an employee at the Needles Senior Citizens Center (Senior Center Aide) who shall accept telephone requests for service from patrons between the hours of 9:00 a.m. and 1:00 p.m. Monday through Friday. Patrons shall give their phone number; status if applicable (individual with a disability requiring the use of a wheelchair or service animal); number of persons traveling in their party; destination; and the date of travel.

Requests for service shall be accepted on a first come first served basis. The Senior Center Aide shall insure that once the capacity of the vehicle has been filled, no other request for service on that day will be accepted. However, once capacity is full, he/she shall also maintain a "call back log" in the event of cancellation. The call back log shall include the same information required of patrons scheduled on the service. Patrons on the call back log will be recorded in the order the

call was received and, should a cancellation arise, patrons will be contacted starting at the top of the call back log until the seat(s) is/are filled.

A round trip fare of $9.00 shall be pre-paid by each patron by 11:00 a.m. on the day prior to the day scheduled on the Shopper Shuttle in order to allow adequate time to reach out to patrons on the call back log and fill all seats. Pre-payment shall be made at the Needles Senior Citizens Center. There are no discounts for seniors, disabled, students, children, or one-way trips, the same fare applies to all passengers. Fares are subject to change and there are no refunds for no-show.

Reports and Records

Records and reports shall be maintained as may, from time to time, be requested by City. Such reports may include, but not be limited to, the following:

1. Shopper Shuttle Reservation Log. On a Shopper Shuttle Reservation Log, the Senior Center Aide shall record the patron's status, home address, phone number, trip destination address, number of persons in the traveling party and the appropriate fare to collect. A separate Shopper Shuttle Reservation Log shall be made for Wednesday of each week, the day service is to be provided. Once the capacity of the vehicle is filled (DAR vehicles = 4 patrons [one seat per passenger and one seat to store groceries]; NAT vehicles = 8 patrons [one seat per passenger and one seat to store groceries], no other reservations may be made for that day. A call back log, containing the same information as the Shopper Shuttle Reservation Log, shall be used to record patron's that are unable to make reservations on a particular day due to vehicle capacity. The call back log shall be used in the event of a cancellation.

2. Driver's Daily Log. From the Shopper Shuttle Reservation Log, a Driver's Daily Log shall be developed. This log will display the information from the Reservation Log in a sequential manner based upon the patron's requested destination. Drivers shall record: the vehicle number, beginning and ending non-revenue and revenue mileage and hours, passenger status, the drop off and pick up time at the shopping location, and whether there were any no-shows.

3. Monthly Reports At the end of each month, Contractor may be requested to submit a "Monthly Report" to City. The Monthly Report shall summarize the information contained on the Driver's Daily Log. The Monthly report shall also include the total number of patrons served and amount of fares received.

Driver's Schedule

Drivers shall do everything possible to adhere to the published schedule for the Shopper Shuttle. If the patron is not visible on the return trip, drivers may wait an additional three (3) minutes beyond the scheduled return departure times. In no case should the driver leave early from a location identified as a time point in the schedule. Drivers shall notify dispatch whenever problems occur that will create delays in the service, i.e. traffic congestion, accidents, or vehicle breakdown.

Animals

No animals may be transported by the system except for guide, signal or service dogs.

Courtesy

Drivers shall politely and carefully assist the loading and unloading of elderly individuals and individuals with disabilities, their parcels and personal effects. Unloading of groceries and other personal effects shall be limited to placement outside the vehicle.

Holidays

There will be no Shopper Shuttle service offered on any City declared Holiday, including but not limited to New Year's Eve and New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after, and Christmas Eve and Christmas Day.

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: September 24, 2019

Title: Resolution No. 2019-62 approving a Lease Agreement (El Garces Unit Lease) between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for occupancy by the Needles Area Transit for a term beginning October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year periods

Background: This resolution will approve the lease for NAT's continued occupancy of the office and garage spaces at the El Garces for a period coinciding with the agreement for Transportation Concepts' contract operations of the deviated fixed route transportation service.

Fiscal Impact: Monthly rental revenues of $728.34

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution No. 2019-62 approving a Lease Agreement (El Garces Unit Lease) between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for occupancy by the Needles Area Transit for a term beginning October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year periods

Submitted By: Cheryl Sallis, Transit Services Manager

City Management Review: Rick **Date:** 9/18/19

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

Agenda Item: 6

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RESOLUTION NO. 2019-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING A LEASE AGREEMENT (EL GARCES UNIT LEASE) BY AND BETWEEN THE CITY OF NEEDLES AND PARKING CONCEPTS, INC. DBA TRANSPORTATION CONCEPTS FOR OCCUPANCY BY THE NEEDLES AREA TRANSIT FOR A TERM BEGINNING OCTOBER 1, 2019 TO JUNE 30, 2023, INCLUSIVE, WITH AN OPTION BY THE CITY TO EXTEND THE TERM FOR TWO (2) ADDITIONAL TWO-YEAR PERIODS

WHEREAS, in late December 2018, McDonald Transit Associates, Inc. exercised its right to terminate for convenience the agreement to provide operation of the deviated fixed route, Needles Area Transit (NAT), and, in March 2019, a Request for Proposals (RFP) to Enter into Contract Services to Provide Operations of a Local Route Deviation Transit Service was issued with no responses being received; and

WHEREAS, a Reissued RFP was issued in May 2019 at which time two proposals were received and, after a comprehensive review of both proposals, Transportation Concepts was chosen as the successful bidder; and

WHEREAS, the City and Transportation Concepts desire that the Needles Area Transit continue occupancy of the office and garage spaces at the El Garces according to the terms of the Lease Agreement (El Garces Unit Lease).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, does hereby approve a Lease Agreement (El Garces Unit Lease) between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts for occupancy by the Needles Area Transit for a term beginning October 1, 2019 to June 30, 2023, inclusive, with an option by the City to extend the term for two (2) additional two-year periods and further authorizes the Mayor to sign same for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 24th day of September, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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LEASE AGREEMENT
(El Garces Unit Lease)

This Lease Agreement ("Lease") is made and entered into as of this 24th day of September, 2019, by and between the CITY OF NEEDLES, a California charter city ("LESSOR"), and Parking Concepts, Inc., a California corporation, dba TRANSPORTATION CONCEPTS ("LESSEE").

BACKGROUND

LESSOR owns certain real property in the City of Needles, located at 950 Front Street, Needles, CA which property is commonly known as the El Garces Station ("Station"), being more particularly shown on Exhibit "A" attached hereto and made a part hereof. LESSEE desires to lease a portion of the Station as defined in Section 1 below.

LESSEE and LESSOR acknowledge and agree that LESSOR has entered into intergovernmental agreements for the redevelopment of the Station as an intermodal transit station ("Project"), including but not limited to, the intergovernmental agreement with Omnitrans to administer Federal Transit Authority ("FTA") grants. Furthermore, LESSEE and LESSOR acknowledge and agree that because the Project is financed in part with FTA funds, there are FTA mandated clauses applicable to this Lease.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, LESSOR and LESSEE do hereby agree as follows:

1. PREMISES

a. LESSOR hereby leases to LESSEE and LESSEE leases from LESSOR, for the "Term" (as defined below), and pursuant to the terms and conditions set forth herein, approximately 1,194 square feet of office space (the "Office Space") in the Station as delineated on the plan attached and incorporated herein as Exhibit "B." LESSEE shall also have access to certain garage space ("Garage Space") comprising approximately 1,500 square feet located across the Station parking lot as also described in Exhibit B. The Office Space and the Garage Space shall be collectively referred to herein as the "Premises."

b. LESSEE and LESSOR acknowledge and agree that:

i. LESSEE shall use and operate the Premises for the purposes set forth in that certain Agreement between the Parties dated September 10, 2019 and approved by the Needles City Council in Resolution 2019-60 (the "Agreement"). A true and correct copy of the Agreement is attached hereto as Exhibit "C."

ii. LESSEE's use of the Premises shall not compromise the intended purpose of Station as an intermodal transit facility as determined by LESSOR and FTA;

iii. LESSEE's use of the Premises shall not in any way interfere with LESSOR's continuing control over Station as an intermodal transit facility.

c. LESSOR also hereby grants to LESSEE, its employees, agents, licensees, and invitees, the nonexclusive right in common with LESSOR for the use of the common areas and common facilities in the Station and on the land on which the Station is located. The Station and the land on which it is located, including the Garage Space and the "Common Areas" (as defined below) are collectively referred to herein as the "Property." Common areas include exterior public sidewalks, exterior public plazas, public parking areas, public driveways, exterior common hallways, public and common stairways, public and common elevators, public bathrooms, and common entrances.

2. TERM

a. The term of this Lease shall be from October 1, 2019 to June 30, 2023 inclusive ("Term"). The City shall have the option to extend the term for two (2) additional two-year periods starting July 1, 2023 to June 30, 2025, and July 1, 2025 ending June 30, 2027, which extension terms coincide with the corresponding extension options granted to the City in Section II of the Agreement.

b. Notwithstanding anything to the contrary herein, this Lease shall terminate concurrently with the expiration or termination of the Agreement.

3. RENT

a. Rent.

LESSEE shall pay rent for the Premises in the amount of $728.34 per month (1,194 square feet office space at $0.61 per square foot), which shall be due from LESSEE to LESSOR on the first day of each month ("Rent"). Payment of Rent shall be made to LESSOR at its address stated herein or as LESSOR may designate in writing. The acceptance by LESSOR of a partial payment of Rent or Security Deposit shall not release LESSEE of its duty to pay the full sum due, nor shall LESSOR's acceptance of a partial rent or Security Deposit payment constitute a waiver of any of LESSOR's rights. In addition to Rent, all other sums which LESSEE is obligated to pay herein shall be deemed "Additional Rent." LESSEE's failure to timely pay Additional Rent when due shall constitute a material default by LESSEE.

b. Late Charges.

LESSEE hereby acknowledges that late payment of Rent by LESSEE will cause LESSOR to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. If any Rent shall not be received by LESSOR within five (5) days after such amount is due, then, without any notice requirement to LESSEE, LESSEE shall immediately pay to LESSOR a one-time late charge equal to 10% of such overdue amount or $100, whichever is greater.

c. Interest.

Any monetary payment due LESSOR hereunder, other than late charges, not received by LESSOR when due shall bear interest from the 31st day after it was due. The interest charged shall be computed at a rate of 10% per annum but shall not exceed the maximum rate allowed by law.

4. USE

a. Permitted Use

LESSEE may occupy and use the Premises for any lawful purpose reasonably related to LESSEE's business, which is the operation of a local route deviation transit service for the general public of the City of Needles and any operations incidental to LESSEE's business. LESSEE shall use the Property for no other purpose without the express written consent of LESSOR.

b. Prohibited Uses.

LESSEE shall not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any way that: 1) increases the existing rates for or causes cancellation of any fire, casualty, liability, or other insurance policy insuring the Property or Premises or their contents, 2) violates or conflicts with any state, federal or local law, statute, ordinance, or governmental rule or regulation; 3) obstructs or interferes with the rights of other tenants or occupants of the Station or injures or annoys them; or 4) constitutes the commission of waste on the Premises or Property the commission of a nuisance as defined by federal, state or local laws.

5. SECURITY DEPOSIT

a. LESSEE has deposited with LESSOR the sum of $5,000, receipt of which is hereby acknowledged by LESSOR, as security for the full and faithful performance by LESSEE of the terms, conditions, and covenants of this Lease.

b. If at any time during the Term, LESSEE defaults in the payment of Rent, or any portion of Rent, LESSOR may appropriate and apply any portion of the security deposit reasonably necessary to remedy any such default in the payment of Rent.

c. If at any time during the Term, LESSEE or LESSEE's agents or employees damage the Property or Premises or any property of LESSOR through want of ordinary care or any greater degree of culpability, then LESSOR may appropriate and apply any portion of the security deposit reasonably necessary to fund the necessary repair.

d. If on termination of its tenancy, LESSEE fails to leave the Premises in a clean condition (i.e., comparable to the condition of the Premises at the time LESSOR delivered possession to LESSEE at the commencement of the Lease, excepting ordinary wear and tear), then LESSOR may appropriate and apply any portion of the security deposit reasonably necessary to put the Premises in clean condition.

e. LESSOR shall return to LESSEE the portion of the security deposit remaining after any deductions authorized by this Lease or otherwise authorized by law, if any, in the following manner. If a deduction has been made only for the nonpayment of Rent, the remaining portion, if any, shall be returned not later than two weeks after the date LESSOR receives possession of the Premises. If a deduction has been made for any other reason authorized by this Lease or otherwise authorized by law, the remaining portion, if any, shall be returned not later than 30 days from the date LESSOR receives possession of the Premises. LESSEE shall not be entitled to any interest on any portion of the security deposit.

f. If, during the Term, LESSOR applies all or any portion of the security deposit for a purpose authorized by this Lease or otherwise authorized by law, LESSEE agrees to restore the amount of the security so applied by LESSOR with the next due payment of Rent under this Lease.

6. MAINTENANCE, REPAIR AND SERVICES

a. LESSEE'S Obligations

i. LESSEE hereby acknowledges that as of the Commencement Date, it shall be deemed to have received the Premises "as is" and in good order and condition. Except as otherwise specifically provided herein, LESSEE, at its sole cost and expense, shall be responsible for the maintenance, repair and upkeep of the Premises in good order, repair and tenantable condition, including, but not limited to, the maintenance of all equipment and facilities on the Premises, such as plumbing, electrical, lighting facilities, fixtures and walls.

ii. LESSEE's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. LESSEE shall procure and maintain, at its expense, any service contracts necessary for maintenance of the Premises, including, but not limited to a security alarm system to provide sufficient security to the Premises.

iii. LESSEE shall pay all costs, expenses, fees, taxes, insurance premiums and other sums related to its operation and maintenance of the Premises before delinquency.

b. LESSOR's Obligations

i. LESSOR shall be responsible to provide HVAC for the Property, including the Premises, during all hours of operation, to maintain temperatures in the interior portions of the Station at commercially reasonable levels, as appropriate depending on the outside weather conditions. LESSOR may stop the heating and cooling systems when necessary by reason of accident or emergency or for repairs, alterations, replacements or improvements, which, in the reasonable judgment of LESSOR, are desirable or necessary. LESSOR agrees to make any necessary repairs, alterations, replacements or improvements to the heating and cooling systems as quickly as possible, with due diligence, and with the minimum interference with LESSEE's use of the Premises.

ii. LESSOR shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair.

iii. LESSOR shall provide a point of contact capable of responding to LESSEE's requests for service within a reasonable time period.

7. UTILITIES

LESSEE shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by LESSEE on the Premises during the term of this Lease unless otherwise expressly agreed in writing by LESSOR. In the event that any utility or service provided to the Premises is not separately metered, LESSOR shall pay the amount due and separately invoice LESSEE for LESSEE's pro rata share of the charges. LESSEE shall pay such amounts within fifteen

(15) days of invoice. LESSEE shall not use any equipment or devices that utilize excessive electrical energy or which may, in LESSOR's reasonable opinion, overload the wiring or interfere with electrical services to other tenants of the Property.

8. ALTERATIONS AND IMPROVEMENTS

a. LESSEE shall have the right to make alterations and improvements to the Premises after the Commencement Date, subject to the following terms and conditions:

i. No alterations or improvements made by LESSEE shall in any way impair the structural stability of the Premises or the Station.

ii. All alterations or improvements must be consistent with the design and architecture of the Station and must be approved in advance in writing by LESSOR.

iii. LESSEE shall cause the Premises to be kept free and clear of any mechanic's lien or materialmen's liens which may arise out of the construction of any such alterations or improvements by LESSEE.

iv. Except for LESSEE's personal property and trade fixtures (including machinery, equipment and furnishings), all alterations and improvements that are affixed to the Premises shall become the property of the LESSOR and shall remain on and be surrendered with the Premises at the expiration or sooner termination of this Lease or any extension of the Term of this Lease.

v. LESSEE's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of LESSEE and may be removed by LESSEE at any time during the Term or upon the expiration or sooner termination of this Lease (including any extension term). LESSEE shall repair any damage to the Premises or Station caused by LESSEE's removal of its personal property, trade fixtures, or equipment (returning the Premises to the condition existing upon entering into this Lease, reasonable wear and tear excepted), but LESSEE shall have no obligation to remove such items from the Station at any time.

9. INSURANCE AND INDEMNIFICATION

a. LESSEE's Insurance.

For the mutual benefit of LESSOR and LESSEE, LESSEE shall, at its sole cost and expense:

i. Cause to be issued and maintained public general liability insurance in the sum of at least $1,000,000 for injury to or death of one person, and $2,000,000 for injury to or death of more than one person in any one accident, insuring the LESSEE against liability for injury and/or death occurring in or on the Premises or the Property. LESSOR shall be named as an additional insured and all policies shall include a waiver of all rights of subrogation against LESSOR. The LESSEE shall maintain all such insurance in full force and effect during the entire Term and shall pay all premiums for the insurance. Evidence of insurance and of the payment of premiums shall be delivered to LESSOR concurrently with the execution of this Lease.

ii. Keep all of LESSEE's personal property, including trade fixtures and equipment of LESSEE that may be on or in the Premises from time to time, insured against loss or damage by fire and by any peril included within fire and extended coverage insurance for an amount that will insure the ability of LESSEE to fully replace the personal property, trade fixtures, and equipment.

iii. Maintain in effect Workers' Compensation insurance in accordance with the laws of California.

iv. If at any time LESSEE fails to procure or maintain the insurance required herein, LESSOR may obtain that insurance and pay the premiums on it for the benefit of LESSEE. Any amounts paid by LESSOR to procure or maintain insurance pursuant to this Section 9 shall be immediately due and repayable to LESSOR by LESSEE with the next then due installment of Rent under this Lease; failure to repay at that time any amount expended by LESSOR shall be considered the same as a failure to pay Rent and a default by LESSEE under this Lease.

v. Any policy of insurance required under this Section 9 shall be written by insurance companies authorized to do business in California. Each policy of insurance procured by LESSEE pursuant to this Section 9 shall expressly provide that it cannot be canceled for any reason or altered in any manner unless at least 10 days' prior written notice has been given by the insurance company issuing the policy to LESSOR in the manner specified in this Lease for service of notices on LESSOR by LESSEE.

vi. LESSEE shall cause all its subcontractors who perform work at the Station to add LESSOR and LESSEE as additional insureds on subcontractors' general and auto liability insurance policies and to carry legally required workers compensation insurance.

b. Indemnification

LESSEE shall indemnify, defend, and hold harmless LESSOR from and against any and all claims, loss of rents, damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities or loss or damage (including loss of use) to any property, arising out of, involving, or in connection with, the use and/or occupancy of the Premises, Station or adjacent areas by LESSEE, its employees, agents or passengers. If any action or proceeding is brought against LESSOR by reason of any of the foregoing matters, LESSEE shall upon notice defend the same at LESSEE's expense by counsel selected by LESSOR.

10. DAMAGE OR DESTRUCTION

In the event of destruction, or substantial damage, to the Premises during the Term of this Lease which LESSEE determines renders the Premises unusable to LESSEE, LESSOR shall have the option of:

a. Within one hundred eighty (180) days after such damage or destruction, replacing or rebuilding the Premises, and in such manner and according to such plans and specifications which would restore the Premises to substantially the same condition as immediately before its destruction or substantial damage, in which event LESSOR shall provide suitable temporary facilities while such replacement or rebuilding is ongoing; or

b. Declining to replace or rebuild, in which event LESSEE shall have the option of terminating this Lease by written notice.

c. LESSOR shall notify LESSEE within thirty (30) days after such damages or destruction of LESSOR's decision to rebuild the Station including the Premises or declining to rebuild. During the 180 day repair or replacement period identified in Subsection (a) above, LESSEE shall have no obligation to: (1) Pay any costs or expenses associated with the Station, including the Premises, required under this Lease; or (2) Provide any services including janitorial services to the Premises required under this Lease.

11. EMINENT DOMAIN

Eminent domain proceedings resulting in the condemnation of part of the Premises herein that leave the remaining portion usable by LESSEE for purposes of the business for which the Premises are leased in LESSEE's sole opinion, will not terminate this Lease. If LESSEE, in its sole opinion, determines that the remaining portion is not usable by LESSEE, LESSEE may terminate this Lease by giving written notice of termination to LESSOR no more than ninety (90) days after the notice of condemnation or taking. The effect of such condemnation, should LESSEE not terminate this Lease, will be to terminate this Lease as to the portion of the Premises condemned and leave it in effect as to the remainder of the Premises, and the Rent and all other expenses provided for herein shall be adjusted accordingly. Compensation awarded as a result of such condemnation shall be that of LESSOR, except to the extent that part of the award is allocated as damages to fixtures on the Premises which were furnished by LESSEE.

12. SUBLEASE AND ASSIGNMENT

a. LESSEE shall not assign or sublet the whole or any part of the Premises without prior written consent of LESSOR which consent shall not be unreasonably withheld. Any rent or other payments received from such sublease or assignment shall belong to LESSOR. This provision requiring LESSOR's consent shall not apply, and LESSEE shall be permitted to assign or sublet to any entity whose management and operation is indirectly or directly controlling, controlled by or under common control with LESSEE or if such assignment or subletting is due to or arises out of any judicial or legislative action or mandate, and any such transfers shall not be deemed an assignment or subletting.

13. DEFAULT BY LESSEE

The following shall constitute an Event of Default under and a breach of this Lease by LESSEE:

a. The nonpayment of Rent when due, when the nonpayment continues for three (3) days after written notice to pay Rent or surrender possession of the Premises has been given by LESSOR to LESSEE;

b. A failure to perform any provision, covenant, or condition of this Lease other than one for the payment of Rent, when that failure is not cured within five (5) days after written notice of the specific failure is given by LESSOR to LESSEE;

c. The breach of this Lease or abandonment of the Premises before expiration of the Term;

d. A receiver is appointed to take possession of all or substantially all of LESSEE's property located at the Premises or of LESSEE's interest in this Lease;

e. LESSEE makes a general assignment for the benefit of creditors;

f. The execution, attachment, or other judicial seizure of substantially all of LESSEE's assets located at the Premises or of LESSEE's interest in this Lease; or

g. The filing by or against LESSEE of a petition to have LESSEE adjudged a bankrupt or of a petition for reorganization or arrangement under the federal bankruptcy law.

14. RIGHTS OF LESSOR AFTER DEFAULT BY LESSEE

In the event that LESSEE commits an Event of Default, LESSOR, in addition to any other remedy given by law or equity, may:

a. Continue this Lease in effect by not terminating LESSEE's rights to possession of the Premises, in which case LESSOR shall be entitled to enforce all of LESSOR's rights and remedies under this Lease, including the right to recover the Rent specified in this Lease as it becomes due under this Lease;

b. Terminate this Lease and recover from LESSEE:

i. The worth, at the time of the award, of the unpaid Rent that had been earned at the time of the termination of the Lease;

ii. The worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that LESSEE proves could have been reasonably avoided;

iii. The worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of rental loss that LESSEE proves could be reasonably avoided; and

iv. Any other amount necessary to compensate LESSOR for all detriment proximately caused by LESSEE's failure to perform the obligations under this Lease; or

v. Terminate the Lease and, in addition to any recoveries LESSOR may seek under subsection (b) of this section, bring an action to reenter and regain possession of the Premises in the manner provided by the laws of unlawful detainer then in effect in California.

15. TERMINATION BY LESSOR

No act of LESSOR, including but not limited to LESSOR's entry on the Premises or efforts to relet the Premises, or the giving by LESSOR to LESSEE of a notice of default, shall be

construed as an election to terminate this Lease unless a written notice of LESSOR's election to terminate is given to LESSEE or unless termination of this Lease is decreed by a court of competent jurisdiction.

16. LESSOR'S DEFAULT

In the event LESSOR fails to perform any covenant or obligation required to be performed under this Lease, and such failure continues for more than ten (10) calendar days after written notice from LESSEE identifying such failure, such failure shall constitute an "Event of Default" by LESSOR. If an Event of Default by LESSOR occurs, LESSEE, at its sole option and discretion, may: (1) perform such covenant or obligation on behalf of LESSOR in which event the LESSOR shall reimburse LESSEE all reasonable expenses associated with LESSEE's performance within twenty (20) days after LESSEE presents an invoice to LESSOR for such performance; or (2) pursue any and all rights and remedies available at law or in equity. Notwithstanding anything in this Lease to the contrary, in no event will LESSOR be liable to LESSEE for special, punitive, incidental or lost use/profit/revenue damages.

17. QUIET ENJOYMENT

If and so long as LESSEE shall keep all the covenants and agreements required by it to be kept under this Lease, LESSOR covenants and agrees that it and anyone claiming by, through or under LESSOR shall not interfere with the peaceful and quiet occupation and enjoyment of the Premises by LESSEE.

18. RIGHT OF ENTRY UPON PREMISES

LESSOR and its agents and employees shall have the right to enter upon the Premises upon reasonable notice (or immediately in the event LESSOR determines any emergency exists) to inspect the Premises to determine if LESSEE is performing the covenants of this Lease, on its part to be performed, to post such reasonable notices as LESSOR may desire to protect its rights, and to perform service and maintenance pursuant to its obligations under this Lease.

19. COMPLIANCE WITH LAWS, ORDINANCES, AND RULES

LESSEE agrees to conform to and not violate any applicable Federal, State and local laws, city and county ordinances, rules, regulations, and requirements now existing or hereinafter created affecting LESSEE's use and occupancy of the Premises. LESSOR agrees to conform and comply with all applicable laws, ordinances, rules, regulations and requirements of federal, state, county or other governmental authorities and various departments there of now existing or hereinafter created regarding LESSOR's ownership and maintenance of the Station, including compliance with the Americans with Disabilities Act.

20. CIVIL RIGHTS LAWS

LESSEE agrees to, and assures that its subcontractors at any tier agree to, comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

a. Nondiscrimination in Federal Public Transportation Programs. LESSEE agrees to, and assures that its subcontractors at any tier agree to, comply with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. LESSEE agrees to, and assures that its subcontractors at any tier agree to, comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.

c. Equal Employment Opportunity. LESSEE agrees to, and assures that its subcontractors at any tier agree to, comply with all equal employment opportunity ("EEO") provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto

d. Access for Individuals with Disabilities. LESSEE agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. LESSEE also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities.

21. DISADVANTAGED BUSINESS ENTERPRISE

LESSEE agrees to, and assures that its subcontractors at any tier agree to, facilitate participation by Disadvantaged Business Enterprises ("DBEs") in the Project. Therefore:

a. LESSEE agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

b. LESSEE agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. LESSEE agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from U.S. DOT.

c. Activities Not Involving Construction. LESSEE agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

d. Activities Involving Commerce. LESSEE agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

22. NO OBLIGATION BY THE FEDERAL GOVERNMENT

a. LESSOR and LESSEE acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Lease and shall not be subject to any obligations or liabilities to the LESSOR, LESSEE, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

23. CONDITION OF PREMISES UPON SURRENDER

When LESSEE vacates the Premises at the expiration of the Term or earlier termination of this Lease, whichever occurs first, LESSEE shall leave the Premises in the same condition as when LESSEE received possession, ordinary wear and tear excepted, and as may be altered, modified or improved in accordance with the terms of this Lease.

24. NON-WAIVER

Any waiver of any breach of covenants or conditions herein contained to be kept and performed by either party shall be effective only if in writing and shall not be deemed or considered as a continuing waiver. Any waiver shall not operate to bar or prevent the waiving party from declaring a forfeiture or exercising its rights for any succeeding breach of either the same or other condition or covenant.

25. PARTNERSHIP DISCLAIMER

It is mutually understood and agreed that nothing in this Lease is intended or shall be construed in any way as creating or establishing the relationship of partners or joint venturers between the parties hereto, or as constituting LESSEE as an agent or representative of LESSOR for any purpose or in any manner whatsoever.

26. PARTIES BOUND

Except as otherwise specifically provided in this Lease, this Lease shall bind and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors and assigns.

27. NOTICE

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, or sent by an established overnight commercial courier for delivery on the next business day with delivery charges prepaid, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

To LESSOR: City of Needles
Attn: Cheryl Sallis
817 Third Street
Needles, CA 92363

To LESSEE: Parking Concepts, Inc. dba Transportation Concepts
Attn: _____
12 Mauchly Building I
Irvine, CA 92618

28. LEGAL CONSTRUCTION

In the event any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

29. TIME OF ESSENCE, BINDING UPON HEIRS, ETC.

Time is of the essence of each and all the terms and provisions of this Lease and the terms and provisions of this Lease shall extend to and be binding upon and inure to the benefit of the, administrators, successors and assigns of the respective parties hereto.

30. NUMBER AND GENDER

All words used herein in the singular number shall include plural and the present tense shall include the future, and the masculine gender shall include the feminine and neuter.

31. ENTIRE AGREEMENT

This Lease contains the sole and only agreement of the parties. Any prior agreements, promises, negotiations or representations, relating to the subject matter herein, not expressly set forth in this Lease are of no force or effect.

32. LANGUAGE CONSTRUCTION

The language of each and all paragraphs, terms, and/or provisions of this Lease shall, in all cases and for any and all purposes, and any and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard

whatsoever to the identify or status of any person or persons who drafted all or any portion of this Lease.

33. HOLDING OVER

If LESSEE shall hold over the Premises, after expiration of the Term or any extension thereof, such holding over shall be construed to be only a tenancy from month to month subject to all of the covenants, conditions and obligations contained in this Lease provided, however, that nothing in this paragraph shall be construed to give LESSEE any rights to so hold over and to continue in possession of the Premises without the consent of LESSOR.

34. AMENDMENT

This Lease, including any exhibits hereto, shall not be amended, except in writing signed by the parties. Any amendment or addendum to this Lease shall expressly refer to this Lease.

35. GOVERNING LAW

This Lease is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. The parties agree that any disputes regarding this Lease shall be subject to exclusive venue in San Bernardino County.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

"LESSOR"

CITY OF NEEDLES

By: _____
Mayor Jeffrey H. Williams

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

"LESSEE"

PARKING CONCEPTS, INC., DBA
TRANSPORTATION CONCEPTS

By: _____
Name: _____
Title: _____

EXHIBIT A
El Garces Station

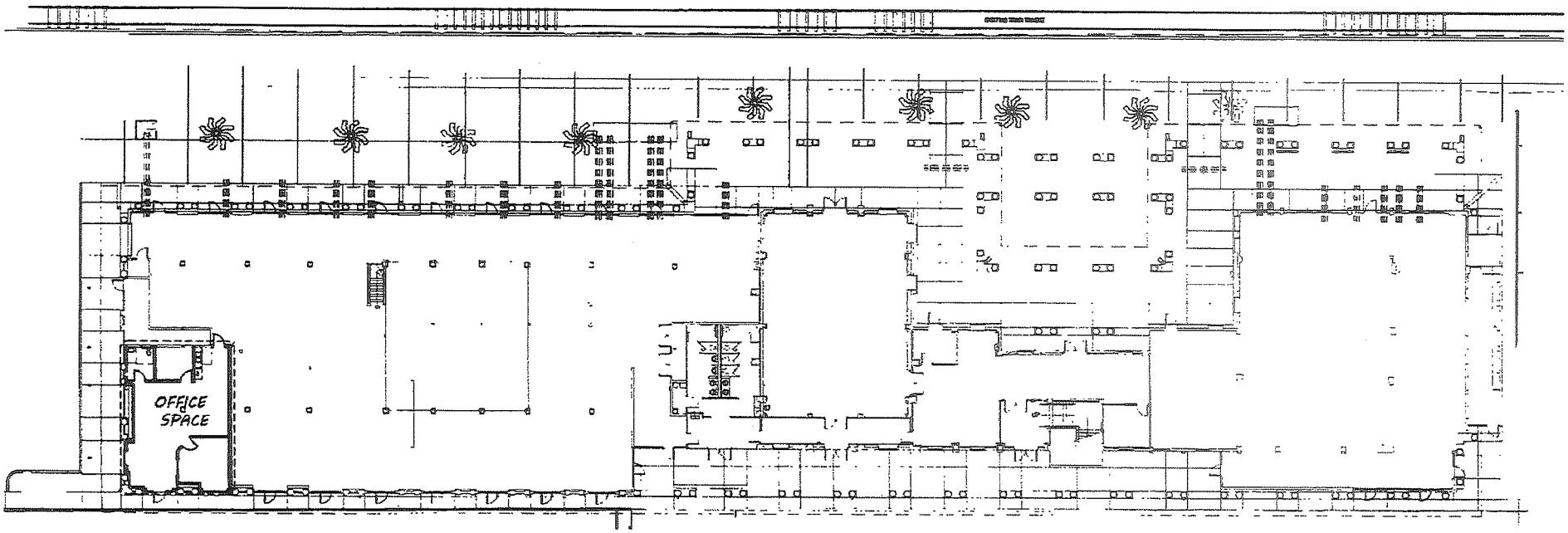


EXHIBIT "A"
EL GARCES STATION

EXHIBIT B
Premises

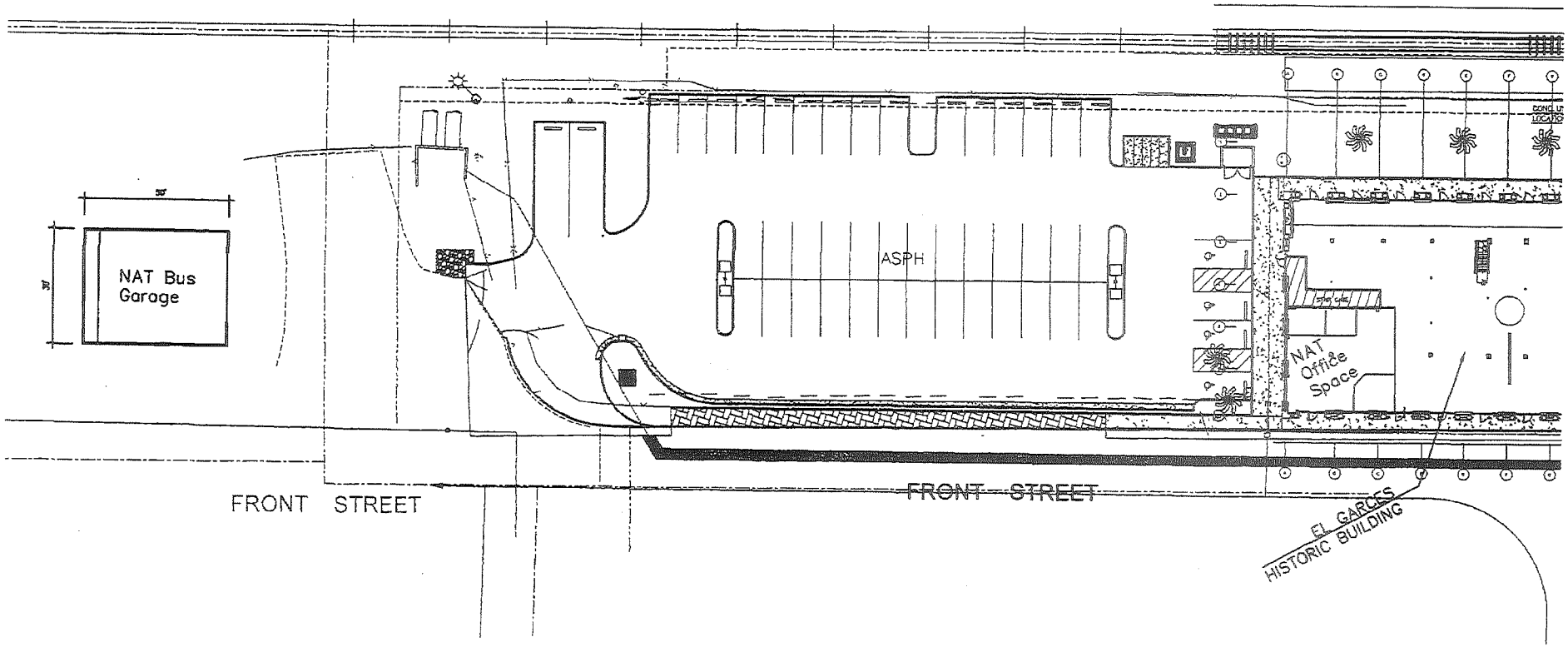


EXHIBIT "B"
PREMISES

Additional attachments to this agenda item are on file with the City Clerk and available upon request.
djones@cityofneedles.com
Thank you.

Request for Council Action
City of Needles, California

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

Meeting Date: September 24, 2019

Title: Accept the work completed by TRINITY CONSTRUCTION for the Security measure work completed at the City Administration Office, 817 Third Street.

Background: On 05/17/2019 an invitation to bid was published in the Needles Desert Star with a bid opening of 06/05/2019. Project was accepted 06/11/2019.

Scope of work - Installation of level 2 Security Glass above the counter and installation of level 2 drywall for the protection below the counter, 2 doors and removal of existing office windows in the lobby and replaced with level 2 drywall, securing the front office.

Fiscal Impact: One change order in the amount of $20,503.02 was approved at 08/13/2019 city council meeting with a scope change to include new flooring in the front lobby, the corridor to the kitchenette area and the conference room. These areas where also painted.

FINAL COSTS

$6,256.70	BID PREP, DESIGN & PERMITS
$104,259.50	CONSTRUCTION
$20,503.02	CHANGE ORDER #1
$2,733.20	QUALITY ASSURANCE / CONTROL
	CONTINGENCY
$133,752.42	**ACTUAL**
	TOTAL PROJECT COSTS to date

Recommendation: Accept the work completed by TRINITY CONSTRUCTION in the total project - amount of $133,752.42 including Change Order #1 and authorize staff to issue a Notice of Completion and record with the San Bernardino County recorder's office.

Submitted By: Tammy Ellmore, Engineering Tech II TE

City Management Review: Rick **Date:** 9/18/19

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

AGENDA ITEM: 7

RECORDING REQUESTED BY:

City of Needles
817 Third Street
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

City of Needles
817 Third Street
Needles, CA 92363

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

The undersigned is OWNER or AGENT OF THE OWNER of the interest or estate stated below in the property hereinafter described.

The full NAME of the OWNER is	**CITY OF NEEDLES**
The ADDRESS of the OWNER is	**817 THIRD STREET, NEEDLES, CA 92363**
The NATURE OF THE INTEREST or estate of the undersigned is	**In FEE**
Street Address / APN (if applicable)	**817 THIRD STREET / APN: 0186-122-20**

The full name(s) and address(es) of all persons, if any, who hold such interest or estate with the undersigned as joint tenants or as tenants in common are:

Contractor's Name	**Contractor's Address:**
TRINITY CONSTRUCTION SERVICES	**99 C STREET, #206, UPLAND, CA 91786**

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the **09/24/2019** meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on **SEPTEMBER 4, 2019**

Improvements described as **INSTALLATION OF SECURITY GLASS AND BULLET PROOF DRYWALL, NEW FLOORING AND PAINT IN FRONT LOBBY, CORRIDOR, KITCHENETTE, CONFERENCE ROOM.**

I, **RICK DANIELS** *(Name of below signor)* am the **CITY MANAGER** *(Owner, President, Authorized Agent, Partner, etc.)*

the declarant of the foregoing Notice of Completion. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 09/24/2019 Signature: _____

Signature of Owner or Agent of Owner

City of Needles, California
Request for City Council Action

☐ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: September 24, 2019

Title: Cannabis Consumption Cafe

Background: At the August 13, 2019 City Council meeting, information was presented to the City Council by Aaron Barnes requesting the permitting of a Cannabis Consumption Café at the site of the former Denny's Restaurant. No action was taken by City Council on the matter.

At the September 10, 2019 City Council meeting, Councilor Hazlewood asked that the matter be placed back on the City Council agenda for consideration at the September 24, 2019 meeting.

These facilities are not regulated by the State, but rather by a local municipality that would permit on-site consumption of cannabis by a state-licensed retailer and/or microbusiness, as long as three (3) requirements are met:

1) Access to the area where cannabis consumption is allowed is restricted to persons 21 years of age and older
2) Cannabis consumption is not visible from any public place or nonage-restricted area
3) The sale or consumption of alcohol or tobacco is not allowed on the premises

Currently the following cities allow for on-site consumption:

City of West Hollywood
San Francisco
City of Oakland
City of Alameda
Palm Springs

If the City Council wants to consider a permit proposal, an amendment to the Cannabis Ordinance will be needed as well as a Conditional Use Permit.

Fiscal Impact: Unknown

Environmental Impact: N/A

Recommended Action: **Provide direction to staff**

Submitted By: Patrick Martinez, Development Director

City Management Review: Rick **Date:** 9/18/19

Approved: ☐ Not Approved: ☐ Tabled: ☐ Other: ☐
Agenda Item: 8

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: September 24, 2019

Title: Front Street to the intersection of North K Street Underpass Traffic Design Engineering Study

Background: City Council directed staff to conduct a traffic study to establish a "Right Turn Only" lane coming from W/B Front Street to the intersection of North K Street, at the underpass. The stop line has been moved from S/B North K Street forward approx. 15' to allow cars to move to the far-right side of the roadway, when approaching the STOP sign at North K Street at the underpass. With the Stop sign moving forward 15' drivers can have a clear view of oncoming traffic.

At the February 12, 2019 City Council meeting the matter was continued as a result of the concern with the through lane that was previously proposed.

The attached exhibit shows the following:
1) Showing a four way stop at the Front Street and K Street intersection.
2) Installation of 36" R1-1 on sign post in existing asphalt
3) Showing the path a truck would make.
4) Show any recommend striping.
5) Shows the effects of moving the stop bar the 15 feet as directed.

The City Engineer has concluded that the proposed design features will work for Front Street to the intersection of North K Street.

Fiscal Impact: The cost of installation of the stop sign and striping will not exceed $900 and the work will be completed by the Department of Public Works.

Environmental Impact: N/A

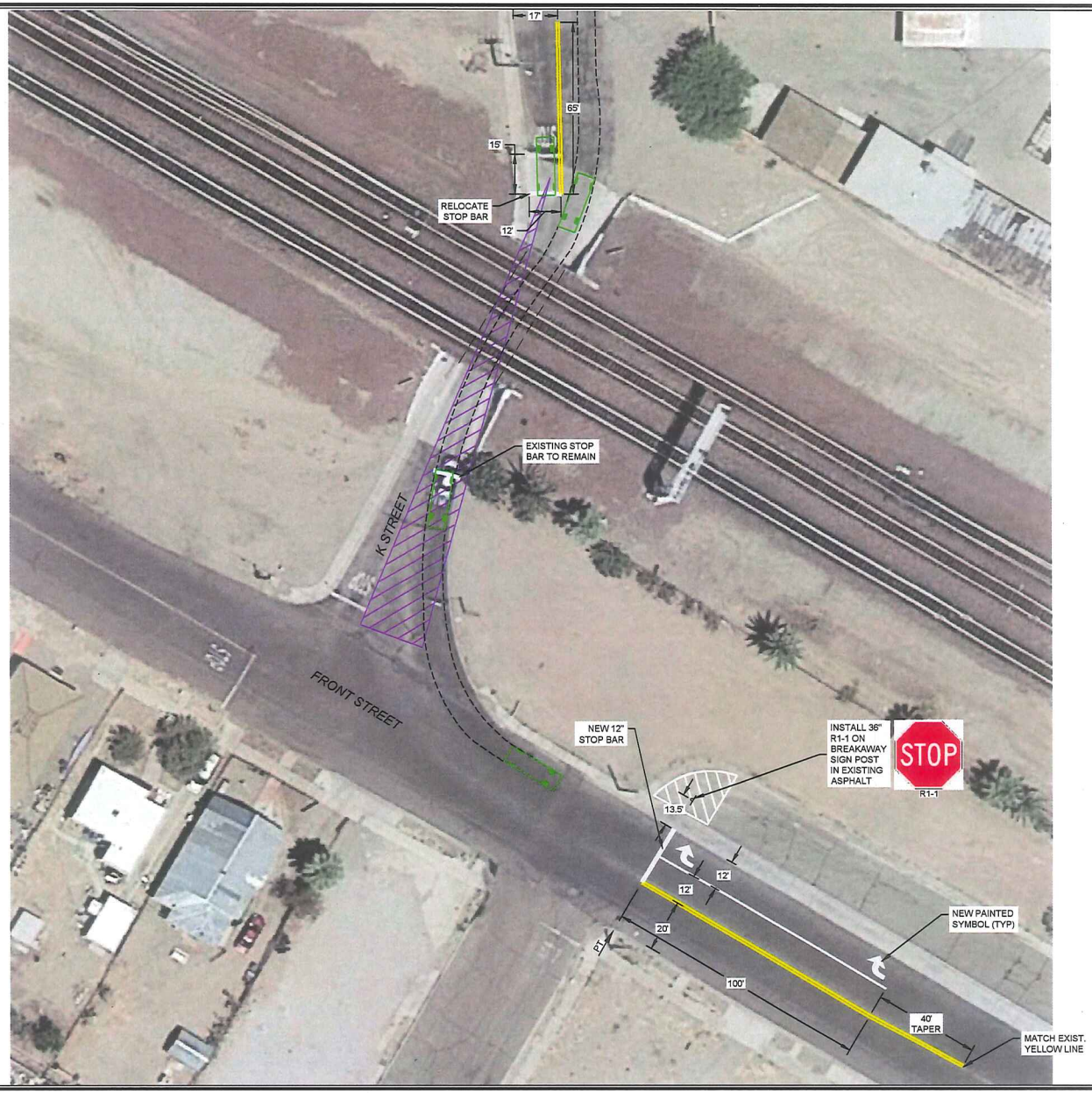
Recommended Action: Provide Direction to Staff

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

City Management Review: Rick **Date:** 9/18/19

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

Agenda Item: 9



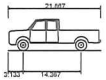
GRAPHIC SCALE

(IN FEET)
1 inch = 20' ft.

NOTES:

1. AERIAL IMAGERY AND DATA HAVE BEEN SCALED FROM GOOGLE EARTH. THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY.
2. ALL DIMENSIONS TOUCHING EDGE OF ROADWAY ARE FROM EDGE OF ASPHALT.

DESIGN VEHICLE DATA:



F-450 CrewCab DRW LWB 4x4	
Overall Length	21.867ft
Overall Width	6.659ft
Overall Body Height	6.650ft
Min Body Ground Clearance	0.650ft
Track Width	6.658ft
Lock-to-lock time	5.00s
Curb to Curb Turning Radius	29.250ft

CONSTRUCTION NOTES

LEGEND:

- SOLID WHITE STRIPING
- SOLID YELLOW STRIPING
- DOTTED WHITE STRIPING
- DOTTED YELLOW STRIPING
- VEHICLE EDGE PATH
- SIGHT TRIANGLE

WARNING
CALL BLUE STAKES

epic ENGINEERING

REVISIONS
1.

DRAWN: ATM
DESIGNER: ATM
REVIEWED: DIO

PROJECT #
-

SCALES

SCALE: 1" = 20'
(24" x 36" SHEET)

0 1"
BAR SCALE MEASURES 1" ON A FULL SIZE SHEET. SCALE FOR A HALF SIZE SHEET.

PROJECT NAME
K STREET UNDERPASS

SHEET TITLE
STRIPING PLAN
OPTION #2

PLAN SET
EXHIBIT

SHEET
2 OF 2

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: September 24, 2019

Title: League of California Cities Annual Conference Resolution

Background: Mayor Williams has been appointed as the City of Needles Voting Delegate and Vice Mayor Paget as alternate at the Annual League of California Cities Conference scheduled for October 16-18 in Long Beach. Mayor Williams and Vice Mayor Paget are requesting council's direction on the city's position on the attached proposed resolutions to be considered at the Conference.

Fiscal Impact: N/A

Environmental: N/A

Recommendation: I MOVE to vote in favor OR in opposition on the following resolutions:

1) Resolution of the League of California Cities calling on the California Public Utilities Commission (CPUC) to amend Rule 20A to add projects in very high fire hazard severity zones to the list of eligibility criteria and to increase funding allocations for Rule 20A Projects
2) Resolution calling upon the Federal and State Governments of the U.S. and Mexico to address the devasting impacts of water quality issues resulting from international transboundary pollution flows from Mexico's Tijuana River into the southernmost regions of California and the Pacific Ocean

Submitted By:

City Management Review: Rick **Date:** 9/18/19

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

Agenda Item: 10

LEAGUE OF CALIFORNIA CITIES

September 6, 2019

To: Mayors, City Managers and City Clerks

From: Dan Carrigg, Deputy Executive Director and Legislative Director, League of California Cities

Re: League's 2019 Annual Conference Resolutions Packet

Please find an enclosed copy of the Resolutions Packet for the League of California Cities' 2019 Annual Conference, October 16-18 in Long Beach. The conference announcement has previously been sent to all cities and we hope that you and your colleagues will be able to join us. More information about the conference is available on the League's Web site at www.cacities.org/ac.

Two resolutions have been submitted. The attached comprehensive packet contains the text of the proposed resolutions, background materials supplied by the sponsors, supporting letters from cities and city officials, and League staff analyses for each resolution. The packet also includes detailed information on the League's resolution process including meeting locations and times when the resolutions will be considered. A copy of the resolution packet is posted on the League's website for your convenience: www.cacities.org/resolutions.

Resolutions:

- Resolution 1 - Amendment to Rule 20A –Calls upon the California Public Utilities Commission (CPUC) to expand its Rule 20A program for undergrounding overhead utilities to include projects in high fire hazard severity zones.
- Resolution 2 - International Transboundary Pollution Flows – Calls upon the state and the federal governments of the U.S. and Mexico to address water quality issues resulting from transboundary flows from Mexico's Tijuana River into the United States.

Closing Luncheon/General Assembly - Friday, October 18, 12:30 p.m., Long Beach Convention Center.

Voting Delegates: In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. If your city has not already done so, *Please complete the Voting Delegate form and return it to the League's office no later than Friday, October 4.* This will allow us time to establish voting delegate/alternate records prior to the conference.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on the resolution. Should you have any questions regarding the attached material, please contact Carly Shelby cshelby@cacities.org 916-658-8279 or Meg Desmond mdesmond@cacities.org 916-658-8224 at the League office.

Annual Conference Resolutions Packet

2019 Annual Conference Resolutions

Long Beach, California

October 16 – 18, 2019

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, October 16, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 17, at the Hyatt Regency Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 17. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Carly Shelby cshelby@cacities.org 916-658-8279 or Nick Romo nromo@cacities.org 916-658-8232 at the League office.

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:

   (a) Focus public or media attention on an issue of major importance to cities.

   (b) Establish a new direction for League policy by establishing general principles around which more detailed policies may be developed by policy committees and the board of directors.

   (c) Consider important issues not adequately addressed by the policy committees and board of directors.

   (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings
Wednesday, October 16, 9:00 – 11:00 a.m.
Hyatt Regency Long Beach
200 South Pine Avenue, Long Beach

The following committees will be meeting:

1. Environmental Quality 10:00 - 11:00 a.m.
2. Transportation, Communication & Public Works 9:00 - 10:00 a.m.

General Resolutions Committee
Thursday, October 17, 1:00 p.m.
Hyatt Regency Long Beach
200 South Pine Avenue, Long Beach

Annual Business Meeting and General Assembly Luncheon
Friday, October 18, 12:30 p.m.
Long Beach Convention Center
300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 – General Resolutions Committee
3 - General Assembly

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
1	Amendment to Rule 20A			
2	International Transboundary Pollution Flows			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Amendment to Rule 20A			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet is posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A	Approve
D	Disapprove
N	No Action
R	Refer to appropriate policy committee for study
a	Amend+
Aa	Approve as amended+
Aaa	Approve with additional amendment(s)+
Ra	Refer as amended to appropriate policy committee for study+
Raa	Additional amendments and refer+
Da	Amend (for clarity or brevity) and Disapprove+
Na	Amend (for clarity or brevity) and take No Action+
W	Withdrawn by Sponsor

Procedural Note:
The League of California Cities resolution process at the Annual Conference is guided by League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: Guidelines for the Annual Conference Resolutions Process.

LEAGUE OF CALIFORNIA CITIES

September 6, 2019

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From: Dan Carrigg, Deputy Executive Director and Legislative Director, League of California Cities

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Closing Luncheon/General Assembly - Friday, October 18, 12:30 p.m., Long Beach Convention Center.

Voting Delegates: In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. If your city has not already done so, *Please complete the Voting Delegate form and return it to the League's office no later than Friday, October 4.* This will allow us time to establish voting delegate/alternate records prior to the conference.

We encourage each city council to consider the resolutions and to determine a city position so that your voting delegate can represent your city's position on the resolution. Should you have any questions regarding the attached material, please contact Carly Shelby cshelby@cacities.org 916-658-8279 or Meg Desmond mdesmond@cacities.org 916-658-8224 at the League office.

Annual Conference Resolutions Packet

2019 Annual Conference Resolutions

Long Beach, California

October 16 – 18, 2019

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to League policy committees.

POLICY COMMITTEES: Two policy committees will meet at the Annual Conference to consider and take action on the resolutions referred to them. The committees are: Environmental Quality and Transportation, Communication & Public Works. The committees will meet from 9:00 – 11:00 a.m. on Wednesday, October 16, at the Hyatt Regency Long Beach. The sponsors of the resolutions have been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 17, at the Hyatt Regency Long Beach, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, October 18, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:30 p.m., Thursday, October 17. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Carly Shelby cshelby@cacities.org 916-658-8279 or Nick Romo nromo@cacities.org 916-658-8232 at the League office.

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:

   (a) Focus public or media attention on an issue of major importance to cities.

   (b) Establish a new direction for League policy by establishing general principles around which more detailed policies may be developed by policy committees and the board of directors.

   (c) Consider important issues not adequately addressed by the policy committees and board of directors.

   (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings
Wednesday, October 16, 9:00 – 11:00 a.m.
Hyatt Regency Long Beach
200 South Pine Avenue, Long Beach

The following committees will be meeting:

1. Environmental Quality 10:00 - 11:00 a.m.
2. Transportation, Communication & Public Works 9:00 - 10:00 a.m.

General Resolutions Committee
Thursday, October 17, 1:00 p.m.
Hyatt Regency Long Beach
200 South Pine Avenue, Long Beach

Annual Business Meeting and General Assembly Luncheon
Friday, October 18, 12:30 p.m.
Long Beach Convention Center
300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

1 - Policy Committee Recommendation to General Resolutions Committee
2 – General Resolutions Committee
3 - General Assembly

ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
1	Amendment to Rule 20A			
2	International Transboundary Pollution Flows			

TRANSPORTATION, COMMUNICATION & PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Amendment to Rule 20A			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet is posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

ACTION FOOTNOTES

* Subject matter covered in another resolution

** Existing League policy

*** Local authority presently exists

KEY TO ACTIONS TAKEN

A	Approve
D	Disapprove
N	No Action
R	Refer to appropriate policy committee for study
a	Amend+
Aa	Approve as amended+
Aaa	Approve with additional amendment(s)+
Ra	Refer as amended to appropriate policy committee for study+
Raa	Additional amendments and refer+
Da	Amend (for clarity or brevity) and Disapprove+
Na	Amend (for clarity or brevity) and take No Action+
W	Withdrawn by Sponsor

Procedural Note:
The League of California Cities resolution process at the Annual Conference is guided by League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: Guidelines for the Annual Conference Resolutions Process.

League of California Cities Resolution Process

REGULAR RESOLUTIONS

Policy Committee Action	General Resolutions Committee Action	Calendar
Approve	Approve	Consent Calendar[1]
Approve	Disapprove or Refer	Regular Calendar[2]
Disapprove or Refer	Approve	Regular Calendar
Disapprove or Refer	Disapprove or Refer	Does not proceed to General Assembly

PETITION RESOLUTIONS

Policy Committee Action	General Resolutions Committee Action	Calendar
Not Heard in Policy Committee	Approve	Consent Calendar
Not Heard in Policy Committee	Disapprove or Refer	Regular Calendar
Not Heard in Policy Committee	Disqualified per Bylaws Art. VI	Does not proceed to General Assembly

Resolutions

- Submitted 60 days prior to conference *Bylaws Article VI, Sec. 4(a)*
- Signatures of at least 5 supporting cities or city officials submitted with the proposed resolution *Bylaws Article VI, Sec. 2*
- Assigned to policy committee(s) by League president *Bylaws Article VI, Sec. 4(b)(i)*
- Heard in policy committee(s) and report recommendation, if any, to GRC *Bylaws Article VI, Sec. 4(b)(ii)*
- Heard in GRC
  - Approved by policy committee(s) and GRC, goes on to General Assembly on consent calendar *2006 General Assembly Resolution Sec. 2(C)*
  - If amended/approved by all policy committee(s) to which it has been referred and disapproved by GRC, then goes on to General Assembly on the regular calendar. If not all policy committees to which it has been referred recommend amendment or approval, and the GRC disapproves or refers the resolution, the resolution does not move to the General Assembly *2006 General Assembly Resolution Sec. 2(A),(C); 1998 General Assembly Resolution, 1st Resolved Clause*
  - If disapproved by all policy committees to which it has been referred and disapproved by the GRC, resolution does not move to the General Assembly *2006 General Assembly Resolution Sec. 2(C)*
- Heard in General Assembly

[1] The consent calendar should only be used for resolutions where there is unanimity between the policy committees and the GRC that a resolution should be approved by the General Assembly, and therefore, it can be concluded that there will be less desire to debate the resolution on the floor.

[2] The regular calendar is for resolutions for which there is a difference in recommendations between the policy committees and the GRC.

Petitioned Resolutions

- Submitted by voting delegate *Bylaws Article VI, Sec. 5 (a)*
- Must be signed by voting delegates representing 10% of the member cities *Bylaws Article VI, Sec. 5 (c)*
- Signatures confirmed by League staff
- Submitted to the League president for confirmation 24 hours before the beginning of the General Assembly. *Bylaws Article VI, Sec. 5 (d)*
- Petition to be reviewed by Parliamentarian for required signatures of voting delegates and for form and substance *Bylaws Article VI, Sec. 5(e)*
- Parliamentarian's report is presented to chair of GRC
- Will be heard at GRC for action (GRC cannot amend but may recommend by a majority vote to the GA technical or clarifying amendments) *2006 General Assembly Resolution sec. 6(A), (B)*
- GRC may disqualify if:
  - Non-germane to city issues
  - Identical or substantially similar in substance to a resolution already under consideration *Bylaws Article VI, Sec. 5(e)*, (f)
- Heard in General Assembly
  - General Assembly will consider the resolution following the other resolutions[3] *Bylaws Article VI, Sec. 5(g)*
  - Substantive amendments that change the intent of the petitioned resolution may only be adopted by the GA *2006 General Assembly Resolution sec. 6(C)*

Voting Procedure in the General Assembly

Consent Calendar: Resolution approved by Policy Committee(s) and GRC. Petitioned resolution approved by GRC)

- GRC Chair will be asked to give the report from the GRC and will ask for adoption of the GRC's recommendations
- Ask delegates if there is a desire to call out a resolution for discussion
- A voting delegate may make a motion to remove a resolution from the consent calendar for discussion
- If a motion is made to pull a resolution, the General Assembly votes on whether to pull the resolution from the consent calendar.
- If a majority of the General Assembly votes to pull the resolution, set "called out" reso(s) aside. If the motion fails, the resolution remains on the consent calendar.
- If reso(s) not called out, or after 'called out" reso is set aside, then ask for vote on remaining resos left on consent
- Move on to debate on reso(s) called out
- After debate, a vote is taken
- Voting delegates vote on resolutions by raising their voting cards.[4]

[3] Petitioned Resolutions on the Consent Calendar will be placed after all General Resolutions on the Consent Calendar. Petitioned Resolutions on the Regular Calendar will be placed after all General Resolutions on the Regular Calendar.

[4] Amendments to League bylaws require 2/3 vote

Regular Calendar: Regular resolutions approved by Policy Committee(s)[5], and GRC recommends disapproval or referral; Regular resolutions disapproved or referred by Policy Committee(s)[6] and GRC approves; Petitioned resolutions disapproved or referred by the GRC.

- Open the floor to determine if a voting delegate wishes to debate a resolution on the regular calendar.
- If no voting delegate requests a debate on the resolution, a vote to ratify the recommendation of the GRC on the resolution is taken.
- Upon a motion by a voting delegate to debate a resolution, a debate shall be held if approved by a majority vote of the General Assembly. If a majority of the General Assembly to debate the resolution is not achieved, then a vote shall be taken on whether to ratify the GRC's recommendation. If a majority of the General Assembly approves of the motion to debate the resolution, debate will occur. After debate on the resolution, a vote is taken based upon the substitute motion that was made, if any, or on the question of ratifying the GRC's recommendation.
- Voting delegates vote by raising their voting cards.

[5] Applies in the instance where the GRC recommendation of disapproval or refer is counter to the recommendations of the policy committees.

[6] Applies in the instance where the GRC recommendation to approve is counter to the recommendations of the policy committees.

1. **RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING ON THE CALIFORNIA PUBLIC UTILITIES COMMISSION TO AMEND RULE 20A TO ADD PROJECTS IN VERY HIGH FIRE HAZARD SEVERITY ZONES TO THE LIST OF ELIGIBILITY CRITERIA AND TO INCREASE FUNDING ALLOCATIONS FOR RULE 20A PROJECTS**

Source: City of Rancho Palos Verdes
Concurrence of five or more cities/city officials
Cities: City of Hidden Hills, City of La Cañada Flintridge, City of Laguna Beach, City of Lakeport, City of Malibu, City of Moorpark, City of Nevada City, City of Palos Verdes Estates, City of Rolling Hills Estates, City of Rolling Hills, City of Ventura
Referred to: Environmental Quality Policy Committee; Transportation, Communications, and Public Works Policy Committee

WHEREAS, the California Public Utilities Commission regulates the undergrounding conversion of overhead utilities under Electric Tariff Rule 20 and;

WHEREAS, conversion projects deemed to have a public benefit are eligible to be funded by ratepayers under Rule 20A; and

WHEREAS, the criteria under Rule 20A largely restricts eligible projects to those along streets with high volumes of public traffic; and

WHEREAS, the cost of undergrounding projects that do not meet Rule 20A criteria is left mostly or entirely to property owners under other parts of Rule 20; and

WHEREAS, California is experiencing fire seasons of worsening severity; and

WHEREAS, undergrounding overhead utilities that can spark brush fires is an important tool in preventing them and offers a public benefit; and

WHEREAS, brush fires are not restricted to starting near streets with high volumes of public traffic; and

WHEREAS, expanding Rule 20A criteria to include Very High Fire Hazard Severity Zones would facilitate undergrounding projects that would help prevent fires; and

WHEREAS, expanding Rule 20A criteria as described above and increasing funding allocations for Rule 20A projects would lead to more undergrounding in Very High Fire Hazard Severity Zones; and now therefore let it be,

RESOLVED that the League of California Cities calls on the California Public Utilities Commission to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility and to increase funding allocations for Rule 20A projects.

Background Information on Resolution No. 1

Source: City of Rancho Palos Verdes

Background:
Rancho Palos Verdes is the most populated California city to have 90 percent or more of residents living in a Cal Fire-designated Very High Fire Hazard Severity Zone. Over the years, the Palos Verdes Peninsula has seen numerous brush fires that were determined to be caused by electrical utility equipment.

Across the state, some of the most destructive and deadly wildfires were sparked by power equipment. But when it comes to undergrounding overhead utilities, fire safety is not taken into account when considering using ratepayer funds to pay for these projects under California's Electric Tariff Rule 20 program. The program was largely intended to address visual blight when it was implemented in 1967. Under Rule 20A, utilities must allocate ratepayer funds to undergrounding conversion projects chosen by local governments that have a public benefit and meet one or more of the following criteria:

- Eliminate an unusually heavy concentration of overhead lines;
- Involve a street or road with a high volume of public traffic;
- Benefit a civic or public recreation area or area of unusual scenic interest; and,
- Be listed as an arterial street or major collector as defined in the Governor's Office of Planning and Research (OPR) Guidelines.

As we know, brush fires are not restricted to erupting in these limited areas. California's fire season has worsened in severity in recent years, claiming dozens of lives and destroying tens of thousands of structures in 2018 alone.

Excluding fire safety from Rule 20A eligibility criteria puts the task of undergrounding power lines in Very High Fire Hazard Severity Zones squarely on property owners who are proactive, willing and able to foot the bill.

The proposed resolution calls on the California Public Utilities Commission to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the proposed resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

If adopted, utilities will be incentivized to prioritize undergrounding projects that could potentially save millions of dollars and many lives.

League of California Cities Staff Analysis on Resolution No. 1

Staff: Rony Berdugo, Legislative Representative, Derek Dolfie, Legislative Representative, Caroline Cirrincione, Legislative Policy Analyst
Committees: Environmental Quality; Transportation, Communications, and Public Works

Summary:
This Resolution, in response to intensifying fire seasons and hazards associated with exposed energized utility lines, proposes that the League of California Cities (League) call upon the California Public Utilities Commission (CPUC) to amend the Rule 20A program by expanding the criteria for undergrounding overhead utilities to include projects in Very High Fire Hazard Severity Zones (VHFHSZ). This Resolution also proposes that the League call upon the CPUC to increase utilities' funding allocations for Rule 20A projects.

Background

California Wildfires and Utilities

Over the last several years, the increasing severity and frequency of California's wildfires have prompted state and local governments to seek urgent prevention and mitigation actions. Record breaking wildfires in Northern and Southern California in both 2017 and 2018 have caused destruction and loss of life. This severe fire trend has local officials seeking solutions to combat what is now a year-round fire season exacerbated by years of drought, intense weather patterns, untamed vegetation and global warming.

These conditions create a dangerous catalyst for wildfires caused by utilities as extreme wind and weather events make downed power lines more of a risk. In response to recent catastrophic wildfires, Governor Newsom established a Strike Force tasked with developing a "comprehensive roadmap" to address issues related to wildfires, climate change, and utilities. The Strike Force report acknowledges that measures to harden the electrical grid are critical to wildfire risk management. A key utility hardening strategy: undergrounding lines in extreme high-fire areas.

Governor Newsom's Wildfire Strike Force program report concludes, "It's not a question of "if" wildfire will strike, but "when."

Very High Fire Hazard Severity Zones

This Resolution seeks to expand the undergrounding of overhead utility lines in VHFHSZ. California Government Code Section 51178 requires the Director of the California Department of Forestry and Fire Protection (CalFIRE) to identify areas in the state as VHFHSZ based on the potential fire hazard in those areas. VHFHSZ are determined based on fuel loading, slope, fire weather, and other relevant factors. These zones are in both local responsibility areas and state responsibility areas. Maps of the statewide and county by county VHFHSZ can be found here.[1]

[1] https://osfm.fire.ca.gov/divisions/wildfire-prevention-planning-engineering/wildland-hazards-building-codes/fire-hazard-severity-zones-maps/

More than 25 million acres of California wildlands are classified under very high or extreme fire threat. Approximately 25 percent of the state's population, 11 million people, live in those high-risk areas. Additionally, over 350,000 Californians live in cities that are nearly encompassed within Cal Fire's maps of VHFHSZ. Similar to the proponents of this Resolution, City of Rancho Palos Verdes, over 75 communities have 90 percent or more of residents living in a VHFHSZ.

CPUC Rule 20 Program

The CPUC's Rule 20 program lays out the guidelines and procedures for converting overhead electric and telecommunication facilities to underground electric facilities. Rule 20 funding and criteria is provided at four levels. Levels A, B, and C, reflect progressively diminishing ratepayer funding for undergrounding projects. Recently added Rule 20D is a relatively new program that is specific to San Diego Gas and Electric (SDG&E), which was created in response to the destructive 2007 wildfires. Each of these levels will be discussed below:

Rule 20A

The first California overhead conversion program, Rule 20A, was created in 1967 under then Governor Ronald Reagan. The program was created to provide a consistent and structured means of undergrounding utility lines throughout the state with costs covered broadly by utility ratepayers.

Each year, Investor Owned Utilities (IOUs) propose their Rule 20A allocation amounts to the CPUC during annual general rate case proceedings. In this process, IOUs propose revised utility customer rates based on expected service costs, new energy procurement and projects for the following year, including Rule 20 allocations. The CPUC then reviews, amends, and approves IOU rates. Currently, the cumulative budgeted amount for Rule 20A for Pacific Gas and Electric (PG&E), Southern California Edison (SCE), and San Diego Gas and Electric (SDG&E) totals around $95.7 million.

The funding set aside by IOUs for Rule 20A is allocated to local governments through a credit system, with each credit holding a value to be used solely for the costs of an undergrounding project. The credit system was created so that local governments and IOUs can complete undergrounding projects without municipal financing. Through Rule 20A, municipalities that have developed and received city council approval for an undergrounding plan receive annual credits from the IOU in their service area. At the last count by the CPUC, over 500 local governments (cities and counties) participate in the credit system.

While these credits have no inherent monetary value, they can be traded in or banked for the conversion of overhead lines. Municipalities can choose to accumulate their credits until their credit balance is sufficient to cover these conversion projects, or choose to borrow future undergrounding allocations for a period of up to five years. Once the cumulative balance of credits is sufficient to cover the cost of a conversion project, the municipality and the utility can move forward with the undergrounding. All of the planning, design, and construction is performed by the participating utility. Upon the completion of an undergrounding project, the utility is compensated through the local government's Rule 20A credits.

At the outset of the program, the amount of allocated credits were determined by a formula which factored in the number of utility meters within a municipality in comparison to the utilities' service territory. However, in recent years the formula has changed. Credit allocations for IOUs, except for PG&E, are now determined based on the allocation a city or county received in 1990 and is then adjusted for the following factors:

- 50% of the *change from the 1990* total budgeted amount is allocated for the ratio of the number of overhead meters in any city or unincorporated area to the total system overhead meters; and
- 50% of the *change from the 1990* total budgeted amount is allocated for the ratio of the number of meters (which includes older homes that have overhead services, and newer homes with completely underground services) in any city or the unincorporated area to the total system meters.

As noted, PG&E has a different funding formula for their Rule 20A credit allocations as they are not tied to the 1990 base allocation. Prior to 2011, PG&E was allocating approximately five to six percent of its revenue to the Rule 20A program. The CPUC decided in 2011 that PG&E's Rule 20A allocations should be reduced by almost half in an effort to decrease the growing accumulation of credits amongst local governments. Since 2011, PG&E's annual allocations for Rule 20A have been around $41.3 million annually, which is between two and three percent of their total revenue.

Criteria for Rule 20A Projects

For an undergrounding project to qualify for the Rule 20A program, there are several criteria that need to be met. The project must have a public benefit and:

1. Eliminate an unusually heavy concentration of overhead lines
2. Involve a street or road with a high volume of public traffic
3. Benefit a civic or public recreation area or area of unusual scenic interest,
4. Be listed as an arterial street or major collector as defined in the Governor's Office of Planning and Research (OPR) Guidelines

Notably, fire safety is excluded from the list of criteria that favors aesthetic and other public safety projects.

Rule 20A Credit System Imbalance Threatens Program Effectiveness

Allocations are made by utilities each year for Rule 20A credits. These current budget allocations total $95.7 million a year. Currently, the cumulative balance of credits throughout the state totals over $1 billion dollars. The Rule 20A cumulative balances aggregated by region can be found here.[2]

[2] Program Review, California Overhead Conversion Program, Rule 20A for Years 2011-2015, "The Billion Dollar Risk," California Public Utilities Commission.
https://www.cpuc.ca.gov/uploadedFiles/CPUC_Public_Website/Content/About_Us/Organization/Divisions/Policy_and_Planning/PPD_Work_Products_(2014_forward)(1)/PPD_Rule_20-A.pdf

Note: The existing credit allocation formulas do not consider a municipality's need or plans for overhead conversion projects, resulting in large credit balances in some jurisdictions.

Cities and counties are, however, able to trade or sell unallocated Rule 20A credits if they will not be used to fund local undergrounding projects. There have been several cases where one agency has sold their unused credits, often for less than the full dollar value of the credits themselves to another agency.

Rule 20B
Rule 20B projects are those that do not fit the Rule 20A criteria, but do, however, involve both sides of the street for at least 600 feet. These projects are typically done in conjunction with larger developments and are mostly paid for by the developer or applicant. Additionally, the applicant is responsible for the installation.

Rule 20C
Rule 20C projects are usually small projects that involve property owners. The majority of the cost is usually borne by the applicants. Rule 20C applies when the project does not qualify for either Rule 20A or Rule 20B.

Rule 20D--Wildfire Mitigation Undergrounding Program
Rule 20D was approved by the CPUC in January of 2014 and only applies to SDG&E. The Rule 20D program was established largely in response to the destructive wildfires that occurred in San Diego in 2007 as a wildfire mitigation undergrounding program. According to SDG&E, the objective of the Rule 20D undergrounding is exclusively for fire hardening as opposed to aesthetics. The program is limited in scope and is restricted to communities in SDG&E's Fire Threat Zone (now referred to as the High Fire Threat District or HFTD). As of this time, the program has yet to yield any projects and no projects are currently planned.

For an undergrounding project to qualify for the Rule 20D program, a minimum of three of the following criteria must be met. The project must be near, within, or impactful to:

- Critical electric infrastructure
- Remaining useful life of electric infrastructure
- Exposure to vegetation or tree contact
- Density and proximity of fuel
- Critical surrounding non-electric assets (including structures and sensitive environmental areas)
- Service to public agencies
- Accessibility for firefighters

Similar to Rule 20A, SDG&E must allocate funding each year through their general rate case proceedings to Rule 20D to be approved by the CPUC. This funding is separate from the allocations SDG&E makes for Rule 20A. However, the process of distributing this funding to localities is different. The amount of funding allocated to each city and county for Rule 20D is based on the ratio of the number of miles of overhead lines in SDG&E Fire Threat Zones in a city or county to the total miles of SDG&E overhead lines in the entire SDG&E fire zone. The

Rule 20D program is administered by the utility consistent with the existing reporting, engineering, accounting, and management practices for Rule 20A.

The Committee may want to consider whether Rule 20D should instead be expanded, adapted, or further utilized to support funding for overhead conversions within VHFHSZ throughout the state.

Fiscal Impact:

The costs to the State associated with this Resolution will be related to the staff and programmatic costs to the CPUC to take the necessary measures to consider and adopt changes to Rule 20A to include projects in VHFHSZ to the list of criteria for eligibility.

This Resolution calls for an unspecified increase in funding for Rule 20A projects, inferring that portions of increased funds will go towards newly eligible high fire hazard zones. While the Resolution does not request a specific amount be allocated, it can be assumed that these increased costs will be supported by utility ratepayers. According to the CPUC, the annual allocations towards Rule 20A are $95.7 million.

The CPUC currently reports a cumulative credit surplus valued at roughly $1 billion that in various regions, given the approval of expanded eligibility called for by this Resolution, could be used to supplement and reduce the level of new dollars needed to make a significant impact in VHFHSZ. The CPUC follows that overhead conversion projects range from $93,000 per mile for rural construction to $5 million per mile for urban construction.

The Resolution states that "California is experiencing fire seasons of worsening severity" which is supported by not only the tremendous loss of property and life from recent wildfires, but also in the rising costs associated with clean up, recovery, and other economic losses with high estimates in the hundreds of billions of dollars.

The Committee may wish to consider the costs associated with undergrounding utility lines in relation to the costs associated with past wildfires and wildfires to come.

Comments:

CPUC Currently Exploring Revisions to Rule 20

In May 2017, the CPUC issued an Order Instituting Rulemaking to Consider Revisions to Electric Rule 20 and Related Matters. The CPUC will primarily focus on revisions to Rule 20A but may make conforming changes to other parts of Rule 20. The League is a party in these proceedings will provide comments.

Beyond Rule 20A: Additional Options for Funding Undergrounding Projects

There are various ways in which cities can generate funding for undergrounding projects that fall outside of the scope of Rule 20A. At the local level, cities can choose to forgo the Rule 20A process and opt to use their own General Fund money for undergrounding. Other options are also discussed below:

Rule 20D Expansion
The City of Berkley in a 2018 study titled "Conceptual Study for Undergrounding Utility Wires in Berkley," found that the city could possibly qualify for Rule 20D funding if they actively pursued this opportunity in partnership with PG&E and the CPUC.

One of the study's recommendations is to advocate for release of 20D funds (now earmarked exclusively for SDG&E) to be used for more aggressive fire hardening techniques for above-ground utility poles and equipment, for undergrounding power lines, and for more aggressive utility pole and vegetation management practices in the Very High Hazard Fire Zone within Berkeley's city limits.

As an alternative to changing the criteria for Rule 20A, the Committee may wish to consider whether there is the opportunity to advocate for the expansion of Rule 20D funding more broadly, expanding its reach to all IOU territories.

Franchise Surcharge Fees
Aside from Rule 20 allocations, cities can generate funding for undergrounding through franchise fee surcharges. For example, SDG&E currently operates under a 50-year City franchise that was granted in 1970. Under the franchises approved by the San Diego City Council in December 1970, SDG&E agreed to pay a franchise fee to the City equivalent to 3% of its gross receipts from the sales of both natural gas and electricity for 30 years.

These fees were renegotiated in 2000 and in 2001 an agreement was between the City of San Diego, SDG&E, and the CPUC to extend the existing franchise fee to include revenues collected from surcharges. SDG&E requested an increase of 3.88% to its existing electric franchise fee surcharge. The bulk, 3.53% of this increase is to be used for underground conversion of overhead electric wires.

Based on SDG&E's revenue projections, the increase would result in an additional surcharge revenue amount of approximately $36.5 million per year. SDG&E estimates that this would create a monthly increase of approximately $3.00 to a typical residential customer's electric bill. These surcharge revenues would pay for additional undergrounding projects including those that do not meet the Rule 20A criteria. The City of Santa Barbara has also adopted a similar franchise surcharge fee.

Having this funding source allows the City of San Diego to underground significantly more miles of above ground utility lines than other municipalities. However, the surcharge is currently being challenged in court, as it is argued that the City had SDG&E impose a tax without a ballot measure.

Utility Bankruptcy and Undergrounding Funding
In considering this Resolution, it is important to understand that Rule 20A allocations have been more substantial in the past. As mentioned earlier, prior to 2011, PG&E was allocating approximately 5% to 6% of its revenue to the Rule 20A program. Therefore, it is not unreasonable to encourage an increase in Rule 20A allocations as history shows that utilities had the capacity to do so in the past.

However, in a time where IOUs such as PG&E are facing bankruptcy as the result of utility caused wildfires, there is the possibility that expanding rule 20A funding will generate more costs for the ratepayers.

Questions to Consider:

1) Is Rule 20A or Rule 20D the more appropriate program to advocate for such an expansion?
2) Are there any wildfire risks outside of VHFHSZ that could be mitigated by undergrounding projects?

Existing League Policy:

Public Safety:
The League supports additional funding for local agencies to recoup the costs associated with fire safety in the community and timely mutual aid reimbursement for disaster response services in other jurisdictions. (pg. 43)

The League supports the fire service mission of saving lives and protecting property through fire prevention, disaster preparedness, hazardous-materials mitigation, specialized rescue, etc., as well as cities' authority and discretion to provide all emergency services to their communities. (pg. 43)

Transportation, Communication, and Public Works:
Existing telecommunications providers and new entrants shall adhere to local city policies on public utility undergrounding. (pg. 54)

The League supports protecting the additional funding for local transportation and other critical unmet infrastructure needs. (pg. 51)

The League supports innovative strategies including public private partnerships at the state and local levels to enhance public works funding. (pg. 52)

Environmental Quality
The League opposes any legislation that interferes with local utility rate setting authority and opposes any legislation that restricts the ability of a city to transfer revenue from a utility (or other enterprise activity) to the city's general fund. (pg. 9)

Cities should continue to have the authority to issue franchises and any program should be at least revenue neutral relative to revenue currently received from franchises. (pg. 9)

The League is concerned about the impacts of escalating energy prices on low income residents and small businesses. The League supports energy pricing structures and other mechanisms to soften the impacts on this segment of our community. (pg. 10)

2019 Strategic Goals

Improve Disaster Preparedness, Recovery and Climate Resiliency.

- Provide resources to cities and expand partnerships to better prepare for and recover from wildfires, seismic events, erosion, mudslides and other disasters.
- Improve community preparedness and resiliency to respond to climate-related, natural and man-made disasters.

Support:

The following letters of concurrence were received:
The City of Hidden Hills
The City of La Cañada Flintridge
The City of Laguna Beach
The City of Lakeport
The City of Malibu
The City of Moorpark
The City of Nevada City
The City of Palos Verdes Estates
The City of Rolling Hills Estates
The City of Rolling Hills
The City of Ventura

LETTERS OF CONCURRENCE

Resolution No. 1

Amendment to Rule 20A

City of Hidden Hills

6165 Spring Valley Road * Hidden Hills, California 91302
(818) 888-9281 * Fax (818) 719-0083

August 14, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

Dear President Arbuckle:

The City of Hidden Hills supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Larry G. Weber
Mayor

City Council
Leonard Pieroni, Mayor
Gregory C. Brown, Mayor Pro Tem
Jonathan C. Curtis
Michael T. Davitt
Terry M. Walker

August 14, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of La Cañada Flintridge supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The City of La Cañada Flintridge is one of the few Southern California cities in which 100% of the community within a Very High Fire Hazard Severity Zone. The City, in 1987, committed 100% of its 20A allocation for forty-five years from this year for a major downtown undergrounding project. Therefore, the only way our City can directly benefit from this Resolution is if there is an additional annual increased allocation for this purpose. Due to the extreme threat the City experienced at the time of the Station Fire, the City is keenly aware of the damage a fire may potentially cause, whether from utility issues or from natural causes. The City strongly supports any effort, including this Resolution, to reduce fire danger for the City's residents.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly with the City of La Cañada Flintridge in support.

Sincerely,

Leonard Pieroni
Mayor

One Civic Center Drive, La Cañada Flintridge, CA 91011 • (818) 790-8880 • Fax (818) 790-7536
www.lcf.ca.gov

July 25, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Laguna Beach supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. Ten to the Top 20 most destructive fires in California were caused by electrical sources. The California's Rule 20A program, which allows local governments to pay for undergrounding of utilities costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it. We also believe that this program should redirect unused Rule 20A allocations from cities who have no undergrounding projects planned to the cities in Very High Fire Hazard Severity zones.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects. The City of Laguna Beach recommends that the resolution also be amended to call on the CPUC to redirect unused Rule 20A allocations from cities who have no undergrounding projects planned to the cities in Very High Fire Hazard Severity zones.

Nearly 90% of the City of Laguna Beach land area is designated under State Law and local ordinance as Very High Fire Hazard Severity Zone. While the City has used Rule 20A and 20B funding in the past to underground more than half of its overhead utilities, sufficient funding is not available to underground the remaining parts of the City.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

505 FOREST AVE. • LAGUNA BEACH, CA 92651 • TEL (949) 497-3311 • FAX (949) 497-0771

RECYCLED PAPER

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Bob Whalen
Mayor

CITY OF LAKEPORT

Over 125 years of community pride, progress and service

August 7, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Lakeport supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Tim Barnes
Mayor
City of Lakeport

City of Malibu

Jefferson Wagner, Mayor

23825 Stuart Ranch Road · Malibu, California · 90265-4861

Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

RE: City of Rancho Palos Verdes Proposed Resolution to Amend California Public Utilities Commission Rule 20A – SUPPORT

Dear Ms. Arbuckle:

At its Regular meeting on August 12, 2019, the Malibu City Council unanimously voted to support the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state, but California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, as well as willing and able to foot the bill. The City of Malibu agrees with Rancho Palos Verdes that Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission (CPUC) should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects. As a recent series of news stories on wildfire preparedness in California pointed out, there are more than 75 communities across the state with populations over 1,000, including Rancho Palos Verdes and Malibu, where at least 90 percent of residents live in a Cal Fire-designated Very High Fire Hazard Severity Zone.

It is well-known that electric utility equipment is a common fire source, and has sparked some of the most destructive blazes in our state's history. Moving power lines underground is, therefore, a critical tool in preventing them. Currently, Rule 20A primarily addresses visual blight, but with fire seasons worsening, it is key that fire safety also be considered when local governments pursue Rule 20A projects, and that annual funding allocations for the program be expanded.

It is worth noting that the State does have a program, Rule 20D, that factors in fire safety for funding undergrounding projects. However, this is limited to San Diego Gas & Electric Company projects in certain areas only. This needs to be expanded to include projects in all projects within designated Very High Fire Hazard Severity Zones.

The proposed resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, the City of Malibu strongly concurs that the resolution should go before the General Assembly.

Sincerely,

Jefferson Wagner
Mayor

Cc: Honorable Members of the Malibu City Council
Reva Feldman, City Manager
Megan Barnes, City of Rancho Palos Verdes, mbarnes@rpvca.gov

CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021
Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 24, 2019

SUBMITTED ELECTRONICALLY

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

RE: SUPPORT FOR RANCHO PALOS VERDES RESOLUTION RE: POWER LINE UNDERGROUNDING

Dear President Arbuckle:

The City of Moorpark supports the City of Rancho Palos Verdes effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

All cities in Ventura County, including Moorpark, have wildfire prevention fresh in our memories following the highly destructive 2017-2018 Thomas Fire, which was caused by above-ground power lines. The 2018 Woolsey Fire similarly affected Ventura County, and lawsuits have been filed alleging it was also caused by above-ground power lines. Each of these fires caused billions of dollars in damages and highlight the importance of undergrounding power lines.

JANICE S. PARVIN, Mayor | CHRIS ENEGREN, Councilmember | ROSEANN MIKOS, Ph.D., Councilmember | DAVID POLLOCK, Councilmember | KEN SIMONS, Councilmember

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Janice Parvin
Mayor

cc: City Council
City Manager

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Nevada City supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission (CPUC) should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The City of Nevada City would also like to add that the local agency be given the power to use private firms to do design, inspect and construct Rule 20A projects in local jurisdiction rather than be required to use the designated local utility. In addition, the City of Nevada City wants the CPUC to allow local jurisdictions to transfer excess funds between agencies to better serve projects in high fire hazard severity zones.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Reinette Senum

Reinette Senum
Mayor
City of Nevada City

CITY OF PALOS VERDES ESTATES
INCORPORATED 1939
CALIFORNIA

CITY OF
Palos Verdes Estates

July 25, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Palos Verdes Estates supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's current Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Mayor Kenneth J. Kao
City of Palos Verdes Estates

cc: PVE City Council
PVE Interim City Manager Petru
RPV City Manager Willmore

340 Palos Verdes Drive West, Palos Verdes Estates, California 90274 310-378-0383

City of
Rolling Hills Estates

Judith Mitchell
Mayor

Velveth Schmitz
Mayor Pro Tem

Britt Huff
Council Member

Frank V. Zerunyan
Council Member

Steven Zuckerman
Council Member

August 14, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Rolling Hills Estates supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Judith Mitchell

Judith Mitchell
Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CALIF. 90274
(310) 377-1521
FAX: (310) 377-7288

August 14, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear Board of Directors:

The City of Rolling Hills supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Leah Mirsch
Mayor

Printed on Recycled Paper

CITY OF
VENTURA

July 29, 2019

Jan Arbuckle, President
League of California Cities
1400 K St., Ste. 400
Sacramento, CA 95814

Dear President Arbuckle:

The City of Ventura supports the City of Rancho Palos Verdes' effort to bring a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

Undergrounding power lines is an important tool in preventing destructive wildfires that have devastated communities across our state. But California's Rule 20A program, which allows local governments to pay for these costly projects with ratepayer funds, does not factor in fire safety for eligibility. Unless projects meet the program's limited eligibility criteria, they are left to be funded by property owners who are proactive, willing and able to foot the bill. We believe Rule 20A offers an important opportunity for fire prevention and that the California Public Utilities Commission should expand this program so more communities can utilize it.

The resolution calls on the CPUC to amend Rule 20A to include projects in Very High Fire Hazard Severity Zones to the list of criteria for eligibility. To facilitate more undergrounding projects in these high-risk zones, the resolution also calls on the CPUC to increase funding allocations for Rule 20A projects.

The resolution is also in line with one of the League's 2019 Strategic Goals of improving disaster preparedness, recovery and climate resiliency.

For these reasons, we concur that the resolution should go before the General Assembly.

Sincerely,

Alex D. McIntyre
City Manager

501 Poli Street • Ventura, California 93001 • 805-654-7800 • cityofventura.ca.gov

Printed on 100% post consumer recycled paper

2. A RESOLUTION CALLING UPON THE FEDERAL AND STATE GOVERNMENTS TO ADDRESS THE DEVASTATING IMPACTS OF INTERNATIONAL TRANSBOUNDARY POLLUTION FLOWS INTO THE SOUTHERNMOST REGIONS OF CALIFORNIA AND THE PACIFIC OCEAN

Source: San Diego County Division
Concurrence of five or more cities/city officials
Cities: Calexico; Coronado; Imperial Beach; San Diego
Individual City Officials: City of Brawley: Mayor Pro Tem Norma Kastner-Jauregui; Council Members Sam Couchman, Luke Hamby, and George Nava. City of Escondido: Deputy Mayor Consuelo Martinez. City of La Mesa: Council Member Bill Baber. City of Santee: Mayor John Minto, City of Vista: Mayor Judy Ritter and Council Member Amanda Young Rigby
Referred to: Environmental Quality Policy Committee

WHEREAS, international transboundary rivers that carry water across the border from Mexico into Southern California are a major source of sewage, trash, chemicals, heavy metals and toxins; and

WHEREAS, transboundary flows threaten the health of residents in the United States and Mexico, harm important estuarine land and water of international significance, force closure of beaches, damage farmland, adversely impact the South San Diego County and Imperial County economy; compromise border security, and directly affect U.S. military readiness; and

WHEREAS, a significant amount of untreated sewage, sediment, hazardous chemicals and trash have been entering southern California through both the Tijuana River Watershed (75 percent of which is within Mexico) and New River flowing into southern California's coastal waterways and residential and agricultural communities in Imperial County eventually draining into the Salton Sea since the 1930s; and

WHEREAS, in February 2017, an estimated 143 million gallons of raw sewage flowed into the Tijuana River and ran downstream into the Pacific Ocean and similar cross border flows have caused beach closures at Border Field State Park that include 211 days in 2015; 162 days in 2016; 168 days in 2017; 101 days in 2018; and 187 days to date for 2019 as well as closure of a number of other beaches along the Pacific coastline each of those years; and

WHEREAS, approximately 132 million gallons of raw sewage has discharged into the New River flowing into California through communities in Imperial County, with 122 million gallons of it discharged in a 6-day period in early 2017; and

WHEREAS, the presence of pollution on state and federal public lands is creating unsafe conditions for visitors; these lands are taxpayer supported and intended to be managed for recreation, resource conservation and the enjoyment by the public, and

WHEREAS, the current insufficient and degrading infrastructure in the border zone poses a significant risk to the public health and safety of residents and the environment on both

sides of the border, and places the economic stress on cities that are struggling to mitigate the negative impacts of pollution; and

WHEREAS, the 1944 treaty between the United States and Mexico regarding *Utilization of Waters of the Colorado and Tijuana Rivers and of the Rio Grande* allocates flows on trans-border rivers between Mexico and the United States, and provides that the nations, through their respective sections of the International Boundary Water Commission shall give control of sanitation in cross border flows the highest priority; and

WHEREAS, in 1993, the United States and Mexico entered into the *Agreement Between the Government of the United States of America and the Government of the United Mexican States Concerning the Establishment of a North American Development Bank* which created the North American Development Bank (NADB) to certify and fund environmental infrastructure projects in border-area communities; and

WHEREAS, public concerns in response to widespread threats to public health and safety, damage to fish and wildlife resources and degradation to California's environment resulting from transboundary river flow pollution in the southernmost regions of the state requires urgent action by the Federal and State governments, and

WHEREAS, Congress authorized funding under the U.S. Environmental Protection Agency's (EPA) Safe Drinking Water Act and established the State and Tribal Assistance Grants (STAG) program for the U.S.-Mexico Border Water Infrastructure Program (BWIP) in 1996 to provide grants for high-priority water, wastewater, and storm-water infrastructure projects within 100 kilometers of the southern border; and

WHEREAS, the EPA administers the STAG and BWIP programs, and coordinates with the North American Development Bank (NADB) to allocate BWIP grant funds to projects in the border zone; and

WHEREAS, since its inception, the BWIP program has provided funding for projects in California, Arizona, New Mexico and Texas that would not have been constructed without the grant program; and

WHEREAS, the BWIP program was initially funded at $100 million per year, but, over the last 20 years, has been continuously reduced to its current level of $10 million; and

WHEREAS, in its FY 2020 Budget Request, the Administration proposed to eliminate the BWIP program; and

WHEREAS, officials from EPA Region 9, covering California, have identified a multitude of BWIP-eligible projects along the southern border totaling over $300 million; and

WHEREAS, without federal partnership through the BWIP program and state support to address pollution, cities that are impacted by transboundary sewage and toxic waste flows are

left with limited resources to address a critical pollution and public health issue and limited legal remedies to address the problem; and

WHEREAS, the National Association of Counties, (NACo) at their Annual Conference on July 15, 2019 and the U.S. Conference of Mayors at their Annual Conference on in July 1, 2019 both enacted resolutions calling on the federal and state governments to work together to fund and address this environmental crisis; and

WHEREAS, local governments and the public support the State's primary objectives in complying with environmental laws including the Clean Water Act, Porter-Cologne Water Quality Control Act, and Endangered Species Act and are supported by substantial public investments at all levels of government to maintain a healthy and sustainable environment for future residents of California, and

WHEREAS, League of California Cities policy has long supported efforts to ensure water quality and oppose contamination of water resources; and

NOW, THEREFORE, BE IT RESOLVED at the League General Assembly, assembled at the League Annual Conference on October 18, 2019 in Long Beach, that the League calls upon the Federal and State governments to restore and ensure proper funding to the U.S- Mexico Border Water Infrastructure Program (BWIP) and recommit to working bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

Background Information on Resolution No. 2

Source: San Diego County Division

Background:
Along California's southern border with Mexico, the New River in Imperial County and the Tijuana River in San Diego County are a major sources of raw sewage, trash, chemicals, heavy metals, and toxins that pollute local communities. Sewage contaminated flows in the Tijuana River have resulted in significant impacts to beach recreation that includes the closure of Border Field State Beach for more than 800 days over the last 5-years. Similarly, contaminated flows in the New River presents comparable hazards, impacts farm land, and contributes to the ongoing crisis in the Salton Sea. These transboundary flows threaten the health of residents in California and Mexico, harms the ecosystem, force closures at beaches, damage farm land, makes people sick, and adversely affects the economy of border communities. The root cause of this cross border pollution is from insufficient or failing water and wastewater infrastructure in the border zone and inadequate federal action to address the problem through existing border programs.

The severity of cross border pollution has continued to increase, due in part to the rapid growth of urban centers since the passage of the North American Free Trade Agreement (NAFTA). While economic growth has contributed to greater employment, the environmental infrastructure of the region has not kept pace, which is why Congress authorized the Border Water Infrastructure Program (BWIP) in 1996. The U.S. Environmental Protection Agency (EPA) administers the BWIP and coordinates with the North American Development Bank (NADB) to provide financing and technical support for projects on both sides of the U.S./Mexico border. Unfortunately, the current BWIP funding at $10 million per year is only a fraction of the initial program budget that shares funding with the entire 2,000 mile Mexican border with California, Arizona, New Mexico and Texas. EPA officials from Region 9 have identified an immediate need for BWIP projects totaling over $300 million just for California. Without federal partnerships through the BWIP and state support to address cross border pollution, cities that are impacted by transboundary sewage and toxic waste flows are left with limited resources to address a critical pollution and public health issue.

The International Boundary and Water Commission (IBWC) is another important federal stakeholder that, under the Treaty of 1944 with Mexico, must address border sanitation problems. While IBWC currently captures and treats some of the pollution generated in Mexico, it also redirects cross border flows without treatment directly into California.

Improving environmental and public health conditions for communities along the border is essential for maintaining strong border economy with Mexico. The IBWC, EPA, and NADB are the important federal partners with existing bi-national programs that are able to immediately implement solutions on cross border pollution. California is in a unique position to take the lead and work with local and federal partners to implement real solutions that will addresses the long standing and escalating water quality crisis along the border.

For those reasons, the cities of Imperial Beach and Coronado requested the San Diego County Division to propose a resolution at the 2019 League Annual Conference calling upon the federal

and state governments to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California, San Diego and Imperial Counties and the Pacific Ocean.

On August 12, 2019 at the regularly scheduled meeting of the San Diego County Division, the membership unanimously endorsed submittal of the resolution, with close to 75% membership present and voting.

The Imperial County Division does not have a schedule meeting until after the deadline to submit proposed resolutions. However, the City of Calexico, which is most directly impacted by initial pollution flow of the New River from Mexicali, sent a letter in concurrence of this resolution as well as numerous city official from cities within Imperial County and the Imperial County Board of Supervisors. The League Imperial County Division will place a vote to support this resolution on the agenda of their September 26, 2019 meeting.

League of California Cities Staff Analysis on Resolution No. 2

Staff: Derek Dolfie, Legislative Representative
Carly Shelby, Legislative and Policy Development Assistant
Committees: Environmental Quality

Summary:
This Resolution states that the League of California Cities should call upon the State and Federal governments to restore and ensure proper funding for the U.S. – Mexico Border Water Infrastructure Program (BWIP) and work bi-nationally to address water quality issues resulting from transboundary flows from Mexico's Tijuana River into the United States containing untreated sewage, polluted sediment, and trash.

Background:
The League of California Cities' San Diego County Division is sponsoring this resolution to address their concerns over the contaminated flows from the Tijuana River into California that have resulted in the degradation of water quality and water recreational areas in Southern California.

The Tijuana River flows north through highly urbanized areas in Mexico before it enters the Tijuana River Estuary and eventually the Pacific Ocean via waterways in San Diego County in California. Urban growth in Tijuana has contributed to a rise in rates of upstream flows from water treatment facilities in Mexico. These treatment facilities have raised the amount of untreated sewage and waste in the Tijuana River due to faulty infrastructure and improper maintenance. The federal government refers to the river as an "impaired water body" because of the presence of pollutants in excess, which pose significant health risks to residents and visitors in communities on both sides of the border.

Federal Efforts to Address Pollution Crisis
To remedy the Tijuana River's low water quality, the United States and Mexico entered into a Treaty in 1944 entitled: *Utilization of Waters of the Colorado River and Tijuana Rivers and of the Rio Grande – the International Boundary and Water Commission* (IBWC). The IBWC was designed to consist of a United States section and a Mexico section. Both sections were tasked with negotiating and implementing resolutions to address water pollution in the area, which includes overseeing the development of water treatment and diversion infrastructure.

After the formation of the IBWC, the U.S. and Mexico entered into a treaty in 1993 entitled: *Agreement Concerning the Establishment of a Border Environment Cooperation Commission and a North American Development Bank.* This agreement established the North American Development Bank (NADB), which certifies and funds infrastructure projects located within 100 kilometers (62 miles) of the border line. The NADB supports federal programs like the Border Water Infrastructure Program (BWIP), which was initially funded at $100 million, annually.

The degradation of existing water treatment infrastructure along the border coincides with the federal government's defunding of the BWIP, which has steadily decreased from $100 million in 1996 to $10 million today. The Federal FY 2020 Budget proposes eliminating BWIP funding

altogether. EPA's regions 6 and 9 (includes U.S. states that border Mexico) have identified a number of eligible projects that address public health and environmental conditions along the border totaling $340 million.

The NADB has funded the development of water infrastructure in both the U.S. and Mexico. Water diversion and treatment infrastructure along the U.S – Mexico border includes, but is not limited to, the following facilities:

- *The South Bay International Wastewater Treatment Plant (SBIWTP).* This facility was constructed by the U.S. in 1990 and is located on the California side of the border and is operated under the jurisdiction of the IBWC. The SBIWTP serves as a diversion and treatment sewage plant to address the flow of untreated sewage from Mexico into the United States.
- *Pump Station CILA.* CILA was constructed by Mexico in 1991 and is located along the border in Mexico. This facility serves as the SBIWTP's Mexican counterpart.

Both the SBIWTP and CILA facilities have had a multitude of overflows containing untreated sewage and toxic waste that spills into the Tijuana River. The cause of overflows can be attributed to flows exceeding the maximum capacity that the infrastructure can accommodate (this is exacerbated during wet and rainy seasons) and failure to properly operate and maintain the facilities. Much of the existing infrastructure has not had updates or repairs for decades, causing overflows to become more frequent and severe. The most notable overflow occurred in February 2017, wherein 143 million gallons of polluting waste discharged into the Tijuana River; affecting the Tijuana Estuary, the Pacific Ocean, and Southern California's waterways.

State Actions

In response to the February 2017 overflow, the San Diego Water Board's Executive Officer sent a letter to the U.S. and Mexican IBWC Commissioners which included recommendations on how to improve existing infrastructure and communications methods between both nations.

In September of 2018, California Attorney General Xavier Becerra submitted a lawsuit against IBWC for Violating the Clean Water Act by allowing flows containing sewage and toxic waste to flow into California's waterways, posing a public health and ecological crisis. The cities of Imperial Beach, San Diego, Chula Vista, the Port of San Diego, and the San Diego Regional Water Quality Board have also filed suit against the IBWC. The suit is awaiting its first settlement conference on October 19, 2019. If parties are unable to reach a settlement, the case will go to trial.

Fiscal Impact:

California's economy is currently the sixth largest in the world, with tourism spending topping $140.6 billion in 2018. In the past five years, San Diego's Border Field State Park has been closed for over 800 days because of pollution from the Tijuana River. A decline in the State's beach quality and reputation could carry macroeconomic effects that could ripple outside of the San Diego County region and affect coastal communities throughout California.

Existing League Policy

The League of California Cities has extensive language on water in its Summary of Existing Policy and Guiding Principles. Fundamentally, the League recognizes that beneficial water quality is essential to the health and welfare of California and all of its citizens. Additionally, the League advocates for local, state and federal governments to work cooperatively to ensure that water quality is maintained.

The following policy relates to the issue of water quality:

- Surface and groundwater should be protected from contamination.
- Requirements for wastewater discharge into surface water and groundwater to safeguard public health and protect beneficial uses should be supported.
- When addressing contamination in a water body, water boards should place priority emphasis on clean-up strategies targeting sources of pollution, rather than in stream or end-of-pipe treatment.
- Water development projects must be economically, environmentally and scientifically sound.
- The viability of rivers and streams for instream uses such as fishery habitat, recreation and aesthetics must be protected.
- Protection, maintenance, and restoration of fish and wildlife habitat and resources.

Click here to view the **Summary of Existing Policy and Guiding Principles 2018**.

Comments:

1. Water quality issues are prevalent across California and have been a constant priority of the State's legislature and residents. In 2014, California's voters approved Proposition 1, which authorized $7.5 billion in general obligation bonds to fund water quality improvement projects. In 2019, the Legislature reached an agreement to allocate $130 million from the State's Greenhouse Gas Reduction Fund (GGRF) to address failing water infrastructure and bad water qualities for over one million of California's residents in rural communities. Water quality is not an issue unique to the County of San Diego and communities along the border.

2. Tijuana River cross-border pollution has caught national attention. Members of Congress have proposed recent funding solutions to address the pollution crisis, including:
   - In February of 2019, California Congressional Representatives Vargas, Peters, and Davis helped secure $15 million for the EPA to use as part of its BWIP.
   - *H.R. 3895 (Vargas, Peters, 2019), The North American Development Bank Pollution Solution Act.* This bill seeks to support pollution mitigation efforts along the border by increasing the NADB's capital by $1.5 billion.
   - *H.R. 4039 (Levin, 2019), The Border Water Infrastructure Improvement Act.* This bill proposes increasing funding to the BWIP from the existing $10 million to $150 million as a continuous appropriation until 2025.

   Additionally, the National Association of Counties (NACo) and the U.S. Conference of Mayors enacted resolutions in support of increased funding for U.S. – Mexico border water infrastructure to address the environmental crisis in 2019.

3. The border pollution problem has sparked action from local, state, and federal actors. Should this resolution be adopted, League membership should be aware that future action will be adapted by what is explicitly stated in the resolution's language. In current form, the resolution's resolve clause cites the BWIP as the only program that should receive reinstated and proper funding. League staff recommends the language be modified to state:

   > **"NOW, THEREFORE, BE IT RESOLVED** at the League General Assembly, assembled at the League Annual Conference on October 18, 2019 in Long Beach, that the League calls upon the Federal and State governments to restore and ensure proper funding *for environmental infrastructure on the U.S. – Mexico Border, including* ~~to~~ the ~~U.S- Mexico~~ Border Water Infrastructure Program (BWIP), and recommit to working bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state."

   Modifying the language would ensure enough flexibility for the League to support funding mechanisms outside of the prescribed federally-operated BWIP.

4. It remains unclear if there is an appetite in Washington to fund border-related infrastructure projects that address environmental quality. Given the high probability of another overflow containing waste and sewage from the existing infrastructure operated by the IBWC, League membership should consider the outcome if no resolution is reached to address the issue.

Support:
The following letters of concurrence were received:
Cities:
The City of Calexico
The City of Coronado
The City of Imperial Beach
The City of San Diego
In their individual capacity:
Amanda Young Rigby, City of Vista Council Member
Bill Baber, City of La Mesa Council Member
Consuelo Martinez, City of Escondido Deputy Mayor
George A. Nava, City of Brawley Council Member
John Minto, City of Santee Mayor
Judy Ritter, City of Vista Mayor
Luke Hamby, City of Brawley Council Member
Norma Kastner-Jauregui, City of Brawley Mayor Pro-Tempore
Sam Couchman, City of Brawley Council Member

LETTERS OF CONCURRENCE

Resolution No. 2

International Transboundary
Pollution Flows

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2110
Fax: 760.768.2103
www.calexico.ca.gov

CITY OF CALEXICO

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: **Environmental and Water Quality Impacts Of International Transboundary River Pollution Flow Resolution**

President Arbuckle:

The city of Calexico strongly supports the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

Local government and the public support the State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant heath, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Viva Calexico!

If you have any questions or require additional information, please do not hesitate to contact me at 760/768-2110.

Sincerely,

CITY OF CALEXICO

David Dale
City Manager

Cc: Honorable Mayor Bill Hodge

CITY OF CORONADO

1825 STRAND WAY
CORONADO, CA 92118

OFFICE OF THE CITY MANAGER
(619) 522-7335
FAX (619) 522-7846

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts of International Transboundary River Pollution Flows Resolution

This letter is written on behalf of and with the support of the Coronado City Council. The City of Coronado wholeheartedly supports the resolution adopted by the San Diego County and Imperial County Division of the California League of Cities.

The San Diego County Division's resolution calls upon the federal and state governments to restore and ensure proper funding of the U.S.-Mexico Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

The City has been working closely with the Environmental Protection Agency and other federal partners on the matter since early 2018. City leaders are committed to finding long-term, sustainable solutions to this problem. Through its advocacy and education efforts, the City of Coronado has raised national awareness of the problem among legislators, political appointees and career staff at federal agencies. These efforts have been successful. However, the City along with our coalition partners, look forward to more action to swiftly resolve this issue.

Local government and the public support the state's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant health, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, Coronado values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me if you have any questions.

Sincerely,

Blair King
Coronado City Manager

cc: Coronado Mayor and City Council
Bill Baber, President, San Diego County Division
c/o Catherine Hill, Regional Public Affairs Manager, San Diego County Division chill@cacities.org

City of Imperial Beach, California

OFFICE OF THE CITY MANAGER

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K St. Suite 400
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flow Resolution

President Arbuckle:

The city of Imperial Beach appreciates and supports the San Diego County Division's effort to submit a resolution for consideration by the full membership of the League of California Cities.

The Division's resolution calls on Federal and State government to address the impacts of transboundary pollution flows into the Southwestern regions of California. The pollution in these areas is an environmental disaster that threatens the health and general welfare of residents near the Mexican border in Imperial and San Diego Counties.

I encourage all voting delegates and elected officials in attendance at the 2019 Annual League of California Cities Conference in Long Beach to support this important resolution as it addresses the critical need for the federal and state government to recommit to work bi-nationally to address the serious contamination issues and to develop and implement long-term solutions.

I am available for any questions or additional information related to this letter of support.

Sincerely,

Andy Hall
City Manger

Cc: Honorable Mayor Serge Dedina
Honorable Mayor Pro Tem Robert Patton
Honorable Councilmember Paloma Aguirre
Honorable Councilmember Ed Spriggs
Honorable Councilmember Mark West

City of Imperial Beach, California

OFFICE OF THE MAYOR

825 Imperial Beach Blvd., Imperial Beach, CA 91932 Tel: (619) 423-8303 Fax: (619) 628-1395

August 16, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flow Resolution

President Arbuckle:

The city of Imperial Beach strongly supports the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

Local government and the public support the State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. This resolution addresses the critical need for the federal and state governments to recommit to work bi-nationally to develop and implement long-term solutions to address serious water quality and contamination issues, such as discharges of untreated sewage and polluted sediment and trash-laden transboundary flows originating from Mexico, that result in significant heath, environmental and safety concerns in communities along California's southern border impacting the state.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. If you have any questions or require additional information, please do not hesitate to contact me at 619-423-8303.

Sincerely,

Serge Dedina
Mayor

THE CITY OF SAN DIEGO

KEVIN L. FAULCONER
Mayor

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: **Environmental and Water Quality Impacts of International Transboundary River Pollution Flow Resolution**

President Arbuckle:

The City of San Diego supports the San Diego County Division in their effort to submit a resolution to the General Assembly at the League of California Cities' 2019 Annual Conference in Long Beach.

To suppress the flow of pollution between the Mexico and Southern California's water channels, the Division requests for the Federal and State governments to give proper funding to the Border Water Infrastructure Program (BWIP).

The City of San Diego and its citizens have expressed their concerns about untreated sewage, polluted sediment and trash flowing from Mexico, into California, causing health, environmental and safety concerns. The State's water and environmental quality objectives and League policy has long supported efforts to ensure water quality and oppose contamination of water resources. With the Division's resolution, the great need for federal and state governments to reconsider working together, will help in developing a long-term solution to address serious water quality and contamination issues.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Please contact me at (619)453-9946 if you have any questions.

Sincerely,

Denice Garcia
Director of International Affairs

Cc: Honorable Mayor Kevin L. Faulconer

202 C STREET, 11TH FLOOR • SAN DIEGO, CA 92101

AMANDA YOUNG RIGBY
CITY COUNCILWOMAN

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Re: Border Sewage Issues

Dear President Arbuckle;

As a Council Member in the City of Vista, and solely in my individual capacity as such, I write in ***support*** of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the constant sewage pollution issues at the international border with Mexico.

This Resolution requests that the federal and state governments recognize the paramount importance of this issue and address the devastating impacts that this constant contamination has on the southernmost regions of California and the Pacific coastline by requesting the necessary funding to develop and implement effective and long term solutions to the raw sewage contamination coming into San Diego and Imperial Counties from Mexico.

Although I have lived in Vista for 27 years now, I grew up in Imperial Beach and know well the severe health and environmental impact that this situation has had on our border communities for the ***decades***.

As a member of the League, I value the League's ability to effectively advocate on behalf of not only our cities but in effect, our citizens, and this is an important issue for our entire state. Should you have any questions or comments, please contact me at the number below. Thank you for your consideration.

Most Sincerely,

Amanda Young Rigby
Council Member, City of Vista

cc: Vista City Council
Vista City Manager
Vista City Attorney
City of Imperial Beach
City of Coronado
City of Calexico
City of San Diego

200 Civic Center Drive, Vista, California 92084-6275 | T: (760) 643-5213 | F: (760) 639-6132 | E: arigby@cityofvista.com | cityofvista.com

CITY OF
LA MESA
JEWEL of the HILLS

August 16, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Environmental and Water Quality Impacts Of International Transboundary River Pollution Flows Resolution

President Arbuckle:

As a Council Member for the City of La Mesa and in my individual capacity, not on behalf of the full La Mesa City Council as a body or the City, I am writing you in support of the San Diego County Division's effort to submit a resolution for consideration by the General Assembly at the League's 2019 Annual Conference in Long Beach.

The Division's resolution calls upon the Federal and State governments to restore and ensure proper funding of the Border Water Infrastructure Program (BWIP) to address the devastating impacts of international transboundary pollution flows into the waterways of the southernmost regions of California (San Diego and Imperial Counties) and the Pacific Ocean.

As San Diego County Division President and a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at 619-667-1106, should you have any questions.

Sincerely,

Bill Baber

BILL BABER
COUNCIL MEMBER CITY OF LA MESA
PRESIDENT, LEAGUE SAN DIEGO COUNTY DIVISION

8130 ALLISON AVENUE • LA MESA, CA 91941 • TEL: 619.667.1105 FAX: 619.462.7528

ESCONDIDO
City of Choice

Consuelo Martinez, Deputy Mayor
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4638

August 16, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the city of Escondido, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at cmartinez@escondido.org if you have any questions.

Sincerely,

Consuelo Martinez
Deputy Mayor

cc: Honorable Mayor and City Council Members
Jeffrey R. Epp, City Manager

CITY OF BRAWLEY

ADMINISTRATIVE OFFICES
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

George A. Nava
City Council Member
City of Brawley

AYOR
hn W. Minto

Y COUNCIL
nn Hall
ephen Houlahan
ura Koval
b McNelis

CITY OF SANTEE

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As Mayor of the city of Santee, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

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As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (JMinto@cityofsanteeca.gov) if you have any questions.

Sincerely,

JOHN W. MINTO
Mayor
City of Santee

10601 Magnolia Avenue • Santee, California 92071 • (619) 258-4100 • www.cityofsanteeca.gov

JUDY RITTER
MAYOR

August 16, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As Mayor of the city of Vista, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

The passage of the proposed resolution by the San Diego County Division would provide support for the restoration of much needed funding and development and implementation of long-term solutions to address serious water quality and contamination issues, such as discharge of untreated sewage and polluted sediment and trash-laden transboundary flows that result in significant health, environmental, and safety concerns in communities along California's southern border impacting the state.

As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at jritter@cityofvista.com if you have any questions.

Sincerely,

Judy Ritter
Mayor
City of Vista

200 Civic Center Drive, Vista, California 92084-6275 | P: (760) 639-6130 | F: (760) 639-6132 | E: jritter@cityofvista.com | cityofvista.com

CITY OF BRAWLEY

ADMINISTRATIVE OFFICES
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

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As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Luke Hamby
City Council Member
City of Brawley

CITY OF BRAWLEY

ADMINISTRATIVE OFFICES
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

This resolution calls upon the federal and state governments to address the devastating impacts of international transboundary pollution flows into the southernmost regions of California and the Pacific Ocean by requesting the necessary funding to develop solutions for pollution coming into San Diego County and Imperial County waterways through the Tijuana River and New River, respectively.

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As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Norma Kastner-Jauregui
Mayor Pro-Tempore
City of Brawley

CITY OF BRAWLEY

ADMINISTRATIVE OFFICES
383 Main Street
Brawley, CA 92227
Phone: (760) 351-3048
FAX: (760) 351-3088

August 15, 2019

Jan Arbuckle, President
League of California Cities
1400 K Street, 4th Floor
Sacramento, CA 95814

Dear President Arbuckle:

As one Council Member of the City of Brawley, and in my individual capacity and not on behalf of the Council as a body or the City, I write in support of the League of California Cities 2019 Annual Conference Resolution proposed by the San Diego County Division to address the transboundary river flow pollution impacting cities in San Diego and Imperial Counties.

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As a member of the League, I value the policy development process provided to the General Assembly. I appreciate your time on this issue. Please feel free to contact me at (City email) if you have any questions.

Sincerely,

Sam Couchman
City Council Member
City of Brawley