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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL,
NEEDLES PUBLIC UTILITY AUTHORITY
CITY OF NEEDLES, CALIFORNIA
TUESDAY, JUNE 11, 2019
COUNCIL EXECUTIVE SESSION – **5:00 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

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

CALL TO ORDER
ROLL CALL

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

RECESS TO EXECUTIVE SESSION

a) Conference with labor negotiator pursuant to California Government Code §54957.6 – Personnel – Agency Representative City Manager Rick Daniels – Employee Organizations: Needles Unclassified Employees Association (NUEA) and Teamsters Local 1932

b) Conference with real property negotiator pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating Parties are the City of Needles as the potential seller and Ashot Minasian as the potential buyer of the property described as 2.2 acres generally located at the north west corner of W. Broadway and G Street, APN 0186-095-04 and APN 0186-095-03 (aka APN 0185-351-11). Under negotiations are the price and terms.

c) Conference with legal counsel – existing litigation pursuant to Government Code §54956.9 – City of Needles v Vietnam Nguyen and Ontana Planet Green, San Bernardino County Superior Court No. CIVDS 1906480

EXECUTIVE SESSION – Report by City Attorney

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

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

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

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

1) Report by Board of Public Utilities Commission LeJeune on the 2019 Solar Summit held in Scottsdale AZ on May 14-15, 2019 (INF)

PUBLIC HEARING

2) Public hearing noticed to consider all evidence and testimony for or against approval of a general plan amendment from "CR" Commercial Resort to "CH" Highway Commercial and a zone change from "CRR" Commercial Residential Resort to "C3" Highway Commercial for the property located along Needles Highway, 320 Balboa, APN 0660-081-01 through -04, 0660-081-08 and -09 and 0660-091-04; Applicant Deer Park Development **continued from April 9**
   - Staff Report
   - PowerPoint Presentation
   - Council Questions of Staff
   - Mayor to reopen the public hearing
   - Public Comment
   - Mayor to close the public hearing
   - Council Discussion / Deliberation
   - Ordinance No. 615-AC approving a general plan amendment from "CR" Commercial Resort to "CH" Highway Commercial and a zone change from "CRR" Commercial Residential Resort to "C3" Highway Commercial for the property located along Needles Highway, 320 Balboa, APN 0660-081-01 through -04, 0660-081-08 and -09 and 0660-091-04 (1st reading – post) (ACT)

RECESS CITY COUNCIL MEETING AND CONVENE A JOINT MEETING WITH THE NEEDLES PUBLIC UTILITY AUTHORITY
CALL TO ORDER (Roll Call previously taken)

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

PUBLIC HEARING

3) NPUA / COUNCIL: Public hearing noticed to consider all evidence and testimony for or against proposed NPUA and City Budgets for Fiscal Year 2019-2020
   - Staff Report
   - Council Questions of Staff
   - Mayor to open the public hearing
   - Public Comment
   - Mayor to close the public hearing
   - Council Discussion / Deliberation
   - Resolution No. 2019-33 adopting the proposed city budget for F/Y 2019-2020 (ACT)
   - Resolution No. 06-11-2019-NPUA adopting the proposed NPUA budget for F/Y 2019-2020 (ACT)

4) NPUA / COUNCIL: Authorize the purchase of one (1) 2019 Ford 250 4WD with service body and ladder rack through Sourcewell Contract 120716-NAF, National Auto Fleet Group, not to exceed $55,000 from the electric vehicle replacement fund (ACT)

ADJOURN THE JOINT NPUA MEETING AND RECONVENE CITY COUNCIL MEETING

CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 5 through 19 on the Consent Calendar by affirmative roll call vote. (ACT)

5) Approve the warrants register through June 11, 2019

6) Waive the reading and adopt Ordinance No. 617-AC amending the Needles Municipal Code Section 15A-5(f) Recreation Area Use (Policy) removing the four-hour parking restriction for the Jack Smith Memorial Park Designated Parking Area and Cul-de-sac and requiring vehicles towing watercraft trailers to park outside of the area (2nd reading – publish)

7) Waive the reading and adopt Resolution No. 2019-20 amending Resolution Nos. 2017-108, -109, -110 and -111 approving an extension of time for four conditional use permits (CUP) for four marijuana cultivation facilities located at the intersection of E. Broadway and Victory Drive

8) Waive the reading and adopt Resolution No. 2019-21 amending Resolution Nos. 2018-70 and 2018-71 approving an extension of time for two conditional use permits (CUP) issued for marijuana facilities Suite "A" and Suite "B" located at 2208 Needles Highway (former site of the Relax Inn Motel)

9) Waive the reading and adopt Resolution No. 2019-23 amending Resolution No. 2017-107 approving an extension of time for a Conditional Use Permit (CUP) issued for a marijuana cultivation facility at 900 E. Broadway, APN 0186-241-61 that expires on June 11, 2019 (former site of Baker Ambulance and Robinson's Electric)

10) Waive the reading and adopt Resolution No. 2019-24 amending Resolution Nos. 2017-83 and 2017-84 approving an extension of time for two conditional use permits (CUP) issued for marijuana facilities, Suite "A", and Suite "B", located at 2109 Needles Highway (former site of the Le Brun Motel)

11) Waive the reading and adopt Resolution No. 2019-25 amending Resolution Nos. 2017-94, -95, -96, -97, -98, -99, -100 and -101 approving an extension of time for eight conditional use permits issued for marijuana facilities located at 320 Balboa

12) Waive the reading and adopt Resolution No. 2019-26 approving the application for Statewide Park Development and Community Revitalization Program Grant Funds for Needles Aquatic Center;
Resolution No. 2019-27 approving the application for Statewide Park Development and Community Revitalization Program Grant Funds for Duke Watkins Park;
Resolution No. 2019-28 approving the application for Statewide Park Development and Community Revitalization Program Grant Funds for Jack Smith Park; and
Resolution No. 2019-29 approving the application for Statewide Park Development and Community Revitalization Program Grant Funds for Bureau Bay Nature Walk; accepting the terms of the proposed grant(s) if awarded and delegates the authority to City Manager Daniels to conduct all negotiations and execute all documents

13) Waive the reading and adopt Resolution No. 2019-30 approving a Third Amendment to and Extension of Agreement to provide operations of a local route deviation transit service (NAT) between the City of Needles and McDonald Transit Associates, Inc. providing for a three-month extension through September 30, 2019

14) Waive the reading and adopt Resolution No. 2019-31 approving a Second Amendment to and Extension of Agreement for Dial-a-Ride (DAR) and Dial-a-Ride Medical Services between the City of Needles and McDonald Transit Associates, Inc. providing for a three-month extension through September 30, 2019

15) Waive the reading and adopt Resolution No. 2019-32 approving a Third Amendment to and Extension of Agreement for Dial-a-Ride (DAR) and Dial-a-Ride Medical Services between the City of Needles and McDonald Transit Associates, Inc. implementing a shopper shuttle pilot program effective July 10, 2019

16) Waive the reading and adopt Resolution No. 2019-34 amending Resolution No. 2017-102 approving a six-month extension of time for a conditional use permit (CUP) issued for a marijuana cultivation facility located at 138 "D" Street, APN 0186-106-28, 0186-106-29 and 0186-106-34

17) Waive the reading and adopt Resolution No. 2019-35 amending Resolution Nos. 2017-87 (3259 Needles Hwy, APN 0660-091-11), 2017-88 (3265 Needles Hwy, APN 0660-091-12) and 2017-89 (3271 Needles Hwy, APN 0660-091-14) approving an extension of time for three (3) conditional use permits (CUP) issued for marijuana cultivation facilities

18) Waive the reading and adopt Resolution No. 2019-36 changing the name of the park located at the corner of "K" Street and Front Street from Roadside Rest aka Rotary Park to "Route 66 Train Park"

19) Approve the extension of the Agreement with MSB Facilities, Inc. for a Temporary Certificate of Occupancy for an additional six (6) months for the building located at 1105 Lillyhill Drive, APN 0186-191-50 and 0186-191-53

End of Consent Calendar

REGULAR ITEMS

20) Provide direction to staff regarding proposal for Needles Marina Resort Dredge Material to create a new parking area on 1st Beach north of the Golf Course Concession Stand and to possibly relocate the retention pond to the west end of the site (ACT)

21) Resolution No. 2019-38 amending the City of Needles – Needles Marina Park Sublease Agreement to accurately identify the new owners as Needles Marina Resort Inc., the real property as T.9N. R.23E. Sec 29, Lots 5, 6 and 7 and Assign in whole the leasehold interest of the Needles Marina Resort to Horizon Community Bank (ACT)

22) Discussion declaring the City of Needles a Second Amendment Sanctuary City (DIS)

23) Authorize the Mayor and Council Member(s) to attend the ICSC Western Conference and Deal Making Event at the Los Angeles Convention Center on September 16-18, 2019 (ACT)

24) Authorize the Mayor and Council Member(s) to attend the Annual League of California Cities Conference scheduled for October 16-18, 2019 in Long Beach, CA and designate a voting delegate and alternate(s) (ACT)

25) Waive the reading and adopt Resolution No. 2019-37 amending Resolution No. 2017-112 approving a six-month extension of time for a conditional use permit (CUP) issued for a marijuana manufacturing facility located at 110 Cibola, APN 0186-157-12 and 0186-157-13 (ACT)

26) Accept the bid of Trinity Construction in the amount of $104,269.50 to purchase and install security glass and drywall in the front lobby of the Administrative and Utility Billing Office at 817 Third Street using $15,000 from F/Y 19-20 budgeted Building Maintenance Fund and the balance from the reserves of the Utility Business Office Internal Service Fund; authorize staff to issue a Notice of Award and Notice to Proceed (ACT)

27) Accept Change Order #1 in the amount of $24,320 for the installation of a moisture mitigation system for the unforeseen issues discovered after demolition of the existing gymnasium floor at the Recreation Center (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: June 7, 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 7th day of June 2019.

Dale Jones

Dale Jones, CMC, City Clerk

To: Ranie Torrance, Rick Daniels
Re: Solar Summit 2019
From: Phil Lejeune
c/c: Utility Board commission, City Council

2019 Solar Summit synopsis (not in order of presentation)

The step down of Investment Tax Credit (ITC) was a big issue. They (solar investors) are eluding to the fact that it would either extended or reduced by there is no solid directions from the government. Policy making has been slow to warm up to investors and banks alike. There was a discussion regarding 'safe harboring' (a new spin word for stock piling...sigh) PV modules before the end of ITC this year. The concern is that with technology evolving as quickly as it is, those panels may become obsolete or have interface problems with newer power inverters and/or panels.

There is a slow but steady mindset that will change government and financial institutions to support solar energy and its growth. Statistic are showing that be 2023, solar power plants will have lower levelized cost of energy (LCOE) of gas or coal planet. This in turn reduces both time and amount of green house gases of peaker plants going online to cover large peaks demands.

Must 'incentify' future solar projects in order to deal with ITC step down. This will take a lot of government lobbying to write better policies and PPAs. Instead of using the scale of solar power plants, it will be performance based.

There has been significant improvements in solar cell technology that has made them much more attractive investments with higher efficiencies and up to 30 year guarantee operation life cycles. Without going into detail, they are designed to increase the bandwidth of light as well as increasing the amount of electrons absorption (bifacial and PERC cells) thus increasing power densities of the panel. This translates to smaller panels, more energy and lighter weight making them easier to install.

There is still a push back from the electric utilities against solar (big surprise). One method to discourage solar is Time of Use (TOU) rates that under cut rates during peak solar production. There is concern regarding grid stability because of harmonic distortion from a non-linear load such as PV inverters. Point is that the grid will fundamentally change and the utilities must embrace it and promote overall distribution to include customer battery storage (which can be tapped when needed).

Another issue is there is insufficient planning on dealing with 'end of life' panels recycling. Since China is refusing waste, there is going to be a large demand on proper disposal/recycling. I didn't hear any concrete planning so I will research more on this.

The 'community solar' projects are becoming more popular. A community solar project—sometimes referred to as a solar garden or shared renewable energy plant—is a solar power plant whose electricity is shared by more than one household.'Community solar' can refer to both 'community-owned' projects as well as third party-owned plants whose electricity is shared by a community (we already have one on the apartments at Coronado and J street).

6-11-19 #1

On the last day, I was extremely impressed with new kinds of financing available for visually everybody despite of economics level. Hayes Bernard founder of 'LoanPal' that started out as a refinance company but expanded in providing financing to include solar rolled in the house payment. Please check him out to get a better idea that might benefit Needles customers at https://www.loanpal.com.

The bottom line is solar is here to stay. I've only glazed over what was given to me and still decompressing information learned. It has opened my eyes and made me dust off my electronics knowledge and my passion of renewable energy and look forward to help the City of Needles be at the fore front of this technology.

There is simply too much to cover and will look forward to hear any questions or comments.

Thank you for giving me this opportunity!

Phillip J. Lejeune
Utility Board commisioner

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

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

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

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

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

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

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

#2

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

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

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

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

At the March 26, 2019 City Council meeting the matter did not pass with the required four votes; Councilor Terral made a motion to continue the public hearing, receiving the votes necessary to continue the matter to the April 9,2019 meeting.

At the April 9, 2019 City Council meeting, during public testimony, discussion included the revitalization of the "Needles Lagoon", that was located east of the applicant's property, currently comprised of three parcels owned by the State that have become a heavily wooded dry area. City Council directed that funding for the revitalization project be pursued within a 60-day window, and that after the 60-days, that the matter be brought back to the Planning Commission for re-consideration. To date, funding for the revitalization project, estimated at $4 million+, has not been identified.

At the June 5, 2019 Planning Commission meeting, the Planning Commission considered it.

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

City of Needles, California
Request for City Council Action

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

Submitted By: Patrick Martinez, Development Director

City Management Review: Patrick Martinez for Rick Daniels **Date:** 06/06/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 2

ORDINANCE 615-AC

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

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

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

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

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

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

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

WHEREAS, the matter was continued to the April 9, 2019 City Council meeting; and

WHEREAS, on April 9, 2019, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for the proposed General Plan Amendment and Zone Change and the matter was referred back to the Planning Commission for re-consideration; and,

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on May 8, 2019, 10 days prior to said meeting, and notices

were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on June 5, 2019, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to the General Plan Amendment and Zone Change and considered the matter; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on May 8, 2019, 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing for a proposed General Plan Amendment and Zone Change; and

WHEREAS, on June 11, 2019, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for the proposed General Plan Amendment and Zone Change; and,

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

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

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

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

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

A. The project is consistent with the General Plan

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

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

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

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

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

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

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

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

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

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

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

FINDING: The proposed Zone Change to Highway Commercial (C-3) will not create a significant imbalance or deficit in the housing needs for the City of Needles as

forecasted by the Southern California Associate of Government's (SCAG) Regional Housing Needs Assessment (RHNA), as SCAG has identified 181 additional residences required in the City of Needles based on population, and that the City has a number of properties zoned for residential development that can fulfill this need.

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

1) Applicant to ensure that existing private water lines located on his property(s) and attached to structures on or near his property remain in place and functional or are relocated due to lot reconfigurations and continue to provide the same services that exist as of this date.

2) Applicant to provide a 20' wide paved easement from Needles Highway, across the property known as APN 0660-081-04 to the property line of the parcel known as APN 0660-081-05

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

PASSED AND APPROVED FOR INTRODUCTION at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES: COUNCIL MEMBERS

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(seal)

ATTEST: _____
City Clerk

Approved as to form:

_____
City Attorney

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

AYES: COUNCIL MEMBERS

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(seal)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Additional attachments to this agenda item is on file with the City Clerk and available upon request

djones@cityofneedles.com

Thank you.

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

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

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

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

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

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

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

#2

City of Needles, California
Request for City Council Action

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

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

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

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

At the March 26, 2019 City Council meeting the matter did not pass with the required four votes; Councilor Terral made a motion to continue the public hearing, receiving the votes necessary to continue the matter to the April 9,2019 meeting.

At the April 9, 2019 City Council meeting, during public testimony, discussion included the revitalization of the "Needles Lagoon", that was located east of the applicant's property, currently comprised of three parcels owned by the State that have become a heavily wooded dry area. City Council directed that funding for the revitalization project be pursued within a 60-day window, and that after the 60-days, that the matter be brought back to the Planning Commission for re-consideration. To date, funding for the revitalization project, estimated at $4 million+, has not been identified.

At the June 5, 2019 Planning Commission meeting, the Planning Commission considered it.

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

City of Needles, California
Request for City Council Action

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

Submitted By: Patrick Martinez, Development Director

City Management Review: Patrick Martinez for Rick Daniels **Date:** 06/06/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 2

ORDINANCE 615-AC

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

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

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

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

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

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

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

WHEREAS, the matter was continued to the April 9, 2019 City Council meeting; and

WHEREAS, on April 9, 2019, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for the proposed General Plan Amendment and Zone Change and the matter was referred back to the Planning Commission for re-consideration; and,

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on May 8, 2019, 10 days prior to said meeting, and notices

were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on June 5, 2019, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to the General Plan Amendment and Zone Change and considered the matter; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on May 8, 2019, 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing for a proposed General Plan Amendment and Zone Change; and

WHEREAS, on June 11, 2019, the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for the proposed General Plan Amendment and Zone Change; and,

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

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

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

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

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

A. The project is consistent with the General Plan

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

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

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

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

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

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

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

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

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

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

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

FINDING: The proposed Zone Change to Highway Commercial (C-3) will not create a significant imbalance or deficit in the housing needs for the City of Needles as

forecasted by the Southern California Associate of Government's (SCAG) Regional Housing Needs Assessment (RHNA), as SCAG has identified 181 additional residences required in the City of Needles based on population, and that the City has a number of properties zoned for residential development that can fulfill this need.

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

1) Applicant to ensure that existing private water lines located on his property(s) and attached to structures on or near his property remain in place and functional or are relocated due to lot reconfigurations and continue to provide the same services that exist as of this date.

2) Applicant to provide a 20' wide paved easement from Needles Highway, across the property known as APN 0660-081-04 to the property line of the parcel known as APN 0660-081-05

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

PASSED AND APPROVED FOR INTRODUCTION at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES: COUNCIL MEMBERS

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(seal)

ATTEST: _____
City Clerk

Approved as to form:

_____
City Attorney

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

AYES: COUNCIL MEMBERS

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(seal)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

City of Needles

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

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

May 13, 2019

The Honorable Shannon Grove
Minority Leader California State Senate
State Capitol
Sacramento, CA 95814

Re: Needles Lagoon

Dear Minority Leader Grove,

The City of Needles respectfully requests the Department of Fish and Wildlife (formerly known as Fish and Game) uphold the Needles Lagoon Boundary Line Agreement (BLA 263) that was executed on January 8, 1991, between the California State Lands Commission and the Private Parties that were involved.

Article 2 of the Needles Lagoon Boundary Line Agreement indicates once the "Agreement" was finalized and recorded (Recorded with San Bernardino County Clerk on March 18, 1991) the State Lands Commission intended to lease the State's interest in abandoned riverbed to the California Department of Fish and Wildlife. The long-term lease to the California Department of Fish and Wildlife would allow the agency to restore, manage and maintain the property as fish and wildlife habitat.

The City currently lacks the funds locally and cannot financially participate at this time. The restoration was a responsibility of the Department of Fish and Wildlife and they should honor it.

For these reasons, the City of Needles requests the State Lands Commission and the Department of Fish and Wildlife to uphold the Needles Lagoon Boundary Line Agreement.

Sincerely,

Mayor Jeff Williams
City of Needles

Attachment A: Needles Lagoon Boundary Line Agreement
Attachment B: Boundary Line Agreement Minute Action

cc. California State Senator Shannon Grove Yucca Valley Office
cc. Charlton Bonham, Director California Department of Fish and Wildlife
cc. California State Lands Commission

MEMORANDUM

TO: PLANNING COMMISSION
FROM: Barbara Beard, Planning Commissioner
DATE: May 30, 2019

RE: Needles Lagoon

Madam Chair Kidd, Commissioners McDaniel, Wade, Dressler, Ostby and Rath:

This afternoon, May 30, 2019, I spoke with Representative Shannon Grove's Assistant, Tracy Reynolds, about the possibilities and hope of revitalizing the Needles Lagoon. As you will recall from our last PC Meeting on this rezoning application, a Court Stipulated Judgment filed on March 18, 1991, in the San Bernardino County Superior Court, was recorded with the San Bernardino County Recorder and is part and parcel to all property abutting the legally-described Needles Lagoon acreage, including the Kemper parcels which abut the Lagoon. Thus, Mr. Kemper was on notice of the Court Judgment when he purchased the parcels at issue in 2005 and 2007.

The following is one crucial paragraph in the Judgment, and which I believe is the heart of the entire Judgment—preservation of the lagoon and wildlife (SLC is "State Lands Commission"):

> Article 2. **Abandoned Riverbed**. Par 2.1 Once this Agreement is finalized and recorded SLC intends to lease the State's interest in abandoned riverbed lying westerly of the middle of the channel to the California Department of Fish and Game (Fish& Game). This long-term lease will allow Fish and Game to restore, manage and maintain the property as fish and wildlife habitat...

My conversation with Ms. Reynolds of the Senator's office was encouraging. Mr. Daniels has now written Senator Grove's office (copy of letter in the packet), to request their assistance in exploring enforcement of the terms of the Court Judgment. To that end, Council Member Tim Terral has also had a conference call with the State Lands Commission, Fish & Wildlife (then Fish & Game), both of which were party to the Judgment, and Patrick Martinez.

Ms. Reynolds informed me that their office is exploring several avenues and ideas. They have had discussions with Fish & Wildlife (new name) and the SLC and both entities are on board to help us. However, Fish & Wildlife states they have no money budgeted for the Lagoon restoration.

Ms. Reynolds states, "There are lots of irons in the fire." She added that they are even checking into the possibility of drafting legislation that might help us, but not to get our hopes up yet. She suggested getting a grant writer to see if any funding can be obtained from the Bureau of Reclamation, suggesting that they may have several component-type grants, e.g., one to remove foliage, another to get skip loaders, bulldozers and other heavy equipment in, etc.

As most lay people can see, all parties ordered to restore the Lagoon are in contempt of the Court Order. I believe it was poorly drafted (and intentionally so) but the heart of the agreement is restoration of the Needles Lagoon, which any fair and impartial Judge would clearly see. I have been informed that one argument which might be made against restoration, albeit fallacious, is the existence of a cannabis manufacturing business immediately abutting the Lagoon wildlife habitat restoration described in the Court Order (i.e., it could kill the

wildlife and particularly endangered species). And that could also fuel arguments against any legislation which might be proposed. Cannabis is legalized in California, and we have stringent regulations regarding the mandated filters and maintenance thereof. But we aren't always speaking to relevance when it comes to California political and budget maneuvering. I believe Assemblyman Jay Obernolte (Big Bear), who sits on the State Budget Committee, has been very clear on that issue when he has visited Needles.

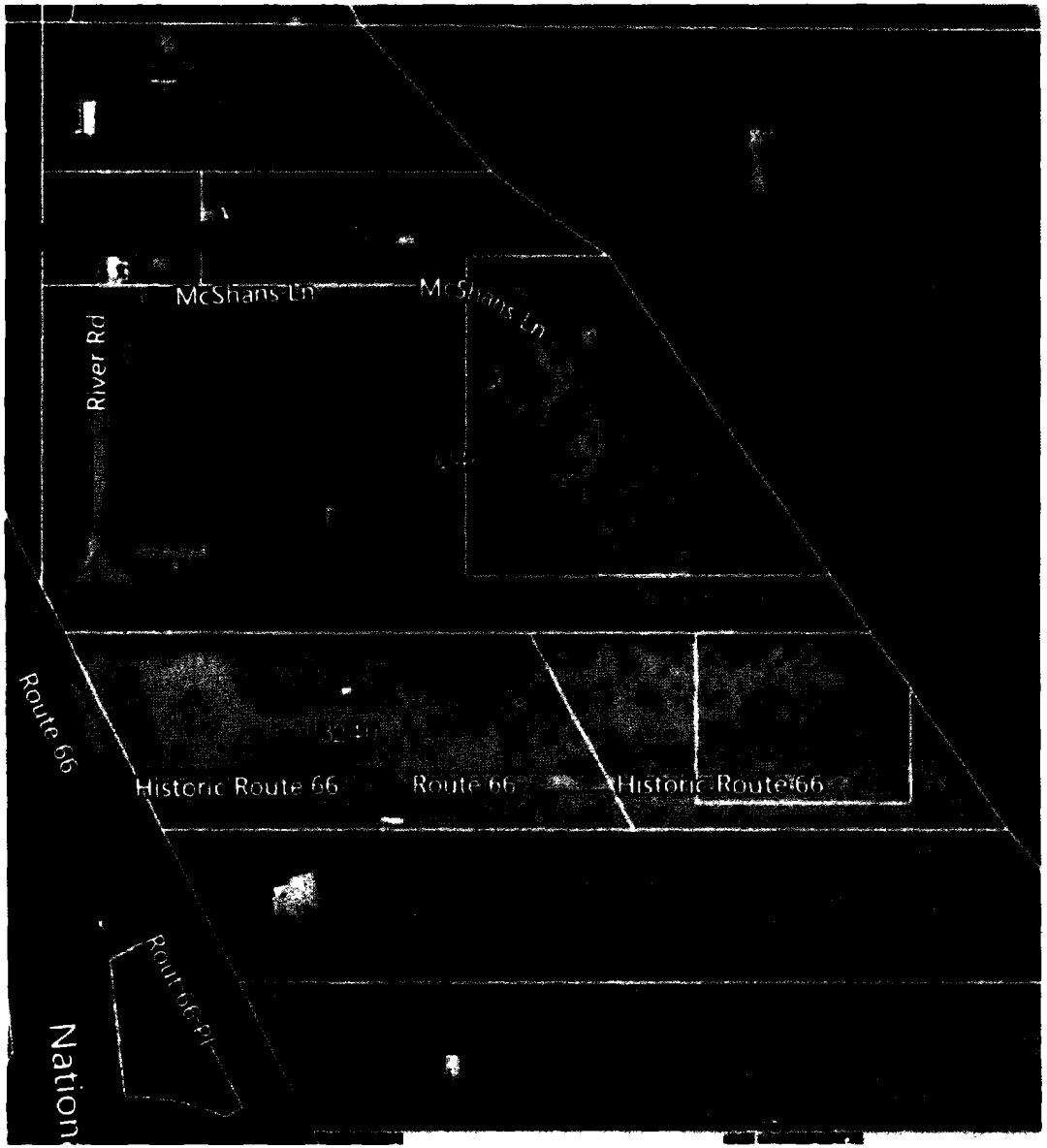
My concern is that, if we change our Zoning to the parcels which abut property on the lagoon acreage, it could work as a deterrent to any hope we have of getting the Lagoon restored. With the existing political arena, California State Government and administrative entities are likely to do everything they can to avoid spending money. The Colorado River is our most precious asset and I believe we have a duty to protect it in any way we can.

Thank you.

Barbara Beard, Planning Commissioner

Current Land Use for Needles Lagoon:

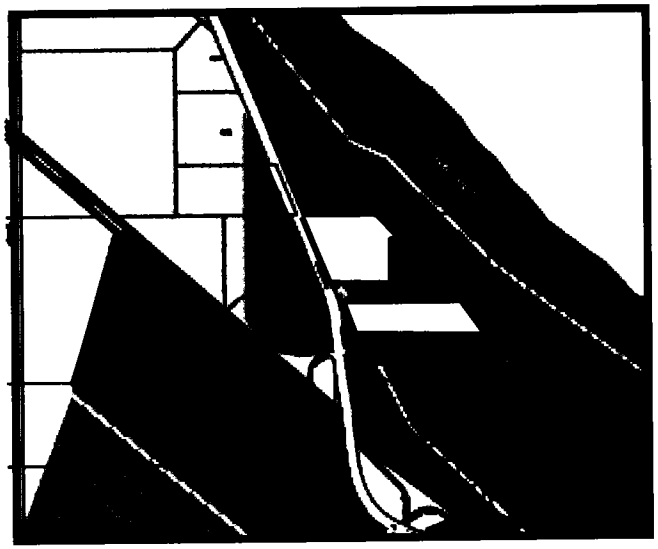
(e) CRR Commercial, Residential, Resort Zone. This zone is intended for types of uses that would occur essentially along the river and contain apartments, hotels, motels, restaurants, boat clubs, marinas, specialty and gift shops and convenience services, goods and supplies for boat owners, water skiers, scuba divers and the visiting public, using marina and aquatic recreational facilities. This zone is intended to allow for sufficient diversity of land use types in the resort tourist areas for interest, convenience and a resort atmosphere while avoiding the dangers of overcrowding and a haphazard mixing of land uses. (Ord. No. 427-AC, (part).)



ATTACHMENT: A—GIS SITE PLAN

APPLICANT: KEMPER

ADDRESS: NEEDLES HIGHWAY

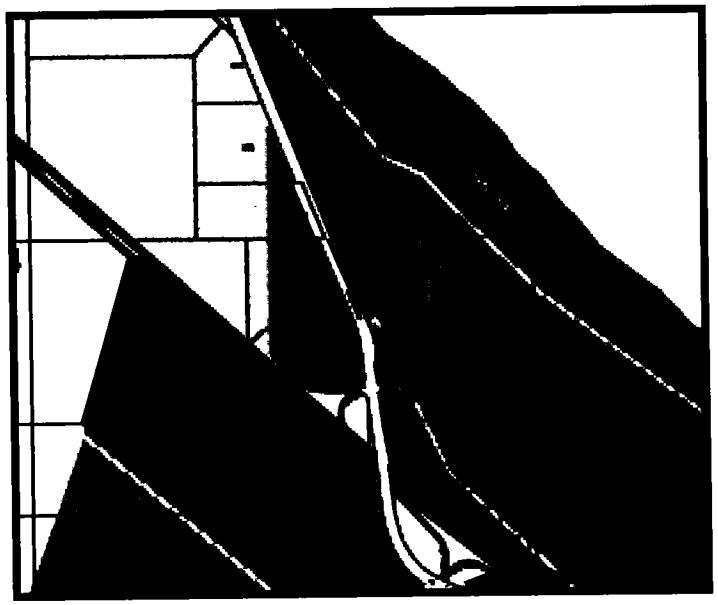


Existing Designations

- Highway Commercial
- Resort Commercial
- Parks / Recreation Commercial
- Medium Density Residential
- Project Site

Proposed Designations

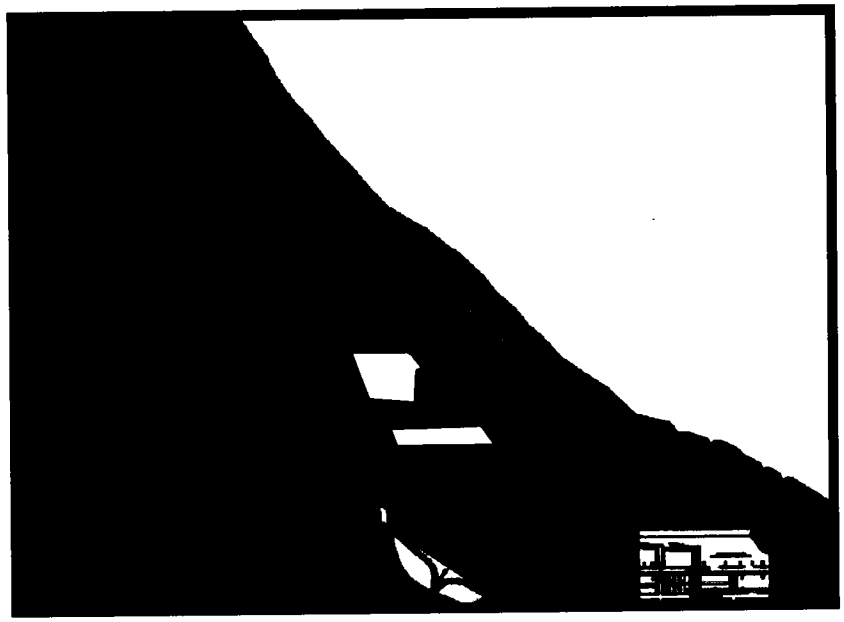
- Highway Commercial
- Resort Commercial
- Parks / Recreation Commercial
- Medium Density Residential
- Project Site



ATTACHMENT: B—GENERAL PLAN AMENDMENT

APPLICANT: KEMPER

ADDRESS: NEEDLES HIGHWAY



EXISTING ZONING

- CRR COMMERCIAL, RESIDENTIAL, RESORT
- C-3 HIGHWAY COMMERCIAL
- C-2 GENERAL COMMERCIAL
- C-1 NEIGHBORHOOD COMMERCIAL
- P PUBLIC FACILITIES
- PROJECT SITE

PROPOSED ZONING

- CRR COMMERCIAL, RESIDENTIAL, RESORT
- C-3 HIGHWAY COMMERCIAL
- C-2 GENERAL COMMERCIAL
- C-1 NEIGHBORHOOD COMMERCIAL
- P PUBLIC FACILITIES
- PROJECT SITE

ATTACHMENT: C—ZONE CHANGE

APPLICANT: KEMPER

ADDRESS: NEEDLES HIGHWAY

March 6, 2019

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

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

RE: Rezoning of West Needles

Ms. Semione,

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

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

I have other concerns that I will discuss openly.

Thank You for your time and consideration.

Respectfully,

_____

Donald Anderson

Re Reconsideration of Ordinance 615-AC (lagoon parcels)

May 30, 2019

Needles Planning Commissioners
817 Third Street
Needles, CA 92363

PLEASE reconsider Ordinance 615-AC regarding the Needles Lagoon parcels at your Wednesday, June 5, 2019 meeting. It may be the most important vote you ever take.

Considering your previous vote, I'm convinced that you must not be prior fans of the Needles Lagoon, therefore let me summarize it's many qualities:

The lagoon was the only safe area on the river for water skiing and was a great place for swimming, inter-tubing (my personal favorite), boating, fishing, walking along the river, sunbathing, socializing, barbecuing, picnicking, walking your dog, and reading. Go there once, - - - and you will be hooked. ☺ The lagoon always reminded me of a small Lake Havasu.

On the other hand, the lagoon parcels are the greatest view properties in Needles, with a full view of Boundary Cone in the background, in addition to the lagoon activity.

Received 6-3-2019

Why on earth would you want to put marijuana warehouses on rare, high end real estate? Marijuana can easily be housed elsewhere in the city. Also, an abundance of marijuana businesses and large warehouses should not be permitted at freeway exits because most tourists will be turned off. I certainly would be. Tourists take exits to find restaurants, motels, service stations, attractions, etc. Warehouses will not attract them and they will block the view of the lagoon.

Historically, the Needles Lagoon has been the greatest tourist draw in Needles. However, tourists need to be able to see it from the freeway exit. However, for the past 30 years the lagoon has been in disarray, to say the least. The water evaporated and serious weeds and rattlesnakes took over. I've been trying to get it fixed but the state of California has been dragging their feet because they know they have to pick up the bill for all the repairs. All of the lagoon parcels are part of The Boundary Line Agreement which requires the state to maintain the lagoon in a wet condition for perpetuity. In exchange, the lagoon parcel owners had to agree to give the state the acres of their land that would be under water. When all the parties involved came to an agreement it was finalized and added to the property titles.

I'm currently trying to get the ball rolling with the state, along with State Senator Shannon Grove, former City Councilor and current Utility Board Member Terry Campbell, current City Councilor Tim Terral and the existing original lagoon parcel

owners (which includes myself). This is no time to be messing up the present zoning. All of the original parcel owners invested a LOT of time, money, and many acres of land to the lagoon project. Please don't let it be wasted.

As you reconsider your prior decision, please keep in mind that the lagoon parcels (and the city of Needles) would be far better off with mobile homes, RV Parks, single family homes, places of entertainment and restaurants. Lake Havasu has taken that approach with great success. I can remember when Lake Havasu consisted of nothing more than a tiny runway for a small plane. Now it's a city wrapped around a big lagoon! ☺

In closing I should mention that Needles is becoming overloaded with marijuana now. Tourists don't leave the freeway to look at steel buildings. That's all they will see if there is a zone change on the lagoon parcels. Please don't throw the best part of Needles away. The original zoning was well thought out and should NEVER be changed.

Four (4) Needles Lagoon photos are attached.

Patricia G. George, Trustee for The PGB Trust, Patricia G. George
Owner of Needles Lagoon Parcel #0660-081-05-0000
850 Sonora Road
Costa Mesa, CA 92626

Email Address: PatGe@aol.com

ORIGIN

RECORDED AT REQUEST OF
AND MAIL TO

91-396418

JOHN K. VAN DE KAMP, Attorney General
of the State of California
ANDREA SHERIDAN ORDIN, Chief
Assistant Attorney General
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Attorneys for Defendant
State of California

FILED - North Desert District
San Bernardino County Clerk

MAR 18 1991

By Chris L. Clerk
Deputy

RECEIVED FEB 6 1991 CLERK NORTH DESERT DIST. BARSTOW, CA

RECEIVED MAR 11 1991 CLERK NORTH DESERT DIST. BARSTOW, CA

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

VINCENT H. ZIMMERER, EMY LOU ZIMMERER, WILLIAM A. HOEFER, SYLVIA HOEFER, Plaintiffs, v. FRANK B. McSHAN, MAGGIE McSHAN, LUCILLE T. BROWN, JAMES A. BARNES, ETHEL M. BARNES, PATRICIA G. GEORGE, EARL W. REYNOLDS, MARY REYNOLDS, JACK T. MONROE, WILLIAM H. STONE, GEORGIA A. STONE, HARRY E. SCHAEFER, NEEDLES DEVELOPMENT CORPORATION, the STATE OF CALIFORNIA, a body corporate and politic, and DOES I through XX, Inclusive, Defendants.	No. BCV 2191 (Formerly VCV 3492) STIPULATED JUDGMENT AND DISMISSAL

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

WITNESSETH:

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

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

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

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

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

WHEREAS, some of the Private Parties have initiated quiet title and declaratory relief litigation to establish the rights of the parties with respect to the subject property. (*Zimmerer* v. *McShan*, San Bernardino Superior Court Case No. BCV-2191). The State and remaining Private Parties are named

Article 1. Fixed Boundary Line

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

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

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

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

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

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

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

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

Article 3. Litigation

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

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

be, a permanent, certain line, fixed for all time according to the courses and distances set forth in Exhibit A.

Article 2. Abandoned Riverbed

2.1 Once this Agreement is finalized and recorded SLC intends to lease the State's interest in abandoned riverbed lying westerly of the middle of the channel to the California Department of Fish and Game (Fish & Game). This long-term lease will allow Fish and Game to restore, manage and maintain the property as fish and wildlife habitat. The State agrees that the property will remain fish and wildlife habitat under the management of Fish and Game for the term of the lease to Fish and Game. A true and correct copy of the fully executed lease will be sent to the private parties after it is finalized.

2.2(a) The State has no intention of selling the abandoned riverbed into private ownership. However, if at some time in the future the State decides to sell the abandoned riverbed, the private parties, or their heirs, successors, transferees and assigns, shall have a 10 day right of first refusal to purchase that portion of the abandoned riverbed owned by California immediately adjacent to their respective parcels and lying westerly of the middle of the channel of the Colorado River.

(b) Any offer accepted by the State with respect to the subject property shall be made subject to the Private Parties' right of first refusal. The Private Parties, to exercise their right of first refusal, must match any offer

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

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

A. Boundary Line - legal description of the fixed. Boundary Line between Private Parties and State.

B. Map of the area - depicting the location of the Boundary Line and parcels involved in this Agreement.

C. Stipulated Judgment.

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

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

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

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

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

91-396418

GUGGISBERG GRAEBER AND ASSOCIATED

DATED: _____ By: _____
Charles Graeber
Ted Guggisberg

DATED: _____ By: _____
Ted Guggisberg

DATED: _____ By: _____
Catherine A. Guggisberg

DATED: _____ By: _____
Arlo Schriver

DATED: _____ By: _____
Jo Ann Schriver

DATED: _____ By: _____
William A. Hoefer

DATED: _____ By: _____
Sylvia Hoefer

INDIVIDUAL ACKNOWLEDGMENT

NO 201

State of California
County of Riverside } SS.

On this the 8th day of January 1991, before me, Kay J. Bliss, the undersigned Notary Public, personally appeared Ted Guggisberg, Arlo Schriver and William A. Hoefer

☐ personally known to me

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

WITNESS my hand and official seal.

Kay J. Bliss
Notary's Signature

OFFICIAL SEAL
KAY J. BLISS
Notary Public-California
RIVERSIDE COUNTY
My Commission Expires
January 18, 1994

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

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

Title or Type of Document Needles Lagoon Boundary Line Agreement

Number of Pages 15 Date of Document January 8, 1991

Signer(s) Other Than Named Above _____

91-395418

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

DATED: _____ By: _____
Frank B. McShan

DATED: _____ By: _____
Maggie McShan

DATED: _____ By: _____
James A. Barnes

DATED: _____ By: _____
Ethel M. Barnes

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO } SS.
On this 16TH day of JANUARY, in the year 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MARTHA V. GRAEBER,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name B subscribed to the within instrument and acknowledged that SHE executed the same

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

OFFICIAL SEAL
LYNDA F. JOHNSON
NOTARY PUBLIC-CALIFORNIA
San Bernardino County
MY COMM. EXP. JAN. 29, 1994

CHICAGO TITLE - INDIVIDUAL
Staple
Staple

F2492 R 6/84

FOR NOTARY SEAL OR STAMP

DATED: 1-16-91 By: Martha V. Graeber
Martha V. Graeber

91-396418

GUGGISBERG GRAEBER AND ASSOCIATED

DATED: _____ By: _____
Charles Graeber
Ted Guggisberg

DATED: _____ By: _____
Ted Guggisberg

DATED: _____ By: _____
Catherine A. Guggisberg

DATED: _____ By: _____
Arlo Schriver

DATED: _____ By: _____
Jo Ann Schriver

DATED: _____ By: _____
William A. Hoefer

DATED: 1/22/91 By: _____
Sylvia Hoefer

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

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO } SS.
On this 22nd day of JANUARY, in the year 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SYLVIA E. HOEFER,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person _____ whose name is subscribed to the within instrument and acknowledged that she executed the same.

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

OFFICIAL SEAL
LYNDA F. JOHNSON
NOTARY PUBLIC-CALIFORNIA
San Bernardino County
MY COMM. EXP. JAN. 29, 1994

Staple
CHICAGO TITLE INDIVIDUAL
Staple

F2492 R 6/84

FOR NOTARY SEAL OR STAMP

91-396418

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

NOTARY PUBLIC in and for said County and State

91-396418

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

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

_____
Governor
STATE OF CALIFORNIA

[Seal]

ATTEST:
SECRETARY OF STATE
By_____

91-396418

Land Description

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

COMMENCING at the 1/4 corner for Sections 19 and 24, T 9 N, R 22 and 23 E, S.B.M., delineated on the Field Notes and Plat entitled, "Dependent Resurvey of Sections 13 and 24, Township 9 North, Range 22 East ", approved on October 3, 1961; thence along said section line, N 00° 06' 00" W, 673.20 feet to a California State Lands (CSLC) Aluminum Cap, stamped B.L.A # 1, 1990, said point being the POINT OF BEGINNING of the herein described Boundary Line; thence from said point of beginning S 31° 41' 23" E, 557.88 feet to a CSLC Aluminum Cap, stamped B.L.A # 2, 1990; thence S 14° 11' 41" E, 204.34 feet to a CSLC Aluminum Cap, stamped B.L.A # 3, 1990; thence S 30° 28' 37" E, 162. 45 feet to a CSLC Aluminum Cap, stamped B.L.A # 4, 1990; thence S 44° 42' 00" E, 111.93 feet to a CSLC Aluminum Cap, stamped B.L.A # 5, 1990; thence S 34° 50' 18" E, 365.22 feet to a CSLC Aluminum Cap, stamped B.L.A # 6 ,1990; thence S 37° 06' 55" E, 66.00 feet to a CSLC Aluminum Cap, stamped B.L.A # 7, 1990; thence S 38° 09' 13" E, 239.76 feet to a CSLC Aluminum Cap, stamped B.L.A #8, 1990; thence S 41° 19' 34" E, 178.46 feet to a CSLC Aluminum Cap, stamped B.L.A # 9,1990; thence S 40° 39' 57" E, 184.94 feet to a CSLC Aluminum Cap, stamped B.L.A # 10, 1990; thence S 28° 52' 43" E, 160.55 feet to a CSLC Aluminum Cap, stamped B.L.A # 11, 1990; thence S 43° 22' 16" E, 196.04 feet to a CSLC Aluminum Cap, stamped B.L.A # 12, 1990, said B.L.A. # 12 being the end of the herein described Boundary Line; said B.L.A. #12 bears N 89° 54' 00" E, 1,347.92 feet from the 1/16 corner for Sections 19 and 24, T 9 N, R 22 and 23 E, S.B.M., delineated on the Field Notes and Plat entitled, "Dependent Resurvey of Sections 13 and 24, Township 9 North, Range 22 East ", approved on October 3, 1961.

END DESCRIPTION

91-396418

Land Description

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

COMMENCING at the 1/4 corner for Sections 19 and 24, T 9 N, R 22 and 23 E, S.B.M., delineated on the Field Notes and Plat entitled, "Dependent Resurvey of Sections 13 and 24, Township 9 North, Range 22 East ", approved on October 3, 1961; thence along said section line, N 00° 06' 00" W, 673.20 feet to a California State Lands (CSLC) Aluminum Cap, stamped B.L.A # 1, 1990, said point being the POINT OF BEGINNING of the herein described Boundary Line; thence from said point of beginning S 31° 41' 23" E, 557.88 feet to a CSLC Aluminum Cap, stamped B.L.A # 2, 1990; thence S 14° 11' 41" E, 204.34 feet to a CSLC Aluminum Cap, stamped B.L.A # 3, 1990; thence S 30° 28' 37" E, 162. 45 feet to a CSLC Aluminum Cap, stamped B.L.A # 4, 1990; thence S 44° 42' 00" E, 111.93 feet to a CSLC Aluminum Cap, stamped B.L.A # 5, 1990; thence S 34° 50' 18" E, 365.22 feet to a CSLC Aluminum Cap, stamped B.L.A # 6 ,1990; thence S 37° 06' 55" E, 66.00 feet to a CSLC Aluminum Cap, stamped B.L.A # 7, 1990; thence S 38° 09' 13" E, 239.76 feet to a CSLC Aluminum Cap, stamped B.L.A #8, 1990; thence S 41° 19' 34" E, 178.46 feet to a CSLC Aluminum Cap, stamped B.L.A # 9,1990; thence S 40° 39' 57" E, 184.94 feet to a CSLC Aluminum Cap, stamped B.L.A # 10, 1990; thence S 28° 52' 43" E, 160.55 feet to a CSLC Aluminum Cap, stamped B.L.A # 11, 1990; thence S 43° 22' 16" E, 196.04 feet to a CSLC Aluminum Cap, stamped B.L.A # 12, 1990, said B.L.A. # 12 being the end of the herein described Boundary Line; said B.L.A. #12 bears N 89° 54' 00" E, 1,347.92 feet from the 1/16 corner for Sections 19 and 24, T 9 N, R 22 and 23 E, S.B.M., delineated on the Field Notes and Plat entitled, "Dependent Resurvey of Sections 13 and 24, Township 9 North, Range 22 East ", approved on October 3, 1961.

END DESCRIPTION

91-396418

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

Attorneys for Defendant
State of California

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

VINCENT H. ZIMMERER, EMY LOU ZIMMERER, WILLIAM A. HOEFER, SYLVIA HOEFER, Plaintiffs, v. FRANK B. McSHAN, MAGGIE McSHAN, LUCILLE T. BROWN, JAMES A. BARNES, ETHEL M. BARNES, PATRICIA G. GEORGE, EARL W. REYNOLDS, MARY REYNOLDS, JACK T. MONROE, WILLIAM H. STONE, GEORGIA A. STONE, HARRY E. SCHAEFER, NEEDLES DEVELOPMENT CORPORATION, the STATE OF CALIFORNIA, a body corporate and politic, and DOES I through XX, Inclusive, Defendants.	No. BCV 2191 (Formerly VCV 3492) STIPULATED JUDGMENT AND DISMISSAL

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

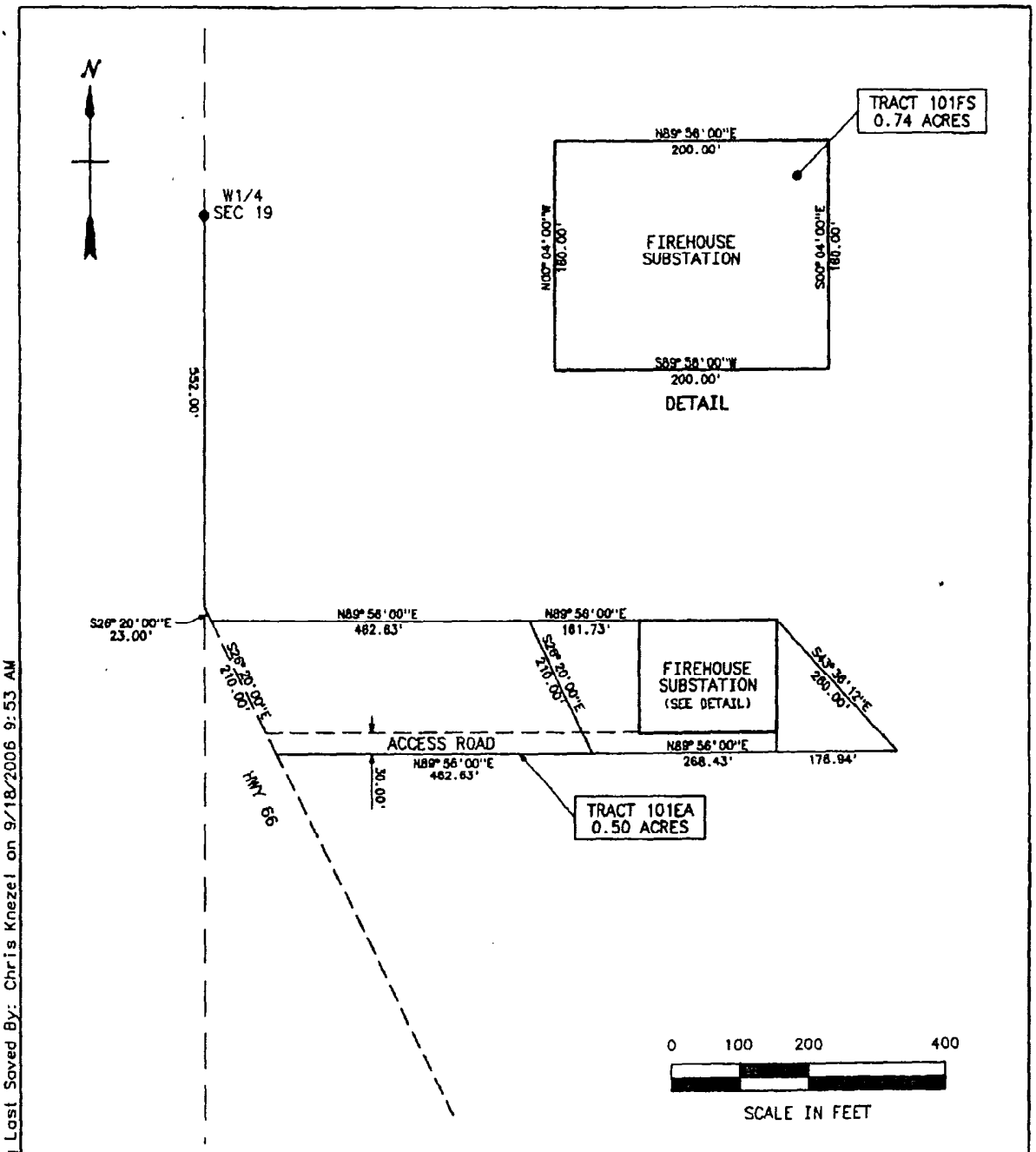
91-396418

ORDER

IT IS SO ORDERED:

DATED:

JUDGE OF THE SUPERIOR COURT



THAT PORTION OF SECTION 19, TOWNSHIP 9 NORTH, RANGE 23 EAST, OF THE SAN BERNARDINO MERIDIAN, SAN BERNADINO COUNTY, CALIFORNIA.

LEGEND

- SECTION CORNER (FOUND OR SET)
- MONUMENT
- CALCULATED CORNER
- SECTION LINE
- OWNERSHIP LINE
- CENTERLINE
- TRANSMISSION LINE RIGHT-OF-WAY
- ACCESS ROAD RIGHT-OF-WAY
- BEARING AND DISTANCE TIES

UNITED STATES DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION
CORPORATE SERVICES OFFICE - LAKEWOOD, COLORADO

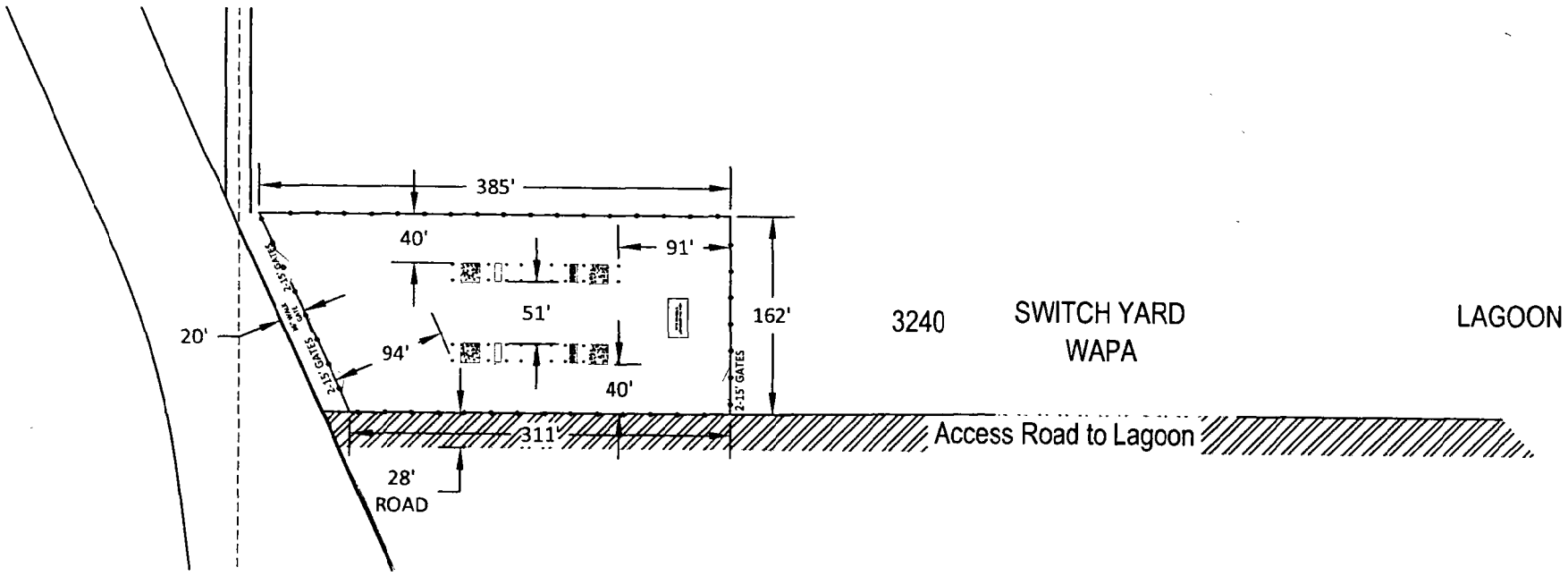
FIREHOUSE SUBSTATION
SAN BERNARDINO COUNTY, CALIFORNIA

TRACT PLAT

DESIGNED _____ APPROVED S. WEBBER
LANDS MANAGER

CAE | AUGUST 29, 2006 | 101FS/EA

Plotted By: Knezel on 9/18/2006 9:53 AM
IMAGES:
P:\Lands_Drawings\fh_101fs.dwg Last Saved By: Chris Knezel on 9/18/2006 9:53 AM


385'
40'
91'
51'
162'
3240
SWITCH YARD
WAPA
LAGOON
20'
94'
40'
2-15' GATES
311'
Access Road to Lagoon
28'
ROAD

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City of Needles & NPUA proposed budgets for FY 2020 Public Hearing and approval of Resolutions #2019-33 and 06-11-2019-NPUA adopting the Proposed Budgets for the fiscal year ending 06/30/20.

Background: On May 14, 2019, the City Council was presented with a discussion draft of the City of Needles budgets for FY 2020. The recommended budget retains an emergency reserve of $887,000. Also attached is the Authorized Position List which includes all of the positions that are on the departmental budgets presented to Council/NPUA board at their last meeting, and the financial policies.

Per Councilmember Belt's request, staff is currently reviewing improvements to the Golf Course concession building and this information will be reported at a future meeting.

Regarding the question about Electric revenues, connection fees have decreased $1.2m from the prior year. Most of the connection fees for the large cannabis facilities were received, and the electrical work was completed in those prior periods. Currently there are only two fully operational facilities, with six other large facilities still not complete. There have been continued delays. For FY 20, the excess usage charge will bring in an estimated $200,000 more to include those facilities to come online. These projections are very conservative and can be adjusted at mid-year or sooner.

A Public Hearing is being held today for open discussion and any additional questions regarding these budgets.

Critical Timeline: As per City Charter Section 1102, the budget shall be adopted on or before June 30 of each year.

Fiscal Impact: Budget summaries for all departments are attached, along with the Capital Improvements plans and financial policies.

Recommended Action: **Public hearing and approval of the FY 20 budgets.**

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: Rick **Date:** 6/3/19

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

Agenda Item: 3

RESOLUTION NO. 2019-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA ADOPTING THE PROPOSED BUDGET FOR FISCAL YEAR 2019 – 2020

WHEREAS, the Proposed Budget for the operations of the City of Needles, California for fiscal year 2019-20 has been prepared and submitted to the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California does hereby approve and adopt the 2019 – 2020 fiscal year budget for the operation of the City of Needles as submitted.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

_____
Attorney

RESOLUTION NO. 06-11-2019-NPUA

A RESOLUTION OF THE NEEDLES PUBLIC UTILITY AUTHORITY OF THE CITY OF NEEDLES, CALIFORNIA ADOPTING THE PROPOSED BUDGET FOR FISCAL YEAR 2019 – 2020

WHEREAS, the Proposed Budget for the operations of the NPUA for fiscal year 2019-20 has been prepared and submitted to the Needles Public Utility Authority;

NOW, THEREFORE, BE IT RESOLVED that the Needles Public Utility Authority of the City of Needles, California does hereby approve and adopt the 2019 – 2020 fiscal year budget for the operation of the NPUA as submitted.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the Needles Public Utility Authority of the City of Needles, California, held on the 11th day of June, 2019 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

(SEAL)

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

_____
Attorney

DRAFT		CITY OF NEEDLES				DRAFT
		General Fund Summary				
			FY 2019 / 2020			
			2019	2020		Comments
	2017 Actuals	2018 Actuals	Revised Budget	Requested Budget	Percent Change	
General Fund Revenues						
General Government	$ 5,013,187	$ 5,301,695	$ 5,626,693	$ 6,604,570	17.4%	Incr in business tax rev. $669k; prop tax $179k
Aquatics	$ 19,184	$ 12,164	$ 16,850	$ 11,100	-34.1%	Pool property rentals decrease $6k
Recreation	$ 48,793	$ 55,031	$ 46,200	$ 46,200	0.0%	
Jack Smith Park	$ 207,972	$ 212,565	$ 192,530	$ 202,532	5.2%	Incr. in launch passes $10k
Total General Fund Revenues	**$ 5,289,136**	**$ 5,581,455**	**$ 5,882,273**	**$ 6,864,402**		
General Fund Expenditures						
City Attorney	$ 74,245	$ 76,457	$ 85,000	$ 85,000	0.0%	}---
City Manager	$ 131,786	$ 113,153	$ 156,991	$ 171,333	9.1%	}---
Finance	$ 196,368	$ 245,434	$ 297,769	$ 420,138	41.1%	}---
Mayor / Council / Clerk	$ 52,894	$ 74,626	$ 67,388	$ 131,018	94.4%	}---
Planning / Zoning	$ 39,851	$ 99,376	$ 95,227	$ 195,144	104.9%	}---
Engineering	$ 54,639	$ 99,527	$ 144,416	$ 151,111	4.6%	}--- See
Community Promotions	$ 19,154	$ 27,757	$ 21,350	$ 21,350	0.0%	}---
Senior Center	$ 35,221	$ 38,160	$ 46,553	$ 48,310	3.8%	}--- next
Police	$ 2,275,802	$ 2,328,514	$ 2,497,833	$ 2,647,940	6.0%	}---
Fire	$ 3,098	$ 1,737	$ -	$ -	0.0%	}--- page
Animal Shelter / Control	$ 124,769	$ 146,954	$ 152,779	$ 168,809	10.5%	}---
Building & Safety	$ 112,729	$ 201,766	$ 256,584	$ 307,623	19.9%	}--- for
Code Enforcement	$ 82,439	$ 170,740	$ 309,221	$ 429,828	39.0%	}---
Public Works	$ 474,122	$ 464,511	$ 499,394	$ 509,766	2.1%	}--- details
Sanitation	$ 113,550	$ 106,250	$ 123,099	$ 129,447	5.2%	}---
Aquatics	$ 176,677	$ 144,743	$ 149,719	$ 166,174	11.0%	}---
Parks/Bldgs/Grounds	$ 272,105	$ 306,463	$ 351,757	$ 353,744	0.6%	}---
Recreation	$ 196,168	$ 245,706	$ 243,188	$ 279,270	14.8%	}---
Jack Smith Park Marina	$ 80,324	$ 83,248	$ 99,089	$ 111,501	12.5%	}---
Transfer to Other Funds	$ 485,437	$ 109,476	$ 337,432	$ 453,598	34.4%	}---
Total Expenditures	**$ 5,001,378**	**$ 5,084,598**	**$ 5,934,789**	**$ 6,781,104**		
			Projected Cash 06/30/19	**NET CHANGE**	**Projected Cash reserve 06/30/20**	
		Projected Cash	**$ 803,771**	**$ 83,298**	**$ 887,069**	= 13% reserve

Base Level Comparison	FY 20		DRAFT
	Revenues	Operating Expenses	
GENERAL FUND			
Base level from mid-year approved budget	5,882,273	5,934,789	
Revenue Increases / (Decreases)			
Property taxes	178,781		
Sales & Use taxes	10,500		
Dispensary business tax	200,000		
Cultivation business tax	668,763		
Utility users tax (based on utility revenue)	(33,000)		
Overestimated business license fees	(3,000)		
Decrease in Building fees	(20,941)		Numerous projects started and completed in FY 19
Increase in Engineering fees	3,950		
Increased activity in Code Enforcement	14,000		
Increase in interest earnings	7,000		
Decrease in transfers (other than Golf)	(77,583)		
Increase in Fair Share Allocation	29,407		Estimate based on budget increases
Decrease in Aquatics pool property rentals	(5,750)		School Dist cut back on P.E. swim courses
Increase in launch passes	10,002		Trend
	982,129		
Departments			
			*Increase in salary costs & general insurances
City Manager		14,342	*
Finance		122,369	* New Fin Asst $67k, Hospital UAL $23k, new medical tier for existing employee $15k; RDA allocs changed; $8k to complete pay study
Mayor / Council / Clerk		63,630	* Temp labor $25k; RDA allocs changed; Council travel increase $6k; Council chamber technology upgrade $5k; Special event budget $9k
Planning / Zoning		99,917	* Appraisal costs $5k; Housing element of Genl Plan $80k
Engineering		6,695	* Change in Permit Tech allocs
Senior Center		1,757	Increase in general Insurance
Police (Sheriff contract)		150,107	Increase in contract
Animal Shelter / Control		16,030	Increase in general insurance; new p/t AC officer
Building & Safety		51,039	* Change in Permit Tech allocs
Code Enforcement		120,607	* New Code Enf officer for 1/2 year $37k; incr legal fees $35k
Public Works		10,372	*
Sanitation		6,348	*
Aquatics		16,455	* Grant writer costs $3,000
Parks / Buildings / Grounds		1,987	* Park projects completed -$35k; new p/t MCW I $14k
Recreation		36,082	* Underestimated WA & WW utilities; incr supply costs; incr. in min wage
Jack Smith Park Marina		12,412	* Incr. in min. wage
Transfers to Cemetery/Golf		116,166	Cemetery $68k, Golf $386k
FY 20 draft budget v.3	6,864,402	6,781,104	
Increase / (decrease) from mid-year	982,129	846,315	

DRAFT	CITY OF NEEDLES				DRAFT
		Cemetery			
		FY 2019 / 2020			
			FY 2019	FY 2020	
	FY 2017	FY 2018	Revised	Requested	
	Actuals	Actuals	Budget	Budget	
Cemetery Revenues					
Cemetery Revenues	$ 28,449	$ 17,520	$ 14,600	$ 17,150	
Transfer from General Fund	$ 86,844	$ 58,476	$ 37,432	$ 67,948	
Prior year carry-over cash	$ -	$ -	$ -	$ 38,675	
Total Cemetery Revenues	**$ 115,293**	**$ 75,996**	**$ 52,032**	**$ 123,773**	
Cemetery Expenditures					
Cemetery O & M	$ 90,196	$ 97,131	$ 99,518	$ 123,773	
Capital Projects	$ -	$ -	$ -	$ -	
Total Cemetery Expenditures	**$ 90,196**	**$ 97,131**	**$ 99,518**	**$ 123,773**	
			Projected Cash	**NET**	**Projected Cash**
Projected Cash Balance at			**06/30/19**	**CHANGE**	**06/30/20**
O&M			$ (4,879)	$ -	$ (4,879)
Endowment			$ 237,049		$ 237,049

DRAFT

CITY OF NEEDLES

Special Revenue Funds

FY 2019 / 2020

FUND	Description	FY 2017 Actuals	FY 2018 Actuals	FY 2019 Revised Budget	FY 2020 Requested Budget	
205	CDBG	$ 3,382	$ 55,477	$ 121,692	$ -	
209	Narcotics Forfeiture	$ -	$ 1,330	$ 9,777	$ 9,778	Reimb. unspent funds to US DOJ
210	Special Gas Tax	$ 110,000	$ 146,496	$ 115,855	$ 141,210	Annual estimate
210	RMRA - SB1 Funds	$ -	$ -	$ 83,761	$ 85,688	Colorado River bridge design & scope, etc.
212	Air Quality (MDAQD)	$ 340	$ 397	$ 16,607	$ -	
214	Measure I - Local (SANBAG)	$ 66,168	$ 364,956	$ 1,000	$ 480,000	Fog Seal Easy, Holiday & Mustang
225	COPS - AB 3229 Supplemental	$ 169,555	$ 118,027	$ 240,000	$ 220,000	Annual estimate
235	I-40 J Street Connector Project	$ 2,233,733	$ 1,451,804	$ -	$ -	
239	CA Conservation Recycling Grant	$ 4,971	$ 1,525	$ 8,475	$ 5,000	Use balance of funds from prior year
240	El Garces rehabilitation grants	$ 41,079	$ 25,148	$ -	$ -	
243	Active Transportation Prog. (sidewalks)	$ 42,039	$ 10,834	$ 421,225	$ -	
	Totals	$ 2,671,267	$ 2,175,994	$ 1,018,392	$ 941,676	

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DRAFT	CITY OF NEEDLES			DRAFT
	Sanitation			
	FY 2019 / 2020			
			FY 2019	FY 2020
	FY 2017	FY 2018	Revised	Requested
	Actuals	Actuals	Budget	Budget
Sanitation Revenues	$ 1,037,148	$ 1,057,091	$ 1,175,000	$ 1,209,900
Sanitation Expenditures	$ 1,113,479	$ 1,134,631	$ 1,175,000	$ 1,209,900

DRAFT	CITY OF NEEDLES				DRAFT
		Golf Course			
		FY 2019 / 2020			
			FY 2019	FY 2020	
	FY 2017	FY 2018	Revised	Requested	
Golf Revenues	**Actuals**	**Actuals**	**Budget**	**Budget**	
Revenues	$ 369,291	$ 470,300	$ 417,580	$ 438,459	
Surcharges for G.C. improvements	$ 18,455	$ 22,357	$ 20,000	$ 21,000	
Transfer From General Fund	$ -	$ -	$ 300,000	$ 385,650	
Total Golf Revenues	**$ 387,746**	**$ 492,657**	**$ 737,580**	**$ 845,109**	
Golf Expenditures					
Golf Maintenance	$ 455,686	$ 527,628	$ 528,855	$ 572,666	Incr. p/r costs $17k; healthcare option taken for one p/t to f/t empl $10k; incr. genl ins $16k; incr supply costs
Golf Pro Shop	$ 174,626	$ 258,246	$ 209,791	$ 272,443	Incr. p/r costs $69k; healthcare budget incr for vacant Golf Pro $15k; incr. genl ins $16k
Total Golf Expenditures	**$ 630,312**	**$ 785,874**	**$ 738,646**	**$ 845,109**	
				Revenue	
			Projected Cash	less	Projected Cash
			06/30/19	Expenditures	06/30/20
			$ (2,555,725)	**$ -**	**$ (2,555,725)**

CITY OF NEEDLES

FINANCE DEPARTMENT

817 THIRD STREET

NEEDLES, CA 92363

Question: What is an Internal Service Fund?

Explanation: There are certain activities that effect the entire City, but are charged to an Internal Service Fund.

The Internal Service Funds are as follows:

NAME OF FUND:	PURPOSE OF FUND:
Utility Business Office	The operation of billing and collecting utility payments, banking, and General Fund cash deposits.
Management Info. Systems	Computer operations and maintenance, WIFI, website, cloud and network services.
Central Purchasing	Purchasing of general supplies for City Hall and all City and NPUA departments.
Fleet Maintenance	Maintaining all City-owned and NPUA-owned vehicles, trucks, and heavy equipment.
Vehicle Replacement Fund	Based on the existing fleet of vehicles, a "savings account" is increased each year to use for future replacement of vehicles. It is based on an average life of six years per vehicle.

As expenditures occur, they are charged to the appropriate Internal Service Fund.

A monthly allocation is made to all departments of the City and NPUA to cover the expenses of each Internal Service Fund. This allocation is based on the particular department's percentage of usage of that fund.

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CITY OF NEEDLES
Internal Service Funds
FY 2019 / 2020

DRAFT

	FY 2017 Actuals	FY 2018 Actuals	FY 2019 Revised Budget	FY 2020 Requested Budget	
Utility Business Office	$ 227,527	$ 303,785	$ 321,662	$ 364,472	Meter reader vehicle $15k bal. pd by util. depts.; incr in computer costs due to Itron unit being phased out to tablets; upgrade computer technology
Management Info. Systems	$ 83,257	$ 93,836	$ 132,312	$ 169,000	Incr. costs due to IT contract; also hosted email exchange, new website & cloud backup
Central Purchasing	$ 130,928	$ 136,279	$ 158,718	$ 175,703	Replace 2 a/c units
Fleet Maintenance	$ 236,458	$ 248,626	$ 280,235	$ 261,552	Reduction in fleet maintenance costs
Vehicle Replacement Fund	$ 170,173	$ 144,557	$ 170,173	$ 187,150	Increase per replacement schedule

DRAFT	CITY OF NEEDLES				*DRAFT*
	Transit Funds				
		FY 2019 / 2020			
	FY 2017 Actual	FY 2018 Actual	FY 2019 Revised Budget	FY 2020 Requested Budget	
Dial-A-Ride					
Revenues	$ 66,701	$ 72,013	$ 211,332	$ 220,195	
Expenditures	$ 72,649	$ 67,729	$ 211,332	$ 220,195	
Dial-A-Ride Medical Transport					
Revenues	$ 15,380	$ 31,243	$ 32,383	$ 64,942	
Expenditures	$ 12,835	$ 27,350	$ 32,383	$ 64,942	
Needles Area Transit (NAT)					
Revenues	$ 400,055	$ 528,919	$ 538,043	$ 383,487	
Expenditures	$ 366,686	$ 361,821	$ 538,043	$ 383,487	

DRAFT	CITY OF NEEDLES				DRAFT
	Successor Agency to the RDA (SARDA)				
		FY 2019 / 2020			
			FY 2019	FY 2020	
	FY 2017	FY 2018	Revised	Requested	
	Actual	Actual	Budget	Budget	
Fund 270 - Operations					
Revenues	$ 387,455	$ 291,488	$ 246,545	$ 243,106	
Expenditures	$ 482,697	$ 463,626	$ 309,015	$ 243,106	
Fund 470 - Low to Mod Income Housing					
Expenditures	$ 650	$ -	$ 5,000	$ -	

CAPITAL IMPROVEMENT PLAN			DRAFT
FY 2020			
		Cost Estimate	Funding Source
ADMIN. FACILITY			
1.	New roof	30,000	?
ANIMAL SHELTER			
1.	Shelter building addition/expansion	80,000	?
AQUATICS			
1.	Seam dismantle and repair on slide	30,000	?
2.	Replace microprocessor for automatic main pool filter	6,600	?
3.	Install valves & gauges for manual filter operation	1,800	?
4.	Replace sand in both main pool filters	10,000	?
5.	Repair main pool plaster cracking (spot $5k/complete $15k)	15,000	?
6.	Repair outside shower tower	3,000	?
7.	Repairs to chlorine system & main pool filter valves	4,000	?
JACK SMITH PARK MARINA			
1.	Resurface / restripe launch ramp parking lot	115,000	Jack Smith Capital Rsv. $65k
2.	Resurface / restripe park parking lot (cul-de-sac)	48,000	?
3.	Bollards/cable along south side of River Rd. (Dike Rd.)	110,000	?
4.	Improvements to restrooms on no. side of parking lot	20,000	?
MAYOR / COUNCIL / CLERK			
1.	Audio / video meetings on website	3,400	?
2.	Records management improvements	10,000	?
3.	Build secure vault in warehouse	30,000	?
PARKS			
1.	Duke Watkins soccer field chain link fence (625 lf)	26,000	?
2.	200 tons of rock to landscape grounds near pool/park	6,500	?
3.	Replace drinking fountains (2 at Duke & 1 at JS Park)	9,000	?
4.	Lights for Duke Watkins field (8 60' poles & lights)	314,000	?
5.	New basketball court (across from court next to pool)	51,650	?
6.	Parking lot in front of Recreation building (21,600 sf)	81,000	?
7.	New parking lot behind Nikki Bunch/Franz fields (28k sf)	105,000	?
8.	Bleachers for Duke Watkins baseball/soccer field	28,000	?
9.	Restroom upgrades	30,000	?
10.	River walk design	5,000	?
PLANNING & ENGINEERING			
1.	General Plan Update	721,595	?
PUBLIC WORKS			
1.	City yard rehab./asphalt repave	180,000	?
2.	3-yard loader	200,000	?
3.	Pavement Management System	58,000	?
4.	North K Railroad underpass flood prevention	200,000	?

CAPITAL IMPROVEMENT PLAN				DRAFT
FY 2020				
			Cost Estimate	Funding Source
RECREATION CENTER				
	1.	Replace foyer/entrance flooring to new industrial tile	3,500	?
		General Fund Total (estimate)	2,536,045	
CEMETERY				
	1.	New mower	20,000	?
	2.	New backhoe	110,000	?
	3.	New irrigation system within Cemetery & future site	300,000	?
	4.	Automated cemetery records (incl. cost of data input)	7,500	?
	5.	Pioneer Cemetery security & hillside stabilization	125,000	?
	6.	Install new well on grounds for irrigation	850,000	?
	7.	Use of reclaimed water (in lieu of new well)	1,200,000	?
		Cemetery Total (estimate)	2,612,500	
GOLF COURSE				
	1.	Greens mower	22,000	?
	2.	Tractor	15,000	?
	3.	Water conservation improvement to irrigation system	363,000	?
	4.	Continue filling in non-watered areas at GC with D.G.	13,500	?
	5.	Pave golf maintenance yard (32,750 sf)	122,800	?
	6.	Golf carts	250,000	?
	7.	Golf course irrigation	1,200,000	?
GOLF PRO SHOP				
	1.	Pro Shop bathroom remodel	15,000	Golf surcharge fund ?
	2.	Main electrical panel upgrade	20,000	Golf surcharge fund ?
		Golf Total (estimate)	2,021,300	
			7,169,845	

DRAFT		WATER			DRAFT
		Operating Budget			
		FY 2020			
			FY 2019	FY 2020	
	2017	2018	Revised	Proposed	
Utility Revenues	Actuals	Actuals	Budget	Budget	
Water Revenues	$ 2,162,183	$ 2,422,685	$ 2,473,505	$ 2,367,205	-4.3%
Total Water Revenues	$ 2,162,183	$ 2,422,685	$ 2,473,505	**$ 2,367,205**	
Utility Expenditures					
Operating Expenses	$ 1,379,879	$ 1,242,622	$ 1,460,434	$ 1,665,186	14.0%
Transfer to Water Asset Repl. Fund	$ 100,000	$ 358,158	$ 123,675	$ 181,004	46.4%
Total Water Expenditures	$ 1,479,879	$ 1,600,780	$ 1,584,109	**$ 1,846,190**	
	$ 682,304	$ 821,905	$ 889,396	**$ 521,015**	**NET CHANGE**
			% of total utility revenue budget:		
Utility User Tax		$ 57,726	20.3%		
			Bond ratio:		
Bank & Trustee Charges		$ 6,380	22%		
Bond Payments		$ 310,294	22%		
Purchase Payment		$ 146,615	22%		
	Allocable costs	**$ 521,015**			
				$ 0	

DRAFT		WASTEWATER			DRAFT
		Operating Budget			
		FY 2020			
			FY 2019	FY 2020	
	2017	2018	Revised	Proposed	
Utility Revenues	Actuals	Actuals	Budget	Budget	
Wastewater Revenues	$ 1,691,837	$ 1,771,543	$ 1,809,010	$ 1,834,100	1.4%
Total Wastewater Revenues	$ 1,691,837	$ 1,771,543	$ 1,809,010	**$ 1,834,100**	
Utility Expenditures					
Operating Expenses	$ 996,788	$ 1,031,607	$ 1,082,771	$ 1,067,861	-1.4%
Transfer to WW Asset Repl. Fund	$ 200,000	$ 188,442	$ 200,970	$ 55,864	-72.2%
Total Wastewater Expenditures	$ 1,196,788	$ 1,220,049	$ 1,283,741	**$ 1,123,725**	
	$ 495,049	$ 551,494	$ 525,269	**$ 710,375**	**NET CHANGE**
			% of total utility revenue budget:		
Utility User Tax		$ 44,725	15.7%		
			Bond ratio:		
Bank & Trustee Charges		$ 8,990	31%		
Bond Payments		$ 450,066	31%		
Purchase Payment		$ 206,594	31%		
	Allocable costs	**$ 710,375**			
				$ (0)	

DRAFT		ELECTRIC			DRAFT
		Operating Budget			
		FY 2020			
			FY 2019	FY 2020	
	2017	2018	Revised	Proposed	
Utility Revenues	Actuals	Actuals	Budget	Budget	
Electric Revenues	$ 7,811,330	$ 8,261,735	$ 7,642,281	$ 7,486,000	-2.0%
Total Electric Revenues	$ 7,811,330	$ 8,261,735	$ 7,642,281	**$ 7,486,000**	
Utility Expenditures					
Operating Expenses	$ 4,623,818	$ 5,769,984	$ 5,829,753	$ 5,778,024	-0.9%
Transfer to Electric Asset Repl. Fund	$ 564,000	$ 526,878	$ 382,114	$ 515,935	35.0%
Total Electric Expenditures	$ 5,187,818	$ 6,296,862	$ 6,211,867	**$ 6,293,959**	
	$ 2,623,512	$ 1,964,873	$ 1,430,414	**$ 1,192,041**	**NET CHANGE**
			% of total utility revenue budget:		
Utility User Tax		$ 182,548	64.1%		
			Bond ratio:		
Bank & Trustee Charges		$ 13,630	47%		
Bond Payments		$ 682,640	47%		
Purchase Payment		$ 313,223	47%		
	Allocable costs	**$ 1,192,041**			
				$ (0)	

Base Level Comparison		FY 2020
	Revenues	Operating Expenses
WATER		
Base level from mid-year approved budget	2,473,505	1,460,434
Increases		
5% COLA increase & staff certifications		135,226
General insurances		13,261
Allocated departmental costs		45,260
Supply costs		1,005
Rate study		10,000
Decreases		
Excess Usage charge	(100,000)	*Tribal usage decreased*
Miscellaneous other	(6,300)	
Utility users tax (based on revenue)		
Bank charges & trustee fees		
FY 20 draft budget v.2	2,367,205	1,665,186
Increase / (decrease)	(106,300)	204,752
WASTEWATER		
Base level from mid-year approved budget	1,809,010	1,082,771
Increases		
Sales	30,000	
5% COLA increase & associated p/r costs		20,747
General insurances		17,821
Rate study		10,000
Decreases		
Establishment fee	(3,900)	
Miscellaneous other	(1,010)	
Allocated departmental costs		(15,604)
Supply costs		(10,889)
Utilities		(12,000)
Repair & maintenance costs		(24,985)
FY 20 draft budget v.2	1,834,100	1,067,861
Increase / (decrease)	25,090	(14,910)
ELECTRIC		
Base level from mid-year approved budget	7,642,281	5,829,753
Increases		
Connection fees	7,619	
CA Conservation program	30,000	
Step increases & associated p/r costs		114,789
Allocated departmental costs		117,239
Miscellaneous other	6,100	
General insurances		42,918
Rate study		10,000
Decreases		
Excess Usage charge	(200,000)	
Supply costs		(336,675)
FY 20 draft budget v.2	7,486,000	5,778,024
Increase / (decrease)	(156,281)	(51,729)

DRAFT	ALL AMERICAN CANAL				DRAFT
	Operating Budget				
		FY 2020			
			FY 2019	FY 2020	
	2017	2018	Revised	Proposed	
Utility Revenues	Actuals	Actuals	Budget	Budget	
AAC Revenues	$ 543,776	$ 760,342	$ 771,800	$ 771,800	0.0%
Total AAC Revenues	$ 543,776	$ 760,342	$ 771,800	**$ 771,800**	
Utility Expenditures					
Operating Expenses	$ 355,040	$ 744,569	$ 764,872	$ 762,261	-0.3%
Total AAC Expenditures	$ 355,040	$ 744,569	$ 764,872	**$ 762,261**	
	$ 188,736	$ 15,773	$ 6,928	**$ 9,539**	**NET CHANGE**

DRAFT	NEEDLES PUBLIC UTILITY AUTHORITY				DRAFT
	Operating Budget				
		FY 2020			
			FY 2019	FY 2020	
	2017	2018	Revised	Proposed	
Revenues	Actuals	Actuals	Budget	Budget	
Interest	$ 21,198	$ 35,651	$ 3,000	**$ 20,000**	566.7%
Expenditures					
Arbitrage Computations	$ 3,750	$ -	$ 6,000	$ 6,000	0.0%
Bank Charges	$ 39,096	$ 11,532	$ 17,000	$ 17,000	0.0%
Bond Payments	$ 1,721,000	$ 1,443,000	$ 1,443,000	$ 1,443,000	0.0%
Trustee fees	$ 2,323	$ 5,375	$ 6,000	$ 6,000	0.0%
Purchase Payment	$ 656,919	$ 666,983	$ 666,432	$ 666,432	0.0%
Utility User Tax	$ 202,825	$ 214,716	$ 318,000	$ 285,000	-10.4%
Total NPUA Expenditures	$ 2,625,913	$ 2,341,606	$ 2,456,432	**$ 2,423,432**	
			Projected Operating Cash	NET	Projected Operating Cash
			06/30/19	CHANGE	06/30/20
				$ (2,403,432)	NPUA
				$ 521,015	Water
				$ 710,375	Wastewater
				$ 1,192,041	Electric
				$ 9,539	All Amer. Canal
			$ 5,275,546		**$ 5,305,084**
	Electric Rate Stabilization Fund		**$ 700,000**		**$ 700,000**
Projected ending balances 06/30/19:					
Water Asset Replacement Fund	$ -	NPUA	$ 1,064,319	City side	
Wastewater Asset Replacement Fund	$ -	NPUA	$ 828,960	City side	
Electric Asset Replacement Fund	$ 2,842,420	NPUA	$ 511,653	City side	

CAPITAL IMPROVEMENT PLAN - NPUA				*DRAFT*
FY 2020				
			Cost Estimate	Funding Source
WATER DEPT.				
		1.	Annual large water meter change out program (5 yrs.)	70,000	Asset replacement funds
		2.	L Street booster	300,000	Asset replacement funds
		3.	New air compressor (pull behind model)	50,000	Asset replacement funds
		4.	Portable vacuum jetter	82,000	Asset replacement funds
		5.	Installation of new 1.5 MG reservoir	3,000,000	Asset replacement funds
		6.	Installation of new well at golf course	700,000	Asset replacement funds
		7.	Backup generator at well site 15 for power outage	200,000	Asset replacement funds
		8.	Backup generator at Lilly Hill booster station	80,000	Asset replacement funds
		9.	Main replacement and upgrade pipe size on Lilly Hill	200,000	Asset replacement funds
		10.	Main replacement at Verde Shores under the pond and Chesney development	400,000	Asset replacement funds
		11.	Main replacement in the Vista St. area & new services	1,300,000	Asset replacement funds
		12.	Cathodic protection for 3 tanks	100,000	Asset replacement funds
		13.	Change out 1.54% of mains per yr; $317,120 x 5	1,585,600	Asset replacement funds
		14.	Hydrant replacement	15,000	Asset replacement funds
			Water Department Total (estimate)	8,082,600	
WASTEWATER DEPT.					
		1.	K Street lift station upgrade	319,595	Asset replacement funds
		2.	North Needles sewer line extension	72,000	DIF
		3.	Railroad crossing at Bazoobuth liftstation	170,000	Asset replacement funds
		4.	Manhole replacement, Broadway @ WWTP	85,000	Asset replacement funds
		5.	Bazoobuth wet well lining	55,000	Asset replacement funds
		6.	Upsize deficient sewer lines on 15 blocks of Front St.	1,484,724	Asset replacement funds
		7.	Upsize deficient sewer lines on T St. to Front St.	885,145	Asset replacement funds
			Wastewater Department Total (estimate)	3,071,464	
ELECTRIC DEPT.					
		1.	Meter replacement	150,000	Asset replacement funds
		2.	Upgrade power lines feeding Park Moabi	3,000,000	Developer funded
		3.	Cure Farms substation	1,100,000	Privately funded
		4.	Construction of South Hwy 95 Substation	1,100,000	Privately funded
		5.	230kv line	30,000,000	Privately funded
		6.	Eagle Pass to Cure Farms loop	2,000,000	Privately funded
		7.	Mohave line rehabilitation	4,500,000	Privately funded
		8.	Electric circuit reliability program	800,000	Asset replacement funds
			Electric Department Total (estimate)	42,650,000	

CITY OF NEEDLES

Listing of Authorized Positions by Department

S/PT	P/T	F/T	Department Name	Job Title
		1	City Manager	City Manager
		0		Assistant City Manager
		1		Secretary to City Manager
		1	City Clerk	City Clerk
		1	Finance	Director of Finance
		1		Senior Accountant
		1		Human Resource Specialist
		0		Finance Assistant
		1		Account Clerk III
		1	Planning	Director of Development Services
		0		City Planner
		1		Associate Planner
		0	Engineering	City Engineer
		1		Engineering Tech II
		1	Building & Safety	Building Official
		1		Building Permit Technician
		1	Code Enforcement	Senior Code Enforcement Officer
		1,0		Code Enforcement Officer
		0	Public Works	Director of Public Works
		1		Equipment Operator IV
		1		Equipment Operator I
		0		MCW II
		2		MCW I
		1	Fleet Maintenance	Mechanic
		0		Mechanic's Assistant
		1	Animal Control	Senior Animal Control Officer
	0			Animal Control Officer
		1		Animal Control Assistant

CITY OF NEEDLES

Listing of Authorized Positions by Department

S/PT	P/T	F/T	Department Name	Job Title
	1		Senior Center	Senior Center Aide
		1	Recreation & Aquatics	Recreation Services Manager
				Recreation:
		0		Recreation Coordinator
	1			Recreation Leader
	1			Recreation Aide II
2	4			Recreation Aide
				Recreation Seasonal:
3				Jack Smith Park Attendant
		1		MCW II
				Aquatics:
	1			Pool Tech
1				Head Guard
1				Lifeguard Shift Leader II
1				Lifeguard Shift Leader I
2				Lifeguard III
4				Lifeguard II
2				Lifeguard I
		1	Parks / Buildings / Grounds/ Cemetery / Golf Maintenance	Grounds Supervisor
				Ground, Parks, Bldg Maintenance:
		0		MCW III
		0		Equipment Operator I
	0	2		MCW I
				Golf Maintenance:
		1		Golf Mechanic
		0		MCW III
	4	0		MCW I

CITY OF NEEDLES

Listing of Authorized Positions by Department

S/PT	P/T	F/T	Department Name	Job Title
		0	Golf Pro	Golf PGA Pro
		0		Golf Pro Assistant
4	2	0		Golf Pro Shop Attendant
		0		MCW I
		0	Utilities Services	Utilities Manager
		1		Materials Coordinator / Serviceperson
		1	Customer Service	Business Office Manager
		1		Customer Service Rep II
		1		Customer Service Rep I
		1		Meter Technician I
		1	Electric	Line Crew Supervisor
		2,0		Powerline Technician
		2,0		Powerline Technician (Apprentice)
		0		Electric Service Planner
		0	Water	Chief Water Plant Operator
		1		Water Foreperson
		0		Senior Water Operator
		2		Associate Water Operator
		1		Water Operator-in-training
		0	Wastewater	Chief Plant Operator
		0		WW Tech II
		1		WW Tech I
		0		WW Tech Operator-in-Training

Note: 0 means position(s) is(are) authorized, but under-filled and/or unappropriated.

Position Totals (filled):

S/PT	*P/T*	*F/T*
18	***14***	***42***

City of Needles

COMPREHENSIVE FINANCIAL MANAGEMENT POLICIES OVERVIEW

Binding City Policy

Policy

The City of Needles is accountable to the community for the use of public dollars. Municipal resources will be used wisely to ensure adequate funding for the services, public facilities and infrastructure necessary to meet the community's present and future needs. Financial management policies serve as the blueprint to achieve the fiscal stability required to meet the City's goals and objectives.

City Goals and Objectives

The City's goals and objectives provide the foundation for the City's financial management policies. The City Council recently adopted goals for 2015. One of its top priority goals is the City's fiscal stability. This policy implements that goal. These policies will be developed, implemented and maintained to ensure that the City is financially able to meet its immediate and long-term service objectives.

In addition, the City as an institution has multiple partners, including community members, taxpayers, businesses, employees, affiliated agencies, and other government agencies. As a major institutional, economic and service force in the region, it is important that the City promotes strong relationships with its partners by adopting clear and comprehensive financial policies.

Financial Policy Objectives

The objectives for comprehensive financial management policies are to:

1. Guide the Mayor and City Council and City management policy decisions that have significant fiscal impact.
2. Support planning for long-term needs.
3. Maintain and protect City assets and infrastructure.
4. Set forth operating principles that minimize the financial risk in providing City services.
5. Optimize the efficiency and effectiveness of services to reduce costs and improve service quality.
6. Employ balanced and fair revenue policies that provide adequate funding for desired programs.
7. Maintain financial stability and sufficient financial capacity for present and future needs by implementing operating capital and reserve goals.
8. Promote sound financial management by providing accurate and timely information on the City's financial condition.
9. Maintain and enhance the City's credit ratings and prevent default on any municipal financial obligations.
10. Ensure the legal use of financial resources through an effective system of internal controls.
11. Promote cooperation and coordination within the City, with other governments and with the private sector in the financing and delivery of services.

Affiliated Agencies

A number of agencies have been created through voter, City Council action, intergovernmental agreements, and state laws. These agencies are affiliated with the City and should be managed with the same financial standards as City agencies. To protect the City's fiscal status and avoid an adverse effect on the City, affiliated agencies will be accountable for financial compliance and reporting standards as described in the City's financial management policies. The City may audit financial records or performance data to ensure funds are spent in accordance with Mayor and City Council directions and policies. Affiliated agencies include, but are not limited to, agencies created by voter or City Council action, agencies with leadership appointed by the Mayor and City Council and agencies that receive funds from the City. Affiliated Agencies also include the Needles Public Utilities Authority with which the City has a management agreement to conduct operations of the utilities Joint Powers Authority.

Responsibility

The City Manager will issue, oversee and administer the City's comprehensive financial management policies. The City Manager will engage competent financial personnel to assist in the planning, implementation, and monitoring of the City's finances. The City Manager will review, develop and implement these policies. The City Manager will develop and implement guidelines and procedures consistent with these policies. The City Manager will oversee the process to review and update these policies every two years and will issue definitions. City directors and managers will ensure that their organizations comply with these policies and procedures, and will issue department specific procedures, as needed, that are consistent with these policies.

BUDGET
Binding City Policy

Policy

The City will develop and implement a budget process that will:

- Make prudent use of public resources.
- Include financial forecast information to ensure that the City is planning adequately for current and future needs.
- Involve community members, elected officials, employees and other key stakeholders.
- Provide performance measurement data to assist in assessing program effectiveness.
- Comply with State of California Local Budget Law.

The City Manager will develop and present a proposed City budget to the Mayor and City Council for consideration and adoption. The City Manager's proposed budget will identify major financial and service issues, identify funding requirements and sources of funds, provide supplemental information on programs and service areas, include budget and performance details for all City organizations and relate recommendations to the City's vision and goals.

The City Manager will issue guidelines and rules for the preparation and review of the department budget requests to the City Council, including a proposed annual budget process and calendar. The proposed process and calendar will support community participation and Council deliberations. These will be published in the finance section of the City website.

Budget Monitoring

The City Manager will maintain a system for financial monitoring and control of the City's budget during the fiscal year. This system will provide the Mayor and City Council with information on revenue, expenditures and performance at both the department and fund level. The system will include provisions for amending the budget during the year in order to comply with State of California budgetary statutes and to address unanticipated needs or emergencies. The City Manager will coordinate the process for budget adjustments requiring Council approval.

The City Manager will periodically publish General Fund financial status reports on the revenues and expenditures to date, and the estimated year-end balance. At least two times a year, the City Manager will review all City financial operations, report to the Mayor and City Council on financial results and recommend financial management actions necessary to meet the adopted budget's financial planning goals.

For the mid-year budget monitoring process, General Fund discretionary revenue that exceeds budgeted beginning balance (adjusted) will be added to the General Fund contingency, except for funds allocated to infrastructure maintenance or replacement. Funds that had been reserved to pay for General Fund encumbrances but are not needed for this purpose will also be added to the General Fund

contingency. These funds will be included as a resource in the annual budget process for the upcoming fiscal year.

Review of Council Actions

The City Manager will review ordinances and significant administrative decisions submitted for Mayor and City Council actions. The objective of these reviews will be to ensure compliance with the City's budget direction and to identify financial and service issues for the Council. The City Manager will establish and issue procedures and forms to submit fiscal impact statements for proposed Mayor and City Council actions.

Operating Policies

1. **Balanced Budget.** In each fund, resources shall be equal to or exceed requirements. Each City fund budget must identify ongoing resources that at least match expected ongoing requirements. One-time cash transfers and non-recurring ending balances may either be applied to reserves or used to fund one-time expenditures; they will not be used to fund ongoing programs, except as provided in section 2 below.

2. **One-time Funds.** One-time funds are General Fund resources designed to be used for projects and purchases that are usually non-recurring or ongoing, and can be accomplished within the fiscal year. One-time funds will not be programmed for ongoing operations such as wage increases or permanent personnel positions. Examples of one-time revenues include, but are not limited to sales of municipal assets, legal settlements, sales of city-owned land/real estate, and auction revenues.

3. **General Discretionary Revenues.** Unless otherwise stated explicitly by the Mayor and City Council, the City will not dedicate discretionary revenues for specific purposes in the General Fund. This will preserve the ability of the Mayor and City Council to determine the best use of available revenues to meet changing service requirements.

4. **Surplus Revenue and Fund Balances.** From time to time additional revenue (grants or surplus beginning fund balances) will be available to departments or funds. The City will budget only the amount of revenue that is needed to fund projected expenditures within the fiscal year. Anticipated resources not needed to fund fiscal year spending or unforeseen contingencies shall be budgeted as an unappropriated balance or reserves. The City will not increase accruals and non-cash enhancements to revenues as a means to influence fund balances at year-end.

5. **Efficiency and Effectiveness.** The City will optimize the efficiency and effectiveness of its services to reduce costs and improve service quality. The City will coordinate its service delivery with other applicable public and private service providers.

6. **Self-supporting/Full Cost Recovery Basis.** City operations will be run on a self-supporting basis where doing so will increase efficiency in service delivery or recover the cost of providing the service by a user fee or charge.

7. **Contingencies.** The City, when possible, will budget a contingency account for each operating fund adequate to address reasonable but unforeseen requirements within the fiscal year.

Current Appropriation Level

The City Manager will calculate a Cost Allocation amount for each General Fund department each year. The calculation will be for the following fiscal year and will be completed and distributed to all General Fund departments in time for the departments to use their allocation to prepare their budget requests for the coming fiscal year.

The calculation will be based on the prior year's ongoing funding level from discretionary money in the General Fund and General Fund overhead, where applicable. Adjustments will be made to include any inflation factors, changes due to Mayor and City Council-adopted policy, Mayor and City Council-approved contracts and Mayor and City Council-adopted ordinances directing the City Manager to revise a department's Cost Allocation.

Fund Management

Creation of new funds or elimination of existing funds shall be done by the City Council. A review and report by the City Manager will be required prior to Council action. The City Manager will conduct an annual review to assess if each fund is needed.

Each fund in the City will have a statement of purpose, adopted by the City Council that contains several required elements; internal service funds have additional required elements.

Funds That Receive General Fund Support

For funds that receive General Fund support in addition to fees and charges or other dedicated revenues, a rationale for the General Fund support will be included, along with a means for determining the level of that support or conditions under which the support should be eliminated.

Enterprise Funds

For enterprise funds, the required level of debt service coverage for the fund and a description of the relationship between operating and construction funds will be included.

Responsibility

The City Manager will coordinate the overall preparation and administration of the City's budget. As an independent assessment of the quality of the City's budget presentation, the City will annually seek to prepare the Budget in compliance with the criteria included in distinguished budget presentation from the Government Finance Officers Association.

FINANCIAL PLANNING
Binding City Policy

Policy

The City of Needles will prepare long-range financial plans to guide the Mayor and City Council in adopting the City budget and to assist Council in ensuring the delivery of needed services through all types of economic cycles. The financial plans will help the Mayor and City Council and community evaluate the impact of financial needs of all programs within the regional and local economic conditions. The plans will also assist in coordinating funding needs among enterprise, special revenue and General Fund functions and needs.

Financial planning and budgeting will be based on the following principles:

- Revenue estimates will be prepared on a conservative basis to minimize the possibility that economic fluctuations could jeopardize ongoing service delivery during the fiscal year.
- Expenditure estimates will anticipate needs that are reasonably predictable.
- Operating capital of 60 days based on annual revenue.
- Reserves, including contingency funds, equal to no less than 10% of annual revenues.
- Forecasts will rely on a City set of basic economic assumptions that will be established, updated and distributed by the City Manager. The forecasts will also identify other assumptions used in their preparation and associated risks. Examples of risks can include rates, legislation and legal rulings that affect City liability, pension obligations, health benefit plans, as well as regional economic trends that affect City revenues. The City will constantly test both its financial planning methodology and use of planning tools in order to provide timely and accurate information that is widely disseminated throughout the City.

Financial Plans and Forecasts

- The City Manager will prepare an annual City financial assessment report. This report will include a comprehensive overview of the City's financial condition.
- Five-year financial plans will be prepared annually for the General Fund, General Fund department, major enterprise funds, special revenue funds and internal service funds. Plans will be based on current service levels and funding sources, as well as anticipated changes to service levels and funding. If appropriate, the plans will identify additional resources needed to continue current service levels or identified service adjustments.
- General Fund departments will forecast and monitor their own revenues and expenditures. The City Manager will assist departments in developing appropriate systems, will retain fiscal oversight responsibility for the General Fund and will publish regular General Fund status reports on revenues and expenditures.
- Enterprise and special revenue fund forecasts will identify any impact on rates. The forecasts will discuss how standards for debt service coverage and operating reserves are established and maintained. Departments that manage enterprise, special revenue and internal service funds will prepare and coordinate with the

City Manager on the presentation of regular status reports on revenues and expenditures.

Capital Plans

- Each department that has major capital assets will develop and maintain five-year capital improvement plans.
- The City will annually prepare a Citywide five-year Capital Improvement Plan that includes prioritized department needs for capital replacement, additions and major maintenance. The plan will include estimated project costs and operating costs and will identify funding sources.
- The City will annually adopt a Capital Improvement List that will include estimated resources and capital expenditures based on the first year of the current Capital Improvement Plan.
- The City will adopt a Capital Financing Policy that will limit the amount of General Fund revenues to 5% of annual revenues to be allocated towards debt service.

Operation and Maintenance

- The City will preserve its current physical assets and plan in an orderly manner for future capital investments, including the operating and maintenance costs associated with new or additional capital improvements or major equipment.
- The City will identify and include full costs of future maintenance needs and operating costs of new capital improvements and equipment prior to funding as part of the Capital Budget.
- In general, all assets will be maintained at a level that protects capital investment and minimizes future maintenance and replacement costs. A high priority should be placed on maintenance where deferring maintenance will result in greater costs to restore or replace neglected facilities.
- Each department with major capital assets will maintain accurate information on the condition and lifespan of its major assets to assist in long-term planning. Each department with major capital assets will develop replacement cost data for major assets to assist in City asset management and investment decisions.
- Maintenance and operations of major capital assets should be given priority over acquisition of new assets, unless an analysis indicates a net benefit or the funding source to acquire or develop a new asset cannot be used for operations and maintenance.
- Factors that reduce operating and maintenance costs, such as upgrades, remodels and/or technological advances, will be considered when reviewing operation and maintenance requests. Priority may be given to projects that do not require operation and maintenance adjustments or that reduce those costs.
- The budget will provide sufficient funding for adequate operations, maintenance, scheduled replacement and enhancements of capital assets and equipment. Whenever departments identify that there is a significant discrepancy between the need to maintain or modernize City infrastructure or facilities and the funds available for such improvements, the Department Director along with City Manager will present a strategy for meeting these needs to the Council.
- Departments will identify operating and maintenance costs at the time a capital project or asset is planned or requested.

Capital Asset Management

- Within 1 year of the adoption of this policy, the City will begin to annually prepare a Citywide Capital Asset Management Report for Mayor and City Council consideration. The report will be delivered to the Mayor and City Council prior to the annual budget discussions.
- The City Manager will convene a Capital Asset Group to assist in the preparation of the report. The report will provide a "City as a whole" perspective and will include all physical assets for those departments preparing Capital Improvement Plans. It will provide an accounting of the number, condition and replacement value of existing capital assets and an assessment of current service levels and cost of unmet needs. The report will also identify the amount of funding needed on an annual basis to keep an asset from deteriorating, the annual funding gap over current service levels needed to bring assets up to a sustainable level of maintenance and those assets which are currently in poor condition.
- The Mayor and City Council will address the funding needs identified in the report when considering and adopting the budget.
- At least 25 percent of General Fund discretionary revenue that exceeds budgeted beginning balance (adjusted) will be allocated to infrastructure maintenance or replacement in the mid-year budget monitoring process. The percentage calculation will be based on any discretionary funds in excess of the budgeted beginning balance, adjusted for the difference in encumbrances carried over from the prior year. Infrastructure maintenance projects to be considered for funding will be projects requested but not funded in the prior year's budget and projects that are underway but still require funding.

Responsibility

The City Manager will coordinate the presentation of the City's financial plans; department directors will prepare department plans. The City Manager will develop and issue the list of departments and funds required to submit financial and capital improvement plans, define the required elements for the plans and determine the membership of the Asset Managers Group.

REVENUE

Binding City Policy

Policy

The City will maximize and diversify its revenue base to raise sufficient revenue to support essential City services and to maintain services during periods of declining economic activity. City services providing private benefits should be paid for by fees and charges as much as possible to maximize flexibility in the use of City general revenue sources to meet the cost for services of broader public benefit. The City's overall revenue structure will be designed to recapture some of the financial benefits resulting from City economic and community development investments. Revenue collection efforts that produce positive net income for City service delivery will be the highest budget priority.

Departments that primarily or exclusively operate with non-General Fund revenue will minimize reliance on General Fund support for discrete programs that are not supported with fees.

Cost Recovery

Charges for services that benefit specific users should recover full costs, including all direct costs, General Fund overhead, loss of interest and depreciation on capital plant and equipment. Department overhead rates and General Fund overhead allocations will be established annually by the City Manager.

The City may subsidize the services funded primarily by user fees based on other City objectives such as remaining competitive within the region. However, all such services will be presumed to be 100 percent cost reimbursable unless the City Manager makes a specific exception.

Additional Resources

The City will use and obtain resources according to the following principles:

1. The City will use as efficiently as possible the resources that it already collects.
2. The City will collect as efficiently as possible the resources to which it is already entitled.
3. The City will seek new resources, consistent with its financial policies and City goals.
4. The City will strive to keep a total revenue mix that encourages growth and keeps Needles competitive in the Tri-State Region.
5. The City will enforce its authority to collect revenue due the City, including litigation if necessary.

Grants

The City will avoid using grants to meet ongoing service delivery needs. Prior to a grant application submittal, or acceptance if an application is not required, all grants will be reviewed by the City Manager to ensure compliance with state, federal and City regulations. The City will budget expenditures for grant-funded programs only after receipt of the grant award or letter of commitment and only for the amount of the grant award to be expended within the fiscal year.

Unfunded Mandates

The City will oppose state or federal actions that mandate expenditures that the Mayor and City Council considers unnecessary and are unfunded. The City will pursue intergovernmental funding to support the incremental cost of such mandates.

Department-generated Revenues

City services that benefit a specific user and whose quantity, quality, and/or number of units may be specified should be paid for by fees and charges. All department charging fees are required to complete fee studies based upon cost-of-service principles. These studies are to be updated at a minimum of every two years and provided to Mayor and City Council and the City Manager in the requested budget submission. During intervening years fees will be adjusted by the CPI for the previous 12 months. Departments that provide utility services will update their fee studies in their annual rate adjustments.

The fee studies and structures will take into account:

- The degree to which a service provides a general benefit in addition to the private benefit provided to a specific business, property or individual.
- The economic impact of new or expanded fees, especially in comparison with other governments within the Needles Valley.
- The true or comprehensive cost of providing a service, including the cost of fee collection and administration.
- The impact of imposing or increasing fees on economically at-risk populations and on businesses.
- The overall achievement of City goals.

All fee revenues are dedicated to the department that generates them.

Revenue Projections, Surpluses and Shortfalls

- Revenue Projections. Departments shall conservatively estimate department-generated revenue.
- Revenue Surpluses. Departments shall retain all excess department-generated revenue. Surpluses above the budgeted revenue estimate will be used to reduce any General Fund subsidy available to the department for appropriation through the budget monitoring process. Any additional appropriations will be used for activities that support the function or program generating the additional fees.
- Revenue Shortfalls. Overall department revenue shortfall requiring additional discretionary General Fund resources will result in a department current appropriation level reduction. The reduction shall be equal to discretionary resources above budget amounts and will be made in the following fiscal year and only for that fiscal year. In the event of a current fiscal year projected total revenue shortfall, the department is required to document other offsetting revenues or reduce its budget within the regular budget monitoring process. Additional General Fund discretionary appropriation will not be

transferred to cover revenue shortfalls without Mayor and City Council authorization.

Responsibilities

The City Manager will oversee compliance of this policy with the participation of all revenue-producing departments and will issue roles and responsibilities for the departments.

Fiscal Stability Objectives

The budget document allocates City resources such as personnel, materials, and equipment in tangible ways to achieve the general goals of the community. It is prudent, therefore, for the City to have in place adopted fiscal policies to guide the city administration and City Council through the budget decision-making process. These policies are:

Operational Efficiencies

- ✓ To implement internal operating efficiencies wherever possible.
- ✓ To utilize private contractors when the same or higher level of service can be obtained at lower total cost.
- ✓ To staff each department according to adopted service levels, and to utilize consultants and temporary help instead of hiring staff for special projects or peak workload periods.
- ✓ To develop agreements with the other public agencies including the school district to combine certain operations and provide program assistance where appropriate.
- ✓ To enter into joint operating arrangements with other agencies so as to provide services more cost effectively.

Voter Approved Revenues

- ✓ To utilize revenues derived from the Utility Users Tax (UUT), Transient Occupancy Tax (TOT), and marijuana business tax to fund programs and services important to the community.
- ✓ To establish the appropriate rates and assessments to best manage and operate the City's enterprise operations and capital maintenance needs.

Reserves

- ✓ To set a goal equal to 10% of the General Fund operating expenses in a reserve account by annually committing the funds necessary to achieve this objective.

Infrastructure

- ✓ To provide sufficient routine maintenance each year to avoid a deferred maintenance backlog.

Employee Development

- ✓ To attract and retain competent employees by providing a professional work environment, safe working conditions, adequate training opportunities, and competitive salaries as finances may allow.

Economic Development

- ✓ To aggressively pursue new developments and businesses that add to the City's economic base, particularly those that generate sales tax and property tax revenue.
- ✓ To promote a mix of businesses that contributes to a balanced community.
- ✓ To develop programs to enhance and retain existing business.
- ✓ To charge the Successor Agency to the Redevelopment Agency its fair share of the cost of City support services.

New Services

- ✓ To add new services only when a need has been identified and a sustainable funding source developed for at least 5 years.
- ✓ To allocate CDBG funds and other discretionary grants to programs with the greatest benefit to the community.
- ✓ To require agreements for specific services and monitor effectiveness on an ongoing basis.

Construction of New Facilities

- ✓ To plan for new facilities only if construction and maintenance costs will not adversely impact the operating budget.

Fiscal Management

- ✓ To generate additional revenue by marketing City services to other agencies on a contract basis. And, to charge the true cost to provide those services so as to benefit both the City and other agencies.
- ✓ To maximize revenues by utilizing grants from other agencies for primarily capital projects to the fullest extent possible.
- ✓ To charge fees for services that reflect the true cost of providing such services and to review fee schedules on a regular basis.
- ✓ To fully account for the cost of enterprise operations to avoid any subsidy by the General Fund, and to charge Enterprise Funds their fair share of the cost of City support services.
- ✓ To maintain accurate accounting records to keep the City Manager and City Council informed of the financial condition of the City at all times.
- ✓ To file a quarterly report of investments that adhere to both state law and City policy, and which follow reasonable and prudent guidelines for investment of the City's idle cash.
- ✓ To prepare and maintain a rolling 5-Year financial forecast for all major funds including: General Fund, Enterprise and Special Funds, and Recreation.

CITY OF NEEDLES

SUBJECT: MOTOR FLEET

PURPOSE: To establish guidelines for the acquisition and use of City vehicles

General Policy: The City of Needles and Affiliated Agencies has an inventory of a variety of cars, vans, buses, heavy duty trucks, mini pick-ups, and specialized rolling stock such as a boom-truck and street sweepers. It is the City's policy to keep the vehicles clean and in good repair, not only for the safety and comfort of the employees and other passengers, but also so their appearance reflects well on the City. At all times, City owned vehicles should be operated in accordance with the vehicle code.

Fleet maintenance and the budget are the responsibility of the Fleet Department manager under the general direction of the City Manager. The motor fleet operates as an internal service fund.

Provisions:

A. Replacement Schedule

1. A replacement schedule will be developed and updated annually using the following guidelines.

   a. City pool cars, will be considered for replacement every six years or 70,000 miles, whichever comes first.

   b. Mini trucks, motorcycles, heavy duty vehicles, such as water storage trucks and dump trucks, and specialized rolling stock will be considered for replacement every seven to ten years.

2. The mileage and repair experience for each vehicle is reviewed each year and taken into account when the replacement schedule is updated.

B. Purchasing

1. The City will purchase a common make of vehicle (i.e., General Motors Co., Ford Motor Co., etc.) whenever possible because of the greater variety in the companies' product lines and the large number of dealers for customer support. The availability of parts, and the standardized shop equipment and tools necessary for maintenance and repairs will increase efficiency and reduce vehicle downtime.

2. Needles vendors will be given the opportunity to submit bids for vehicle purchases. Staff will take into local vendor preference, account sales tax return, and maintenance support to the City when analyzing the bids' purchasing value.

3. When appropriate, staff will include state and county cooperative purchasing programs in their analysis of best purchasing value.

4. Priority will be given to vehicles with better fuel efficiency and low emissions in accordance with Air Quality Management District regulations.

C. Vehicle Identification

1. City vehicles will be painted white.

2. All City vehicles will have an approved City logo.

3. Every City vehicle will be assigned an identification number.

D. Funding

1. The City's policy is to acquire vehicles by outright purchase whenever possible. A lease purchase may be appropriate in some instances, especially for new vehicles to the inventory, if there are insufficient funds for outright purchase.

2. Certain departments have the use of specific vehicles. These departments will pay into the Motor Fleet Fund an amount equal to the cost of maintaining and operating those vehicles. Funds collected for replacement versus those for operating and maintaining will be accounted for separately. Programs with special purpose vehicles which will not be replaced will not pay into the replacement fund for them. An example of a special purpose vehicle is one obtained through a grant for a specific program.

E. Assignment of Vehicles

1. The City Manager designates positions and functions to which pool cars are assigned. To the maximum extent, vehicles shall be assigned to department pools rather than individuals through written authorization from the City Manager, which will include provisions and restrictions of vehicle use. Other vehicles, such as heavy duty pick-up trucks are assigned for use during the work shift by department managers.

2. A department head may revoke the assignment of a department pool vehicle at any time.

3. City owned vehicles shall be parked at the City yard facility overnight and on weekends when not in use for conducting City Business.

4. Individual 24-hour assignments shall be made by the City Manager only when one or more of the following conditions apply:

- Assignee oversees operations on a 24 hour basis and/or multiple locations
- Assignee is subject to frequent emergency call-outs
- Assignee has contractual requirements for 24-hour use of City vehicles

5. Under no circumstances are City owned vehicles to be used for personal business.

F. Maintenance

1. All city vehicles, except those assigned to a specific employee on a 24-hour basis and pool cars, i.e., those available for use by many employees during the work day, will be parked at the City Yard except when in use.

2. The employee using a City vehicle is responsible for putting fuel in it. Vehicles should not be returned with less than one-half tank of fuel.

3. All City owned vehicles are maintained by the Fleet Maintenance Department's Motor Fleet staff. Employees using other City vehicles must arrange with garage employees for maintenance and repair. They are encouraged to use the car wash, frequently enough to keep the vehicles looking neat and clean.

4. Preventative maintenance will be performed according to the manufacturer's maintenance schedule. The maintenance is correlated with mileage and shall be programmed into the City's fleet maintenance system so the vehicle user and garage mechanics are alerted when it is time for maintenance to be performed.

5. City mechanics perform repairs and maintenance on City vehicles except:

   a. When, because of workloads, the job cannot be done in a timely manner;

   b. When the job requires expensive or specialized equipment;

   c. When City staff does not have the necessary skills; or

   d. When the repair involves a hazardous substance (e.g., freon) or equipment.

G. Tax Impacts/Reporting

1. Some employees are assigned to City vehicles on a 24-hour basis but are generally allowed to use them only for City-related work purposes. Any authorized use of the vehicle for other than work purposes, such as the commute between home and the work site, is a taxable benefit to the employee at a rate of $1.50/day each way. The Finance Department will provide information to each employee who is affected regarding how to calculate the tax due, and it will distribute the form to be completed and returned to the Internal Revenue Service. Employees using a City vehicle for commute in excess of 15 miles will be charged the then current IRS mileage reimbursement rate for the excess mileage on the City vehicle.

H. Disposing of Vehicles

1. When, according to the replacement schedule, a vehicle is to be removed from the City's inventory, the motor fleet supervisor will consult with the director of the department to which the vehicle is assigned. A decision will be made taking into account mileage, maintenance, history, and utility. Likewise, other vehicles being considered for removal from the inventory will jointly be considered by the Public Works Director and the director of the affected department.

2. Disposal of vehicles shall be the responsibility of the Fleet Maintenance Manager who will coordinate the bidding, auction, private sale, or trade-in in accordance with the City's Purchasing Rules and Regulations.

I. Reporting of Accidents and Damage

1. Any accident or damage to a City vehicle shall be reported immediately to the supervisor. A report shall be filed on City prescribed forms.

CITY OF NEEDLES

CASH MANAGEMENT POLICY AND PROCEDURES

SCOPE

This policy applies to all funds of the City of Needles.

OBJECTIVE

The purpose of cash management policy is to ensure adequate cash is available to pay the bills as they come due and invest the temporarily idle cash in accordance with the Investment Policy.

PROCEDURES

- Finance reviews the daily cash flow needs of the City.
- Finance will ensure that there are adequate funds in the checking account(s) to meet the daily needs.
- Cash inflows include, but are not limited to, funds from fees, taxes, grants, investment income, and investment maturities.
- Cash outflows include, but are not limited to, payment of accounts payable invoices, payroll, payment of other obligations of the City, and investments of idle funds.
- In anticipating and planning of cash flows special attention should be paid to non-recurring large payments for capital projects and debt obligations.
- All investments of funds are governed by the Investment Policy.

The improper handling of City funds is subject to disciplinary action up to and including dismissal.

CITY OF NEEDLES

SUBJECT: PETTY CASH FUNDS

PURPOSE: To establish a policy for the request, approval, and use of petty cash funds

General Policy: The City has established several petty cash funds and operating drawers to provide reimbursements to employees who incur expenses while on City business or when purchasing minor items for the City. Under no circumstances are these funds and drawers to be used for anything but City or Utility purposes. Expenses for overnight travel or conference registration fees shall not be reimbursed through petty cash. Petty cash funds have also been established at various City facilities and shall be utilized by the departments and divisions located at these facilities.

Provisions:

A. Petty Cash Funds

The following table presents the established funds, the authorized amounts, reimbursement limits, and assigned custodians.

Location	Authorized Amount	Reimbursement Limit	Assigned Custodian
City Hall	$2,200	$100	Finance Department
Rec. Center	$ 500	$ 25	Recreation Director
Aquatics	$ 100	$ 25	Recreation Director

Cash drawers are maintained where there is cash business being conducted.

Operating cash drawers are as follows:

Rec. Center	$150
Jack Smith Park	$400
Aquatics	$ 50
Animal Shelter	$ 50
Golf Course	$700

Utility Office (3 drawers):

Drawer #1	$200
Drawer #2	$200
Drawer #3	$200

B. Cash Limit

Employees may request reimbursement for expenses incurred or to purchase minor items for the City up to an established reimbursement limit of $100. These petty cash

reimbursement limits may be waived, however, on approval by the City Manager due to time urgency where no other payment method is available.

Petty Cash Reimbursement:

1. Requests for reimbursement for petty cash expenditures shall be submitted to the custodian. An approved petty cash voucher will be completed by the Finance Department when funds are disbursed.

2. The party receiving the funds shall sign the voucher in the space provided as evidence of the reimbursement. The custodian shall date and initial the voucher as further evidence that the monies were properly dispersed.

3. Employees are encouraged to accumulate their out-of-pocket expenditures and submit a demand for reimbursement through normal warrant processing. When the exact amount of out-of-pocket expenditures is known in advance, a demand or a request for an advanced check shall be used.

D. Replenishment of Petty Cash Fund

When the petty cash fund is substantially depleted, a demand is to be prepared and submitted to the City Manager for replenishment. All petty cash vouchers and receipts equaling the amount requested are to be attached to the demand.

An accounts payable warrant shall be issued to the custodian who will then cash the warrant and place the proceeds in the petty cash fund. At all times, the total petty cash on hand plus the amount of signed receipts or petty cash vouchers at any one time must equal the total amount of petty cash authorized.

E. Security

Petty cash funds represent City assets in the form of currency and coin. To guard against the misappropriation of such funds, strict security shall be enforced. All petty cash shall be maintained under lock with access limited to the fund custodian and/or a specified designee. It is the department manager's responsibility to ensure that appropriate security measures are enforced.

F. Audit of Petty Cash Funds

All petty cash funds will be audited annually by a representative from the Finance Department, and on an unannounced date at the location of the fund or drawer. The money will be counted and reconciled to the amount recorded on the General Ledger and be reported to the auditors as part of the annual cash summary.

City of Needles, California
Request for Council Action

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

Meeting Date: June 11, 2019

Title: Electric 2019 F-250 Vehicle Purchase

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

The City utilized the Sourcewell membership to obtain the lower price to purchase a 2019 Ford Super Duty F-250 4WD with Service Body and Ladder Rack. This new vehicle will replace unit #2030.

The Board of Public Utilities approved the recommended action on June 4, 2019.

Fiscal Impact: Balance in the electric vehicle replacement fund is $139,798

Recommended Action: Authorize the purchase of one (1) 2019 Ford 250 4WD with Service Body and Ladder Rack no to exceed $55,000

Submitted By: Justin Scott, Linecrew Supervisor

City Management Review: Rick **Date:** 6/3/19

Approved:☐	Not Approved:☐	Tabled:☐	Other:☐
			Agenda Item: 4

National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/31/2019
5/31/2019 Re-Configured

Quote ID: **10612 R1**

Order Cut Off Date: **8/2/2019**

Mr Tim Wahlstrand
City of Needles

112 Robuffa St.

Neeldes, California, 92363

Dear Tim Wahlstrand,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2019 Ford Super Duty F-250 SRW (F2B) XL 4WD Reg Cab 8' Box 142" WB, Harbor Service Body & Ladder Rack) and delivered to your specified location, each for

	One Unit
Contract Price	$39,926.76
Harbor Service Body & Ladder Rack	$7,852.90
1 additional key(s)	$200.00
Tax (7.7500 %)	$3,718.42
Tire fee	$8.75
Total	$51,706.83

- per the attached specifications. Price includes 1 service manual(s).

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

CHEVROLET TOYOTA GMC

Sales Quote

255 Voyager Ave
Brea, CA 92821
Phone: 714-996-0411
Fax: 714-996-0695

Sales Quote	SQ25989
Sales Quote Date:	5/31/2019
Inside Sales Rep.:	Kimberly Bellamy

Sell To: NATIONAL AUTO FLEET GROUP
DEALER # 71E061
1330 W. MAIN ST.
ALHAMBRA, CA 91801
626-414-2000

Ship To: CITY OF NEEDLES
TIM WAHLSTRAND
112 ROBUFFA STREET
NEEDLES, CA 92363

Tax Ident. Type	Legal Entity	Customer ID	FLW01
		Dealer Number	
Ship Via	HARBOR	SalesPerson	JENNIFER
Terms	2% 10 Days Net 30	VIN	
Location	BREA		
Territory	REGION 1		

Harbor Truck Bodies is Not Held Responsible for any items not listed on this order/quote.

Pricing on quote is valid 30 days from sales quote date

Item No.	Description	Exp. Notes	Unit	Qty.	Unit Price	Net Price
FORD-056-R-SRW	FORD 56" CA REGULAR CAB SRW GAS-	F250	EACH	1		
HT098-1541A	8-FT TRADEMASTER FOR 56CA SRW. VERTICAL SERIES-C/S & S/S W/STAINLESS STEEL POP TOP LIDS. BODY IS APPROX 98"L 79"W, 49" FLOOR, 41"H, 15"D COMPARTMENTS.		EACH	1	5,416.60	5,416.60
Y08AWHITE	HARBOR WHITE SINGLE STAGE NON CLEAR COAT		EACH	1		
RKTFLB098-1541-R	8-FT TAPERED-LEG SIDE-LOADER OVER-CAB RACK W/ HOOKS, SWING AWAY REAR BAR, & REMOVABLE CROSSBARS 42" FRONT LENGTH		EACH	1	1,207.50	1,207.50
Z08-F/BRUL79-08-LED	MOUNT U-RECESS BUMPER W/ 8" STEP & LED LIGHTS		EACH	1	125.30	125.30
M7PRONG	7 PRONG TRAILER CONNECTOR (POLLAK)		EACH	1	144.20	144.20
MBCK-UP-FD-872D	AFTERMARKET BACK UP CAMERA INSTALLED ON PICKUP BED DELETE WITH CAMERA FUNCTION ENABLED (MBCK-UP-FD-872D)		EACH	1	209.30	209.30
MPDI	PDI FOR NEW VEHICLE		EACH	1	225.00	225.00
FREIGHT	Freight		EACH	1	450.00	450.00
FUEL CHARGE	FUEL CHARGE		EACH	1	75.00	75.00

Amount Subject to Sales Tax 0
Amount Exempt from Sales Tax 7,852.90
Authorized Signature _____ Date _____
Dealer VIN/VON _____
P.O # _____

Subtotal:	**7,852.90**
Invoice Discount:	0.00
Total Sales Tax:	0.00
Total:	**7,852.90**

Vehicle Configuration Options

ENGINE	
Code	**Description**
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: manual push-button engine-exhaust braking and intelligent oil-life monitor, 29 Gallon Fuel Tank, 175 Amp Heavy Duty Alternator, 3.31 Axle Ratio, Dual 78-AH 750 CCA Batteries
TRANSMISSION	
Code	**Description**
44W	TRANSMISSION: TORQSHIFT 6-SPEED AUTOMATIC, -inc: (6R140), SelectShift
WHEELS	
Code	**Description**
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)
TIRES	
Code	**Description**
TBM	TIRES: LT245/75RX17E BSW A/T
PRIMARY PAINT	
Code	**Description**
Z1	OXFORD WHITE
PAINT SCHEME	
Code	**Description**
___	STANDARD PAINT
SEAT TYPE	
Code	**Description**
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar
AXLE RATIO	
Code	**Description**
X3H	ELECTRONIC-LOCKING W/3.31 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	**Description**
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Manual Telescoping/Folding Trailer Tow Mirrors, power heated glass, heated convex spotter mirror and

	integrated clearance lights and turn signal indicators, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock
52B	TRAILER BRAKE CONTROLLER, -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector
41P	TRANSFER CASE & FUEL TANK SKID PLATES
66D	PICKUP BOX DELETE, -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory
51X	SPARE WHEEL & TIRE DELETE, -inc: Also deletes jack and frame-mounted carrier
585	RADIO: AM/FM STEREO/MP3, -inc: 4 speakers, SYNC Communications & Entertainment System, enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls
66S	UPFITTER SWITCHES (6), -inc: Located in overhead console, Extra Heavy-Duty 200 Amp Alternator
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/electronic mirror and 4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting and aiming instructions
43C	110V/400W OUTLET, -inc: 1 in-dash mounted outlet, Extra Heavy-Duty 200 Amp Alternator
OPTION PACKAGE	
Code	**Description**
600A	ORDER CODE 600A

2019 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB

WINDOW STICKER

2019 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB

CODE	MODEL	MSRP
F2B	2019 Ford Super Duty F-250 SRW XL 4WD Reg Cab 8' Box 142" WB	$35,945.00
	OPTIONS	
99T	ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20, -inc: manual push-button engine-exhaust braking and intelligent oil-life monitor, 29 Gallon Fuel Tank, 175 Amp Heavy Duty Alternator, 3.31 Axle Ratio, Dual 78-AH 750 CCA Batteries	$9,120.00
44W	TRANSMISSION: TORQSHIFT 6-SPEED AUTOMATIC, -inc: (6R140), SelectShift	$0.00
64A	WHEELS: 17" ARGENT PAINTED STEEL, -inc: painted hub covers/center ornaments (STD)	$0.00
TBM	TIRES: LT245/75RX17E BSW A/T	$165.00
Z1	OXFORD WHITE	$0.00
___	STANDARD PAINT	$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder, storage and driver's side manual lumbar	$0.00
X3H	ELECTRONIC-LOCKING W/3.31 AXLE RATIO	$390.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger-side lock cylinder, upgraded door trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, Power Locks, Remote Keyless Entry, Manual Telescoping/Folding Trailer Tow Mirrors, power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators, Power Front Seat Windows, 1-touch up/down driver/passenger window, Power Tailgate Lock	$915.00
52B	TRAILER BRAKE CONTROLLER, -inc: Verified to be compatible w/select electric over hydraulic brakes, smart trailer tow connector	$270.00
41P	TRANSFER CASE & FUEL TANK SKID PLATES	$100.00
66D	PICKUP BOX DELETE, -inc: Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs.GVWR), Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer, In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements), Rear Bumper Delete, Spare Wheel, Tire, Carrier & Jack Delete	($625.00)
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED), -inc: Custom accessory	$140.00
51X	SPARE WHEEL & TIRE DELETE, -inc: Also deletes jack and frame-mounted carrier	($85.00)
585	RADIO: AM/FM STEREO/MP3, -inc: 4 speakers, SYNC Communications & Entertainment System, enhanced voice recognition w/911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB port and steering wheel audio controls	$550.00
66S	UPFITTER SWITCHES (6), -inc: Located in overhead console, Extra Heavy-Duty 200 Amp Alternator	$165.00
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display w/electronic mirror and 4" display, Upfitters kit includes camera w/mounting bracket, 14' jumper wire and camera mounting and aiming instructions	$415.00
43C	110V/400W OUTLET, -inc: 1 in-dash mounted outlet, Extra Heavy-Duty 200 Amp Alternator	$175.00
600A	ORDER CODE 600A	$0.00

Please note selected options override standard equipment

SUBTOTAL	**$47,640.00**
Advert/ Adjustments	$0.00
Manufacturer Destination Charge	$1,595.00
TOTAL PRICE	**$49,235.00**

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel -inc: Flex-Fuel badge on fleet orders only
Transmission: TorqShift-G 6-Spd Auto w/SelectShift
3.73 Axle Ratio
GVWR: 10,000 lb Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Electronic Transfer Case
Part-Time Four-Wheel Drive
72-Amp/Hr 650CCA Maintenance-Free Battery w/Run Down Protection
157 Amp Alternator
Class V Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
3840lbs. Maximum Payload
HD Shock Absorbers
Front Anti-Roll Bar
Firm Suspension
Hydraulic Power-Assist Steering
34 Gal. Fuel Tank
Single Stainless Steel Exhaust
Auto Locking Hubs
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: painted hub covers/center ornaments
Tires: LT245/75Rx17E BSW A/S (4)
Regular Box Style
Steel Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors

Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Front License Plate Bracket
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Fully Automatic Aero-Composite Halogen Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light

ENTERTAINMENT

Radio: AM/FM Stereo -inc: digital clock and 4 speakers
Fixed Antenna
1 LCD Monitor In The Front

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shift Knob
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood And Pickup Cargo Box Lights
Instrument Panel Bin and Covered Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer

Outside Temp Gauge
Analog Display
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Engine Immobilizer
Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Back-Up Camera

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE,** the Warrants Register through June 11, 2019.

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: Rick **Date:** 6/3/19

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

Agenda Item: 5

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

		DEPT. AMT.	FUND AMT.	YEAR-TO-DATE 05/24/19	18-19 BUDGET
FUND 101	GENERAL FUND	$ 1,657.11			
101.1015.412	CITY ATTORNEY	$ 76.76		$ 57,330.03	$85,000
101.1020.413	CITY MANAGER	$ -		$ 100,359.57	$156,991
101.1025.415	FINANCE DEPT.	$ 160.42		$ 181,936.28	$309,869
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 12.50		$ 52,769.90	$67,388
101.1035.416	PLANNING /ZONING	$ 54.07		$ 44,835.10	$95,227
101.1040.417	ENGINEERING	$ 72.38		$ 61,762.31	$144,416
101.1060.410	COMMUNITY PROMOTIONS	$ -		$ 3,760.75	$21,350
101.1070.410	SENIOR CENTER	$ -		$ 525,836.56	$46,553
101.2010.421	SHERIFF	$ -		$ 2,073,423.29	$2,497,833
101.2020.423	ANIMAL SHELTER/CONTROL	$ 62.59		$ 105,838.05	$152,779
101.2025.424	BULDING & SAFETY	$ 243.25		$ 139,486.67	$256,584
101.2030.423	CODE ENFORCEMENT	$ 271.06		$ 2,446,177.47	$309,221
101.3010.431	PUBLIC WORKS	$ 289.74		$ 277,550.01	$499,394
101.4730.472	SANITATION	$ 13.79		$ 82,940.35	$123,099
101.5770.452.	AQUATICS	$ 1,368.84		$ 73,566.59	$149,719
101.5772.452	PARKS	$ 112.92		$ 231,081.49	$351,757
101.5774.452	RECREATION	$ 450.06		$ 493,960.66	$749,464
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 4,845.49	$ 6,952,615.08	$6,016,644
FUND 205	CDBG		$ -	$ 20,863.32	$156,268
FUND 206	CEMETERY		$ 24.92	$ 65,228.20	$99,518
FUND 209	NARCOTICS FORFEITURE		$ -	$ -	$9,777
FUND 210	SPECIAL GAS TAX		$ -	$ 100,087.00	$199,616
FUND 212	AIR QUALITY (MDAQD)		$ -	$ 16,606.95	$16,607
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ -	$1,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ -	$ 85,047.24	$240,000
FUND 233	JACK SMITH PK.MARINA		$ 250.88	$ 66,962.34	$99,089
FUND 235	INTERSTATE COMM/I40 J ST.		$ -	$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ 3,495.97	$8,475
FUND 240	EL GARCES INTERMODAL		$ -	$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ 419,357.00	$421,225
FUND 270	REDEVELOPMENT AGENCY		$ 90.74	$ 269,168.28	$309,015
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$5,000
FUND 501	NPUA		$ -	$ 2,203,203.14	$2,456,432
FUND 502	WATER DEPARTMENT		$ 981.23	$ 1,008,500.98	$1,460,434
FUND 503	WASTEWATER DEPARTMENT		$ 422.09	$ 738,022.78	$1,082,771
FUND 505	SANITATION		$ -	$ 801,959.58	$1,175,000
FUND 506	ALL AMERICAN CANAL PROJ.		$ 20.91	$ 688,017.32	$764,872
FUND 507	GOLF FUND	$ 240.48		$ 382,545.57	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ 322.15		$ 408,366.31	$536,865
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ 287.94		$ 543,744.62	$746,656
FUND 507	GOLF FUND TOTAL		$ 850.57		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 309.06	$ 172,842.91	$321,662
FUND 509	MIS		$ -	$ 50,577.10	$132,312
FUND 510	ADMIN. FACILITY		$ 2,160.69	$ 103,984.67	$158,718
FUND 511	FLEET MANAGEMENT		$ 636.34	$ 145,403.26	$278,735
FUND 512	VEHICLE REPLACEMENT		$ -	$ 233,909.05	$560,257
FUND 520	SR DIAL A RIDE		$ -	$ 46,741.44	$211,332
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ -	$ 21,326.17	$32,383
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ -	$ 391,080.43	$538,043
FUND 580	ELECTRIC		$ 2,234.62	$ 4,619,115.89	$5,829,753
FUND 581	NPUA CAPITAL ELECTRIC		$ -	$ 133,360.00	$69,304
FUND 582	NPUA CAPITAL WATER		$ -	$ 24,197.46	$183,753
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ (30,107.43)	$17,216
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ 4,310.00	$26,873
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ 4,310.00	$65,072
TOTAL	ALL FUNDS & DEPARTMENTS		$ 12,827.54	$ 20,694,842.63	$30,247,321

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 6/4/19

Kippy Poulson, City Treasurer — Date 6/4/19

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

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
8146	3709	00	CHAVEZ, ADRIAN	05/24/2019	50.00	.00
8147	3688	00	PONCE, ALBERT	05/24/2019	50.00	.00
8148	3319	00	CITY EMPLOYEES ASSOCIATES	05/24/2019	200.00	.00
8149	3399	00	COURT-ORDERED DEBT COLLECTIONS	05/24/2019	50.24	.00
8150	2235	00	CALLAWAY, DENNIS	05/24/2019	50.00	.00
8151	3634	00	EMPOWER	05/24/2019	299.59	.00
8152	322	00	FRANK VALENZUELA JR.	05/24/2019	50.00	.00
8153	1296	00	FRONTIER	05/24/2019	3,999.21	.00
8154	1305	00	GREAT WEST LIFE	05/24/2019	2,570.00	.00
8155	325	00	WILLIS, JIM	05/24/2019	50.00	.00
8156	2222	00	SCOTT, JUSTIN	05/24/2019	50.00	.00
8157	3703	00	MICHAEL POE-EVANS	05/24/2019	50.00	.00
8158	3706	00	MCGILLIVRAY, MIKE	05/24/2019	50.00	.00
8159	3458	00	MUTUAL OF OMAHA	05/24/2019	2,138.84	.00
8160	3767	00	MARTINEZ, PATRICK	05/24/2019	50.00	.00
8161	3654	00	RAINIE TORRANCE	05/24/2019	308.07	.00
8162	1199	00	SBPEA TEAMSTERS LOCAL 1932	05/24/2019	643.27	.00
8163	2505	00	CAMPBELL, SHERYL	05/24/2019	33.00	.00
8164	3622	00	MILLER, TAYLOR	05/24/2019	50.00	.00
8165	2744	00	DELEON, THOMAS	05/24/2019	50.00	.00
8166	138	00	TIM WAHLSTRAND	05/24/2019	1,256.60	.00
8167	3695	00	VINCE GARZA	05/24/2019	50.00	.00
8168	1217	00	VISION SERVICE PLAN	05/24/2019	728.72	.00

NUMBER OF CHECKS 23 GRAND TOTAL 12,827.54

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8146	3709	ADRIAN CHAVEZ	008280		05/24/2019	101-2030-423.52-10	50.00		
							50.00	*	50.00
8147	3688	ALBERT PONCE	008275		05/24/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
8148	3319	CITY EMPLOYEES ASSOCIATES	008389		05/24/2019	101-0000-209.03-01	140.00		
			008390		05/24/2019	507-0000-209.03-01	20.00		
			008391		05/24/2019	508-0000-209.03-01	20.00		
			008392		05/24/2019	580-0000-209.03-01	20.00		
							200.00	*	200.00
8149	3399	COURT-ORDERED DEBT COLLEC	008412		05/24/2019	101-0000-209.01-00	50.24		
							50.24	*	50.24
8150	2235	DENNIS CALLAWAY	008414		05/24/2019	507-5761-453.52-10	50.00		
							50.00	*	50.00
8151	3634	EMPOWER	008263		05/24/2019	101-0000-209.01-00	9.94		
			008264		05/24/2019	101-0000-209.01-00	64.82		
			008265		05/24/2019	580-0000-209.01-00	170.90		
			008266		05/24/2019	580-0000-209.01-00	53.93		
							299.59	*	299.59
8152	322	FRANK VALENZUELA JR.	008274		05/24/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
8153	1296	FRONTIER	008413		05/24/2019	101-2020-423.52-10	.66		
			008415		05/24/2019	101-5770-452.52-10	112.24		
			008416		05/24/2019	233-5772-452.52-10	178.85		
			008417		05/24/2019	101-5774-452.52-10	339.50		
			008418		05/24/2019	502-4710-471.52-10	422.50		
			008419		05/24/2019	503-4720-475.52-10	301.36		
			008420		05/24/2019	507-5761-453.52-10	79.47		
			008421		05/24/2019	510-4410-405.52-10	993.55		
			008422		05/24/2019	510-4410-405.52-10	227.74		
			008423		05/24/2019	510-4410-405.52-10	226.85		
			008424		05/24/2019	510-4410-405.52-10	68.94		
			008425		05/24/2019	510-4410-405.52-10	643.61		
			008487		05/24/2019	101-3010-431.52-10	193.21		
			008488		05/24/2019	507-5762-454.52-10	210.73		
							3,999.21	*	3,999.21
8154	1305	GREAT WEST LIFE	008400		05/24/2019	101-0000-209.03-01	1,135.00		
			008401		05/24/2019	502-0000-209.03-01	25.00		
			008402		05/24/2019	507-0000-209.03-01	140.00		
			008403		05/24/2019	508-0000-209.03-01	100.00		
			008404		05/24/2019	511-0000-209.03-01	500.00		
			008405		05/24/2019	580-0000-209.03-01	670.00		
							2,570.00	*	2,570.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8155	325	JIM WILLIS	008277		05/24/2019	580-4750-473.52-10	50.00		
							50.00	*	50.00
8156	2222	JUSTIN SCOTT	008276		05/24/2019	580-4750-473.52-10	50.00		
							50.00	*	50.00
8157	3703	MICHAEL POE-EVANS	008278		05/24/2019	580-4750-473.52-10	50.00		
							50.00	*	50.00
8158	3706	MIKE MCGILLIVRAY	008271		05/24/2019	101-2025-424.52-10	50.00		
							50.00	*	50.00
8159	3458	MUTUAL OF OMAHA	008464		05/24/2019	101-1020-413.24-10	61.26		
			008465		05/24/2019	101-1025-415.24-10	105.12		
			008466		05/24/2019	101-1030-414.24-10	10.60		
			008467		05/24/2019	101-1035-416.24-10	33.81		
			008468		05/24/2019	101-1040-417.24-10	45.04		
			008469		05/24/2019	101-2020-423.24-10	51.04		
			008470		05/24/2019	101-2025-424.24-10	156.64		
			008471		05/24/2019	101-2030-423.24-10	156.68		
			008472		05/24/2019	101-3010-431.24-10	54.78		
			008473		05/24/2019	101-4730-472.24-10	9.54		
			008474		05/24/2019	101-5772-452.24-10	75.31		
			008475		05/24/2019	101-5774-452.24-10	73.39		
			008476		05/24/2019	206-5771-452.24-10	17.05		
			008477		05/24/2019	233-5772-452.24-10	37.50		
			008478		05/24/2019	270-4631-463.24-10	78.10		
			008479		05/24/2019	502-4710-471.24-10	212.80		
			008480		05/24/2019	503-4720-475.24-10	101.14		
			008481		05/24/2019	506-4713-477.24-10	16.55		
			008482		05/24/2019	507-5761-453.24-10	140.15		
			008483		05/24/2019	507-5762-454.24-10	61.41		
			008484		05/24/2019	508-4810-478.24-10	84.48		
			008485		05/24/2019	511-3020-432.24-10	74.14		
			008486		05/24/2019	580-4750-473.24-10	482.31		
							2,138.84	*	2,138.84
8160	3767	PATRICK MARTINEZ	008267		05/24/2019	101-2030-423.52-10	12.50		
			008268		05/24/2019	101-2025-424.52-10	12.50		
			008269		05/24/2019	101-1035-416.52-10	12.50		
			008270		05/24/2019	101-1040-417.52-10	12.50		
							50.00	*	50.00
8161	3654	RAINIE TORRANCE	008297		05/24/2019	580-4750-473.55-00	308.07		
							308.07	*	308.07
8162	1199	SBPEA TEAMSTERS LOCAL 193	008393		05/24/2019	101-0000-209.03-01	240.11		
			008394		05/24/2019	233-0000-209.03-01	15.90		
			008395		05/24/2019	502-0000-209.03-01	83.08		
			008396		05/24/2019	507-0000-209.03-01	78.48		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8162	1199	SBPEA TEAMSTERS LOCAL 193	008397		05/24/2019	508-0000-209.03-01	57.02		
			008398		05/24/2019	511-0000-209.03-01	32.88		
			008399		05/24/2019	580-0000-209.03-01	135.80		
							643.27	*	643.27
8163	2505	SHERYL CAMPBELL	008406		05/24/2019	101-0000-209.03-01	17.00		
			008407		05/24/2019	502-0000-209.03-01	4.00		
			008408		05/24/2019	507-0000-209.03-01	2.00		
			008409		05/24/2019	508-0000-209.03-01	4.00		
			008410		05/24/2019	511-0000-209.03-01	1.00		
			008411		05/24/2019	580-0000-209.03-01	5.00		
							33.00	*	33.00
8164	3622	TAYLOR MILLER	008272		05/24/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
8165	2744	THOMAS DELEON	008279		05/24/2019	580-4750-473.52-10	50.00		
							50.00	*	50.00
8166	138	TIM WAHLSTRAND	008262		05/24/2019	101-5770-452.43-04	1,256.60		
							1,256.60	*	1,256.60
8167	3695	VINCE GARZA	008273		05/24/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
8168	1217	VISION SERVICE PLAN	008440		05/24/2019	101-1020-413.24-10	15.50		
			008441		05/24/2019	101-1025-415.24-10	33.52		
			008442		05/24/2019	101-1030-414.24-10	1.90		
			008443		05/24/2019	101-1035-416.24-10	7.76		
			008444		05/24/2019	101-1040-417.24-10	14.84		
			008445		05/24/2019	101-2020-423.24-10	10.89		
			008446		05/24/2019	101-2025-424.24-10	24.11		
			008447		05/24/2019	101-2030-423.24-10	51.88		
			008448		05/24/2019	101-3010-431.24-10	41.75		
			008449		05/24/2019	101-4730-472.24-10	4.25		
			008450		05/24/2019	101-5772-452.24-10	37.61		
			008451		05/24/2019	101-5774-452.24-10	37.17		
			008452		05/24/2019	206-5771-452.24-10	7.87		
			008453		05/24/2019	233-5772-452.24-10	18.63		
			008454		05/24/2019	270-4631-463.24-10	12.64		
			008455		05/24/2019	502-4710-471.24-10	33.85		
			008456		05/24/2019	503-4720-475.24-10	19.59		
			008457		05/24/2019	506-4713-477.24-10	4.36		
			008458		05/24/2019	507-5761-453.24-10	52.53		
			008459		05/24/2019	507-5762-454.24-10	15.80		
			008460		05/24/2019	508-4810-478.24-10	43.56		
			008461		05/24/2019	511-3020-432.24-10	28.32		
			008462		05/24/2019	580-4750-473.24-10	188.61		
			008463		05/24/2019	101-1025-415.24-10	21.78		
							728.72	*	728.72

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
						BANK/CHECK TOTAL	12,827.54	12,827.54
						ALL BANKS/CHECKS TOTAL	12,827.54	12,827.54

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR JUNE 11, 2019

		DEPT. AMT.	FUND AMT.	YEAR-TO-DATE 05/24/19	18-19 BUDGET
FUND 101	GENERAL FUND	$ 4,860.65			
101.1015.412	CITY ATTORNEY	$ 5,933.77		$ 63,255.37	$85,000
101.1020.413	CITY MANAGER	$ 1,043.86		$ 113,271.11	$156,991
101.1025.415	FINANCE DEPT.	$ 9,893.42		$ 219,719.81	$309,869
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 1,741.56		$ 57,175.68	$67,388
101.1035.416	PLANNING /ZONING	$ 647.34		$ 51,367.89	$95,227
101.1040.417	ENGINEERING	$ 6,129.50		$ 69,121.85	$144,416
101.1060.410	COMMUNITY PROMOTIONS	$ -		$ 5,760.83	$21,350
101.1070.410	SENIOR CENTER	$ 766.08		$ 27,058.99	$46,553
101.2010.421	SHERIFF	$ 6,855.10		$ 2,477,745.29	$2,497,833
101.2020.423	ANIMAL SHELTER/CONTROL	$ 504.75		$ 117,140.65	$152,779
101.2025.424	BULDING & SAFETY	$ 267.50		$ 156,396.59	$256,584
101.2030.423	CODE ENFORCEMENT	$ 7,283.75		$ 149,856.53	$309,221
101.3010.431	PUBLIC WORKS	$ 7,082.18		$ 308,522.13	$499,394
101.4730.472	SANITATION	$ -		$ 95,354.37	$123,099
101.5770.452.	AQUATICS	$ 2,274.61		$ 77,989.47	$149,719
101.5772.452	PARKS	$ 7,246.15		$ 260,439.31	$351,757
101.5774.452	RECREATION	$ 234.63		$ 541,640.99	$749,464
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 62,764.85	$ 4,791,816.86	$6,016,644
FUND 205	CDBG		$ 20,722.40	$ 106,545.42	$156,268
FUND 206	CEMETERY		$ 3,726.17	$ 70,079.48	$99,518
FUND 209	NARCOTICS FORFEITURE		$ -	$ -	$9,777
FUND 210	SPECIAL GAS TAX		$ -	$ 111,208.00	$199,616
FUND 212	AIR QUALITY (MDAQD)		$ -	$ 16,606.95	$16,607
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ -	$1,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ 15,126.27	$ 85,047.24	$240,000
FUND 233	JACK SMITH PK.MARINA		$ 293.03	$ 74,649.25	$99,089
FUND 235	INTERSTATE COMM/I40 J ST.		$ -	$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ 4,127.24	$8,475
FUND 240	EL GARCES INTERMODAL		$ -	$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ 419,357.00	$421,225
FUND 270	REDEVELOPMENT AGENCY		$ -	$ 280,627.73	$309,015
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$5,000
FUND 501	NPUA		$ 5,177.57	$ 2,203,203.14	$2,456,432
FUND 502	WATER DEPARTMENT		$ 20,805.81	$ 1,131,969.43	$1,460,434
FUND 503	WASTEWATER DEPARTMENT		$ 47,410.70	$ 818,590.27	$1,082,771
FUND 505	SANITATION		$ -	$ 898,392.04	$1,175,000
FUND 506	ALL AMERICAN CANAL PROJ.		$ 364.00	$ 692,155.17	$764,872
FUND 507	GOLF FUND	$ -		$ 382,545.57	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ 14,169.56		$ 408,366.31	$536,865
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ 2,209.20		$ 543,744.62	$746,656
FUND 507	GOLF FUND TOTAL		$ 16,378.76	$ 305,849.06	
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 832.35	$ 189,320.10	$321,662
FUND 509	MIS		$ 2,438.75	$ 66,928.02	$132,312
FUND 510	ADMIN. FACILITY		$ 1,469.08	$ 125,752.13	$158,718
FUND 511	FLEET MANAGEMENT		$ 4,300.85	$ 164,194.16	$278,735
FUND 512	VEHICLE REPLACEMENT		$ -	$ 233,909.05	$560,257
FUND 520	SR DIAL A RIDE		$ 5,520.82	$ 52,573.39	$211,332
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ 2,771.80	$ 24,082.59	$32,383
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ 27,507.53	$ 418,645.30	$538,043
FUND 580	ELECTRIC		$ 46,307.79	$ 4,861,696.25	$5,829,753
FUND 581	NPUA CAPITAL ELECTRIC		$ -	$ 133,360.00	$69,304
FUND 582	NPUA CAPITAL WATER		$ -	$ 14,566.86	$183,753
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ (27,905.04)	$17,216
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ 4,310.00	$26,873
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ 4,310.00	$65,072
TOTAL	ALL FUNDS & DEPARTMENTS		$ 283,918.53	$ 19,610,623.59	$30,247,321

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 6/4/19
Rick Daniels, City Manager — Date

Sylvia Miledi 6/4/19
Sylvia Miledi, Director of Finance — Date

Kippy Poulson 6/4/19
Kippy Poulson, City Treasurer — Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
8169	2345	00	A-B COMMUNICATIONS	06/11/2019	287.99	.00
8170	3750	00	AUTO ZONE	06/11/2019	259.43	.00
8171	480	00	BEST BEST & KRIEGER LLP	06/11/2019	2,522.00	.00
8172	3313	00	BLUE RIVER WATER CORP.	06/11/2019	120.75	.00
8173	7	00	BORDER STATES ELECT.SUP.CORP.	06/11/2019	6,970.25	.00
8174	3479	00	BBSW	06/11/2019	1,134.00	.00
8175	3392	00	BUG EMERGENCY INC.	06/11/2019	70.00	.00
8176	3819	00	BULLHEAD AUTO & MARINE	06/11/2019	1,127.09	.00
8177	2957	00	COPIER SOURCE	06/11/2019	40.47	.00
8178	2934	00	DANA KEPNER COMPANY INC.	06/11/2019	4,463.75	.00
8179	2875	00	DANIELL'S SEPTIC PORTABLE TOILETS	06/11/2019	465.00	.00
8180	2487	00	DELL MARKETING L.P.	06/11/2019	3,380.48	.00
8181	3580	00	DIAMOND PURE WATER	06/11/2019	86.00	.00
8182	501	00	DOI-BOR-REGION: LOWER COLORADO	06/11/2019	11,904.38	.00
8183	1282	00	DOUBLE TREE SECURITY INC.	06/11/2019	121.00	.00
8184	2974	00	ECONOMIC DEV. JOURNAL OF MOHAVE CO.	06/11/2019	595.00	.00
8185	3341	00	EDWARD T. PAGET M.D.	06/11/2019	162.00	.00
8186	1904	00	ENDURA STEEL	06/11/2019	304.82	.00
8187	3682	00	EPIC ENGINEERING	06/11/2019	7,634.00	.00
8188	3462	00	EUSI LLC	06/11/2019	25,220.26	.00
8189	3717	00	EZLINKS GOLF LLC	06/11/2019	295.00	.00
8190	3314	00	FINDLAY MOTOR COMPANY	06/11/2019	1,415.87	.00
8191	1296	00	FRONTIER	06/11/2019	338.17	.00
8192	3568	00	GALAXY CO.	06/11/2019	53.61	.00
8193	3796	00	GOLDEN VALLEY CABLE & COMM INC.	06/11/2019	897.73	.00
8194	3451	00	GREENS DISTRIBUTION LLC.	06/11/2019	1,451.69	.00
8195	2612	00	HARDWARE EXPRESS INCORP.	06/11/2019	678.12	.00
8196	3593	00	HINDERLITER, DE LLAMAS & ASSOC.	06/11/2019	613.76	.00
8197	2489	00	HOME DEPOT CREDIT SERVICES	06/11/2019	366.62	.00
8198	3240	00	LESLIE'S POOL SUPPLIES	06/11/2019	323.88	.00
8199	88	00	LINCOLN AQUATICS	06/11/2019	336.87	.00
8200	125	00	MCCORMICK CONSTRUCTION CO.	06/11/2019	3,270.73	.00
8201	2981	00	MCDONALD TRANSIT ASSOC. INC.	06/11/2019	35,546.73	.00
8202	1	00	MOHAVE COUNTY DEPARTMENT OF HEALTH	06/11/2019	72.00	.00
8203	178	00	BIG O TIRES & AUTO PARTS	06/11/2019	1,933.45	.00
8204	210	00	NEEDLES UNIFIED SCHOOL DIST.	06/11/2019	16,667.00	.00
8205	1	00	NEEDLES YOUTH AND DEVELOPMENT	06/11/2019	20.76	.00
8206	1	00	NEEDLES YOUTH AND DEVELOPMENT FUND	06/11/2019	1,130.00	.00
8207	218	00	NEWS WEST PUBLISHING CO.	06/11/2019	871.64	.00
8208	1	00	NORTH SHORE RV RESORT INC.	06/11/2019	5,177.57	.00
8209	1786	00	NPUA	06/11/2019	VOID	
8210	1786	00	NPUA	06/11/2019	43,117.21	.00
8211	740	00	OUR TOWN MAGAZINE	06/11/2019	331.50	.00
8212	147	00	PING INC.	06/11/2019	504.06	.00
8213	2932	00	PRAXAIR DISTRIBUTION INC	06/11/2019	263.72	.00
8214	1578	00	PURCHASE POWER	06/11/2019	269.29	.00
8215	15	00	QUILL CORP.	06/11/2019	2,321.07	.00
8216	818	00	R & R PRODUCTS INC.	06/11/2019	230.83	.00
8217	644	00	RDO EQUIPMENT COMPANY	06/11/2019	345.02	.00
8218	3835	00	REDMOND CONSTRUCTION, LLC	06/11/2019	20,722.40	.00
8219	3558	00	DANIELS, RICK	06/11/2019	2,058.36	.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
8220	2068	00	RICOH USA INC.	06/11/2019	414.84	.00
8221	3616	00	RICOH USA, INC.	06/11/2019	176.44	.00
8222	591	00	ROBINSON ELECTRIC CO. INC.	06/11/2019	85.00	.00
8223	2468	00	RON'S TIRE PRO'S	06/11/2019	291.62	.00
8224	1115	00	SAN BER. COUNTY SHERIFF'S DEPT	06/11/2019	21,981.37	.00
8225	3437	00	SIGNS BY SUNDOWN	06/11/2019	250.00	.00
8226	2951	00	SIMON FAMILY ENTERPRISES INC.	06/11/2019	9,900.00	.00
8227	3344	00	SLOVAK BARON & EMPEY LLP	06/11/2019	31,023.33	.00
8228	281	00	SMART & FINAL	06/11/2019	216.13	.00
8229	3698	00	SOUTH POINT PRINTING	06/11/2019	335.00	.00
8230	3605	00	STATEWIDE TRAFFIC SAFETY & SIGNS	06/11/2019	2,128.33	.00
8231	779	00	THATCHER COMPANY	06/11/2019	2,297.23	.00
8232	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	06/11/2019	150.00	.00
8233	3266	00	TRI STATE TOOL REPAIR	06/11/2019	275.16	.00
8234	772	00	TRI-STATE BUILDING MATERIALS INC.	06/11/2019	33.34	.00
8235	3830	00	UNIFIRST CORPORATION	06/11/2019	813.85	.00
8236	318	00	UPS	06/11/2019	114.49	.00
8237	1741	00	V & L LASER LLC	06/11/2019	776.00	.00
8238	2469	00	VERIZON WIRELESS	06/11/2019	38.72	.00
8239	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	06/11/2019	829.00	.00
8240	1023	00	XEROX	06/11/2019	355.00	.00
8241	3842	00	XIO, INC.	06/11/2019	226.00	.00
8242	1293	00	ZUBRICK T-SHIRTS	06/11/2019	414.35	.00
8243	3828	00	3D-NETWORKS L.L.C.	06/11/2019	2,300.00	.00

NUMBER OF CHECKS 75 GRAND TOTAL 283,918.53

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8169	2345	A-B COMMUNICATIONS	008429		06/11/2019	510-4410-405.30-25	287.99		
							287.99	*	287.99
8170	3750	AUTO ZONE	008281		06/11/2019	511-3020-432.43-57	47.62		
			008282		06/11/2019	511-3020-432.61-28	43.66		
			008283		06/11/2019	511-3020-432.43-57	75.44		
			008284		06/11/2019	511-3020-432.43-57	52.24-		
			008285		06/11/2019	511-3020-432.43-57	54.24		
			008384		06/11/2019	511-3020-432.43-57	47.62		
			008640		06/11/2019	511-3020-432.43-57	43.09		
			008641		06/11/2019	511-3020-432.43-57	48.48-		
			008642		06/11/2019	511-3020-432.43-57	48.48		
							259.43	*	259.43
8171	480	BEST BEST & KRIEGER LLP	008286		06/11/2019	502-4710-471.31-50	2,158.00		
			008287		06/11/2019	506-4713-477.31-50	364.00		
							2,522.00	*	2,522.00
8172	3313	BLUE RIVER WATER CORP.	008502		06/11/2019	507-5761-453.63-00	120.75		
							120.75	*	120.75
8173	7	BORDER STATES ELECT.SUP.C	PI1291	019032	06/11/2019	580-4750-473.60-55	6,970.25		
							6,970.25	*	6,970.25
8174	3479	BRAUN BLAISING SMITH WYNN	008644		06/11/2019	580-4750-473.31-50	1,134.00		
							1,134.00	*	1,134.00
8175	3392	BUG EMERGENCY INC.	008672		06/11/2019	507-5762-454.61-07	35.00		
			008673		06/11/2019	507-5762-454.61-07	35.00		
							70.00	*	70.00
8176	3819	BULLHEAD AUTO & MARINE	008385		06/11/2019	511-3020-432.61-28	43.66		
			008386		06/11/2019	511-3020-432.43-57	75.44		
			008387		06/11/2019	511-3020-432.43-57	52.24-		
			008388		06/11/2019	511-3020-432.43-57	52.24		
			008427		06/11/2019	101-5770-452.43-02	19.52		
			008428		06/11/2019	101-5770-452.43-04	797.09		
			008643		06/11/2019	511-3020-432.61-28	191.38		
							1,127.09	*	1,127.09
8177	2957	COPIER SOURCE	008430		06/11/2019	510-4410-405.43-16	40.47		
							40.47	*	40.47
8178	2934	DANA KEPNER COMPANY INC.	008570		06/11/2019	502-4710-471.60-55	4,463.75		
							4,463.75	*	4,463.75
8179	2875	DANIELL'S SEPTIC PORTABLE	008566		06/11/2019	101-1030-414.61-45	465.00		
							465.00	*	465.00
8180	2487	DELL MARKETING L.P.	008340		06/11/2019	503-4720-475.61-02	2,257.40		

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8180	2487	DELL MARKETING L.P.	008506		06/11/2019	580-4750-473.61-02	1,123.08		
							3,380.48	*	3,380.48
8181	3580	DIAMOND PURE WATER	008288		06/11/2019	511-3020-432.61-01	39.50		
			008431		06/11/2019	101-5774-452.60-24	4.50		
			008521		06/11/2019	510-4410-405.61-01	18.00		
			008645		06/11/2019	503-4720-475.60-17	24.00		
							86.00	*	86.00
8182	501	DOI-BOR-REGION: LOWER COL	008542		06/11/2019	580-4750-473.63-10	11,904.38		
							11,904.38	*	11,904.38
8183	1282	DOUBLE TREE SECURITY INC.	008518		06/11/2019	507-5761-453.43-40	34.00		
			008519		06/11/2019	503-4720-475.43-40	43.00		
			008520		06/11/2019	101-5772-452.60-40	44.00		
							121.00	*	121.00
8184	2974	ECONOMIC DEV. JOURNAL OF	008648		06/11/2019	507-5762-454.53-00	595.00		
							595.00	*	595.00
8185	3341	EDWARD T. PAGET M.D.	008432		06/11/2019	507-5761-453.31-20	162.00		
							162.00	*	162.00
8186	1904	ENDURA STEEL	008433		06/11/2019	101-5770-452.43-04	304.82		
							304.82	*	304.82
8187	3682	EPIC ENGINEERING	PI1292	019050	06/11/2019	101-1040-417.31-16	6,094.00		
			008646		06/11/2019	101-0000-210.00-00	680.00		
			008647		06/11/2019	101-0000-210.00-00	860.00		
							7,634.00	*	7,634.00
8188	3462	EUSI LLC	008342		06/11/2019	503-4720-475.31-98	25,220.26		
							25,220.26	*	25,220.26
8189	3717	EZLINKS GOLF LLC	008522		06/11/2019	507-5762-454.61-07	295.00		
							295.00	*	295.00
8190	3314	FINDLAY MOTOR COMPANY	008289		06/11/2019	511-3021-432.43-36	1,415.87		
							1,415.87	*	1,415.87
8191	1296	FRONTIER	008639		06/11/2019	580-4750-473.52-10	338.17		
							338.17	*	338.17
8192	3568	GALAXY CO.	008436		06/11/2019	101-5772-452.60-40	53.61		
							53.61	*	53.61
8193	3796	GOLDEN VALLEY CABLE & COM	008291		06/11/2019	509-4910-479.52-12	138.75		
			008292		06/11/2019	503-4720-475.52-10	175.00		
			008293		06/11/2019	101-2020-423.52-10	75.00		
			008434		06/11/2019	101-5772-452.52-10	298.98		

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8193	3796	GOLDEN VALLEY CABLE & COM	008435		06/11/2019	507-5761-453.52-10	210.00		
							897.73	*	897.73
8194	3451	GREENS DISTRIBUTION LLC.	008290		06/11/2019	580-4750-473.60-55	1,073.48		
			008437		06/11/2019	503-4720-475.43-14	16.53		
			008567		06/11/2019	502-4710-471.60-55	130.59		
			008568		06/11/2019	502-4710-471.60-55	227.31		
			008569		06/11/2019	502-4710-471.60-55	3.78		
							1,451.69	*	1,451.69
8195	2612	HARDWARE EXPRESS INCORP.	008294		06/11/2019	101-5770-452.43-02	69.93		
			008295		06/11/2019	511-3021-432.43-38	1.70		
			008296		06/11/2019	511-3020-432.43-29	18.09		
			008343		06/11/2019	101-5770-452.60-32	28.62		
			008344		06/11/2019	101-5770-452.60-32	28.62		
			008438		06/11/2019	503-4720-475.43-14	11.65		
			008439		06/11/2019	503-4720-475.43-02	69.33		
			008489		06/11/2019	101-5770-452.43-02	30.67		
			008490		06/11/2019	101-5770-452.43-02	4.88		
			008491		06/11/2019	101-5770-452.43-02	21.53		
			008507		06/11/2019	507-5761-453.63-00	13.30		
			008508		06/11/2019	101-5772-452.61-12	1.23		
			008509		06/11/2019	101-5772-452.61-12	15.65		
			008510		06/11/2019	101-5772-452.61-12	2.42		
			008511		06/11/2019	101-5772-452.43-18	5.11		
			008512		06/11/2019	101-5772-452.43-18	6.14		
			008513		06/11/2019	101-5772-452.43-18	33.67		
			008514		06/11/2019	206-5771-452.43-18	.83		
			008515		06/11/2019	206-5771-452.43-18	12.29		
			008516		06/11/2019	206-5771-452.43-18	11.25		
			008517		06/11/2019	206-5771-452.43-18	38.74		
			008523		06/11/2019	507-5762-454.61-06	69.64		
			008563		06/11/2019	101-0000-204.06-00	40.93		
			008649		06/11/2019	101-3010-431.43-57	26.60		
			008650		06/11/2019	101-3010-431.60-12	77.77		
			008651		06/11/2019	511-3020-432.43-29	23.54		
			008652		06/11/2019	511-3020-432.43-29	13.99		
							678.12	*	678.12
8196	3593	HINDERLITER, DE LLAMAS &	008653		06/11/2019	101-1025-415.31-91	613.76		
							613.76	*	613.76
8197	2489	HOME DEPOT CREDIT SERVICE	008667		06/11/2019	511-3020-432.43-57	183.31		
			008668		06/11/2019	511-3020-432.43-57	183.31		
							366.62	*	366.62
8198	3240	LESLIE'S POOL SUPPLIES	008492		06/11/2019	503-4720-475.60-32	323.88		
							323.88	*	323.88
8199	88	LINCOLN AQUATICS	008345		06/11/2019	101-5770-452.43-04	336.87		

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8199	88	LINCOLN AQUATICS					336.87	*	336.87
8200	125	MCCORMICK CONSTRUCTION CO	008493		06/11/2019	101-3010-431.60-11	3,270.73		
							3,270.73	*	3,270.73
8201	2981	MCDONALD TRANSIT ASSOCIAT	008298		06/11/2019	520-4740-462.32-90	4,862.72		
			008299		06/11/2019	520-4740-462.51-20	305.50		
			008300		06/11/2019	520-4740-462.62-00	352.60		
			008301		06/11/2019	521-4740-462.32-90	2,417.44		
			008302		06/11/2019	521-4740-462.51-20	164.50		
			008303		06/11/2019	521-4740-462.62-00	189.86		
			008304		06/11/2019	525-4770-461.32-90	25,281.80		
			008305		06/11/2019	525-4770-461.62-00	1,972.31		
							35,546.73	*	35,546.73
8202	1	MOHAVE COUNTY DEPARTMENT	008494		06/11/2019	503-4720-475.31-20	72.00		
							72.00	*	72.00
8203	178	NAPA AUTO PARTS	008347		06/11/2019	580-4750-473.43-03	97.97		
			008348		06/11/2019	580-4750-473.60-55	12.69		
			008349		06/11/2019	580-4750-473.43-03	16.14		
			008350		06/11/2019	580-4750-473.60-55	150.84		
			008351		06/11/2019	511-3020-432.43-57	150.82		
			008352		06/11/2019	511-3021-432.43-38	38.79-		
			008353		06/11/2019	511-3020-432.61-28	18.12		
			008354		06/11/2019	511-3021-432.43-26	214.57		
			008355		06/11/2019	511-3021-432.43-24	7.89		
			008356		06/11/2019	511-3021-432.43-26	30.79		
			008357		06/11/2019	511-3021-432.43-38	132.06		
			008358		06/11/2019	511-3021-432.43-38	267.41		
			008496		06/11/2019	507-5761-453.43-04	7.32		
			008497		06/11/2019	507-5761-453.43-04	17.63		
			008498		06/11/2019	206-5771-452.43-04	57.64		
			008499		06/11/2019	503-4720-475.43-02	64.56		
			008500		06/11/2019	101-5770-452.43-02	6.78		
			008501		06/11/2019	101-5770-452.43-02	18.12		
			008654		06/11/2019	511-3020-432.61-28	372.64		
			008655		06/11/2019	511-3020-432.61-14	74.74		
			008656		06/11/2019	511-3021-432.43-26	114.31		
			008657		06/11/2019	511-3021-432.43-26	139.20		
							1,933.45	*	1,933.45
8204	210	NEEDLES UNIFIED SCHOOL DI	PI1293	019054	06/11/2019	580-4750-473.54-21	16,667.00		
							16,667.00	*	16,667.00
8205	1	NEEDLES YOUTH AND DEVELOP	008505		06/11/2019	101-1030-414.56-02	20.76		
							20.76	*	20.76
8206	1	NEEDLES YOUTH AND DEVELOP	008495		06/11/2019	101-1030-414.61-45	1,130.00		
							1,130.00	*	1,130.00

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8207	218	NEWS WEST PUBLISHING CO.	008306		06/11/2019	101-1035-416.59-10	102.94		
			008307		06/11/2019	101-1035-416.59-10	233.10		
			008308		06/11/2019	580-4750-473.53-00	52.78		
			008346		06/11/2019	525-4770-461.53-00	253.42		
			008503		06/11/2019	508-4810-478.53-00	81.60		
			008564		06/11/2019	101-1035-416.59-10	84.46		
			008565		06/11/2019	101-1035-416.59-10	63.34		
							871.64	*	871.64
8208	1	NORTH SHORE RV RESORT INC UT			06/11/2019	501-0000-211.00-00	5,177.57		
							5,177.57	*	5,177.57
8209	1786	NPUA							VOIDED
8210	1786	NPUA	008571		06/11/2019	502-4710-471.41-10	4,764.93		
			008572		06/11/2019	502-4710-471.41-10	29.82		
			008573		06/11/2019	233-5772-452.41-10	43.03		
			008574		06/11/2019	507-5761-453.41-20	43.96		
			008575		06/11/2019	507-5761-453.41-20	40.96		
			008576		06/11/2019	507-5761-453.41-20	12,333.48		
			008577		06/11/2019	507-5761-453.41-20	77.76		
			008578		06/11/2019	507-5761-453.41-10	104.11		
			008579		06/11/2019	507-5761-453.41-20	135.24		
			008580		06/11/2019	101-5772-452.41-20	1,548.83		
			008581		06/11/2019	101-5772-452.41-10	274.36		
			008582		06/11/2019	101-5772-452.41-10	30.02		
			008583		06/11/2019	101-5772-452.41-20	531.78		
			008584		06/11/2019	101-5772-452.41-10	44.12		
			008585		06/11/2019	101-5772-452.41-20	198.97		
			008586		06/11/2019	101-5772-452.41-10	37.43		
			008587		06/11/2019	101-5772-452.41-20	199.17		
			008588		06/11/2019	101-5772-452.41-20	442.99		
			008589		06/11/2019	101-5772-452.41-10	48.23		
			008590		06/11/2019	101-5772-452.41-20	455.93		
			008591		06/11/2019	101-5772-452.41-10	599.42		
			008592		06/11/2019	101-5772-452.41-20	596.85		
			008593		06/11/2019	580-4750-473.41-11	2,439.46		
			008594		06/11/2019	507-5762-454.41-10	211.52		
			008595		06/11/2019	101-3010-431.41-10	224.17		
			008596		06/11/2019	101-3010-431.41-20	52.51		
			008597		06/11/2019	101-3010-431.41-30	362.50		
			008598		06/11/2019	101-3010-431.41-10	19.28		
			008599		06/11/2019	101-3010-431.41-20	43.73		
			008600		06/11/2019	101-3010-431.41-10	510.96		
			008601		06/11/2019	101-5772-452.41-10	58.34		
			008602		06/11/2019	502-4710-471.41-10	31.26		
			008603		06/11/2019	101-2020-423.41-10	155.48		
			008604		06/11/2019	101-2020-423.41-10	76.79		
			008605		06/11/2019	101-2020-423.41-10	158.76		
			008606		06/11/2019	502-4710-471.41-10	250.95		
			008607		06/11/2019	502-4710-471.41-10	41.65		

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8210	1786	NPUA	008608		06/11/2019	503-4720-475.41-10	87.84		
			008609		06/11/2019	503-4720-475.41-20	189.76		
			008610		06/11/2019	503-4720-475.41-10	309.35		
			008611		06/11/2019	503-4720-475.41-20	46.18		
			008612		06/11/2019	503-4720-475.41-10	5,092.45		
			008613		06/11/2019	503-4720-475.41-20	328.96		
			008614		06/11/2019	502-4710-471.41-10	46.00		
			008615		06/11/2019	502-4710-471.41-10	55.97		
			008616		06/11/2019	502-4710-471.41-10	1,019.56		
			008617		06/11/2019	503-4720-475.41-10	39.31		
			008618		06/11/2019	503-4720-475.41-20	41.96		
			008619		06/11/2019	503-4720-475.41-10	30.81		
			008620		06/11/2019	101-5772-452.41-20	188.35		
			008621		06/11/2019	101-5772-452.41-30	72.50		
			008622		06/11/2019	101-5772-452.41-20	769.56		
			008623		06/11/2019	101-5772-452.41-10	13.92		
			008624		06/11/2019	101-5772-452.41-20	201.35		
			008625		06/11/2019	101-5772-452.41-10	29.82		
			008626		06/11/2019	101-5772-452.41-10	149.88		
			008627		06/11/2019	101-5772-452.41-10	46.18		
			008628		06/11/2019	101-5772-452.41-10	92.21		
			008629		06/11/2019	101-5772-452.41-20	47.61		
			008630		06/11/2019	101-5772-452.41-20	41.42		
			008631		06/11/2019	101-5772-452.41-20	43.34		
			008632		06/11/2019	206-5771-452.41-10	31.90		
			008633		06/11/2019	206-5771-452.41-20	3,501.02		
			008634		06/11/2019	206-5771-452.41-30	72.50		
			008635		06/11/2019	101-1070-410.41-10	480.69		
			008636		06/11/2019	101-1070-410.41-20	212.89		
			008637		06/11/2019	101-1070-410.41-30	72.50		
			008658		06/11/2019	101-0000-245.03-00	2,542.67		
							43,117.21	*	43,117.21
8211	740	OUR TOWN MAGAZINE	008524		06/11/2019	507-5762-454.53-00	331.50		
							331.50	*	331.50
8212	147	PING INC.	008526		06/11/2019	507-5762-454.44-10	504.06		
							504.06	*	504.06
8213	2932	PRAXAIR DISTRIBUTION	008504		06/11/2019	101-5770-452.43-04	263.72		
							263.72	*	263.72
8214	1578	PURCHASE POWER	008525		06/11/2019	510-4410-405.52-20	269.29		
							269.29	*	269.29
8215	15	QUILL CORP.	008309		06/11/2019	580-4750-473.61-21	422.22		
			008310		06/11/2019	580-4750-473.61-21	366.50		
			008311		06/11/2019	508-4810-478.61-34	146.60		
			008312		06/11/2019	101-1025-415.61-01	33.66		
			008313		06/11/2019	508-4810-478.61-34	336.15		

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8215	15	QUILL CORP.	008314		06/11/2019	580-4750-473.60-55	788.72		
			008527		06/11/2019	510-4410-405.61-01	50.58		
			008528		06/11/2019	510-4410-405.61-06	55.47		
			008529		06/11/2019	508-4810-478.61-01	9.69		
			008530		06/11/2019	507-5762-454.61-06	111.48		
							2,321.07	*	2,321.07
8216	818	R & R PRODUCTS INC.	008532		06/11/2019	507-5761-453.61-12	230.83		
							230.83	*	230.83
8217	644	RDO EQUIPMENT COMPANY	008666		06/11/2019	507-5761-453.43-04	345.02		
							345.02	*	345.02
8218	3835	REDMOND CONSTRUCTION, LLC	PI1295	019038	06/11/2019	205-6511-494.72-10	20,722.40		
							20,722.40	*	20,722.40
8219	3558	RICK DANIELS	008315		06/11/2019	502-4710-471.56-00	350.00		
			008316		06/11/2019	503-4720-475.56-00	350.00		
			008317		06/11/2019	580-4750-473.56-00	350.00		
			008318		06/11/2019	101-1020-413.56-00	350.00		
			008426		06/11/2019	101-1020-413.55-00	658.36		
							2,058.36	*	2,058.36
8220	2068	RICOH USA INC.	008669		06/11/2019	510-4410-405.70-02	414.84		
							414.84	*	414.84
8221	3616	RICOH USA, INC.	008359		06/11/2019	510-4410-405.70-03	176.44		
							176.44	*	176.44
8222	591	ROBINSON ELECTRIC CO. INC	008531		06/11/2019	510-4410-405.43-04	85.00		
							85.00	*	85.00
8223	2468	RON'S TIRE PRO'S	008319		06/11/2019	511-3021-432.43-38	291.62		
							291.62	*	291.62
8224	1115	SAN BER. COUNTY SHERIFF'S	008536		06/11/2019	225-2010-421.31-81	2,924.47		
			008537		06/11/2019	101-2010-421.43-03	448.62		
			008538		06/11/2019	101-2010-421.62-00	6,406.48		
			008539		06/11/2019	225-2010-421.31-81	12,201.80		
							21,981.37	*	21,981.37
8225	3437	SIGNS BY SUNDOWN	008361		06/11/2019	233-5772-452.43-33	250.00		
							250.00	*	250.00
8226	2951	SIMON FAMILY ENTERPRISES	PI1290	019052	06/11/2019	503-4720-475.31-90	9,900.00		
							9,900.00	*	9,900.00
8227	3344	SLOVAK BARON EMPEY MURPHY	008320		06/11/2019	502-4710-471.31-50	1,628.20		
			008321		06/11/2019	101-1025-415.31-50	2,599.00		
			008322		06/11/2019	101-0000-204.20-00	632.80		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8227	3344	SLOVAK BARON EMPEY MURPHY	008323		06/11/2019	101-2030-423.31-50	271.20		
			008324		06/11/2019	101-2030-423.31-50	2,128.00		
			008325		06/11/2019	101-2030-423.31-50	293.80		
			008326		06/11/2019	101-2030-423.31-50	1,255.65		
			008327		06/11/2019	101-2030-423.31-50	226.00		
			008328		06/11/2019	101-2030-423.31-50	2,734.60		
			008329		06/11/2019	502-4710-471.31-50	1,933.34		
			008330		06/11/2019	503-4720-475.31-50	1,933.33		
			008331		06/11/2019	580-4750-473.31-50	1,933.33		
			008332		06/11/2019	101-1025-415.31-50	6,158.50		
			008333		06/11/2019	502-4710-471.31-50	621.50		
			008334		06/11/2019	101-1015-412.31-50	5,933.77		
			008335		06/11/2019	502-4710-471.31-50	133.77		
			008336		06/11/2019	503-4720-475.31-50	133.77		
			008337		06/11/2019	580-4750-473.31-50	133.77		
			008341		06/11/2019	101-2030-423.31-50	339.00		
							31,023.33	*	31,023.33
8228	281	SMART & FINAL CORP.	008533		06/11/2019	101-5774-452.65-10	80.59		
			008534		06/11/2019	101-5774-452.61-06	135.54		
							216.13	*	216.13
8229	3698	SOUTH POINT PRINTING	008535		06/11/2019	101-1025-415.61-01	207.00		
			008661		06/11/2019	101-1035-416.53-00	128.00		
							335.00	*	335.00
8230	3605	STATEWIDE TRAFFIC SAFETY	008360		06/11/2019	101-3010-431.61-05	376.18-		
			008659		06/11/2019	101-3010-431.61-05	998.69		
			008660		06/11/2019	101-3010-431.60-12	1,505.82		
							2,128.33	*	2,128.33
8231	779	THATCHER COMPANY	008339		06/11/2019	502-4710-471.60-32	1,104.44		
			008540		06/11/2019	502-4710-471.60-32	1,192.79		
							2,297.23	*	2,297.23
8232	3693	TRI STATE COMMUNITY HEALT	008541		06/11/2019	507-5761-453.31-20	150.00		
							150.00	*	150.00
8233	3266	TRI STATE TOOL REPAIR	008662		06/11/2019	101-3010-431.43-57	275.16		
							275.16	*	275.16
8234	772	TRI-STATE BUILDING MATERI	008338		06/11/2019	101-5770-452.43-02	33.34		
							33.34	*	33.34
8235	3830	UNIFIRST CORPORATION	008365		06/11/2019	508-4810-478.61-04	9.77		
			008366		06/11/2019	503-4720-475.61-04	43.10		
			008367		06/11/2019	502-4710-471.61-04	51.52		
			008368		06/11/2019	580-4750-473.61-04	97.95		
			008369		06/11/2019	580-4750-473.61-04	97.95		
			008543		06/11/2019	508-4810-478.61-04	9.77		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8235	3830	UNIFIRST CORPORATION	008544		06/11/2019	580-4750-473.61-04	97.95		
			008545		06/11/2019	101-5772-452.61-04	22.77		
			008546		06/11/2019	507-5761-453.61-04	48.79		
			008547		06/11/2019	507-5761-453.61-04	94.41		
			008548		06/11/2019	101-3010-431.61-04	36.76		
			008549		06/11/2019	511-3020-432.61-04	36.77		
			008550		06/11/2019	101-3010-431.61-04	39.47		
			008551		06/11/2019	511-3020-432.61-04	39.48		
			008552		06/11/2019	503-4720-475.61-04	16.10		
			008553		06/11/2019	507-5762-454.61-06	7.00		
			008554		06/11/2019	507-5762-454.61-06	7.00		
			008555		06/11/2019	507-5762-454.61-06	7.00		
			008556		06/11/2019	101-5774-452.61-06	7.00		
			008557		06/11/2019	101-5774-452.61-06	7.00		
			008558		06/11/2019	502-4710-471.61-04	26.52		
			008676		06/11/2019	508-4810-478.61-04	9.77		
							813.85	*	813.85
8236	318	UPS	008362		06/11/2019	503-4720-475.52-20	36.17		
			008363		06/11/2019	502-4710-471.52-20	39.16		
			008364		06/11/2019	580-4750-473.52-20	39.16		
							114.49	*	114.49
8237	1741	V & L LASER LLC	008370		06/11/2019	101-1025-415.61-02	246.00		
			008371		06/11/2019	101-1030-414.61-01	69.00		
			008559		06/11/2019	101-2025-424.61-01	232.00		
			008560		06/11/2019	508-4810-478.61-02	229.00		
							776.00	*	776.00
8238	2469	VERIZON WIRELESS	008665		06/11/2019	101-2020-423.52-10	38.72		
							38.72	*	38.72
8239	3528	WESTERN ENVIRONMENTAL TES	008638		06/11/2019	503-4720-475.60-17	143.00		
			008663		06/11/2019	503-4720-475.60-17	268.00		
			008664		06/11/2019	502-4710-471.59-75	70.00		
			008674		06/11/2019	503-4720-475.60-17	143.00		
			008675		06/11/2019	502-4710-471.59-75	205.00		
							829.00	*	829.00
8240	1023	XEROX	008372		06/11/2019	101-1020-413.70-01	35.50		
			008373		06/11/2019	101-1025-415.70-01	35.50		
			008374		06/11/2019	101-1030-414.70-01	56.80		
			008375		06/11/2019	101-1035-416.70-01	35.50		
			008376		06/11/2019	101-1040-417.70-01	35.50		
			008377		06/11/2019	101-2025-424.70-01	35.50		
			008378		06/11/2019	101-2030-423.70-01	35.50		
			008379		06/11/2019	101-3010-431.70-01	14.20		
			008380		06/11/2019	510-4410-405.70-01	71.00		
							355.00	*	355.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
8241	3842	XIO, INC.	008561		06/11/2019	502-4710-471.31-90	113.00		
			008562		06/11/2019	502-4710-471.31-90	113.00		
							226.00	*	226.00
8242	1293	ZUBRICK T-SHIRTS	008381		06/11/2019	101-5770-452.61-04	310.10		
			008382		06/11/2019	101-0000-204.10-00	104.25		
							414.35	*	414.35
8243	3828	3D-NETWORKS LLC	008670		06/11/2019	509-4910-479.31-90	1,175.00		
			008671		06/11/2019	509-4910-479.31-90	1,125.00		
							2,300.00	*	2,300.00
						BANK/CHECK TOTAL	283,918.53		283,918.53
						ALL BANKS/CHECKS TOTAL	283,918.53		283,918.53

ORDINANCE 617-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AMENDNG CHAPTER 15A-5(f) RECREATION AREA USE (POLICY) PARKING AT JACK SMITH PARK LIMITING THE TYPES OF VEHICLES ALLOWED TO PARK AND REMOVING THE FOUR-HOUR PARKING RESTRICTION IN THE DESIGNATED PARKING AREA AND CUL-DE-SAC

WHEREAS, the City of Needles Jack Smith Park provides amenities for various activities including playground equipment, boat launch facilities, and beach areas for water-recreation; and

WHEREAS, the designated parking area and the cul-de-sac area provide parking for the children's playground equipment and should be limited to vehicles without watercraft trailers; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star on April 24, 2019, posted in two conspicuous locations and mailed to property owners within 300' of the site; and

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

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

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

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

SECTION 3. The City Council HEREBY APPROVES Ordinance 617-AC for an amendment to the Needles Municipal Code (NMC) as follows:

Existing 15A-5 (f) language:

~~"(f) Parking. The Jack Smith Memorial Park designated park area and cul-de-sac is for park use only. A four-hour maximum time limit has been established. If a violation occurs, the Code Enforcement Officer shall issue a civil citation in the amount of $50.00 and / or have the vehicle towed at the owner's expense."~~

Amended Section 15A-5 (f) to read:

"(f) Parking. The Jack Smith Memorial Park designated park area and cul-de-sac is for park use only. Vehicles pulling watercraft trailers are required to park outside of this

6-11-19

#6

area. If a violation occurs, the Code Enforcement Officer shall issue a civil citation in the amount of $50.00 and / or have the vehicle towed at the owner's expense."

SECTION 4. This action shall become final and effective 30 days after this decision by the City Council as provided by the Needles City Code.

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

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

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

Mayor

Attest: Dale Jones

City Clerk

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor

(Seal) Attest:

City Clerk

Approved as to form:

City Attorney

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution 2019-20
Request for a Six-Month Extension for Four Conditional Use Permits scheduled to expire on June 11, 2019, for Marijuana Cultivation buildings located at the intersection of E. Broadway and Victory Dr., as follows:

Building 1	Marijuana Cultivation Facility	Approved via 2017-108
Building 2	Marijuana Cultivation Facility	Approved via 2017-109
Building 3	Marijuana Cultivation Facility	Approved via 2017-110
Building 4	Marijuana Cultivation Facility	Approved via 2017-111

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicants have submitted documentation outlining the actions taken since the City Council approval on January 9, 2018, attached as Exhibit "A"

In an effort to continue the progress the applicants are making in moving forward, the applicant is requesting that a six-month extension be attached to each of the four (4) Conditional Use Permits identified above, extending the expiration date to December 11, 2019.

Critical Timeline: Applicant's timeline to escalate the sale of the facilities by creating smaller parcels through the processing of a parcel map.

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-20, approving a Six-Month Extension to the life of the four Conditional Use Permits, expiring on December 11, 2019.

Attachment: Exhibit "A" work completed

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

City Management Review: Rick **Date:** 6/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other:
			Agenda Item: 7

CITY COUNCIL RESOLUTION 2019-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR FOUR CONDITIONAL USE PERMITS (CUP)-ISSUED FOR FOUR (4) MARIJUANA CULTIVATION FACILITIES, 2017-108 THROUGH 2017-211, LOCATED AT THE INTERSECTION OF E. BROADWAY AND VICTORY DR

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permits identified below received approval by the City Council on January 9, 2018 and are due to expire on June 11, 2019:

Building 1	Marijuana Cultivation Facility	Approved via 2017-108
Building 2	Marijuana Cultivation Facility	Approved via 2017-109
Building 3	Marijuana Cultivation Facility	Approved via 2017-110
Building 4	Marijuana Cultivation Facility	Approved via 2017-111

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

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

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the four (4) Conditional Use Permits identified above, for a period of six months, expiring on December 11, 2019.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-20**, approving a six month extension period for the life of the four (4) Conditional Use Permits identified above, expiring on December 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit "A"

VICTORY & BROADWAY LLC.

8645 Haven Avenue
Suite 450
Rancho Cucamonga, CA 91730
(909) 941-6725

May 7, 2019

Cindy:

I am currently requesting a CUP extension the properties located at Victory and Broadway. As you are aware the CUP expires in June and we are currently working on a modification for the size and orientation of the existing site plan layout. We have discovered that the larger parcels are not marketable at this time, we have however received interest in smaller 8x10,000 sq. feet building configuration. We have discussed this issue with the Architect and Engineer from ARQ and believe a modification to be in our best interest. Therefore, as stated above we will be requesting an additional 180-day extension and we will be submitting a modification with in that time period. We are however obtaining a rough grading permit and have previously acquired a block wall permit; which will enable us to expedite and further this project we feel confident that these modifications will assist us in obtaining best use of the property in todays current market.

If you were to have any questions please do not hesitate to contact us.

Thank you for your consideration,

Ralph T. Roach

VICTORY & BROADWAY LLC.

8645 Haven Avenue
Suite 450
Rancho Cucamonga, CA 91730
(909) 941-6725

April 29, 2019

The following is a current outline of work completed and to be performed for the CUP related to the location at Victory and Broadway City of Needles. Work completed to date is as follows:

- Site plan and related easement identifications for all front, rear, and side set backs have *been obtain however this information was not available until early April due to title and* their ability to determine the exact location of said easement plotting.
- Engineering for rear main block wall to adjacent neighbors has been obtained and will commence work after grading.
- Grading plan and required utility design in under way and indicated in a letter from ARQ
- Street improvement ingress and egress with related utility must be submitted to Caltrans and the city of Needles this work is being designed currently and time of completion will be governed by the appropriate agency. This however will not affect the grading plan and permit

It is our intention mow that we have available plotting to continue forward with completion of building 1 with in the next 180 days with the appropriate approvals. An additional note in regards *to all CUP properties that we currently own that the larger the facility due to all the tax and* current state requirements we are finding that a smaller facility of 10 to 12,000 feet might be more marketable for this reason we are reserving an approach of decreasing the size of the remaining buildings after the initial application of building 1. It is our further intention to expedite all absorption of the above properties as expeditiously as possible.

You will find attached the current block wall permit and the grading application along with the engineering scheduling and requirements from ARQ.

Thank you for your consideration,

Ralph T. Roach

ARQ Engineering, LLC.
Engineering and Survey

April 24, 2019

City of Needles
817 Third Street
Needles, CA 92363

Attention: Cindy Semione

Subject: Broadway and Victory

Dear Cindy,

Please accept this letter as a status report on the work ARQ Engineering, LLC and our associates are performing on the above referenced Project.

To date we have completed the Topographic and Boundary Surveys of lots 58 and 59 of Tract 7620. The survey was completed 03/28/2019 based on the title documents provided.

Utilizing the most current site plans we are in the process of formulating a mass grading plan to establish the boundary conditions for the perimeter wall enclosure with special consideration given to the rear lots along the 10' utility easement as shown on Tract 7620. We expect to complete the mass grading plan in 30 days which will enable the construction of the rear retaining/perimeter wall. A conservative design retaining/perimeter wall has been completed and is ready to submit which will permit the mass grading activity to proceed once the permit is issued.

The overall Precise Grading Plan is to plan the mass grading plan completion and approval. We anticipate the that the Precise Grading Plan will *involve a preparation time of 3 to 3.5 months* including the drainage report and the drainage design. We are using a subsurface storm water disposal chamber system to collect and infiltrate storm water for the maximum 25 year return period storm water runoff.

The site is very complex as detailed in the Architects site plan sheet PL1 and will require a great deal of detail design to control the draining and provide ADA access. We anticipate a 30 to 60 day review and response period for the internal submittal and a 20 final review period by the City.

Additionally we will concurrently be designing the Highway 95 curb, gutter and sidewalk improvements to Cal Trans standards and anticipate a design approval within 5 to 6 months (October).

Finally a new Tract Map is being prepared after approval of the Precise Grading Plan which will create 4 parcels out of the existing lots 58 and 57, Tract 7620. A tentative tract map will be submitted for review approximately 30 days after approval of the Precise Grading Plan approval.

4440 S. Highway 95, Suite A * Fort Mohave, AZ 86426 * (928) 758-3333 * Fax (928) 758-8654

Once we have the tentative map approval we will submit a final tract map within 30 days.

I trust this provides you with an adequate timeline of the project.

Thank you in advance for your time and consideration. If there should be any questions regarding the above mentioned matter, please do not hesitate to contact our office.

Respectfully Submitted,
ARQ Engineering, LLC.

R. Larry Morse, P.E., R.L.S.
President

N:/8015-02/correspondence/CityofNeedles/Broadway-VictoryProject/4-24-19

4440 S. Highway 95, Suite A * Fort Mohave, AZ 86426 * (928) 758-3333 * Fax (928) 758-8654

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution 2019-21
Request for a Six-Month Extension for Two Conditional Use Permits scheduled to expire on June 11, 2019, for Marijuana Manufacturing and Distribution buildings located at 2208 Needles Highway, the site of the former "Relax Inn" Hotel

Suite A	Marijuana Manufacturing Facility	Approved via 2018-70
Suite B	Marijuana Distribution Facility	Approved via 2018-71

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicants have submitted documentation outlining the actions taken since the City Council approval on November 13, 2018, attached as Exhibit "A".

In an effort to continue the progress the applicants are making in moving forward, the applicant is requesting that a six-month extension be attached to the two Conditional Use Permits identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-21 approving a Six-Month Extension to the life of two (2) Conditional Use Permits identified above, expiring on June 11, 2019, and extending to December 11, 2019.

Attachment: Exhibit "A" work completed

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

City Management Review: Rick **Date:** 6/3/19

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

CITY COUNCIL RESOLUTION 2019-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR TWO CONDITIONAL USE PERMITS (CUP) ISSUED FOR A MARIJUANA MANUFACTURING FACILITY, SUITE "A", 2018-70, AND A MARIJUANA DISTRIBUTION FACILITY, SUITE "B", 2018-71, AT 2208 NEEDLES HIGHWAY, THE SITE OF THE FORMER "RELAX INN" HOTEL

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permits identified above received approval by the City Council on November 13, 2018 and are scheduled to expire on June 11, 2019; and

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

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

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permits identified above for a period of six months, expiring on December 11, 2019.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-21**, approving a six month extension period for the life of the Conditional Use Permits identified above, expiring on December 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit "A"

May 14, 201

Cindy Semione

City of Needles

Sent Via E-Mail: Csemione@cityof needles.com

Re: Conditional Use Permit # 11-07-2018-2-PC and 11-07-2018-3PC

Dear Cindy

We are writing you in order to be in compliance with the requirements and to request a 6 month extension of time for our Conditional Use Permits (herein referred to as CUP) for the property Located at 2208 Needles Highway, Needles. Permit numbers as stated above.
We need the extension of time because; Being able to get an Engineer has been difficult. Bill Cyr was kind enough to recommend Dan Cline who, at first, was difficult to reach, then sent us an estimate,but during that time I was travelling back and forth To New York as I was getting married. Unfortunately, upon my return I could not get in touch with him.
My assistant was finally able to reach him, after numerous attempts and was told that he was too busy to even have a discussion. We were ready to send a deposit to begin the process but instead we are back to having to locate another Engineer to continue and complete the plans.

In addition it has been difficult to obtain a plumbing contractor who is licensed to install the backflow device. We have reached out to several. The local licensed plumber met with Terry Quinn and when Mr Quinn questioned the amount of the estimate with the plumbers wife, who runs the office, she said I will now put you at the bottom of the list and was extremely rude. We have been searching for the past 3 months, the site is ready for the Installation of the backflow device we just need to find someone to install it so we can close up the area. We will need 60 days to meet the City of Needles requirements.

Our goal and intent is to obtain the certificate of occupancy in order to get the business up and running as soon as possible.

I appreciate your input and the planning committee's consideration for extending our CUP's for an additional six (6) months.

Respectfully submitted

David M. Posner

David M Posner

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution 2019-23
Request for a Six-Month Extension for a Conditional Use Permit scheduled to expire on June 11, 2019, for a Marijuana Cultivation facility located at 900 E. Broadway, the former site of Baker Ambulance and Robinson's Electric; Approved by City Council on December 27, 2017 via Resolution 2017-107

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicants have submitted documentation outlining the actions taken since the City Council approval on December 27, 2019, attached as Exhibit "A".

In an effort to continue the progress the applicants are making in moving forward, the applicant is requesting that a six-month extension be attached to the Conditional Use Permit identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-23 approving a Six-Month Extension to the life of a Conditional Use Permit for a Marijuana Cultivation Facility located at 900 E. Broadway, expiring on June 11, 2019, and extending to December 11, 2019.

Attachment: Exhibit "A" work completed

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

City Management Review: Rick **Date:** 6/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 9

CITY COUNCIL RESOLUTION 2019-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR A CONDITIONAL USE PERMIT (CUP) ISSUED FOR A MARIJUANA CULTIVATION FACILITY, AT 900 E. BROADWAY, ALSO KNOWN AS APN 0186-241-61 THAT EXPIRES ON JUNE 11, 2019

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permit identified above received approval by the City Council on December 27, 2017, via Resolution No. 2017-107, and granted a 6-month extension expiring on June 11, 2019; and

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

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

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permit identified above for a period of six months, expiring on December 11, 2019.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-23**, approving a six month extension period for the life of the Conditional Use Permit identified above, expiring on December 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit "A"

Colorado River Plumbing, Inc.

419 W. Broadway St. Needles, CA 92363
P: (760)-326-2626 F: (760)-326-2638 Email: joe.crp@frontiernet.net
CA: 858381 AZ: 203425 NV: 0069531 NV Business License: 20071658044

Re: 904 & 904.5 E. Broadway 5/21/19

To Whom It May Concern:

Current construction update as of 5/21/19

5/14/19 Received 50% deposit from owner for demo of "old Baker ambulance" building & 1 loading dock building

5/16/19 Met onsite with PSR Environmental for asbestos survey of both buildings

5/20/19 Verbal estimate from PSR Environmental for asbestos abatement. Waiting on formal bid

Once we receive a formal bid for asbestos abatement, we can get owner approval on pricing and get both structures scheduled for demo.

Construction build plans are in process, and we should have them in the next 30 days. We will submit them to County Fire as soon as we have them. We have attached the latest plans for proof of production.

Thank you,

Joe Payson

President

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution 2019-24
Request for a Six-Month Extension for Two Conditional Use Permits scheduled to expire on June 11, 2019, for Marijuana Distribution and Cultivation, located at 2109 Needles Highway, the former site of the "Le Brun" Hotel

Suite A	Marijuana Distribution Facility	Approved via 2017-83
Suite B	Marijuana Distribution Facility	Approved via 2017-84

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicant has submitted documentation outlining the actions taken since the City Council approval on November 28, 2017, attached as Exhibit "A".

The applicant completed the demolition of the old hotel, with plans to move forward with construction of a new building. Upon submittal and review of the State License application, notification was received from the Water Board that the project site was within 600' of a Tribal Buffer Zone and therefore permits would not be issued by the State. The Water Board revised the Tribal approval process and the notification of approval or denial by the Ft. Mojave Indian Tribe is due to be received mid-June, 2019, thus requiring the CUP extensions.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-24 approving a Six-Month Extension to the life of two (2) Conditional Use Permits identified above, expiring on June 11, 2019, and extending to December 11, 2019.

Attachment: Exhibit "A" work completed

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

City Management Review: Rick **Date:** 6/3/19

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

Agenda Item: 10

CITY COUNCIL RESOLUTION 2019-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR TWO CONDITIONAL USE PERMITS (CUP) ISSUED FOR A MARIJUANA DISTRIBUTION FACILITY, SUITE "A", 2018-83, AND A MARIJUANA CULTIVATION FACILITY, SUITE "B", 2018-84, AT 2109 NEEDLES HIGHWAY, THE FORMER SITE OF THE "LE BRUN" HOTEL

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permits identified above received approval by the City Council on November 28, 2017 and are scheduled to expire on June 11, 2019; and

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

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

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permits identified above for a period of six months, expiring on December 11, 2019.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-24**, approving a six month extension period for the life of the Conditional Use Permits identified above, expiring on December 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit "A"

Cindy Semione

From: Jordan Pyles <jpyles@pmccontractorsinc.com>
Sent: Tuesday, May 21, 2019 11:47 AM
To: Cindy Semione
Cc: Cole Piercy; Mick Longo; Rick Daniels; Patrick Martinez; Rick Daniels
Subject: Re: EXPIRES 6-11-2019 - CUP - New Approved Expiration Date -Marijuana Businesses

Pending the resolution of the waterboard on or around 6-20-19 , we plan on the following:

Hire architect for full construction drawings- 7-1-19
Submit Plans - 9-1-19
Begin construction with a 9 month duration after approval.
** As you are aware we completed demolition last year and everything was put on hold until the waterboard issue is resolved. **

Route 66 Group will be self funding the build out.
We lost investor interest when the Tribal Buffer Zone was discovered.

Jordan Pyles

President

PMC Contractors, Inc.

PMC Contractors, Inc

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution 2019-25
Request for a Six-Month Extension for Eight (8) Conditional Use Permits scheduled to expire on June 11, 2019, for Marijuana Facilities located at 320 Balboa St., as follows:

2017-94	Cultivation – Bldg 1D	2017-98	Cultivation – Bldg 4A
2017-95	Cultivation – Bldg 2A	2017-99	Cultivation – Bldg 4B
2017-96	Cultivation – Bldg 3A	2017-100	Manufacturing- Bldg 1B/1C
2017-97	Cultivation – Bldg 3B	2017-101	Distribution – Bldg 1A

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicants have submitted documentation outlining the actions taken since the City Council approval on December 19, 2017, attached as Exhibit "A".

In an effort to continue the progress the applicants are making in moving forward, the applicant is requesting that a six-month extension be attached to the eight (8) Conditional Use Permits identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-25 approving a Six-Month Extension to the life of eight (8) Conditional Use Permits identified above, expiring on June 11, 2019, and extending to December 11, 2019.

Attachment: Exhibit "A" work completed

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

City Management Review: Rick **Date:** 6/3/19

Approved:☐	Not Approved:☐	Tabled:☐	Other:☐
			Agenda Item: 11

CITY COUNCIL RESOLUTION 2019-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR EIGHT (8) CONDITIONAL USE PERMITS (CUP) ISSUED FOR MARIJUANA FACILITIES AT 320 BALBOA EXPIRING ON JUNE 11, 2019

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permits for marijuana facilities identified below received approval by the City Council on December 19, 2017 and are scheduled to expire on June 11, 2019:

2017-94	Cultivation – Bldg 1D	2017-98	Cultivation – Bldg 4A
2017-95	Cultivation – Bldg 2A	2017-99	Cultivation – Bldg 4B
2017-96	Cultivation – Bldg 3A	2017-100	Manufacturing-Bldg 1B/1C
2017-97	Cultivation – Bldg 3B	2017-101	Distribution – Bldg 1A

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

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

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permits identified above for a period of six months, expiring on December 11, 2019.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-25**, approving a six month extension period for the life of the Conditional Use Permits identified above, expiring on December 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit "A"

Deer Park Development Corporation
P.O. Box 2224
Big Bear City CA, 92314

Rick Daniels, City Manager
City of Needles
817 Third St
Needles CA 92363

May 11, 2019

Attn: Cindy Semione, Planning

Re: Extension of time: CUP's 2017-94 thru 101, inclusive

Dear Mr. Daniels,

Deer Park Development Corporation's eight CUP's were approved by Needles City Council Resolutions No. 2017-94 through 2017-101, inclusive, on December 19, 2017. These CUP's were subsequently extended by the City council and are now scheduled to expire on June 11, 2019.

Deer Park Development has diligently progressed on their project by correcting a building encroachment on two of their buildings with a recently recorded Certificate of Compliance and has filed a lot Merger Application and prepared a Lot Line Adjustment application to adjust the lot lines to fit the existing buildings, and eliminate the current conflicting lot boundaries.

Additionally, Deer Park Development Corporation has aggressively marketed their project by actively listing the property for sale through Costar and LoopNet, and has developed a website (greenmedicalcenter.net) to facilitate that effort.

Deer Park Development Corporation hereby respectfully requests a six month or longer extension of time to allow for the completion of the Lot Merger and Lot Line Adjustments as well as the extensive Conditions of Approval of their eight CUP"s.

If you need additional information, or have any questions, please call.

Sincerely,

Walter Ron Kemper

Walter Ron Kemper, President

City of Needles, California
Request for Action

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

Meeting Date: June 11, 2019

Title: California Department of Parks and Recreation – Statewide Park Program (SPP)

Background: City staff conducted multiple public workshops to obtain the communities input to apply for a park and recreation grant through California Department of Parks and Recreation. The types of park projects can be; 1) create a NEW park 2) EXPAND an existing park or 3) RENOVATE an existing park.

The following four (4) major project sites were selected; Needles Aquatic Center, Duke Watkins Park, Jack Smith Park and a new park called The Bureau Bay Nature Walk. Each proposed project contains new features such as a splash pad, bicycle park, walking trail, playground equipment and shade structures. Each proposed project also includes much needed renovations such as bathrooms, irrigation systems, basketball court, pool.

The California Department of Parks and Recreation requires the enclosed Authorizing Resolution for each proposed project which serves two purposes:

1. It is the means by which the applicants Governing Body shows it is aware of all the terms of the contract. It provides confirmation that the applicant has the funding to complete the proposed project if the GRANT is awarded.

2. Designates a position title (through Provision 4) to represent the Governing Body on all matters regarding the application and project. The incumbent in this position is referred to as the "authorized representative"

Fiscal Impact: No match required on grant. If awarded a project the City must maintain the project site for thirty (30) years. Estimated annual operation and maintenance costs range from 30,000 – 60,000 (depending on project).

Recommended Action: ***Move*** to approve Resolution No. 2019 – 26 , 2019 – 27, 2019 – 28 and 2019 – 29 authorizing Rick Daniels, City Manager as an authorized representative and accepting the terms of the proposed grant, if awarded.

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

City Management Review: Rick **Date:** 6/3/19

#12

City of Needles, California
Request for Action

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

Agenda Item: #12

RESOLUTION NO. 2019-26

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CA
Approving the Application for
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

APPROVES THE FILING OF AN APPLICATION FOR THE NEEDLES AQUATIC CENTER; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to Rick Daniels, City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019.

I, the undersigned, hereby certify that the foregoing Resolution Number 2019-26 was duly adopted by the City Council following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Needles Aquatic Center SPP Grant Application 2019

Cost Estimate Breakdown

The proposed park improvements are; renovate existing bathroom and outdoor shower, remove and replace existing grass area with cool deck and turf, shade structures around the facility with picnic tables. The proposed new features to the Aquatic Center are; up-size the existing pool from main pool from 25 - yards to 25 - meters (two additional lanes and new pump equipment), surf pool, playground pool area and a new slide. The art features will include the image of the local non-profit swim team, Sandsharks in the middle of the main pool and on tiles of the outdoor shower. The project consists of adding new trees, new features and renovations.

Item	Description	Qty	Unit	Unit Price	Extensions
1.0	Main Pool/Slide/Surf Pool/Play Area Site Preparation/Mobilization	1	LS	$100,000.00	$100,000.00
1.1	Main Pool/Slide/Surf Pool/Play Area Utility Improvements (pipes, panels)	1	LS	$100,000.00	$100,000.00
1.2	Main Pool 2-Lane Re-Construction to 8 Total Lanes	1	LS	$250,000.00	$250,000.00
1.3	Main Pool New Underground Piping	1	LS	$60,000.00	$60,000.00
1.4	Main Pool New Plaster and Tile	1	LS	$175,000.00	$175,000.00
1.5	Main Pool New Mechanical Equipment (Filter, Pump, Floor Inlets, Cutter System)	1	LS	$300,000.00	$300,000.00
1.6	New Double Surf Pool (16,000 Gallon tank, 360 Amps @180 Kw/hr)	1	LS	$1,300,000.00	$1,300,000.00
1.7	New Playground Pool (12-18 Inch of water)	4,000	SF	$235.00	$940,000.00
1.8	New Playground Play Equipment	1	LS	$250,000.00	$250,000.00
1.9	New Dual Flume Slide with Run-Out Flumes	1	LS	$500,000.00	$500,000.00
1.10	Equipment 4%	1	LS	-	$155,800.00
	Total Main Pool/Slide/Surf Pool/Play Area				**$4,130,800**
2.0	Cool Deck (90% of Park)	36,721	SF	$25.56	$938,588.76
2.1	Turf Area	10,429	SF	$15.00	$156,435.00
2.2	Outside Shower Rehab	1	LS	$5,000.00	$5,000.00
2.3	Bathroom Renovations	1	LS	$30,000.00	$30,000.00
2.4	Staff Staging Area Renovation	1	LS	$20,000.00	$20,000.00
2.5	Square Post Shade Structures 12ft, Single Post	12	EA	$3,000.00	$36,000.00
2.6	Round Concrete Tables Polished 5ft	11	EA	$1,300.00	$14,300.00
2.7	Main Pool Side Shade Structures 20x80 (2) and 10x90 (Cantilever Suspended Frame)	3	EA	$12,000.00	$36,000.00
2.8	Large Shade Structure 30x67	1	EA	$20,000.00	$20,000.00
2.9	Drinking Fountains	2	LS	$3,000.00	$6,000.00
2.10	Art Feature	1	LS	$5,000.00	$5,000.00
	Preparation and Mobilization				$100,000.00
	Total Pool Decking/Shade/Tables/Renovations				**$1,367,324**
3.0	Paving	33,561	SF	$ 8.00	**$268,488.00**
3.1	Striping Parking Lanes	2,280	SF	$ 1.50	**$3,420.00**
4.0	Engineering (5%)				$200,000.00
5.0	Contingency (20%)				$1,100,000.00
6.0	CEQA Compliance Review				$50,000.00
7.0	Project Management (5%)				$200,000.00
				Grand Total	**$7,320,032**

Needles Aquatic Center SPP Grant Application 2019

Operation & Maintence Impact

The proposed park improvements are; renovate existing bathroom and outdoor shower, remove and replace existing grass area with cool deck and turf, shade structures around the facility with picnic tables. The proposed new features to the Aquatic Center are; up-size the existing pool from main pool from 25 - yards to 25 - meters (two additional lanes and new pump equipment), surf pool, playground pool area and a new slide. The art features will include the image of the local non-profit swim team, Sandsharks in the middle of the main pool and on tiles of the outdoor shower. The project consists of adding new trees, new features and renovations.

Revenue		
	Impact Unknown, an increase is possible based on the new features	
	If awarded the grant the daily access fee **cannot** charge more than $3.00 a month. The current budget for administation to the pool is $3,700 and at a minimum 925 passes would need to be sold during the 4 month season	
⬆	Increase in pool rentals, lessions	
Expenses		
⬆	Pool Technician (Increase in hours)	10,000.00
⬆	Lifeguard (additional 2 lifeguards)	11,376.00
⬆	Chlorine & Chemicals (20% Increase)	2,400.00
⬆	Permits	2,000.00
⬆	Property Insurance	TBA
⬆	Liability Insurance	TBA
⬆	Water Utilities (50% Increase)	3,000.00
⬆	Electric Utilities (50% Increase)	10,000.00
	Annual Estimated Increase	**$ 38,776.00**

RESOLUTION NO. 2019-27

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CA
Approving the Application for
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

APPROVES THE FILING OF AN APPLICATION FOR THE DUKE WATKINS PARK; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to Rick Daniels, City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019.

I, the undersigned, hereby certify that the foregoing Resolution Number 2019-27 was duly adopted by the City Council following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Duke Watkins Center SPP Grant Application 2019

Cost Estimate Breakdown

The proposed park improvements are; renovate existing bathroom, new playground equipment with compliant ground covering, additional shade structures with picnic benches, renovate exisiting ball field (re-grading, add lights, bleachers and fences to allow for league games), renovate exisiting outdoor basketball court (one full court with backstops), new splash pag, new bathroom located on SW side of park and a bicycle park located on the E side of the park.

Item	Description	Qty	Unit	Unit Price	Extensions
	Main Park Area				
1.0	Splash Pad Area 4,000 gallons (pad, play equipment, chlorine, balance ph and ultraviolet system)	1	LS	$500,000.00	$500,000.00
1.2	Bicycle Park (Asphalt Pump Track)	1	LS	$1,000,000.00	$1,000,000.00
1.3	Bicycle Park (Back side fence)	839	SF	$24.00	$20,136.00
1.4	Outdoor Basketball Court Rehab (half court to full court and includes backstops)	1	LS	$32,000.00	$32,000.00
1.5	New Bathroom (located near Basketball Court) ADA and CA Building Code Compliant	1	LS	$170,000.00	$170,000.00
1.6	Playground Equipment (5,285 sf area)	1	LS	$100,000.00	$100,000.00
1.7	Playground Equipment (5,285 sf area) Ground Covering	5,285	SF	$12.00	$63,420.00
1.9	Playground Shade Covering	1	LS	$50,000.00	$50,000.00
1.10	Splash Pad Areas Shade Structures	4	EA	$4,000.00	$16,000.00
1.11	Splash Pad Areas Shade Picnic Tables (ADA Rectangular)	4	EA	$1,000.00	$4,000.00
1.12	Petes Field Re-Excavated and New Irrigation (66,933 sf)	1	LS	$110,000.00	$110,000.00
1.13	Petes Lights (8 60' poles and lights)	1	LS	$314,000.00	$314,000.00
1.14	Petes Field Bleachers Shade Structure (Cantilever Suspended Frame)	1	LS	$20,000.00	$20,000.00
1.15	Petes Field Fence	424	SF	$24.00	$10,176.00
1.16	Petes Field Bleachers	1	LS	$28,000.00	$28,000.00
1.17	Square Post Shade Structures 12ft, Single Post	14	EA	$3,000.00	$42,000.00
1.18	Round Concrete Tables Polished 5ft	14	EA	$1,300.00	$18,200.00
1.19	Trees/Landscaping	1	LS	$10,000.00	$10,000.00
1.20	Art Feature (Expression Wall 8 x 20)	1	LS	$10,000.00	$10,000.00
1.21	Restroom Upgrade	1	LS	$30,000.00	$30,000.00
1.22	Drinking Fountains	2	LS	$3,000.00	$6,000.00
1.23	Utility Improvements	1	LS	$20,000.00	$20,000.00
	Dog Area				
2.0	Small Dog Park Fence	196	SF	$24.00	$4,704.00
2.10	Dog Water Fountains and features	1	LS	$5,000.00	$5,000.00
	Miscellaneous				
3.0	Paving Park Access Road	53,543	SF	$ 8.00	$428,344.00
	Striping Parking Lanes	2,280	SF	$ 1.50	$3,420.00
4.0	Engineering (5%)				$150,000.00
5.0	Contingency (20%)				$650,000.00
6.0	CEQA Review				$50,000.00
7.0	Site Preparation/Mobilization				$100,000.00
				Grand Total	**$3,965,400.00**

Duke Watkins Park SPP Grant Application 2019

Operation & Maintence Impact

The proposed park improvements are; renovate existing bathroom, new playground equipment with compliant ground covering, additional shade structures with picnic benches, renovate exisiting ball field (re-grading, add lights, bleachers and fences to allow for league games), renovate exisiting outdoor basketball court (one full court with backstops), new splash pag, new bathroom located on

Expenses		
⬆	(1) MCW1 FT Parks Employee (80% Parks)	48,717.00
⬆	Chlorine & Chemicals (Splash Pad)	5,000.00
⬆	Water Utilities (Splash Pad)	5,000.00
⬆	Electric Utilities (Area Lights & Splash Pad)	10,000.00
⬆	Property Insurance	TBA
⬆	Liability Insurance	TBA
	Annual Estimated Increase	**$ 68,717.00**

RESOLUTION NO. 2019-28

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CA
Approving the Application for
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

APPROVES THE FILING OF AN APPLICATION FOR THE JACK SMITH PARK; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to Rick Daniels, City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019.

I, the undersigned, hereby certify that the foregoing Resolution Number 2019-28 was duly adopted by the City Council following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Jack Smith Park SPP Grant Application 2019

Cost Estimate Breakdown

The proposed park improvements are; renovate existing bathroom, new playground equipment with compliant ground covering, additional shade structures with picnic benches around the parameter, rehab existing volleyball court, new irrigation system. New features include a splash pad, walking trail with 10 workout stations (balance beam, push up, hurdle, legs, ect..) and an ourdoor amphitheater on the W side of the park.

Item	Description	Qty	Unit	Unit Price	Extensions
	Main Park Area				
1.0	Splash Pad Area 4,000 gallons (pad, play equipment, chlorine, balance ph and ultraviolet system)	1	LS	$500,000.00	$500,000.00
1.1	Sprinkler System, Grading of Park and New Turf	1	LS	$250,000.00	$250,000.00
1.2	Playground Equipment (5,598 sf area)	1	LS	$100,000.00	$100,000.00
1.3	Playground Equipment (5,598 sf area) Ground Covering	5,598	SF	$12.00	$67,176.00
1.4	Playground Shade Covering	1	LS	$50,000.00	$50,000.00
1.5	Playground 4' Fencing Around	185	LF	$24.00	$4,440.00
1.6	Cool Deck around Splash Pad Area	288	SF	$25.56	$7,361.28
1.7	Splash Pad Areas Shade Structures 6ft, Single Post	12	EA	$1,500.00	$18,000.00
1.8	Splash Pad/Playground Benches	10	EA	$500.00	$5,000.00
1.9	Park Picnic Tables (ADA Rectangular)	6	EA	$1,500.00	$9,000.00
1.10	Park Cabanas	6	EA	$5,000.00	$30,000.00
1.11	Restroom Upgrade	1	LS	$80,000.00	$80,000.00
1.12	Drinking Fountains	2	LS	$3,000.00	$6,000.00
1.13	Trees/Landscaping	1	LS	$10,000.00	$10,000.00
1.14	Volleyball Rehab (1,791 SF)	1	LS	$10,000.00	$10,000.00
	Walking Path				
2.0	Decomposed Granite (DG) Walking Trail (6' wide	10,200	SF	$3.50	$35,700.00
2.1	Workout Stations Equipment (10) Leg Press, Hurdle, Step Trainer, Balance Plank, Push Up	1	LS	$20,000.00	$20,000.00
2.2	Workout Stations Concrete Pads (300ft each x 10)	990	SF	$14.00	$13,860.00
	Miscellaneous				
2.0	Amphitheater	1	LS	$250,000.00	$250,000.00
2.1	Amphitheater Concrete Pad	13,200	SF	$12.00	$158,400.00
3.0	Engineering (5%)				$85,000.00
4.0	Contingency (20%)				$350,000.00
5.0	CEQA Review				$50,000.00
6.0	Site Preparation/Mobilization				$100,000.00
7.0	Project Management (5%)				$85,000.00
				Grand Total	**$2,294,937.28**

Jack Smith Park SPP Grant Application 2019

Operation & Maintence Impact

The proposed park improvements are; renovate existing bathroom, new playground equipment with compliant ground covering, additional shade structures with picnic benches around the parameter, rehab existing volleyball court, new irrigation system. New features include a splash pad, walking trail with 9-10 workout stations (balance beam, push up, hurdle, legs, ect..) and an ourdoor amphitheater on the W side of the park.

Expenses		
⬆	(1) MCW1 FT Parks Employee (80% Parks)	48,717.00
⬆	Chlorine & Chemicals (Splash Pad)	5,000.00
⬆	Water Utilities (Splash Pad)	5,000.00
⬆	Electric Utilities (Splash Pad & Amp.)	10,000.00
⬆	Property Insurance	TBA
⬆	Liability Insurance	TBA
	Annual Estimated Increase	**$ 68,717.00**

RESOLUTION NO. 2019-29

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CA
Approving the Application for
STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

APPROVES THE FILING OF AN APPLICATION FOR THE BUREAU BAY NATURE WALK; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to Rick Daniels, City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019.

I, the undersigned, hereby certify that the foregoing Resolution Number 2019-29 was duly adopted by the City Council following a roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

Option A

Bureau Bay SPP Grant Application 2019

Cost Estimate Breakdown

A creation of a new park/Nature Trail. The Trail is approximately a quarter mile long. The trail will provide a place for outdoor exercise. In addition, plaques will be placed along the path providing education of the species who live in the backwaters of the Bay (flannel mouth sucker, razorback sucker and bonytail) and surrounding native tree species. The trail is intended to allow the current species (animal and tree) to be uninterrupted in their current habitat. Additional plaques will be placed providing the history of the Bureau Bay, Colorado River and the Fort Mojave Indian Tribe.

Item	Description	Qty	Unit	Unit Price	Extensions
	*Long Path around Bureau Bay (*Contingent on Land Acquisition*)*				
1.0	Decomposed Granite (DG) Trail - trail head to bridge	18,880	SF	$3.50	$66,080.00
1.1	Decomposed Granite (DG) Trail - river look out area	6,756	SF	$3.50	$23,646.00
1.2	Decomposed Granite (DG) Trail - bridge to launch	7,002	SF	$3.50	$24,507.00
1.3	Bridge - Wood 193 - 200ft	1	LS	$800,000.00	$800,000.00
1.4	New Bathroom	1	LS	$45,000.00	$45,000.00
1.5	Sewer Line Extension from New Bathroom to Lift Station JSP - 433ft	1	LS	$30,000.00	$30,000.00
1.6	Trail head entrance arch/art feature & Message Center	1	LS	$15,000.00	$15,000.00
1.7	Trail head landscaping	1	LS	$5,000.00	$5,000.00
1.8	Square Post Shade Structures 12ft, Single Post	5	EA	$3,000.00	$15,000.00
1.9	Round Concrete Tables Polished 5ft	3	EA	$1,300.00	$3,900.00
1.10	Benches	4	EA	$500.00	$2,000.00
1.11	Drinking Fountain	2	EA	$3,000.00	$6,000.00
1.12	Trail Wildlife Plaques	10	EA	$1,000.00	$10,000.00
1.13	Look out area rope fense	283	SF	$24.00	$6,792.00
	Road/Parking Area				
2.0	Paving Park Access Road - river road to trail head	32,722	SF	$ 8.00	$261,776.00
2.1	Paving Park Access Road - entrance & parking area	12,248	SF	$ 8.00	$97,984.00
2.2	Striping Parking Lanes	2,280	SF	$1.50	$3,420.00
	Miscellaneous				
4.0	Engineering (5%)				$80,000.00
5.0	Contingency (20%)				$323,000.00
6.0	CEQA Review				$100,000.00
7.0	Site Preparation/Mobilization				$100,000.00
8.0	Project Management (5%)				$80,000.00
				Grand Total	**$2,099,105.00**

Option B

Bureau Bay SPP Grant Application 2019

Cost Estimate Breakdown

A creation of a new park/Nature Trail. The Trail is approximately .6 of a mile long. The trail will provide a place for outdoor exercise. In addition, plaques will be placed along the path providing education of the species who live in the backwaters of the Bay (flannel mouth sucker, razorback sucker and bonytail) and surrounding native tree species. The trail is intended to allow the current species (animal and tree) to be uninterrupted in their current habitat. Additional plaques will be placed providing the history of the Bureau Bay, Colorado River and the Fort Mojave Indian Tribe.

Item	Description	Qty	Unit	Unit Price	Extensions
	*Short Path around Bureau Bay (*NO Land Acquisition*)*				
1.0	Decomposed Granite (DG) Trail - trail head to bridge	8,544	SF	$3.50	$29,904.00
1.1	Decomposed Granite (DG) Trail - river look out area	6,756	SF	$3.50	$23,646.00
1.2	Decomposed Granite (DG) Trail - bridge to launch	7,002	SF	$3.50	$24,507.00
1.3	Bridge - Wood 193 - 200ft	1	LS	$800,000.00	$800,000.00
1.4	New Bathroom	1	LS	$45,000.00	$45,000.00
1.5	Sewer Line Extension from New Bathroom to Lift Station JSP - 433ft	1	LS	$30,000.00	$30,000.00
1.6	Trail head entrance arch/art feature & Message Center	1	LS	$15,000.00	$15,000.00
1.7	Trail head landscaping	1	LS	$5,000.00	$5,000.00
1.8	Square Post Shade Structures 12ft, Single Post	5	EA	$3,000.00	$15,000.00
1.9	Round Concrete Tables Polished 5ft	3	EA	$1,300.00	$3,900.00
1.10	Benches	4	EA	$500.00	$2,000.00
1.11	Drinking Fountain	2	EA	$3,000.00	$6,000.00
1.12	Trail Wildlife Plaques	10	EA	$1,000.00	$10,000.00
1.13	Look out area rope fense	283	SF	$24.00	$6,792.00
	Road/Parking Area				
2.0	Paving Park Access Road - river road to trail head	32,722	SF	$ 8.00	$261,776.00
2.1	Paving Park Access Road - entrance & parking area	12,248	SF	$ 8.00	$97,984.00
2.2	Striping Parking Lanes	2,280	SF	$1.50	$3,420.00
	Miscellaneous				
4.0	Engineering (5%)				$80,000.00
5.0	Contingency (20%)				$315,000.00
6.0	CEQA Review				$100,000.00
7.0	Site Preparation/Mobilization				$100,000.00
8.0	Project Management (5%)				$80,000.00
				Grand Total	**$2,054,929.00**

Bureau Bay Park SPP Grant Application 2019

Operation & Maintence Impact

A creation of a new park/Nature Trail. The trail will provide a place for outdoor exercise. In addition, plaques will be placed along the path providing education of the species who live in the backwaters of the Bay (flannel mouth sucker, razorback sucker and bonytail) and surrounding native tree species. The trail is intended to allow the current species (animal and tree) to be uninterupted in their current habitat. Additional plauqes will be placed providing the history of the Bureau Bay, Colorado River and the Fort Mojave Indian Tribe.

Expenses		
⬆	(1) MCW1 FT Parks Employee (80% Parks)	48,717.00
⬆	Water Utilities (Bathroom & Drinking Founatin)	2,500.00
⬆	Sewer Utilities (Bathroom)	5,000.00
⬆	Property Insurance	TBA
⬆	Liability Insurance	TBA
	Annual Estimated Increase	**$ 56,217.00**

Due to the size of the document additional photo attachments to this agenda item are on file with the City Clerk and available upon request ndlsclerk@citlink.net

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

Title: Resolution No. 2019-30 approving a Third Amendment to and Extension of Agreement to provide operations of a local route deviation transit service between the City of Needles and McDonald Transit Associates, Inc. providing for a three month extension through September 30, 2019

Background: This Third Amendment with McDonald Transit will allow the continued operation of the Needles Area Transit for an additional three months until a new contractor operator can be brought onboard.

Fiscal Impact: Funding comes from local and state transit funds and there will be no impact on the city's general fund.

Environmental Impact: N/A

Recommended Action: MOVE to waive the reading and adopt Resolution No. 2019-30 approving a Third Amendment to and Extension of Agreement to provide operations of a local route deviation transit service between the City of Needles and McDonald Transit Associates, Inc. providing for a three month extension through September 30, 2019

Submitted By: Cheryl Sallis, Transit Services Manager

City Management Review: Rick **Date:** 6/4/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
		Agenda Item: 13	

RESOLUTION NO. 2019-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING A THIRD AMENDMENT TO AND EXTENSION OF AGREEMENT TO PROVIDE OPERATIONS OF A LOCAL ROUTE DEVIATION TRANSIT SERVICE BETWEEN THE CITY OF NEEDLES AND McDONALD TRANSIT ASSOCIATES, INC. PROVIDING FOR A THREE MONTH EXTENSION THROUGH SEPTEMBER 30, 2019

WHEREAS, the City and McDonald Transit Associates, Inc. entered into an Agreement to provide operations of a local route deviation transit service dated July 1, 2014, hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the term of the Agreement was from July 1, 2014 to June 30, 2017, inclusive, with an option by the City to extend the term without holding new proposal procedures for two (2) additional two-year periods starting July 1, 2017 to June 30, 2019 and July 1, 2019 to June 30, 2021, if mutually agreed to by both parties; and

WHEREAS, the parties mutually agreed to extend the term of the Agreement for an additional two years through June 30, 2019; and

WHEREAS, by letter dated December 31, 2018, McDonald Transit provided notice of termination for convenience pursuant to Article VII Section A of the Agreement; and

WHEREAS, a Request for Proposals (RFP) was issued by the City with a bid opening date of April 25, 2019 at which time no bids had been received and a reissuance of the RFP was distributed with a new bid opening date of June 3, 2019; and

WHEREAS, McDonald Transit has agreed to extend the terms of the Agreement for an additional three months through September 30, 2019, to allow City time to complete the RFP process and procure a new contract operator.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a Third Amendment To And Extension Of Agreement To Provide Operations Of A Local Route Deviation Transit Service between the City of Needles and McDonald Transit Associates, Inc. providing for a three month extension through September 30, 2019 and authorizes and directs the Mayor to execute 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 11th day of June, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

THIRD AMENDMENT TO AND EXTENSION OF
AGREEMENT TO PROVIDE OPERATIONS OF A
LOCAL ROUTE DEVIATION TRANSIT SERVICE

This Third Amendment to and Extension of Agreement to Provide Operations of a Local Route Deviation Transit Service is made and entered into this _____ day of _____, 2019, by and between the City of Needles, hereinafter referred to as "CITY", and McDonald Transit Associates, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into an Agreement to provide operations of a local route deviation transit service dated July 1, 2014, hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the term of the Agreement was from July 1, 2014 to June 30, 2017, inclusive, with an option by the City to extend the term without holding new proposal procedures for two (2) additional two-year periods starting July 1, 2017 to June 30, 2019 and July 1, 2019 to June 30, 2021, if mutually agreed to by both parties; and

WHEREAS, the parties mutually agreed to extend the term of the Agreement for an additional two years through June 30, 2019; and

WHEREAS, by letter dated December 31, 2018, Contractor provided notice of termination for convenience pursuant to Article VII Section A of the Agreement; and

WHEREAS, a Request for Proposals (RFP) was issued by the City with a bid opening date of April 25, 2019 at which time no bids had been received and a reissuance of the RFP has been distributed with a new bid opening date of June 3, 2019; and

WHEREAS, the Contractor has agreed to extend the terms of the Agreement for an additional three months through September 30, 2019, to allow City time to complete the RFP process and procure a new contract operator.

NOW, THEREFORE, it is mutually agreed as follows:

1. <u>TERM OF AGREEMENT</u>

The term of the Agreement shall be extended for an additional three (3) months beginning July 1, 2019 through September 30, 2019.

2. <u>COMPENSATION</u>

The CITY shall pay CONTRACTOR in accordance with the rates set forth in the

Agreement. During the three (3) month extension, rates shall be calculated by increasing the rates payable during the preceding contract year by two point seven percent (2.7%) effective as of July 1, 2019. (See Exhibit 'A' attached).

3. ADDITIONAL EXTENSION IF NECESSARY

CITY agrees to diligently pursue procurement of a new contract operator, however should the RFP process and required approvals not be completed by September 30, 2019, the CITY and CONTRACTOR further agree that this Third Amendment shall continue month-to-month thereafter until transition to a new contractor is completed. CITY shall pay CONTRACTOR the rates set forth in Exhibit 'A' to date of termination.

4. AGREEMENT OF PARTIES

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to and Extension of Agreement to Provide Operations of a Local Route Deviation Transit Service as of the day and year first written above.

CITY:	CONTRACTOR:
City of Needles	McDonald Transit Associates, Inc.
By: _____	By: _____
Jeffrey H. Williams	Blaine Rigler
Its: Mayor	Its: President

Exhibit 'A'

City agrees to pay Contractor for performance of the services set forth in the Agreement during the term of this three month extension and any month-to-month extension thereafter as follows:

Current rates through June 30, 2019

Fixed cost per year of $140,803 (monthly of $11,733) plus a fixed hourly rate per Revenue Service Vehicle Hour (RSVH) of $46.40

Effective July 1, 2019

Fixed cost per year of $144,600 (monthly of $12,050) plus a fixed hourly rate per Revenue Service Vehicle Hour (RSVH) of $47.65

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

Title: Resolution No. 2019-31 approving a Second Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical Services between the City of Needles and McDonald Transit Associates, Inc. providing for a three month extension through September 30, 2019

Background: This Second Amendment with McDonald Transit will allow the continued operation of the Dial-a-Ride (DAR) and Dial-a-Ride Medical (DAR Medical) for an additional three months until a new contractor operator can be brought onboard.

Fiscal Impact: Funding for these programs comes from local and state transit funds and there will be no impact on the city's general fund.

Environmental Impact: N/A

Recommended Action: MOVE to waive the reading and adopt Resolution No. 2019-31 approving a Second Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical Services between the City of Needles and McDonald Transit Associates, Inc. providing for a three month extension through September 30, 2019

Submitted By: Cheryl Sallis, Transit Services Manager

City Management Review: Rick **Date:** 6/4/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 14

RESOLUTION NO. 2019-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING A SECOND AMENDMENT TO AND EXTENSION OF AGREEMENT FOR DIAL-A-RIDE AND DIAL-A-RIDE MEDICAL SERVICES BETWEEN THE CITY OF NEEDLES AND McDONALD TRANSIT ASSOCIATES, INC. PROVIDING FOR A THREE MONTH EXTENSION THROUGH SEPTEMBER 30, 2019

WHEREAS, the City and McDonald Transit Associates, Inc. entered into an Agreement to provide Dial-a-Ride and Dial-a-Ride Medical Services dated June 14, 2016, hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the term of the Agreement was from July 1, 2016 to June 30, 2017; and

WHEREAS, McDonald Transit also provides operation of the local route deviation transit service (Needles Area Transit) under separate agreement which was extended for an additional two (2) year period starting July 1, 2017 to June 30, 2019; and

WHEREAS, the City and McDonald Transit, desiring to maintain continuity in the contract periods for both the DAR/DAR medical services and the local route deviation transit service, extended the term of the Agreement for an additional two years through June 30, 2019; and

WHEREAS, by letter dated December 31, 2018, McDonald Transit provided notice of termination for convenience of the local route deviation transit service agreement; and

WHEREAS, a Request for Proposals (RFP) was issued by the City for the local route deviation transit service with a bid opening date of April 25, 2019 at which time no bids had been received and a reissuance of the RFP was distributed with a new bid opening date of June 3, 2019; and

WHEREAS, McDonald Transit has agreed to extend the terms of the Agreement for an additional three months through September 30, 2019, to allow City time to complete the RFP process and procure a new contract operator for the transit services, including Dial-a-Ride and Dial-a-Ride Medical Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a Second Amendment To And Extension Of Agreement For Dial-a-Ride and Dial-a-Ride Medical Services between the City of Needles and McDonald Transit Associates, Inc. providing for a three month extension through September 30, 2019 and authorizes and directs 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 11th day of June, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SECOND AMENDMENT TO AND EXTENSION OF
AGREEMENT FOR DIAL-A-RIDE AND
DIAL-A-RIDE MEDICAL SERVICES

This Second Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical Services is made and entered into this _____ day of _____, 2019, by and between the City of Needles, hereinafter referred to as "CITY", and McDonald Transit Associates, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into an Agreement to provide Dial-a-Ride and Dial-a-Ride Medical Services dated June 14, 2016, hereinafter collectively referred to as the "Agreement"; and

WHEREAS, the term of the Agreement was from July 1, 2016 to June 30, 2017; and

WHEREAS, Contractor also provides operation of the local route deviation transit service (Needles Area Transit) under separate agreement which was extended for an additional two (2) year period starting July 1, 2017 to June 30, 2019; and

WHEREAS, the parties, desiring to maintain continuity in the contract periods for both the DAR/DAR medical services and the local route deviation transit service, extended the term of the Agreement for an additional two years through June 30, 2019; and

WHEREAS, by letter dated December 31, 2018, Contractor provided notice of termination for convenience of the local route deviation transit service agreement; and

WHEREAS, a Request for Proposals (RFP) was issued by the City for the local route deviation transit service with a bid opening date of April 25, 2019 at which time no bids had been received and a reissuance of the RFP has been distributed with a new bid opening date of June 3, 2019; and

WHEREAS, the Contractor has agreed to extend the terms of the Agreement for an additional three months through September 30, 2019, to allow City time to complete the RFP process and procure a new contract operator for the transit services, including Dial-a-Ride and Dial-a-Ride Medical Services.

NOW, THEREFORE, it is mutually agreed as follows:

1. <u>TERM OF AGREEMENT</u>

The term of the Agreement shall be extended for an additional three (3) months beginning July 1, 2019 through September 30, 2019.

2. COMPENSATION

The CITY shall pay CONTRACTOR in accordance with the rates set forth in the Agreement. During the three (3) month extension, rates shall be calculated by increasing the rates payable during the preceding contract year by two point seven percent (2.7%) effective as of July 1, 2019. (See Exhibit 'A' attached).

3. ADDITIONAL EXTENSION IF NECESSARY

CITY agrees to diligently pursue procurement of a new contract operator for the local route deviation transit service, however should that RFP process and required approvals not be completed by September 30, 2019, the CITY and CONTRACTOR further agree that this Second Amendment shall continue month-to-month thereafter until transition to a new contractor is completed. CITY shall pay CONTRACTOR the rates set forth in Exhibit 'A' to date of termination.

4. AGREEMENT OF PARTIES

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

IN WITNESS WHEREOF, the parties have executed this Second Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical Services as of the day and year first written above.

CITY:

City of Needles

By: _____

Jeffrey H. Williams

Its: Mayor

CONTRACTOR:

McDonald Transit Associates, Inc.

By: _____

Blaine Rigler

Its: President

ACKNOWLEDGED AND AGREED TO:

Needles Senior Citizens Club, Inc.

By: _____

Huey O'Dell Jr.

Its: Vice President

Exhibit 'A'

City agrees to pay Contractor for performance of the services set forth in the Agreement during the term of this three month extension and any month-to-month extension thereafter as follows:

Current rate through June 30, 2019

A fixed hourly rate of $46.40 per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and

A fixed fee of $470 per month for insurance to insure the vehicles used in the DAR and DAR Medical services. Any cost of obtaining insurance beyond this fixed monthly fee shall be Contractor's responsibility.

Effective July 1, 2019

A fixed hourly rate of $47.65 per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and

A fixed fee of $483 per month for insurance to insure the vehicles used in the DAR and DAR Medical services. Any cost of obtaining insurance beyond this fixed monthly fee shall be Contractor's responsibility.

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

Title: Resolution No. 2019-32 approving a Third Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical Services between the City of Needles and McDonald Transit Associates, Inc. implementing a shopper shuttle pilot program effective July 10, 2019

Background: This Third Amendment with McDonald Transit is part of the process in implementing a shopper shuttle to grocery shopping in Fort Mohave, Arizona and will be effective as of July 10, 2019 (setting the fare requires a public hearing which will be held July 9) and continues until a new contractor operator is brought onboard for the DAR/DAR Medical services.

As proposed, the shopper shuttle pilot program will begin service one day per week, Wednesday, from Needles to Fort Mohave, Arizona including stops at Walmart Supercenter, Safeway, Smith's and CVS (Fort Mohave locations only). Service will depart the El Garces west parking lot at 8:15 a.m. with a return into Needles at approximately 12:30 p.m. Maximum ridership per trip will be eight seated (ambulatory) passengers and one wheelchair (which will require use of a NAT vehicle. DAR vehicles can accommodate up to four ambulatory and one wheelchair).

Fiscal Impact: An increase of $28,500 (contractor and fuel) has been included in the 2019-2020 DAR Medical Transport budget for the shopper shuttle pilot program and will be funded with transportation funding through SBCTA. No city general fund dollars.

Environmental Impact: N/A

Recommended Action: MOVE to waive the reading and adopt Resolution No. 2019-32 approving a Third Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical Services between the City of Needles and McDonald Transit Associates, Inc. implementing a shopper shuttle pilot program effective July 10, 2019

Submitted By: Cheryl Sallis, Transit Services Manager

City Management Review: Rick **Date:** 6/4/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
		Agenda Item: 15	

RESOLUTION NO. 2019-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING A THIRD AMENDMENT TO AND EXTENSION OF AGREEMENT FOR DIAL-A-RIDE AND DIAL-A-RIDE MEDICAL SERVICES BETWEEN THE CITY OF NEEDLES AND McDONALD TRANSIT ASSOCIATES, INC. IMPLEMENTING A SHOPPER SHUTTLE PILOT PROGRAM EFFECTIVE JULY 10, 2019

WHEREAS, the City and McDonald Transit Associates Inc. entered into an Agreement to provide Dial-a-Ride and Dial-a-Ride Medical Services dated June 14, 2016, as amended by a First Amendment dated as of June 14, 2017, and further amended by a Second Amendment dated as of June 11, 2019 hereinafter collectively referred to as the "Agreement"; and

WHEREAS, in April 2018, Needles' only grocery store closed leaving residents without transportation to shopping in Arizona without fresh meat, produce and other necessities; and

WHEREAS, in October 2018, as part of the Short Range Transit Plan (SRTP) process, an onboard passenger survey was conducted which found there is a need within the community to provide a shopper shuttle service into Arizona including stops at Walmart Supercenter, Safeway, Smith's and CVS (Fort Mohave, Arizona locations only); and

WHEREAS, beginning July 1, 2019, City and McDonald Transit agree to jointly cooperate to implement a Shopper Shuttle Pilot Program providing grocery shopping to Fort Mohave, Arizona one (1) day per week as outlined in said Third Amendment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a Third Amendment To And Extension Of Agreement For Dial-a-Ride and Dial-a-Ride Medical Services between the City of Needles and McDonald Transit Associates, Inc. implementing a shopper shuttle pilot program effective July 10, 2019 and authorizes and directs 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 11th day of June, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

F:\transit svcs-sen cit\DAR-DAR Medical - resolution re extend agree w McDonald Transit - shopper shuttle (July '19).doc/cks

THIRD AMENDMENT TO AND EXTENSION OF
AGREEMENT FOR DIAL-A-RIDE AND
DIAL-A-RIDE MEDICAL SERVICES

This Third Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical Services is made and entered into this _____ day of _____, 2019, by and between the City of Needles, hereinafter referred to as "CITY", and McDonald Transit Associates, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into an Agreement to provide Dial-a-Ride and Dial-a-Ride Medical Services dated June 14, 2016, as amended by a First Amendment dated as of June 14, 2017, and further amended by a Second Amendment dated as of June 11, 2019 hereinafter collectively referred to as the "Agreement"; and

WHEREAS, in April 2018, Needles' only grocery store closed leaving residents without transportation to shopping in Arizona without fresh meat, produce and other necessities; and

WHEREAS, in October 2018, as part of the Short Range Transit Plan (SRTP) process, an onboard passenger survey was conducted which found there is a need within the community to provide a shopper shuttle service into Arizona including stops at Walmart Supercenter, Safeway, Smith's and CVS (Fort Mohave, Arizona locations only); and

WHEREAS, Contractor and City acknowledge and agree that there will be additional hours to the Dial-a-Ride Medical Services upon implementation of a Shopper Shuttle Pilot Program for which Contractor shall be compensated.

NOW, THEREFORE, it is mutually agreed as follows:

1. IMPLEMENT A SHOPPER SHUTTLE PILOT PROGRAM

Beginning July 1, 2019, City and Contractor shall jointly cooperate to implement a Shopper Shuttle Pilot Program providing grocery shopping to Fort Mohave, Arizona one (1) day per week as outlined in Exhibit 'A' attached.

2. COMPENSATION

While there shall be no modification in the RSVH rate or fixed monthly fee for vehicle insurance, Contractor shall be compensated for the additional hours at the RSVH rate in effect at the time for all other service hours (see Exhibit 'B' attached).

3. AGREEMENT OF PARTIES

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to and Extension of Agreement for Dial-a-Ride and Dial-a-Ride Medical Services as of the day and year first written above.

CITY:

City of Needles

By: _____

Jeffrey H. Williams

Its: Mayor

CONTRACTOR:

McDonald Transit Associates, Inc.

By: _____

Blaine Rigler

Its: President

ACKNOWLEDGED AND AGREED TO:

Needles Senior Citizens Club, Inc.

By: _____

Huey O'Dell Jr.

Its: Vice President

EXHIBIT 'A'

SHOPPER SHUTTLE PILOT PROGRAM
Effective July 1, 2019

The Shopper Shuttle Pilot Program shall be a pre-registered pre-paid service 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.

Contractor Operator's Responsibilities

Contractor shall provide personnel sufficient to manage the operation of a pre-scheduled Shopper Shuttle service from the City of Needles, California, 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 and shall coordinate this service with available public (Needles Area Transit) and specialized (Demand Responsive) services.

City's Responsibilities

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. 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 form entitled Shopper Shuttle Reservation Log (see attached), 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, Contractor shall develop a Driver's Daily Log (see attached). 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.

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.

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.

Exhibit 'B'

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

Current rate through June 30, 2019

A fixed hourly rate of $46.40 per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and

A fixed fee of $470 per month for insurance to insure the vehicles used in the DAR and DAR Medical services. Any cost of obtaining insurance beyond this fixed monthly fee shall be Contractor's responsibility.

Effective July 1, 2019

A fixed hourly rate of $47.65 per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and

A fixed fee of $483 per month for insurance to insure the vehicles used in the DAR and DAR Medical services. Any cost of obtaining insurance beyond this fixed monthly fee shall be Contractor's responsibility.

SHOPPER SHUTTLE PILOT PROGRAM
RESERVATION LOG

Week of: _____

Small DAR Bus Capacity 4 ambulatory + 1 w/c
NAT Bus Capacity 8 ambulatory + 1 w/c

Day: WEDNESDAY **Date:** _____

	Last Name (complete for ea passenger)	First Name	Phone Number	Destination Address Grocery Store Name	Needles Return Address	Passenger Type(s) **	Wheelchair?	Round Trip/ One Way?	Fare amount	Pre-Paid Fare	
										Date	Amount
1											
2											
3											
4											
5											
6											
7											
8											
9											

Day: WEDNESDAY **Date:** _____

	Last Name (complete for ea passenger)	First Name	Phone Number	Destination Address Grocery Store Name	Needles Return Address	Passenger Type(s) **	Wheelchair?	Round Trip/ One Way?	Fare amount	Pre-Paid Fare	
										Date	Amount
1											
2											
3											
4											
5											
6											
7											
8											
9											

**
S - Senior
A - Adult
M - Minor
D - Disabled

SHOPPER SHUTTLE PILOT PROGRAM
CALL BACK LOG

WEEK OF _____

Day: WEDNESDAY **Date:** _____

	Last Name (complete for ea passenger)	First Name	Call Back Phone Number	Destination Address Grocery Store Name	Needles Return Address	Passenger Type(s) **	Wheelchair?	Round Trip/ One Way?		Incoming Call	
										Date	Time
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Day: WEDNESDAY **Date:** _____

	Last Name (complete for ea passenger)	First Name	Call Back Phone Number	Destination Address Doctor/Facility Name	Needles Return Address	Passenger Type(s) **	Wheelchair?	Round Trip/ One Way?		Incoming Call	
										Date	Time
1											
2											
3											
4											
5											
6											
7											
10											

S - Senior
A - Adult
M - Minor
D - Disabled

Shopper Shuttle Pilot Program
Driver's Daily Log

Date:	Vehicle #:	Driver:

	Leave Base	Leave El Garces Parking Lot	Last Drop-Off	Return to Base
Time (military):				
Miles:				

	Passenger Name	Drop Off Address/Store Name	Drop Off Time	Return P/U Time	Return Address	Passenger Type **	Wheelchair?	Round Trip/ One Way?	No-Show (yes or no)
1									
2									
3									
4									
5									
6									
7									
8									
9									

Total Number Passengers: _____

Driver's Signature: _____

**

S - Senior
A - Adult
M - Minor
D - Disabled

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution 2019-34
Request for a Six-Month Extension for a Conditional Use Permit scheduled to expire on June 11, 2019, for a Marijuana Cultivation Facility Located at 138 "D" Street, also known as APN 0186-106-28, 0186-106-29, and 0186-106-34, approved by City Council on December 19, 2019, via Resolution 2017-102.

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicants have submitted documentation outlining the actions taken since the City Council approval on December 19, 2019, attached as Exhibit "A".

In an effort to continue the progress the applicants are making in moving forward, the applicant is requesting that a six-month extension be attached to the Conditional Use Permit identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-34 approving a Six-Month Extension to the life of a Conditional Use Permit for a Marijuana Cultivation Facility located at 138 "D" Street, expiring on June 11, 2019, and extending to December 11, 2019.

Attachment: Exhibit "A" work completed

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

City Management Review: Rick **Date:** 6/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 16

CITY COUNCIL RESOLUTION 2019-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR A CONDITIONAL USE PERMIT (CUP) ISSUED FOR A MARIJUANA CULTIVATION FACILITY, AT 138 "D" STREET, ALSO KNOWN AS APN 0186-106-28, 0186-106-29, 0186-106-34, THAT EXPIRES ON JUNE 11, 2019

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permit identified above received approval by the City Council on December 27, 2017, via Resolution No. 2017-102, and granted a 6-month extension expiring on June 11, 2019; and

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

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

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permit identified above for a period of six months, expiring on December 11, 2019.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-34**, approving a six month extension period for the life of the Conditional Use Permit identified above, expiring on December 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit "A"

Cindy Semione

From: Derek DeAtley <derekdeatley@hotmail.com>
Sent: Thursday, May 23, 2019 2:51 PM
To: Cindy Semione
Subject: 138 D st CUP EXTENSION

Governors Cut Cultivation requests an extension on the CUP at 138 D st.

We completed the purchase of the Girl Scout building at 111 C st in May 2019 as part of our resolution and started repaving the ally behind the property at 138 D st by replacing a 15 ft section of asphalt connected to D st that was completely disintegrated. We plan on continuing further construction on 138 D st after the 111 D st project is completed by replacing more alley asphalt, replacing the broken sidewalk on D st and resurfacing the block wall on D st.

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution 2019-35
Request for a Six-Month Extension for Three (3) Conditional Use Permits for Marijuana Cultivation facilities approved by City Council on December 12, 2019, as follows:

3259 Needles Highway	APN 0660-091-11	2017-87
3265 Needles Highway	APN 0660-091-12	2017-88
3271 Needles Highway	APN 0660-091-14	2017-89

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicants have submitted documentation outlining the actions taken since the City Council approval on December 12, 2017, attached as Exhibit "A".

In an effort to continue the progress the applicants are making in moving forward, the applicant is requesting that a six-month extension be attached to the eight (8) Conditional Use Permits identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-35 approving a Six-Month Extension to the life of three (3) Conditional Use Permits identified above, expiring on June 11, 2019, and extending to December 11, 2019.

Attachment: Exhibit "A" work completed

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

City Management Review: Rick **Date:** 6/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 17

CITY COUNCIL RESOLUTION 2019-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR THREE (3) CONDITIONAL USE PERMITS (CUP) ISSUED FOR MARIJUANA CULTIVATION FACILITIES AT 3259, 3265, AND 3271 NEEDLES HIGHWAY

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permits for marijuana facilities identified below received approval by the City Council on December 12, 2017 and are scheduled to expire on June 11, 2019:

3259 Needles Highway	APN 0660-091-11	2017-87
3265 Needles Highway	APN 0660-091-12	2017-88
3271 Needles Highway	APN 0660-091-14	2017-89

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

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

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permits identified above for a period of six months, expiring on December 11, 2019.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-35**, approving a six month extension period for the life of the Conditional Use Permits identified above, expiring on December 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Cindy Semione

Subject: CUP Extension Request

Exhibit A

From: Elyse Kaplan <ekaplan@vertcos.com>
Sent: Monday, June 03, 2019 1:31 PM
To: Cindy Semione <csemione@cityofneedles.com>
Cc: Robert Lyons <rlyons@mih1.com>; Robert Scott <rs@mih1.com>; Drew Milburn <dmilburn@mih1.com>; Patrick Martinez <pmartinez@cityofneedles.com>
Subject: Re: Need documentation today - cindy CUP Extension Request

Hi Cindy,

Currently we are working with engineers and architects to put together our plans and drawings for buildings 4, 5, and 6. We believe we will have final grading completed by mid-October. We will be pulling building permits by December 9th.

Thank you,
Elyse

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: "Route 66 Train Park"

Background: The "Roadside Rest" on Front Street was used as such for many years and in 1981 the City purchased the property.
In 1989 the City relocated two railroad refrigerator cars, purchased a caboose and placed them at the "Roadside Rest" for public display. The Needles Rotary volunteered to maintain the refrigerator cars and caboose and the city by minute action, named the park "Rotary Park". The Rotary has since dissolved, and the city took over the maintenance. While performing recent improvements, this location was referred to as "Train Park". The proposed resolution formally renames this location as "Route 66 Train Park."

Critical Timeline:

Fiscal Impact: N/A

Recommendation: I MOVE to waive the reding and adopt Resolution No. 2019-36 changing the name of the park located at the corner of "K" Street and Front Street to "Route 66 Train Park"

Submitted By:

City Management Review: Rick **Date:** 6/4/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 18

RESOLUTION NO. 2019-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES CHANGING THE NAME OF THE PARK LOCATED AT THE CORNER OF "K" STREET AND FRONT STREET TO "ROUTE 66 TRAIN PARK"

WHEREAS, the "Roadside Rest" on Front Street was used as such for many years and in 1981 the City purchased the property; and

WHEREAS, in 1989 the City relocated two railroad refrigerator cars, purchased a caboose and placed them at the "Roadside Rest" for public display; and

WHEREAS, the Needles Rotary volunteered to maintain the refrigerator cars and caboose and the city, by minute action, renamed the park "Rotary Park" however since that time the Needles Rotary has dissolved.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Needles that Roadside Rest aka Rotary Park located at the corner of "K" Street and Front Street is hereby renamed "Route 66 Train Park".

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June 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: June 11, 2019

Title: Extend the Agreement with MSB Facilities, INC. of a Temporary Certificate of Occupancy for an additional six (6) months for the building located at 1105 Lillyhill Drive, Also known as APN# 0186-191-50 and 0186-191-53.

Background: On January 8, 2019 the City entered into an Agreement with MSB Facilities, INC. for a Temporary Certificate of Occupancy (due to expire 07/8/19) for the building located at 1105 Lillyhill Drive, also known as APN# 0186-191-50 and 0186-191-53. Resolution 2017-12 also known as Conditional Use Permit No. 01-18-2017-2 PC, approves a cultivation facility at the Property and is subject to seventy (70) Conditions of Approval. The property as of June 4, 2019 has two (2) Conditions of Approval which are not life or safety conditions that still need to be completed. Attached is Exhibit "A" which identifies the remaining conditions of approval for CUP No. 2017-12.

In a subsequent agenda item, the applicant has requested council to consider removing the two remaining (2) Conditions of Approval:

1. Condition No. 55: Prior to Certificate of Occupancy, the applicant shall have landscaping installed around all side of the building facility, the access driveway and along the project parcel abutting sides of the building facility, the access driveway and along the project parcel abutting Lillyhill Drive. Plan species of Palo Verde and Mesquite Trees shall be planted, irrigated and shall maintain the vigor and life of planted species during the life of the project. Any additional plant species proposed shall be of low water demand and drought tolerant.
2. Condition No. 70: Prior to approval of COO the applicant shall install six (6) street lights along Lillyhill in the vicinity of the facility's driveway

Fiscal Impact: Full cost recovery of remaining two (2) Conditions if work is not completed by MSB Facilities, Inc. within a six (6) month period.

Recommended Action: Approve the Extension of the Agreement with MSB Facilities, Inc. of a Temporary Certificate of Occupancy for an additional six (6) months for the building located at 1105 Lillyhill Drive, Also known as APN# 0186-191-50 and 0186-191-53.

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: _____ **Date:** 6/5/19

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

Agenda Item: 19

	(EXHIBIT A) REMAINING CONDITIONS for CUP No. 2017-12		
	CUP Item #	Conditions of CUP	Costs
1	55	Prior to Cetricate of Occupancy, the applicant shall have landscaping installed around all side of the building facility, the access driveway and along the project parcel abutting sides of the building facility, the access driveway and along the project parcel abutting Lillyhill Drive. Plan species of Palo Verde and Mesquite Trees shall be planted, irrigated and shall maintain the vigor and life of planted species during the life of the project. Any aditional plant species proposed shall be of low water demand and drought tolerant.	$ 105,344
2	70	Prior to approval of COO the aplciant shall install six (6) street lights along Lillyhill in the vicinity of the facility's driveway	
		Total Financial Assurance	**$ 105,344**

AMENDMENT NO. 1
TO CITY OF NEEDLES
AGREEMENT
(MSB Facilities, Inc.)

This AMENDMENT NO. 1 TO CITY OF NEEDLES AGREEMENT ("Amendment") is entered into this 11 day of June, 2019, by and between the City of Needles, California, a charter city (hereinafter "City"), and MSB Facilities, Inc., a California corporation, (hereinafter referred to as "Owner").

RECITALS

On January 8, 2019 the parties entered into that certain City of Needles Agreement ("Agreement") concerning certain Property, as defined therein, whereby City granted a six (6) month temporary Certificate of Occupancy, to assure that certain Work, as defined in the Agreement, was timely completed.

The Work has not been completed and the Owner has requested an extension of six months within which to complete the Work under and subject to all of the provisions of the Agreement.

AMENDMENT

The deadline for the Owner to complete the Work under the Agreement is hereby extended from June 11, 2019 to no later than December 11, 2019.

All other terms and provisions of the Agreement shall remain in full force and effect except as specifically provided herein to the contrary. All Capitalized terms in this Amendment shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the undersigned hereby warrant that they are legally authorized and entitled to settle and to release every claim herein released and to agree to the above.

CITY

DATED:_____

CITY OF NEEDLES

By: _____
Jeff Williams, Mayor

ATTEST:

_____
Dale Jones, City Clerk

[signatures continue on the following page]

APPROVED AS TO FORM:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

_____
John O. Pinkney, City Attorney

DATED:_____

OWNER

MSB FACILITIES, INC.

By:_____

Title: _____

DATED:_____

AMENDMENT NO. 1
TO CITY OF NEEDLES
AGREEMENT
(MSB Facilities, Inc.)

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The Work has not been completed and the Owner has requested an extension of six months within which to complete the Work under and subject to all of the provisions of the Agreement.

AMENDMENT

The deadline for the Owner to complete the Work under the Agreement is hereby extended from June 11, 2019 to no later than December 11, 2019.

All other terms and provisions of the Agreement shall remain in full force and effect except as specifically provided herein to the contrary. All Capitalized terms in this Amendment shall have the meanings ascribed to them in the Agreement.

IN WITNESS WHEREOF, the undersigned hereby warrant that they are legally authorized and entitled to settle and to release every claim herein released and to agree to the above.

CITY

DATED:_____

CITY OF NEEDLES

By: _____
Jeff Williams, Mayor

ATTEST:

_____
Dale Jones, City Clerk

[signatures continue on the following page]

APPROVED AS TO FORM:

SLOVAK BARON EMPEY MURPHY & PINKNEY LLP

_____
John O. Pinkney, City Attorney

DATED:_____

OWNER

MSB FACILITIES, INC.

By:_____

Title: _____

DATED:_____

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

Title: Proposal for Needles Marina Resort Dredge Material to Create a New Parking Area on 1st Beach North of the Golf Course Concession Stand

Background: On October 23, 2018 the City Council approved the use of the Needles Marina Resort dredge material to create a new parking area on 1st beach. The project commenced on February 7, 2019 to use the dredge material to create a new parking area on the City-owned Parcel, a copy of the staff report and conceptual drawing is attached hereto as **Exhibit "A".**

At the City Council meeting in April the Council requested City Staff to find an alternative that would address the publics concerns. The City notified Needles Marina Resort to halt construction of the proposed parking lot. On May 1, 2019 the City Engineer and the Director of Development Services visited the construction site and spoke with 19th Hole Staff and their major concern was not the existing visual of the river but what would happen if cars were to park on the proposed parking lot blocking off the view of the river from the 19th Hole.

The Needles Marina Resort Grading Plan has a retention pond located on the east end of the Project Site, a copy of the Grading Plan is attached hereto as **Exhibit "B".** The City Engineer proposed to relocate the retention pond to the west end of the Project Site which would prohibit vehicles from parking in front of the 19th Hole's view of the Colorado River. With the retention pond being located to the west end of the Project Site it would also lower the current level of the dredge material to provide a view that is comparable to preconstruction of the proposed parking lot.

Fiscal Impact: Cost to construct parking lot. Increase in taxable income from the additional customers visiting the 19th Hole.

Environmental Impact: N/A

Recommended Action: Provide direction to staff to relocate the retention pond to the west end of the Project Site, or leave as is

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: Rick **Date:** 6/5/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 20

Exhibit "A"

City of Needles, California
Request for City Council Action

☐ ☒ CITY COUN☐ ☐ NPUA ☐ RDA ☐ ☒ Regular ☐ Special

Meeting Date: October 23, 2018

Subject: Proposal to Dredge Needles Marina Park and Use the Materials to Create A New Parking Area on the existing beach north of the golf course concession stand

Background: Needles Marina is experiencing problems with silt growth that prevents boat launching and landing at the Park. The owner is pursuing dredging the area to remove the silt and open the area up for better access, providing much-needed revenue through boat launches and use of the Park.

The project proposes to remove approximately 15,000 cubic yards of dredge material that would be produced from a 3' deep dredge area, with the dredge material proposed to be placed on the existing beach north of the golf concession stand for a new parking lot, with approximately 70 parking spaces, as seen on Exhibit "A" attached.

The dredging will be done by an extended-reach excavator on a barge, which will be trucked to the beach area. The dredge material would alternate between two primary settling ponds, enclosed with berms, with approximately 30 degree incline, and then overflow to the secondary settling pond, with the clarified water being pumped through filters and returned to the river. The dredge activity is expected to take 30-60 days to complete. Soil tests will also be part of the project to ensure no pathogens are found in the dredge materials.

The dimensions of the proposed parking area are 350' wide and 149' deep on the west side and 111 ft. deep on the east side, which utilizes about 50% of the existing beach area for the parking lot, leaving a beach area with dimensions of approximately 100'x350' between the water's edge and the new parking area. The parking area will be created with the use of a non-retaining, sloped embankment rising 10 ft. to meet the existing roadway.

The applicant is working with the various agencies that have oversight of the river and river's edge, including U.S. Army Corp. of Engineer (USACE), Fish and Wildlife agency, and Bureau of Reclamation (BOR) to ensure proper permitting is in place.

Public Notification: N/A

Critical Timeline: Applicant is anxious to have clearance to dredge for boat launching, etc. prior to the next warm-weather season

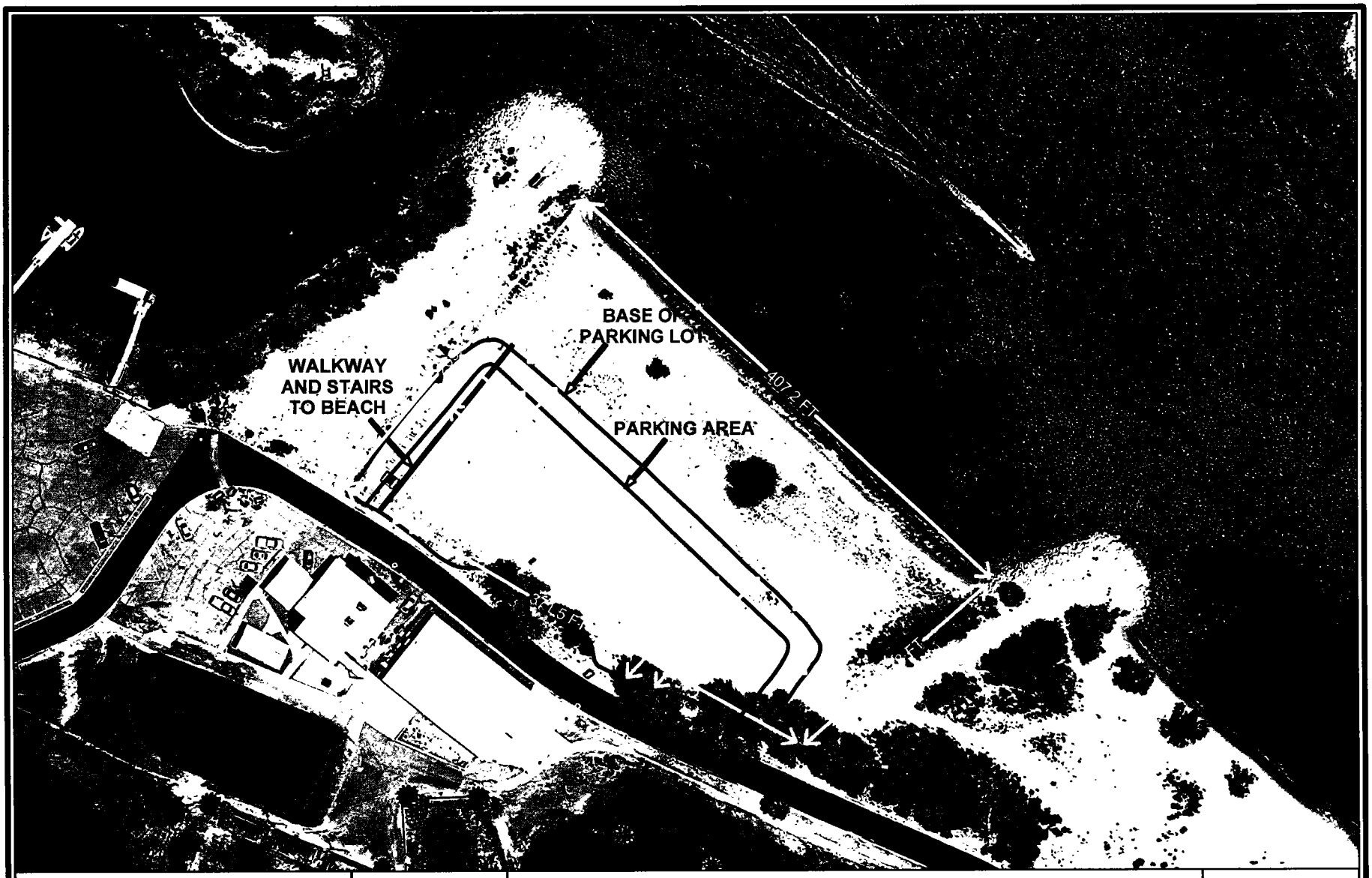
Fiscal Impact: $1 per cubic yard disposal fee

Recommendation: Determine if a portion of "first beach" area is the appropriate location for the dredge material, and if a parking lot should be constructed utilizing the dredge material, and determine if a disposal fee is warranted.

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

City Management Review: Rick **Date:** 10/15/18

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



CLIENT:
NMI

DRAWING CREATED:
9/28/18

REVISED

Tailings disposal area for the Needles Marina dredging project

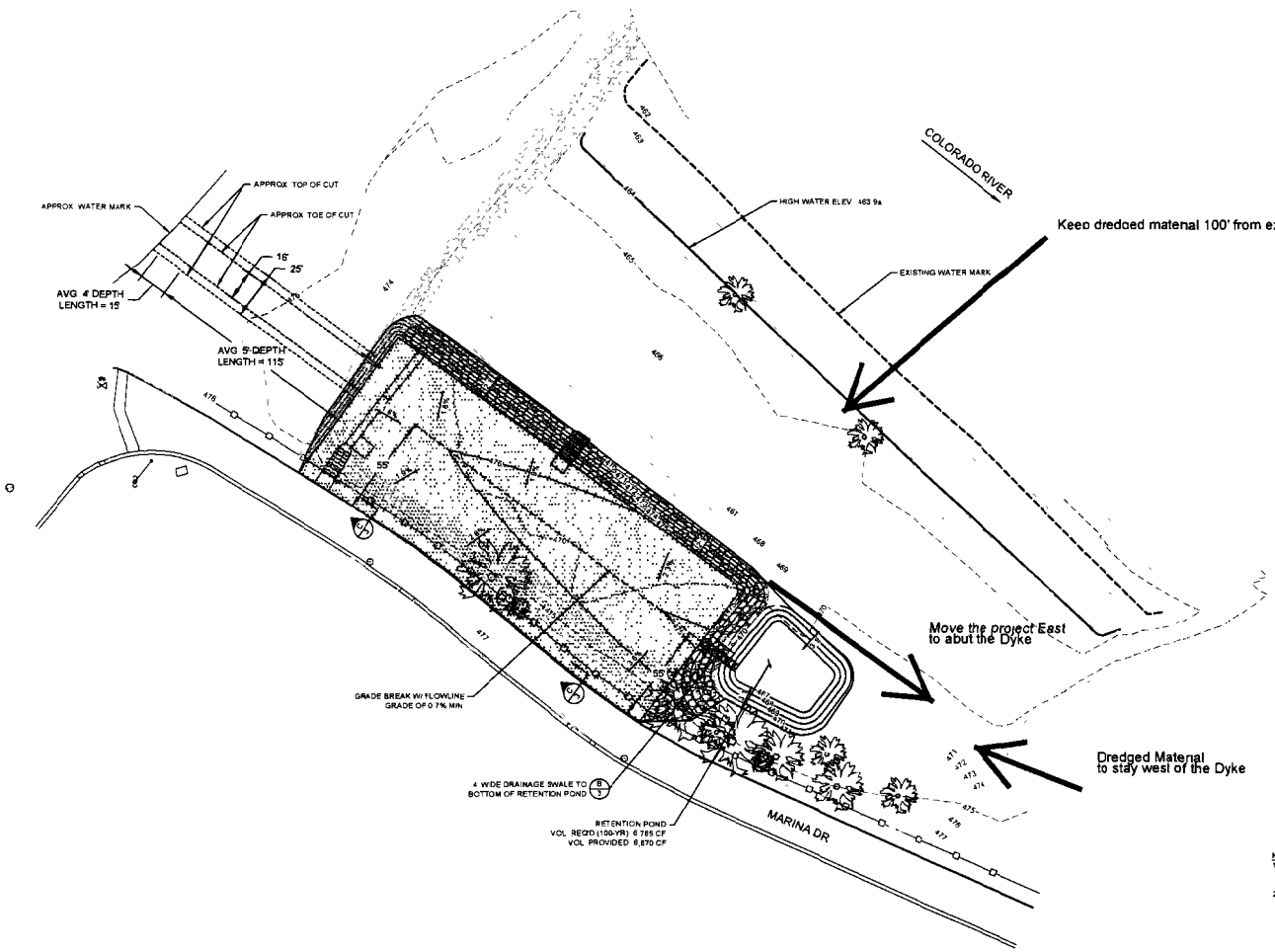
SCALE: 1 IN. = 100 FT

0 50 100 200 300 400

FEET

CJE

Exhibit "B"



LEGEND

- FILL (DREDGE MATERIAL - SEE NOTE 6)
- CUT
- RIP RAP
- 6" LAYER OF MILLINGS ON DREDGE FILL

APPROX EARTHWORK VOLUMES

PARKING LOT CUT	335 CY
CONST. ACCESS CUT	460 CY
CONST. ACCESS FILL	460 CY
PARKING LOT FILL	3,960 CY
NET	3,625 CY (FILL)

NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF NEEDLES AND BOR REQUIREMENTS AND THE STANDARD SPECIFICATIONS FOR SBC PUBLIC WORKS CONSTRUCTION AND ALL SUPPLEMENTS
2. APPROVAL OF THIS PLAN BY THE CITY OF NEEDLES DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OF THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES WITHIN THE LIMITS OF THIS PROJECT
3. DUST SHALL BE CONTROLLED BY WATERING
4. PUBLIC STREETS SHALL BE KEPT CLEAN AND FREE FROM DIRT AND/OR DEBRIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED IN STREET CLEANING NECESSITATED BY HIS OPERATION
5. EXISTING SURVEY & TOPOGRAPHY WAS PROVIDED BY OTHERS. CONTRACTOR SHALL FIELD VERIFY CONDITIONS AND SHALL NOT EXCEED PROVIDED SLOPE LIMITATIONS
6. CONTRACTOR SHALL ALLOW DREDGED MATERIAL TO DRY SUFFICIENTLY TO ACHIEVE 95% COMPACTION. MATERIAL TO BE SPREAD IN A SPIRAL PATTERN AROUND THE FILL AREA IN 6 INCH MAXIMUM LIFTS. DREDGED MATERIAL SHALL NOT BE SPREAD CLOSER THAN 100 FEET TO THE HIGH WATER ELEVATION
7. CONTRACTOR TO RESTORE TEMPORARY ACCESS ROUTE AREA TO OWNER'S SATISFACTION UPON COMPLETION OF MARINA DREDGING

CONSTRUCTION NOTES

WARNING
CALL BLUE STAKES

epic ENGINEERING

REVISIONS

DRAWN	EPIC
DESIGNER	DIO
REVIEWED	DIO
PROJECT #	18CN003

SCALES
HORIZ 1" = 30'
VERT N/A
(24" x 36" SHEET)

PROJECT NAME
NEEDLES MARINA PARKING LOT

SHEET TITLE
GRADING PLAN

PLAN SET: DRAFT

SHEET: 2 OF 3

To: Ranie Torrance, Rick Daniels
Re: Solar Summit 2019
From: Phil Lejeune
c/c: Utility Board commission, City Council

2019 Solar Summit synopsis (not in order of presentation)

The step down of Investment Tax Credit (ITC) was a big issue. They (solar investors) are eluding to the fact that it would either extended or reduced by there is no solid directions from the government. Policy making has been slow to warm up to investors and banks alike. There was a discussion regarding 'safe harboring' (a new spin word for stock piling...sigh) PV modules before the end of ITC this year. The concern is that with technology evolving as quickly as it is, those panels may become obsolete or have interface problems with newer power inverters and/or panels.

There is a slow but steady mindset that will change government and financial institutions to support solar energy and its growth. Statistic are showing that be 2023, solar power plants will have lower levelized cost of energy (LCOE) of gas or coal planet. This in turn reduces both time and amount of green house gases of peaker plants going online to cover large peaks demands.

Must 'incentify' future solar projects in order to deal with ITC step down. This will take a lot of government lobbying to write better policies and PPAs. Instead of using the scale of solar power plants, it will be performance based.

There has been significant improvements in solar cell technology that has made them much more attractive investments with higher efficiencies and up to 30 year guarantee operation life cycles. Without going into detail, they are designed to increase the bandwidth of light as well as increasing the amount of electrons absorption (bifacial and PERC cells) thus increasing power densities of the panel. This translates to smaller panels, more energy and lighter weight making them easier to install.

There is still a push back from the electric utilities against solar (big surprise). One method to discourage solar is Time of Use (TOU) rates that under cut rates during peak solar production. There is concern regarding grid stability because of harmonic distortion from a non-linear load such as PV inverters. Point is that the grid will fundamentally change and the utilities must embrace it and promote overall distribution to include customer battery storage (which can be tapped when needed).

Another issue is there is insufficient planning on dealing with 'end of life' panels recycling. Since China is refusing waste, there is going to be a large demand on proper disposal/recycling. I didn't hear any concrete planning so I will research more on this.

The 'community solar' projects are becoming more popular. A community solar project—sometimes referred to as a solar garden or shared renewable energy plant—is a solar power plant whose electricity is shared by more than one household.'Community solar' can refer to both 'community-owned' projects as well as third party-owned plants whose electricity is shared by a community (we already have one on the apartments at Coronado and J street).

6-11-19 #1

On the last day, I was extremely impressed with new kinds of financing available for visually everybody despite of economics level. Hayes Bernard founder of 'LoanPal' that started out as a refinance company but expanded in providing financing to include solar rolled in the house payment. Please check him out to get a better idea that might benefit Needles customers at https://www.loanpal.com.

The bottom line is solar is here to stay. I've only glazed over what was given to me and still decompressing information learned. It has opened my eyes and made me dust off my electronics knowledge and my passion of renewable energy and look forward to help the City of Needles be at the fore front of this technology.

There is simply too much to cover and will look forward to hear any questions or comments.

Thank you for giving me this opportunity!

Phillip J. Lejeune
Utility Board commisioner

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution No. 2019-38
A Resolution of the City Council of the City of Needles, California Amending the City of Needles-Needles Marina Park Sublease Agreement to Accurately Identify the New Owners as Needles Marina Resort Inc., the Real Property as T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7, and Assign in Whole the leasehold Interest of the Needles Marina Resort to Horizon Community Bank.

Background: On February 13, 2018 the City Council executed the Needles Marina Park Sublease Agreement for the land owned by BLM. This action cancelled the BLM-Needles Marina Park lease and incorporated the area into the City of Needles-BLM lease, a copy of which is attached hereto as **Exhibit "A"**.

On May 15, 2018 Needles Marina Park sold their interest in the Needles-BLM Sublease to Needles Marina Resort Inc. (Alan Reich). Currently the Sublease inaccurately identifies the "Needles Marina Park, a sole proprietorship by Alan Reich" as the Sublessee and identifies the real property as "T.9N. R. 23 E. Sec. 30, Lots 5, 6 and 7". On May 16, 2019 the new owners of Needles Marina Resort requested to amend, restate, and correct the Sublease to show the correct the Original Lease to show the correct name of the Sublessee as "Needles Marina Resort, Inc." and to identify the real property as "T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7". The amended lease is attached hereto as **Exhibit "B"**.

The Original Sublease was based on the Reclamation Lease issued by the Bureau of Land Management which inaccurately identified the real property subject to the Reclamation Lease and the Sublease as "T.9N., R. 23 E. Sec. 30, Lots 5, 6 and 7" and which has been corrected by that certain letter ("Correction Letter") dated April 22, 2019, a copy of which is attached hereto as **Exhibit "C"**. The 7 Acres that are Sublet from the City of Needles by Needles Marina Resort Inc. generates $14,000 per year from 2019 thru 2038 and then $15,000 per year until 2048 when the lease expires. These lease payments are paid directly to the City. The

The new owners of the Needles Marina Resort Inc. have also requested written consent from the City of Needles (Sublessor) to assign the Sublease in whole to Horizon Community Bank. Horizon Community Bank in a letter dated June 3, 2019 indicated for the approval of a "loan that

#21

involves leasehold property as collateral, the bank will require that the underlying lease agreements be assignable to the bank, as a creditor," a copy of which is attached hereto as **Exhibit "D".** The owners will use the loan monies to remodel Needles Marina Resort.

Fiscal Impact: $14,000 per year from 2019 thru 2038 and then $15,000 per year until 2048 when the lease expires. Increase in taxable income from the expansion of Needles Marina Park.

Environmental Impact: N/A

Recommended Action: Approve City Council Resolution 2019-38, Amending the City of Needles-Needles Marina Park Sublease Agreement to Accurately Identify the New Owners as Needles Marina Resort Inc., the Real Property as T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7, and Assign in Whole the leasehold Interest of the Needles Marina Resort to Horizon Community Bank.

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: Patrick Martinez for Rick Daniels **Date:** 6/7/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
		Agenda Item: 21	

RESOLUTION 2019-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES CALIFORNIA, APPROVING AN AMENDMENT TO THE SUBLEASE AGREEMENT WITH RICHARD E. DIRK AND LORETTA M. DIRK, INDIVUDALS, AND NEEDLES MARINA PARK, SOLE PROPRIETORSHIP TO ACCURATLEY IDENTIFY THE NEW OWNERS AS NEEDLES MARINA RESORT INC., SOLE PROPRIETORSHIP, THE REAL PROPERTY AS T.9N. R. 23 E. SEC. 29, LOTS 5, 6 AND 7, AND ASSIGN IN WHOLE THE LEASEHOLD INTEREST OF THE NEEDLES MARINA RESORT TO HORIZON COMMUNITY BANK.

WHEREAS, On February 13, 2018 the City of Needles entered into a Sublease Agreement with Richard E. and Loretta M. Dirk for the certain real property described as San Bernardino Meridian San Bernardino County, California T.9N. R. 23 E. Sec. 30, Lots 5, 6 and 7 attached hereto as Exhibit "A"; and

WHEREAS, On May 15, 2018 Richard E. and Loretta M. Dirk sold their interest in the Needles Marina Park to the Needles Marina Resort a sole proprietorship by Alan Reich; and

WHEREAS, A Restated and Amended Sublease Agreement needs to be executed and is attached hereto as Exhibit "B"; and

WHEREAS, The Original Sublease that the City entered into on February 13, 2018 was based on the Reclamation Lease issued by the Bureau of Land Management, as defined below, which erroneously identified the real property subject to the Reclamation Lease and the Sublease as "T.9N., R. 23 E. Sec. 30, Lots 5, 6 and 7" and which has been corrected to "T.9N., R. 23 E. Sec. 29, Lots 5, 6 and 7" by that certain letter ("Correction Letter") dated April 22, 2019, a copy of which is attached hereto as Exhibit "C"; and

WHEREAS, On June 3, 2019 Horizon Community Bank requested the Leasehold interest for Needles Marina Resort be assignable in whole to Horizon Community Bank by certain letter attached hereto as exhibit "D".

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Needles, California approve the Restated and Amended Sublease Agreement of the certain real property described as San Bernardino Meridian San Bernardino County, California T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7 to accurately identify the new owners as the Needles Marina Resort a sole proprietorship by Alan Reich and assign in whole the lease hold interest to the Needles Marina Resort.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June 2019, by the following roll call vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit "A"

SUBLEASE AGREEMENT

February 13, 2018 DL

1. **Parties**. This Sublease, dated, ~~December 2017~~ ("Effective Date") is made by and between The City of Needles, a charter city (herein called "City" or "Sublessor") and Needles Marina Park, a Sole proprietorship.

2. **Property**. City leases land from the United States Department of the Interior, Bureau of Land Management under a Reclamation Lease for Park and Recreational Purposes CAAZRI03226 (BOR #14-06-300-1025 issued June 7, 1960 as amended September 17, 1987 to exclude lands occupied by the Needles Marina Park, as extended to expire June 6, 2030, and as amended a Decision of the United States Department of the Interior dated October 25, 2017 to, among other things extend the term until June 6, 2048 and to re-include certain land occupied by the Needles Marina Park (collectively "Reclamation Lease").

3. **Sublease**. Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property described as follows:

San Bernardino Meridian, San Bernardino County, California
T.9N., R. 23 E.
Sec. 30, Lots 5,6 and 7

3. **Term**. The term of this Sublease shall commence on the Effective Date and expire June 6, 2048.

4. **Rent**. Sublessee shall pay to Sublessor as rent the following amounts: $12,000 per year from the Effective Date through 2028; $14,000 per year from 2029 through 2038 and $15,000.00 per year from 2039 through 2048 in equal quarterly installment payment in advance on the first day of such quarter, pro-rated for partial quarters. Late payments of rent or any amount due under this Sublease shall be subject to a six percent (6%) late fee as liquidated damages to compensate Sublessor from the administrative and other expenses anticipated as a result of such default. In addition such amounts shall be subject to interest accrual at the rate of 10% per annum form the date due.

6. **Use**.

6.1 **Use**. The Property shall be used for a RV park and resort and related purposes only subject to the terms of the Reclamation Lease.

6.2 **Compliance with Law**. Sublessee shall, at Sublessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Sublessee of the Property and its conduct on the Property. Sublessee shall not use or permit the use of the Property in any manner that will tend to create waste or a nuisance. Sublesse shall comply with

any and all rules and regulations regarding the use of the Property which may be adopted by Sublessor, as amended from time to time. Sublessee shall not incorporate into, use, release, or otherwise place or dispose of at, in, on, under or near the Property any hazardous or toxic materials except that Sublessee may use and store cleaning supplies used in the ordinary course of Sublessee's business and then only if in accordance with all applicable governmental laws, rules and regulations, including without limitation applicable environmental laws.

6.3 **Condition of Property**. Sublessee hereby accepts the Property in it condition existing as of the date of the execution hereof in its "AS IS" "WHERE IS" condition, subject to all applicable zoning, municipal, county, state and federal laws, ordinances, and regulations governing and regulating the use of the Property, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Sublessee acknowledges that neither Sublessor nor Sublessor's agents have made any representation or warranty as to the suitability of the Property for the conduct of Sublessee's business.

7. **Sublessor's Remedies**. Sublessor shall have the following remedies if Sublessee commits a default of any of the terms or provisions of this Sublease. These remedies are not exclusive, they are cumulative in addition to any other remedies now or later allowed by law:

7.1. Sublessor can continue this Sublease in full force and effect and the Sublease will continue in effect so long as Sublessor does not terminate Sublessee's rights to possession, and Sublessor shall have the right to collect all rent under this Sublease when due, together with interest on any unpaid amounts at the maximum rate permitted by law. During the period Sublessee is in default, Sublessor can enter the Property and relet it, or any part of it, to third parties for Sublessee's account.

7.2 In the event of a default by Sublessee, Sublessor can terminate Sublessee's right to possession of the Property at any time. No act by Sublessor other than giving notice to Sublessee shall terminate this Lease. On termination, Sublessor has the right to recover from Sublessee:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent loss that Sublessee proves could have been reasonably avoided; plus

(c) 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 such rent loss that Sublessee proves could be reasonably avoided; plus

(d) Any other amount actually and reasonably necessary to compensate Sublessor for all the detriment proximately caused by Sublessee's failure to perform its obligations under this Lease.

8. **Attorney's fees**. If any party brings an action or arbitration to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such arbitration, action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

9. **Venue and Applicable Law**. This Sublease shall be construed and interpreted under the laws of the State of California exclusive of its choice of law rules.

10. **Utilities**. All utilities shall be at the sole cost and responsibility of the Sublessee.

12. **Insurance**. Sublessee agrees to secure and provide proof of coverage for Commercial General Liability Insurance with coverage in the aggregate amount of $1,000,000.00 and Workman's Compensation insurance as required by statute. Sublessee shall provide Sublessor with current certificates of insurance for liability and workers compensation insurance. The Certificate of Insurance for Sublessee's liability insurance shall show Sublessor as an additional insured and provide for at least 30 days advanced notice prior to termination or change in coverage.

13. **Sublessee's Indemnity**. SUBLESSEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD SUBLESSOR, AND ITS COUNCIL MEMBERS, EMPOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS (EACH A "CLAIM" AND COLLECTIVELY THE "CLAIMS") WHICH (i) ARE SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST SUBLESSOR AND WHICH ARE NOT PAID BY INSURANCE CARRIED BY SUBLESSEE OR SUBLESSOR AND (iii) ARISE FROM OR IN CONNECTION WITH (a) THE USE OR OCCUPANCY OF THE PROPERTY AND/OR ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN OR AT THE PROPERTY CAUSED BY SUBLESSEE OR (b) ANY BREACH BY SUBLESSEE OF ANY REPRESENTATION OR COVENANT OF THIS LEASE; PROVIDED, HOWEVER, SUCH INDEMNIFICATION OF SUBLESSOR BY SUBLESSEE SHALL NOT INCLUDE ANY CLAIM TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUBLESSOR.

14. **Assignment**. Sublessee may not assign this Sublease in whole or in part without first obtaining the written consent of Sublessor, which consent shall not be unreasonably withheld.

15. **Entire Sublease**. This Sublease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous subleases, agreements and understandings, oral or written, in connection therewith. This Sublease may be changed or modified only upon the written consent of the parties hereto.

16. Arbitration. In the event of any dispute relating to arising from this Agreement the parties hereby agree to submit to any and all disputes to final and binding arbitration. Notwithstanding the forgoing Sublessor shall not be required to submit an unlawful detainer action to arbitration

and said action may be submitted directly to the San Bernardino Superior Court. The parties agree that the arbitrator shall be selected through JAMS in Ontario, California, with venue to occur in Palm Springs, California. The parties agree that JAMS shall submit a panel of five arbitrators with the party demanding arbitration required to strike a name first and thereafter the other party to strike a name until such time as one name remains who shall be the arbitrator. The parties agree to waive discovery rights and proceed to arbitration as expeditiously as possible with the arbitration to be scheduled not later than ninety (90) days after the party first requesting same to have made written demand. The parties agree to each pay one-half of the arbitrator's fees necessary to proceed with and hold the arbitration. The arbitration award may be enforced in any court having jurisdiction.

17. **Conflict Of Interest Prohibited**. In accordance with Government Code section 1090 and this Agreement neither Sublessee nor any employee, officer, director, partner, consultant or member of Sublessee or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Sublease. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 et seq., no person who is a director, officer, partner, trustee, employee or consultant of the Sublessee, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on an interest in real property subject to this Sublease. In addition and without limiting the forgoing, no elected officer, employee, or City board, committee or commission member shall have any direct or indirect interest in this Sublease at any time. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, and Government Code section 1090.

18. **Right of First Offer**. In the event that the Sublessor secures an extension of the Reclamation Lease applicable to the Property prior to the expiration of this Sublease extending the term of the Reclamation Lease beyond the termination date of this Sublease, and in the event that Sublessee is not in default of this Sublease, Sublessee shall have a right of first offer to extend the term of this Sublease accordingly for the fair market rental of the Property. The fair market rental value for the Property shall be determined by mutual agreement of the Sublessor and the Sublessee. If the Sublessor and Sublessee are unable to agree on the fair market rental value, it shall be determined by an appraisal secured by Sublessor the cost of which shall be paid by Sublessee if Sublessee exercises its option to extend the term of this Sublease pursuant to its right of first offer. Sublessee shall have the right to exercise its right of first offer hereunder for a period of thirty days after the delivery of the fair market rental value appraisal to Sublessee after which its right of first offer shall terminate.

Signed and agreed to as of the Effective Date.

[signatures on following page]

Needles Marina Park, a Sole Proprietorship

By: _____

The City of Needles,
a California Charter City

By: _____
Name: Edward Paget, Mayor

ATTEST:

_____
Dale Jones, City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

Exhibit "B"

RESTATED AND AMENDED SUBLEASE AGREEMENT

Parties. This Restated and Amended Sublease, dated, June 11, 2019 ("Effective Date") is made by and between The City of Needles, a charter city (herein called "City" or "Sublessor") and Needles Marina Resort, Inc. ("Sublessee").

RECITALS

A. Sublessor entered into that certain Sublease ("Original Sublease") dated February 13, 2018.

B. The Original Sublease erroneously identified "Needles Marina Park, a sole proprietorship by Alan Reich" as the Sublessee and it erroneously identified the real property as "T.9N. R. 23 E. Sec. 30, Lots 5, 6 and 7".

C. The parties wish to amend, restate and correct the Original Lease to show the correct name of the Sublessee as "Needles Marina Resort, Inc." and to identify the real property as "T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7".

D. The Original Sublease was based on the Reclamation Lease issued by the Bureau of Land Management, as defined below, which erroneously identified the real property subject to the Reclamation Lease and the Sublease as "T.9N., R. 23 E. Sec. 30, Lots 5, 6 and 7" and which has been corrected by that certain letter ("Correction Letter") dated April 22, 2019, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof by this reference.

E. City leases land from the United States Department of the Interior, Bureau of Land Management under a Reclamation Lease for Park and Recreational Purposes CAAZR103226 (BOR #14-06-300-1025 issued June 7, 1960 as amended September 17, 1987 to exclude lands occupied by the Needles Marina Park, as extended to expire June 6, 2030, and as amended a Decision of the United States Department of the Interior dated October 25, 2017 to, among other things extend the term until June 6, 2048 and to re-include certain land occupied by the Needles Marina Park and corrected by the Correction Letter, as defined above (collectively "Reclamation Lease").

AGREEMENT

1. Sublease. Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental, and upon all of the conditions set forth in the Reclamation Lease and as set forth herein, that certain real property described as follows: San Bernardino Meridian, San Bernardino County, California:

T.9N., R. 23 E. Sec. 29, Lots 5,6 and 7.

2. Term. The term of this Sublease shall commence on the Effective Date and expire June 6, 2048.

3. Rent. Sublessee shall pay to Sublessor as rent the following amounts: $12,000 per year from the Effective Date of the Original Sublease through 2028; $14,000 per year from 2029 through 2038 and $15,000.00 per year from 2039 through 2048 in equal quarterly installment payment in advance on the first day of such quarter, pro-rated for partial quarters. Late payments of rent or any amount due under this Sublease shall be subject to a six percent (6%) late fee as liquidated damages to compensate Sublessor from the administrative and other expenses anticipated as a result of such default. In addition such amounts shall be subject to interest accrual at the rate of 10% per annum form the date due.

4. Use.

4.1 Use. The Property shall be used for a RV park and resort and related purposes only subject to the terms of the Reclamation Lease.

4.2 Compliance with Law. Sublessee shall, at Sublessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Sublessee of the Property and its conduct on the Property. Sublessee shall not use or permit the use of the Property in any manner that will tend to create waste or a nuisance. Sublesse shall comply with any and all rules and regulations regarding the use of the Property which may be adopted by Sublessor, as amended from time to time. Sublessee shall not incorporate into, use, release, or otherwise place or dispose of at, in, on, under or near the Property any hazardous or toxic materials except that Sublessee may use and store cleaning supplies used in the ordinary course of Sublessee's business and then only if in accordance with all applicable governmental laws, rules and regulations, including without limitation applicable environmental laws.

4.3 Condition of Property. Sublessee hereby accepts the Property in its condition existing as of the date of the execution hereof in its "AS IS" "WHERE IS" condition, subject to all applicable zoning, municipal, county, state and federal laws, ordinances, and regulations governing and regulating the use of the Property, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Sublessee acknowledges that neither Sublessor nor Sublessor's agents have made any representation or warranty as to the suitability of the Property for the conduct of Sublessee's business.

5. Sublessor's Remedies. Sublessor shall have the following remedies if Sublessee commits a default of any of the terms or provisions of this Sublease. These remedies are not exclusive, they are cumulative in addition to any other remedies now or later allowed by law:

5.1. Sublessor can continue this Sublease in full force and effect and the Sublease will continue in effect so long as Sublessor does not terminate Sublessee's rights to possession, and Sublessor shall have the right to collect all rent under this Sublease when due, together with interest on any unpaid amounts at the maximum rate permitted by law. During the period Sublessee is in default, Sublessor can enter the Property and relet it, or any part of it, to third parties for Sublessee's account.

5.2 In the event of a default by Sublessee, Sublessor can terminate Sublessee's right to possession of the Property at any time. No act by Sublessor other than giving notice to Sublessee shall terminate this Lease. On termination, Sublessor has the right to recover from Sublessee:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent loss that Sublessee proves could have been reasonably avoided; plus

(c) 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 such rent loss that Sublessee proves could be reasonably avoided; plus

(d) Any other amount actually and reasonably necessary to compensate Sublessor for all the detriment proximately caused by Sublessee's failure to perform its obligations under this Lease.

6. Attorney's fees. If any party brings an action or arbitration to enforce the tell is hereof or to declare rights hereunder, the prevailing party in any such arbitration, action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

7. Venue and Applicable Law. This Sublease shall be construed and interpreted under the laws of the State of California exclusive of its choice of law rules.

8. Utilities. All utilities shall be at the sole cost and responsibility of the Sublessee.

9. Insurance. Sublessee agrees to secure and provide proof of coverage for Commercial General Liability Insurance with coverage in the aggregate amount of $1,000,000.00 and Workman's Compensation insurance as required by statute. Sublessee shall provide Sublessor with current certificates of insurance for liability and workers compensation insurance. The Certificate of Insurance for Sublessee's liability insurance shall show Sublessor as an additional insured and provide for at least 30 days advanced notice prior to termination or change in coverage.

10. Sublessee's Indemnity. SUBLESSEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD SUBLESSOR, AND ITS COUNCIL MEMBERS, EMPOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS (EACH A "CLAIM" AND COLLECTIVELY THE "CLAIMS") WHICH (i) ARE SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST SUBLESSOR AND WHICH ARE NOT PAID BY INSURANCE CARRIED BY SUBLESSEE OR SUBLESSOR AND (iii) ARISE FROM OR IN CONNECTION WITH (a) THE USE OR OCCUPANCY OF THE PROPERTY AND/OR ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN OR AT THE PROPERTY CAUSED BY SUBLESSEE OR (b) ANY BREACH BY SUBLESSEE OF ANY REPRESENTATION OR COVENANT OF THIS LEASE; PROVIDED, HOWEVER, SUCH INDEMNIFICATION OF SUBLESSOR BY SUBLESSEE SHALL NOT INCLUDE ANY CLAIM TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUBLESSOR.

11. Assignment. Sublessee may not assign this Sublease in whole or in part without first obtaining the written consent of Sublessor, which consent shall not be unreasonably withheld.

12. Entire Sublease. This Sublease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous subleases, agreements and understandings, oral or written, in connection therewith. This Sublease may be changed or modified only upon the written consent of the parties hereto. The Original Sublease is hereby terminated and of no further force or effect.

13. Arbitration. In the event of any dispute relating to arising from this Agreement the parties hereby agree to submit to any and all disputes to final and binding arbitration. Notwithstanding the forgoing Sublessor shall not be required to submit an unlawful detainer action to arbitration and said action may be submitted directly to the San Bernardino Superior Court. The parties agree that the arbitrator shall be selected through JAMS in Ontario, California, with venue to occur in Palm Springs, California. The parties agree that JAMS shall submit a panel of five arbitrators with the party demanding arbitration required to strike a name first and thereafter the other party to strike a name until such time as one name remains who shall be the arbitrator. The parties agree to waive discovery rights and proceed to arbitration as expeditiously as possible with the arbitration to be scheduled not later than ninety (90) days after the party first requesting same to have made written demand. The parties agree to each pay one-half of the

arbitrator's fees necessary to proceed with and hold the arbitration. The arbitration award may be enforced in any court having jurisdiction.

17. Conflict Of Interest Prohibited. In accordance with Government Code section 1090 and this Agreement neither Sublessee nor any employee, officer, director, partner, consultant or member of Sublessee or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Sublease. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 et seq., no person who is a director, officer, partner, trustee, employee or consultant of the Sublessee, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on an interest in real property subject to this Sublease. In addition and without limiting the forgoing, no elected officer, employee, or City board, committee or commission member shall have any direct or indirect interest in this Sublease at any time. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, and Government Code section 1090.

18. Right of First Offer. In the event that the Sublessor secures an extension of the Reclamation Lease applicable to the Property prior to the expiration of this Sublease extending the term of the Reclamation Lease beyond the termination date of this Sublease, and in the event that Sublessee is not in default of this Sublease, Sublessee shall have a right of first offer to extend the term of this Sublease accordingly for the fair market rental of the Property. The fair market rental value for the Property shall be determined by mutual agreement of the Sublessor and the Sublessee. If the Sublessor and Sublessee are unable to agree on the fair market rental value, it shall be determined by an appraisal secured by Sublessor the cost of which shall be paid by Sublessee if Sublessee exercises its option to extend the term of this Sublease pursuant to its right of first offer. Sublessee shall have the right to exercise its right of first offer hereunder for a period of thirty days after the delivery of the fair market rental value appraisal to Sublessee after which its right of first offer shall terminate.

Signed and agreed to as of the Effective Date.

The City of Needles, a California Charter City

By: _____

Attest: _____

Approved as to Form and Content

_____

Needles Marina Resort, Inc., a California corporation

By; Alan Reich
Alan Reich, CEO

Needles Marina Park, a sole proprietorship by Alan Reich

By: Alan Reich
Alan Reich

Exhibit "C"

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Lake Havasu Field Office
1785 Kiowa Avenue
Lake Havasu City, Arizona 86403
www.blm.gov/az/

APR 2 2 2019

In Reply Refer To:
CAAZRI 03226 (AZC030)

Decision

Mr. Rick Daniels	:	Reclamation Lease
City of Needles	:	Type: Park and Recreational Purposes
817 3rd Street	:	
Needles, California 92363		

Lands Converted Back to Bureau of Reclamation Approved
Needles Marina Lease Transfer Approved

A Reclamation Lease for Park and Recreational Purposes CAAZRI 03226 (BOR#14-06-300-1025) was issued on June 7, 1960. The lease was issued for the extension and development of the City of Needles park system pursuant to the authority of the Act of August 4, 1939 (53 Stat. 1187,1196), as amended August 18, 1950 (64 Stat. 463) and the Act of Congress approved June 28, 1946 (60 Stat. 338). The lease was issued for 50 years and expired on June 6, 2010. An amendment to this lease was approved September 17, 1987, which excluded the lands occupied by the Needles Marina Park.

Our office received a letter from the City of Needles on November 18, 2002, requesting an extension of this lease for an additional 20 years. The extension was needed in order to qualify for grant money from California State Parks and Recreation Department to be used to develop a small park next to the beach behind the golf course. In addition to the park, the city planned to develop a non-motorized river walk on lands along the dike above the river. An extension of 20 years was approved and the lease will expire on June 6, 2030.

On May 25, 2017, City of Needles requested to have lands returned to the Bureau of Reclamation control. The affected public lands are described as follows:

San Bernardino Meridian, San Bernardino County, California
T. 9 N., R. 23 E.,
Sec 30, NE¼.

Further described as Blocks 21, 38, 39, and lots 21 through 34 inclusive of DENAIR'S SUBDIVISION #2 according to Map Book 16, Pages 53 and 54 in the records of San Bernardino County, California (attached).

On July 14, 2017, City of Needles requested to move the Needles Marina Park back into the Reclamation Lease CAAZRI 03226 (BOR#14-06-300-1025), along with an extension of the

Reclamation Lease for an additional 18 years, expiring on June 6, 2048. The affected public lands are described as follows:

San Bernardino Meridian, San Bernardino County, California
T. 9 N., R. 23 E.,
Sec 29, Lots 5, 6, and 7.

Reclamation and BLM have approved modifying Reclamation Lease CAAZRI 03226 (BOR#14-06-300-1025) to remove the lands in section 29 as previously described, include the lands from the Needles Marina Park as described above and extend the lease for 18 more years bringing the expiration date to June 6, 2048.

Within 30 days from the date of mailing of this decision, you have the right of appeal to the Director, Office of Hearings and Appeals, 4015 Wilson Boulevard, Arlington, Virginia 22203 (with copy to this office). The appeal process is in accordance with the general rules set forth at 43 CFR Subpart B of Part 4, and Subpart G of Part 4, applicable to proceedings in appeals cases which do not lie within the appellate jurisdiction of an established Appeals Board of the Office of Hearings and Appeals.

If you have any questions, please contact Realty Specialist Sheri Ahrens at (928) 505-1284.

Samantha Carrasco
Acting Field Manager

Cc: Scott Kerns
Bureau of Reclamation
Yuma Area Office

Exhibit "D"

Horizon Community Bank

June 3, 2019

Needles Marina Resort, Inc.
ATTN: Eric Bryant
100 Marina Dr
Needles, CA 92363

Dear Mr. Bryant:

Per your request, please accept this letter, regarding leasehold interests of the park and assignments of those interests. For approval of a loan that involves leasehold property as collateral, the bank will require that the underlying lease agreements be assignable to the bank, as a creditor. Language in the underlying lease and/or a signed assignment agreement from the Lessor and Master Lessor should reflect the assignability to the bank/creditors. The lease should allow an Assignee/creditor to take the role of the Lessee or Sublessee, in the underlying lease agreement, and would allow further assignment, from the bank, to a new Lessee, such as in the event of a sale of the collateral.

An assignment instrument, such as an Assignment of Lease Agreement, would be a part of the required loan documentation and, together with the loan agreement and Promissory Note, would set forth the conditions of the bank/creditor to enforce the assignment.

Please let me know if you have any other questions or if I can be of further assistance.

Best regards,

Nathan Burnell
Vice President & Commercial Loan Officer

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution No. 2019-38
A Resolution of the City Council of the City of Needles, California Amending the City of Needles-Needles Marina Park Sublease Agreement to Accurately Identify the New Owners as Needles Marina Resort Inc., the Real Property as T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7, and Assign in Whole the leasehold Interest of the Needles Marina Resort to Horizon Community Bank.

Background: On February 13, 2018 the City Council executed the Needles Marina Park Sublease Agreement for the land owned by BLM. This action cancelled the BLM-Needles Marina Park lease and incorporated the area into the City of Needles-BLM lease, a copy of which is attached hereto as **Exhibit "A"**.

On May 15, 2018 Needles Marina Park sold their interest in the Needles-BLM Sublease to Needles Marina Resort Inc. (Alan Reich). Currently the Sublease inaccurately identifies the "Needles Marina Park, a sole proprietorship by Alan Reich" as the Sublessee and identifies the real property as "T.9N. R. 23 E. Sec. 30, Lots 5, 6 and 7". On May 16, 2019 the new owners of Needles Marina Resort requested to amend, restate, and correct the Sublease to show the correct the Original Lease to show the correct name of the Sublessee as "Needles Marina Resort, Inc." and to identify the real property as "T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7". The amended lease is attached hereto as **Exhibit "B"**.

The Original Sublease was based on the Reclamation Lease issued by the Bureau of Land Management which inaccurately identified the real property subject to the Reclamation Lease and the Sublease as "T.9N., R. 23 E. Sec. 30, Lots 5, 6 and 7" and which has been corrected by that certain letter ("Correction Letter") dated April 22, 2019, a copy of which is attached hereto as **Exhibit "C"**. The 7 Acres that are Sublet from the City of Needles by Needles Marina Resort Inc. generates $14,000 per year from 2019 thru 2038 and then $15,000 per year until 2048 when the lease expires. These lease payments are paid directly to the City. The

The new owners of the Needles Marina Resort Inc. have also requested written consent from the City of Needles (Sublessor) to assign the Sublease in whole to Horizon Community Bank. Horizon Community Bank in a letter dated June 3, 2019 indicated for the approval of a "loan that

#21

involves leasehold property as collateral, the bank will require that the underlying lease agreements be assignable to the bank, as a creditor," a copy of which is attached hereto as **Exhibit "D".** The owners will use the loan monies to remodel Needles Marina Resort.

Fiscal Impact: $14,000 per year from 2019 thru 2038 and then $15,000 per year until 2048 when the lease expires. Increase in taxable income from the expansion of Needles Marina Park.

Environmental Impact: N/A

Recommended Action: Approve City Council Resolution 2019-38, Amending the City of Needles-Needles Marina Park Sublease Agreement to Accurately Identify the New Owners as Needles Marina Resort Inc., the Real Property as T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7, and Assign in Whole the leasehold Interest of the Needles Marina Resort to Horizon Community Bank.

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: Patrick Martinez for Rick Daniels **Date:** 6/7/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 21

RESOLUTION 2019-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES CALIFORNIA, APPROVING AN AMENDMENT TO THE SUBLEASE AGREEMENT WITH RICHARD E. DIRK AND LORETTA M. DIRK, INDIVUDALS, AND NEEDLES MARINA PARK, SOLE PROPRIETORSHIP TO ACCURATLEY IDENTIFY THE NEW OWNERS AS NEEDLES MARINA RESORT INC., SOLE PROPRIETORSHIP, THE REAL PROPERTY AS T.9N. R. 23 E. SEC. 29, LOTS 5, 6 AND 7, AND ASSIGN IN WHOLE THE LEASEHOLD INTEREST OF THE NEEDLES MARINA RESORT TO HORIZON COMMUNITY BANK.

WHEREAS, On February 13, 2018 the City of Needles entered into a Sublease Agreement with Richard E. and Loretta M. Dirk for the certain real property described as San Bernardino Meridian San Bernardino County, California T.9N. R. 23 E. Sec. 30, Lots 5, 6 and 7 attached hereto as Exhibit "A"; and

WHEREAS, On May 15, 2018 Richard E. and Loretta M. Dirk sold their interest in the Needles Marina Park to the Needles Marina Resort a sole proprietorship by Alan Reich; and

WHEREAS, A Restated and Amended Sublease Agreement needs to be executed and is attached hereto as Exhibit "B"; and

WHEREAS, The Original Sublease that the City entered into on February 13, 2018 was based on the Reclamation Lease issued by the Bureau of Land Management, as defined below, which erroneously identified the real property subject to the Reclamation Lease and the Sublease as "T.9N., R. 23 E. Sec. 30, Lots 5, 6 and 7" and which has been corrected to "T.9N., R. 23 E. Sec. 29, Lots 5, 6 and 7" by that certain letter ("Correction Letter") dated April 22, 2019, a copy of which is attached hereto as Exhibit "C"; and

WHEREAS, On June 3, 2019 Horizon Community Bank requested the Leasehold interest for Needles Marina Resort be assignable in whole to Horizon Community Bank by certain letter attached hereto as exhibit "D".

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Needles, California approve the Restated and Amended Sublease Agreement of the certain real property described as San Bernardino Meridian San Bernardino County, California T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7 to accurately identify the new owners as the Needles Marina Resort a sole proprietorship by Alan Reich and assign in whole the lease hold interest to the Needles Marina Resort.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June 2019, by the following roll call vote:

AYES:
NOES:

ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Exhibit "A"

SUBLEASE AGREEMENT

1. **Parties**. This Sublease, dated, ~~December 2017~~ February 13, 2018 ("Effective Date") is made by and between The City of Needles, a charter city (herein called "City" or "Sublessor") and Needles Marina Park, a Sole proprietorship.

2. **Property**. City leases land from the United States Department of the Interior, Bureau of Land Management under a Reclamation Lease for Park and Recreational Purposes CAAZRI03226 (BOR #14-06-300-1025 issued June 7, 1960 as amended September 17, 1987 to exclude lands occupied by the Needles Marina Park, as extended to expire June 6, 2030, and as amended a Decision of the United States Department of the Interior dated October 25, 2017 to, among other things extend the term until June 6, 2048 and to re-include certain land occupied by the Needles Marina Park (collectively "Reclamation Lease").

3. **Sublease**. Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property described as follows:

San Bernardino Meridian, San Bernardino County, California
T.9N., R. 23 E.
Sec. 30, Lots 5,6 and 7

3. **Term**. The term of this Sublease shall commence on the Effective Date and expire June 6, 2048.

4. **Rent**. Sublessee shall pay to Sublessor as rent the following amounts: $12,000 per year from the Effective Date through 2028; $14,000 per year from 2029 through 2038 and $15,000.00 per year from 2039 through 2048 in equal quarterly installment payment in advance on the first day of such quarter, pro-rated for partial quarters. Late payments of rent or any amount due under this Sublease shall be subject to a six percent (6%) late fee as liquidated damages to compensate Sublessor from the administrative and other expenses anticipated as a result of such default. In addition such amounts shall be subject to interest accrual at the rate of 10% per annum form the date due.

6. **Use**.

6.1 **Use**. The Property shall be used for a RV park and resort and related purposes only subject to the terms of the Reclamation Lease.

6.2 **Compliance with Law**. Sublessee shall, at Sublessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Sublessee of the Property and its conduct on the Property. Sublessee shall not use or permit the use of the Property in any manner that will tend to create waste or a nuisance. Sublesse shall comply with

any and all rules and regulations regarding the use of the Property which may be adopted by Sublessor, as amended from time to time. Sublessee shall not incorporate into, use, release, or otherwise place or dispose of at, in, on, under or near the Property any hazardous or toxic materials except that Sublessee may use and store cleaning supplies used in the ordinary course of Sublessee's business and then only if in accordance with all applicable governmental laws, rules and regulations, including without limitation applicable environmental laws.

6.3 **Condition of Property**. Sublessee hereby accepts the Property in it condition existing as of the date of the execution hereof in its "AS IS" "WHERE IS" condition, subject to all applicable zoning, municipal, county, state and federal laws, ordinances, and regulations governing and regulating the use of the Property, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Sublessee acknowledges that neither Sublessor nor Sublessor's agents have made any representation or warranty as to the suitability of the Property for the conduct of Sublessee's business.

7. **Sublessor's Remedies**. Sublessor shall have the following remedies if Sublessee commits a default of any of the terms or provisions of this Sublease. These remedies are not exclusive, they are cumulative in addition to any other remedies now or later allowed by law:

7.1. Sublessor can continue this Sublease in full force and effect and the Sublease will continue in effect so long as Sublessor does not terminate Sublessee's rights to possession, and Sublessor shall have the right to collect all rent under this Sublease when due, together with interest on any unpaid amounts at the maximum rate permitted by law. During the period Sublessee is in default, Sublessor can enter the Property and relet it, or any part of it, to third parties for Sublessee's account.

7.2 In the event of a default by Sublessee, Sublessor can terminate Sublessee's right to possession of the Property at any time. No act by Sublessor other than giving notice to Sublessee shall terminate this Lease. On termination, Sublessor has the right to recover from Sublessee:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent loss that Sublessee proves could have been reasonably avoided; plus

(c) 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 such rent loss that Sublessee proves could be reasonably avoided; plus

(d) Any other amount actually and reasonably necessary to compensate Sublessor for all the detriment proximately caused by Sublessee's failure to perform its obligations under this Lease.

8. **Attorney's fees.** If any party brings an action or arbitration to enforce the terms hereof or to declare rights hereunder, the prevailing party in any such arbitration, action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

9. **Venue and Applicable Law.** This Sublease shall be construed and interpreted under the laws of the State of California exclusive of its choice of law rules.

10. **Utilities.** All utilities shall be at the sole cost and responsibility of the Sublessee.

12. **Insurance.** Sublessee agrees to secure and provide proof of coverage for Commercial General Liability Insurance with coverage in the aggregate amount of $1,000,000.00 and Workman's Compensation insurance as required by statute. Sublessee shall provide Sublessor with current certificates of insurance for liability and workers compensation insurance. The Certificate of Insurance for Sublessee's liability insurance shall show Sublessor as an additional insured and provide for at least 30 days advanced notice prior to termination or change in coverage.

13. **Sublessee's Indemnity.** SUBLESSEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD SUBLESSOR, AND ITS COUNCIL MEMBERS, EMPOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS (EACH A "CLAIM" AND COLLECTIVELY THE "CLAIMS") WHICH (i) ARE SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST SUBLESSOR AND WHICH ARE NOT PAID BY INSURANCE CARRIED BY SUBLESSEE OR SUBLESSOR AND (iii) ARISE FROM OR IN CONNECTION WITH (a) THE USE OR OCCUPANCY OF THE PROPERTY AND/OR ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN OR AT THE PROPERTY CAUSED BY SUBLESSEE OR (b) ANY BREACH BY SUBLESSEE OF ANY REPRESENTATION OR COVENANT OF THIS LEASE; PROVIDED, HOWEVER, SUCH INDEMNIFICATION OF SUBLESSOR BY SUBLESSEE SHALL NOT INCLUDE ANY CLAIM TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUBLESSOR.

14. **Assignment.** Sublessee may not assign this Sublease in whole or in part without first obtaining the written consent of Sublessor, which consent shall not be unreasonably withheld.

15. **Entire Sublease.** This Sublease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous subleases, agreements and understandings, oral or written, in connection therewith. This Sublease may be changed or modified only upon the written consent of the parties hereto.

16. Arbitration. In the event of any dispute relating to arising from this Agreement the parties hereby agree to submit to any and all disputes to final and binding arbitration. Notwithstanding the forgoing Sublessor shall not be required to submit an unlawful detainer action to arbitration

and said action may be submitted directly to the San Bernardino Superior Court. The parties agree that the arbitrator shall be selected through JAMS in Ontario, California, with venue to occur in Palm Springs, California. The parties agree that JAMS shall submit a panel of five arbitrators with the party demanding arbitration required to strike a name first and thereafter the other party to strike a name until such time as one name remains who shall be the arbitrator. The parties agree to waive discovery rights and proceed to arbitration as expeditiously as possible with the arbitration to be scheduled not later than ninety (90) days after the party first requesting same to have made written demand. The parties agree to each pay one-half of the arbitrator's fees necessary to proceed with and hold the arbitration. The arbitration award may be enforced in any court having jurisdiction.

17. **Conflict Of Interest Prohibited**. In accordance with Government Code section 1090 and this Agreement neither Sublessee nor any employee, officer, director, partner, consultant or member of Sublessee or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Sublease. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 et seq., no person who is a director, officer, partner, trustee, employee or consultant of the Sublessee, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on an interest in real property subject to this Sublease. In addition and without limiting the forgoing, no elected officer, employee, or City board, committee or commission member shall have any direct or indirect interest in this Sublease at any time. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, and Government Code section 1090.

18. **Right of First Offer**. In the event that the Sublessor secures an extension of the Reclamation Lease applicable to the Property prior to the expiration of this Sublease extending the term of the Reclamation Lease beyond the termination date of this Sublease, and in the event that Sublessee is not in default of this Sublease, Sublessee shall have a right of first offer to extend the term of this Sublease accordingly for the fair market rental of the Property. The fair market rental value for the Property shall be determined by mutual agreement of the Sublessor and the Sublessee. If the Sublessor and Sublessee are unable to agree on the fair market rental value, it shall be determined by an appraisal secured by Sublessor the cost of which shall be paid by Sublessee if Sublessee exercises its option to extend the term of this Sublease pursuant to its right of first offer. Sublessee shall have the right to exercise its right of first offer hereunder for a period of thirty days after the delivery of the fair market rental value appraisal to Sublessee after which its right of first offer shall terminate.

Signed and agreed to as of the Effective Date.

[signatures on following page]

Needles Marina Park, a Sole Proprietorship

By: _____

The City of Needles,
a California Charter City

By: _____
Name: Edward Paget, Mayor

ATTEST:

_____
Dale Jones, City Clerk

APPROVED AS TO FORM:

_____
John Pinkney, City Attorney

Exhibit "B"

RESTATED AND AMENDED SUBLEASE AGREEMENT

Parties. This Restated and Amended Sublease, dated, June 11, 2019 ("Effective Date") is made by and between The City of Needles, a charter city (herein called "City" or "Sublessor") and Needles Marina Resort, Inc. ("Sublessee").

RECITALS

A. Sublessor entered into that certain Sublease ("Original Sublease") dated February 13, 2018.

B. The Original Sublease erroneously identified "Needles Marina Park, a sole proprietorship by Alan Reich" as the Sublessee and it erroneously identified the real property as "T.9N. R. 23 E. Sec. 30, Lots 5, 6 and 7".

C. The parties wish to amend, restate and correct the Original Lease to show the correct name of the Sublessee as "Needles Marina Resort, Inc." and to identify the real property as "T.9N. R. 23 E. Sec. 29, Lots 5, 6 and 7".

D. The Original Sublease was based on the Reclamation Lease issued by the Bureau of Land Management, as defined below, which erroneously identified the real property subject to the Reclamation Lease and the Sublease as "T.9N., R. 23 E. Sec. 30, Lots 5, 6 and 7" and which has been corrected by that certain letter ("Correction Letter") dated April 22, 2019, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof by this reference.

E. City leases land from the United States Department of the Interior, Bureau of Land Management under a Reclamation Lease for Park and Recreational Purposes CAAZR103226 (BOR #14-06-300-1025 issued June 7, 1960 as amended September 17, 1987 to exclude lands occupied by the Needles Marina Park, as extended to expire June 6, 2030, and as amended a Decision of the United States Department of the Interior dated October 25, 2017 to, among other things extend the term until June 6, 2048 and to re-include certain land occupied by the Needles Marina Park and corrected by the Correction Letter, as defined above (collectively "Reclamation Lease").

AGREEMENT

1. Sublease. Sublessor hereby subleases to Sublessee and Sublessee hereby subleases from Sublessor for the term, at the rental, and upon all of the conditions set forth in the Reclamation Lease and as set forth herein, that certain real property described as follows: San Bernardino Meridian, San Bernardino County, California:

T.9N., R. 23 E. Sec. 29, Lots 5,6 and 7.

2. Term. The term of this Sublease shall commence on the Effective Date and expire June 6, 2048.

3. Rent. Sublessee shall pay to Sublessor as rent the following amounts: $12,000 per year from the Effective Date of the Original Sublease through 2028; $14,000 per year from 2029 through 2038 and $15,000.00 per year from 2039 through 2048 in equal quarterly installment payment in advance on the first day of such quarter, pro-rated for partial quarters. Late payments of rent or any amount due under this Sublease shall be subject to a six percent (6%) late fee as liquidated damages to compensate Sublessor from the administrative and other expenses anticipated as a result of such default. In addition such amounts shall be subject to interest accrual at the rate of 10% per annum form the date due.

4. Use.

4.1 Use. The Property shall be used for a RV park and resort and related purposes only subject to the terms of the Reclamation Lease.

4.2 Compliance with Law. Sublessee shall, at Sublessee's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the term or any part of the term hereof regulating the use by Sublessee of the Property and its conduct on the Property. Sublessee shall not use or permit the use of the Property in any manner that will tend to create waste or a nuisance. Sublesse shall comply with any and all rules and regulations regarding the use of the Property which may be adopted by Sublessor, as amended from time to time. Sublessee shall not incorporate into, use, release, or otherwise place or dispose of at, in, on, under or near the Property any hazardous or toxic materials except that Sublessee may use and store cleaning supplies used in the ordinary course of Sublessee's business and then only if in accordance with all applicable governmental laws, rules and regulations, including without limitation applicable environmental laws.

4.3 Condition of Property. Sublessee hereby accepts the Property in its condition existing as of the date of the execution hereof in its "AS IS" "WHERE IS" condition, subject to all applicable zoning, municipal, county, state and federal laws, ordinances, and regulations governing and regulating the use of the Property, and accepts this Sublease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Sublessee acknowledges that neither Sublessor nor Sublessor's agents have made any representation or warranty as to the suitability of the Property for the conduct of Sublessee's business.

5. Sublessor's Remedies. Sublessor shall have the following remedies if Sublessce commits a default of any of the terms or provisions of this Sublease. These remedies are not exclusive, they are cumulative in addition to any other remedies now or later allowed by law:

5.1. Sublessor can continue this Sublease in full force and effect and the Sublease will continue in effect so long as Sublessor does not terminate Sublessee's rights to possession, and Sublessor shall have the right to collect all rent under this Sublease when due, together with interest on any unpaid amounts at the maximum rate permitted by law. During the period Sublessee is in default, Sublessor can enter the Property and relet it, or any part of it, to third parties for Sublessee's account.

5.2 In the event of a default by Sublessee, Sublessor can terminate Sublessee's right to possession of the Property at any time. No act by Sublessor other than giving notice to Sublessee shall terminate this Lease. On termination, Sublessor has the right to recover from Sublessee:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rent loss that Sublessee proves could have been reasonably avoided; plus

(c) 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 such rent loss that Sublessee proves could be reasonably avoided; plus

(d) Any other amount actually and reasonably necessary to compensate Sublessor for all the detriment proximately caused by Sublessee's failure to perform its obligations under this Lease.

6. Attorney's fees. If any party brings an action or arbitration to enforce the tell is hereof or to declare rights hereunder, the prevailing party in any such arbitration, action, on trial and appeal, shall be entitled to his reasonable attorney's fees to be paid by the losing party as fixed by the court.

7. Venue and Applicable Law. This Sublease shall be construed and interpreted under the laws of the State of California exclusive of its choice of law rules.

8. Utilities. All utilities shall be at the sole cost and responsibility of the Sublessee.

9. Insurance. Sublessee agrees to secure and provide proof of coverage for Commercial General Liability Insurance with coverage in the aggregate amount of $1,000,000.00 and Workman's Compensation insurance as required by statute. Sublessee shall provide Sublessor with current certificates of insurance for liability and workers compensation insurance. The Certificate of Insurance for Sublessee's liability insurance shall show Sublessor as an additional insured and provide for at least 30 days advanced notice prior to termination or change in coverage.

10. Sublessee's Indemnity. SUBLESSEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD SUBLESSOR, AND ITS COUNCIL MEMBERS, EMPOYEES AND AGENTS HARMLESS FROM ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITIES, JUDGMENTS, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COURT COSTS (EACH A "CLAIM" AND COLLECTIVELY THE "CLAIMS") WHICH (i) ARE SUFFERED BY, RECOVERED FROM OR ASSERTED AGAINST SUBLESSOR AND WHICH ARE NOT PAID BY INSURANCE CARRIED BY SUBLESSEE OR SUBLESSOR AND (iii) ARISE FROM OR IN CONNECTION WITH (a) THE USE OR OCCUPANCY OF THE PROPERTY AND/OR ANY ACCIDENT, INJURY OR DAMAGE OCCURRING IN OR AT THE PROPERTY CAUSED BY SUBLESSEE OR (b) ANY BREACH BY SUBLESSEE OF ANY REPRESENTATION OR COVENANT OF THIS LEASE; PROVIDED, HOWEVER, SUCH INDEMNIFICATION OF SUBLESSOR BY SUBLESSEE SHALL NOT INCLUDE ANY CLAIM TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUBLESSOR.

11. Assignment. Sublessee may not assign this Sublease in whole or in part without first obtaining the written consent of Sublessor, which consent shall not be unreasonably withheld.

12. Entire Sublease. This Sublease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous subleases, agreements and understandings, oral or written, in connection therewith. This Sublease may be changed or modified only upon the written consent of the parties hereto. The Original Sublease is hereby terminated and of no further force or effect.

13. Arbitration. In the event of any dispute relating to arising from this Agreement the parties hereby agree to submit to any and all disputes to final and binding arbitration. Notwithstanding the forgoing Sublessor shall not be required to submit an unlawful detainer action to arbitration and said action may be submitted directly to the San Bernardino Superior Court. The parties agree that the arbitrator shall be selected through JAMS in Ontario, California, with venue to occur in Palm Springs, California. The parties agree that JAMS shall submit a panel of five arbitrators with the party demanding arbitration required to strike a name first and thereafter the other party to strike a name until such time as one name remains who shall be the arbitrator. The parties agree to waive discovery rights and proceed to arbitration as expeditiously as possible with the arbitration to be scheduled not later than ninety (90) days after the party first requesting same to have made written demand. The parties agree to each pay one-half of the

arbitrator's fees necessary to proceed with and hold the arbitration. The arbitration award may be enforced in any court having jurisdiction.

17. Conflict Of Interest Prohibited. In accordance with Government Code section 1090 and this Agreement neither Sublessee nor any employee, officer, director, partner, consultant or member of Sublessee or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this Sublease. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 et seq., no person who is a director, officer, partner, trustee, employee or consultant of the Sublessee, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on an interest in real property subject to this Sublease. In addition and without limiting the forgoing, no elected officer, employee, or City board, committee or commission member shall have any direct or indirect interest in this Sublease at any time. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 et seq., its implementing regulations, manuals and codes, and Government Code section 1090.

18. Right of First Offer. In the event that the Sublessor secures an extension of the Reclamation Lease applicable to the Property prior to the expiration of this Sublease extending the term of the Reclamation Lease beyond the termination date of this Sublease, and in the event that Sublessee is not in default of this Sublease, Sublessee shall have a right of first offer to extend the term of this Sublease accordingly for the fair market rental of the Property. The fair market rental value for the Property shall be determined by mutual agreement of the Sublessor and the Sublessee. If the Sublessor and Sublessee are unable to agree on the fair market rental value, it shall be determined by an appraisal secured by Sublessor the cost of which shall be paid by Sublessee if Sublessee exercises its option to extend the term of this Sublease pursuant to its right of first offer. Sublessee shall have the right to exercise its right of first offer hereunder for a period of thirty days after the delivery of the fair market rental value appraisal to Sublessee after which its right of first offer shall terminate.

Signed and agreed to as of the Effective Date.

The City of Needles, a California Charter City

By: _____

Attest: _____

Approved as to Form and Content

_____

Needles Marina Resort, Inc., a California corporation

By; Alan Reich
Alan Reich, CEO

Needles Marina Park, a sole proprietorship by Alan Reich

By: Alan Reich
Alan Reich

Exhibit "C"

United States Department of the Interior

BUREAU OF LAND MANAGEMENT
Lake Havasu Field Office
1785 Kiowa Avenue
Lake Havasu City, Arizona 86403
www.blm.gov/az/

APR 2 2 2019

In Reply Refer To:
CAAZRI 03226 (AZC030)

Decision

Mr. Rick Daniels	:	Reclamation Lease
City of Needles	:	Type: Park and Recreational Purposes
817 3rd Street	:	
Needles, California 92363		

Lands Converted Back to Bureau of Reclamation Approved
Needles Marina Lease Transfer Approved

A Reclamation Lease for Park and Recreational Purposes CAAZRI 03226 (BOR#14-06-300-1025) was issued on June 7, 1960. The lease was issued for the extension and development of the City of Needles park system pursuant to the authority of the Act of August 4, 1939 (53 Stat. 1187,1196), as amended August 18, 1950 (64 Stat. 463) and the Act of Congress approved June 28, 1946 (60 Stat. 338). The lease was issued for 50 years and expired on June 6, 2010. An amendment to this lease was approved September 17, 1987, which excluded the lands occupied by the Needles Marina Park.

Our office received a letter from the City of Needles on November 18, 2002, requesting an extension of this lease for an additional 20 years. The extension was needed in order to qualify for grant money from California State Parks and Recreation Department to be used to develop a small park next to the beach behind the golf course. In addition to the park, the city planned to develop a non-motorized river walk on lands along the dike above the river. An extension of 20 years was approved and the lease will expire on June 6, 2030.

On May 25, 2017, City of Needles requested to have lands returned to the Bureau of Reclamation control. The affected public lands are described as follows:

San Bernardino Meridian, San Bernardino County, California
T. 9 N., R. 23 E.,
Sec 30, NE¼.

Further described as Blocks 21, 38, 39, and lots 21 through 34 inclusive of DENAIR'S SUBDIVISION #2 according to Map Book 16, Pages 53 and 54 in the records of San Bernardino County, California (attached).

On July 14, 2017, City of Needles requested to move the Needles Marina Park back into the Reclamation Lease CAAZRI 03226 (BOR#14-06-300-1025), along with an extension of the

Reclamation Lease for an additional 18 years, expiring on June 6, 2048. The affected public lands are described as follows:

San Bernardino Meridian, San Bernardino County, California
T. 9 N., R. 23 E.,
Sec 29, Lots 5, 6, and 7.

Reclamation and BLM have approved modifying Reclamation Lease CAAZRI 03226 (BOR#14-06-300-1025) to remove the lands in section 29 as previously described, include the lands from the Needles Marina Park as described above and extend the lease for 18 more years bringing the expiration date to June 6, 2048.

Within 30 days from the date of mailing of this decision, you have the right of appeal to the Director, Office of Hearings and Appeals, 4015 Wilson Boulevard, Arlington, Virginia 22203 (with copy to this office). The appeal process is in accordance with the general rules set forth at 43 CFR Subpart B of Part 4, and Subpart G of Part 4, applicable to proceedings in appeals cases which do not lie within the appellate jurisdiction of an established Appeals Board of the Office of Hearings and Appeals.

If you have any questions, please contact Realty Specialist Sheri Ahrens at (928) 505-1284.

Samantha Carrasco
Acting Field Manager

Cc: Scott Kerns
Bureau of Reclamation
Yuma Area Office

Exhibit "D"

Horizon Community Bank

June 3, 2019

Needles Marina Resort, Inc.
ATTN: Eric Bryant
100 Marina Dr
Needles, CA 92363

Dear Mr. Bryant:

Per your request, please accept this letter, regarding leasehold interests of the park and assignments of those interests. For approval of a loan that involves leasehold property as collateral, the bank will require that the underlying lease agreements be assignable to the bank, as a creditor. Language in the underlying lease and/or a signed assignment agreement from the Lessor and Master Lessor should reflect the assignability to the bank/creditors. The lease should allow an Assignee/creditor to take the role of the Lessee or Sublessee, in the underlying lease agreement, and would allow further assignment, from the bank, to a new Lessee, such as in the event of a sale of the collateral.

An assignment instrument, such as an Assignment of Lease Agreement, would be a part of the required loan documentation and, together with the loan agreement and Promissory Note, would set forth the conditions of the bank/creditor to enforce the assignment.

Please let me know if you have any other questions or if I can be of further assistance.

Best regards,

Nathan Burnell
Vice President & Commercial Loan Officer

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: Declaring the City of Needles a Second Amendment Sanctuary City (at the request of Councilor Terral)

Background: California has strict gun laws in comparison to neighboring states. Gun laws are set by the California Legislature. The federal constitution provides protections for citizens to "keep and bear arms" Arizona Residents will not come here because of gun laws and business opportunities are being missed, Councilor Terral.

Councilor Terral's request is to declare the City of Needles a Second Amendment Sanctuary City and to consider any or all of the following:

- To request that the Sheriff not enforce weapons violations by California, Nevada and Arizona residents.
- To request that the Legislature allow an exemption to California gun laws for the City of Needles and within a 65 miles radius of Needles.
- To request that the Legislature allow reciprocity of concealed weapons permits with Nevada and Arizona.

Fiscal Impact: Cost of research and ordinance preparation

Environmental Impact: None

Recommendation: Council provide direction.

Submitted By: Councilor Terral

City Management Review: Patti J Mary for Rick Daniels **Date:** 6/6/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 22

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: International Conference of Shopping Centers (ICSC)

Background: The ICSC Western Conference and Deal Making Event is at the Los Angeles Convention Center, September 16-18, 2019. Development Management Group has a booth at the show on behalf of its client cities to display information about our city. Councilmember Gudmundson and Councilmember Terral attended the recent event in Las Vegas and expressed an interest in attending; Mayor Williams has also expressed an interest.

Critical Timeline: Registration Deadline is August 26, 2019

Fiscal Impact: Estimated cost for the full conference is $95
Hotel accommodation approximately $1,100 for three nights plus travel expenses. Estimated cost per councilmember is approximately $1,400 – $1,500. General Fund travel per diem account 2019-2020 budget

Recommendation: Authorize the Mayor and Council Member(s) to attend the ICSC Western Conference and Deal Making Event at the Los Angeles Convention Center on September 16-18, 2019

Submitted By: City Clerk

City Management Review: Rick **Date:** 6/5/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 23

Western
Conference & Deal Making

Los Angeles Convention Center | Los Angeles, CA
September 16 – 18, 2019 | #ICSC

REGISTRATION FORM

How to Register

Fax +1 732 694 1800
Online: www.icsc.org/2019WS
Mail: ICSC
P.O. Box 419822
Boston, MA 02241-9822

Registration Fees

	Advance	On-Site
Member*	$400	$500
Non-Member	$800	$1,000
Public Official Member	$95	$125
Retailer Member**	$0	N/A
Student Member***	$50	N/A

*Must be an ICSC member or affiliate member—visit www.icsc.org/membership or call +1 646 728 3800 to join

**Advance registration is required—on-site complimentary registration is not available Third-party retail representatives are not eligible

***On-site student registration is not available—advance registration is required

Deadline

Advance registrations must be received by **September 6, 2019.**

Accessibility

Anyone desiring an auxiliary aid for this meeting should notify **Kerrie Bond-MacInnes** at **+1 646 728 3658** no later than **August 16, 2019.**

Continuing Education Credit

ICSC-Certified professionals earn 1 0 credit (A3) towards **CRRP** certification renewal.

Hotel Reservations

A block of rooms has been reserved at a number of hotels. Please reserve your room today, at one of the following.

- **Intercontinental Los Angeles Downtown | $309**
- **Hotel Indigo | $289**
- **Luxe City Center Hotel | $259**
- **Hotel Indigo Los Angeles Downtown | $289**
- **Luxe City Center Hotel | $259**
- **Courtyard Marriott L.A. Live | $293**
- **Residence Inn LA Live | $303**
- **The Ritz-Carlton | $399**

Cut-Off Date: August 26, 2019

To make a reservation, visit www.icsc.org/2019WS. *For assistance,* call +1 877 541 9876, or internationally at +1 312 527 7300.

Cancellations

All cancellations are subject to a **$100** cancellation fee for members and non-members; **$25** for Public Official Members and Student Members. Refunds will not be given for cancellations received after **September 6, 2019.** All requests for refunds must be received by ICSC in writing.

Terms, Conditions and Rules

This Registration Form is subject to ICSC Terms, Conditions and Rules for Event Registrants available at www.icsc.org/event-terms-and-conditions, which are hereby incorporated by reference

Please Check One: ☐ Member ☐ Non-Member ☐ Public Official Member ☐ Student Member

Name _____ Title _____

Company _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____

Telephone _____ Fax _____

Email _____ Your Membership I.D. # _____ (2019WS)

REQUIRED FOR NON-U.S. APPLICANTS: _____ Date of Birth _____ Country of Citizenship _____

☐ Please check here if any of the above information has recently changed.

Method of Payment (No cash accepted in advance or on site.)

☐ Check made payable to ICSC enclosed for $ _____ ☐ MasterCard ☐ Visa ☐ AMEX ☐ Discover $ _____

Name (as it appears on credit card) _____ Signature _____

Credit Card Number (include all digits) _____ Expiration Date (month/year) _____

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: League of California Cities Annual Conference attendance and designation of voting delegate and alternate(s)

Background: The Annual League of California Cities Conference is scheduled for October 16-18, 2019 in Long Beach, California.

This conference is an opportunity to network with other cities and various county representatives and for the city to participate in the League's resolution process.

Mayor Williams and Vice Mayor Paget have indicated they would like to attend. In addition, a voting delegate and alternate need to be appointed.

Critical Timeline: Registration for the discounted rate is August 14, 2019 however once the registration is open the hotels for the Conference sell out quickly.

Fiscal Impact: Estimated cost for the full conference is $550
Hotel accommodation approximately $775 for three nights plus travel expenses. Estimated cost per councilmember is approximately $1,725 – $2,000. General Fund travel per diem budget 2019-2020

Recommendation: Authorize the Mayor and Council Member(s) to attend the Annual League of California Cities Conference scheduled for October 16-18, 2019 in Long Beach, California and designate a voting delegate and alternate (s).

Submitted By: City Clerk

City Management Review: Rick **Date:** 6/5/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 24

Invitation to Attend

I am excited to invite you to attend the League of California Cities 2019 Annual Conference & Expo in Long Beach this October 16–18.

The League's Annual Conference & Expo is an opportunity for city officials to learn and collaborate on solutions for the common challenges facing California cities. And an opportunity to celebrate the accomplishments of California cities and the League.

When you are in Long Beach, you will want to be sure to visit the Expo, where you will meet companies that provide products and solutions to help you enhance the services you provide for your communities.

I look forward to seeing you in Long Beach this fall!

Jan Arbuckle
Council Member, Grass Valley
President, League of California Cities

Program at a Glance

Wednesday, October 16

8:00 a.m. – 6:00 p.m. ..... Registration Open
8:30 a.m. – 1:00 p.m. ..... City Clerks Workshop *(additional registration required)*
9:00 – 11:00 a.m. ..... Policy Committees; AB 1234 Ethics Training
11:00 a.m. – 12:00 p.m. ..... Department Business Meetings
11:30 a.m. – 1:15 p.m. ..... Regional Division Lunches
12:45 – 1:15 p.m. ..... First Time Attendee Orientation
1:30 – 3:30 p.m. ..... Opening General Session
3:45 – 5:00 p.m. ..... Concurrent Sessions
5:00 – 7:00 p.m. ..... Grand Opening Expo Hall & Host City Reception *(exhibitor exclusive; no competing events)*
7:00 – 10:00 p.m. ..... CitiPAC Leadership Reception

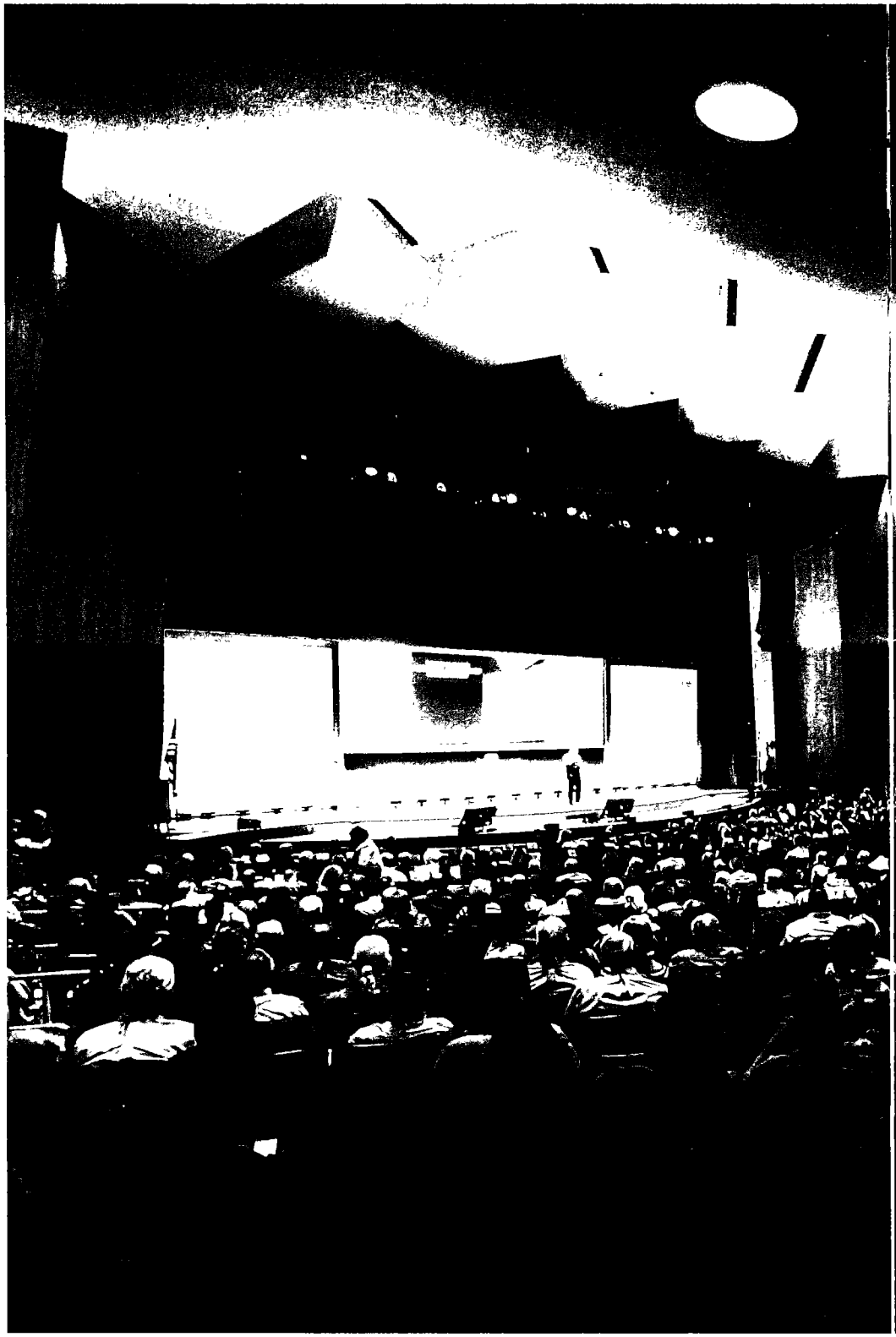
Thursday, October 17

7:00 a.m. – 4:00 p.m. ..... Registration Open
8:15 – 9:30 a.m. ..... Concurrent Sessions
9:00 a.m. – 4:00 p.m. ..... Expo Open
9:45 – 11:45 a.m. ..... General Session
11:30 a.m. – 1:00 p.m. ..... Attendee Lunch in Expo Hall
1:00 – 2:15 p.m. ..... General Resolutions Committee
1:00 – 5:30 p.m. ..... Concurrent Sessions
2:15 – 2:45 p.m. ..... Diversity Caucus Board Meetings
4:00 – 5:30 p.m. ..... Board of Directors Meeting
Evening ..... Division and Caucus Events

Friday, October 18

7:30 a.m. – 12:00 p.m. ..... Registration Open
7:30 – 9:15 a.m. ..... Regional Division Breakfasts
8:00 a.m. – 12:15 p.m. ..... Concurrent Sessions
8:45 – 10:45 a.m. ..... AB 1661 Sexual Harassment Prevention Training
12:30 – 2:30 p.m. ..... Closing Luncheon & General Assembly

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly.



Conference Overview

During the Opening General Session on Wednesday, attendees will hear from a dynamic keynote speaker and the League will announce the winners of the Helen Putnam Award for Excellence

On Thursday morning, attendees will hear from a variety of speakers about "futuristic" tools that are available to city leaders of today and how technology will continue to transform the landscape of our communities Hear ideas on how you can ensure your city will not only survive, but also adapt and thrive as our state experiences major changes in demographics, mobility, and technology

Friday's General Session is where the work gets done Come celebrate the future of the League as the 2019 — 20 Board of Directors are sworn into office In addition, any resolutions approved by the policy committees and/or General Resolutions Committee will be considered

Educational Sessions

Panels, Facilitated Discussions, and Speed Sessions

Educational sessions at the Annual Conference are offered in a variety of formats and include professional development focused on leadership skills and workable solutions. Targeting a broad audience, sessions concentrate on innovative, evidence-based, and discussion-provoking trends, tools and best practices. Connecting professional experience and collective understanding, these sessions aim to provide attendees the opportunity to gain practical skills and useful resources. Session titles and descriptions will be posted at www.cacities.org/AC as they are confirmed.

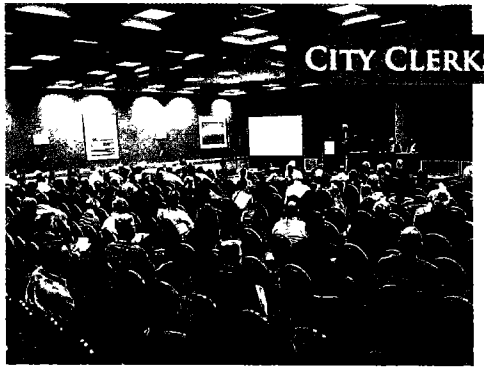
State Mandated Training

Training to meet state requirements on specific ethics laws and principles and workplace harassment prevention, discrimination and retaliation will be offered. Understanding Public Service Ethics Laws and Principles (AB 1234 Training) will be available as a pre-conference workshop on Wednesday morning, and Sexual Harassment Prevention Training for City Officials (AB 1661/1825 Training) will be available Friday morning during the concurrent sessions.

League Partner

League Partners Speaker Theater

Located in the League Partners Village on the Expo floor, the Speaker Theater will showcase presentations by League Partners.



City Clerks Workshop

(Wednesday, October 16)
The annual City Clerks Workshop is scheduled on Wednesday morning at 8:30 a.m. The workshop begins with a 30-minute department business meeting followed by a four-hour workshop. Additional registration required; CMC/MMC Advanced Education Point accreditation will be available.

City Attorneys' Track

The League City Attorneys' Department will present its municipal law track at the Annual Conference, providing Minimum Continuing Legal Education *(MCLE)* presentations for California attorneys. Legal updates will be offered in municipal litigation subject areas: General Municipal Law, Torts & Civil Rights, Labor & Employment, and Land Use & CEQA. Additional timely municipal law topics will be covered. The department's track will also include one hour of MCLE specialty credit. All conference attendees are welcome to attend City Attorneys' Track presentations of interest.

Organization Meetings and Sessions

First Time Attendees

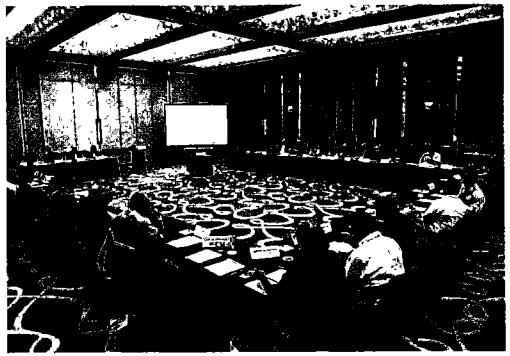
A special presentation to welcome first-time attendees is scheduled for Wednesday, October 16, at 12:45 p.m. Join us to hear about our organization and how to get the most out of your conference experience.

Municipal Departments

Functioning as professional societies with educational and networking opportunities, professional departments play an essential role in forming League policy and programs. Discover what your colleagues are working on with the League by attending the department business meetings at 11:00 a.m. on Wednesday.

Policy Committees

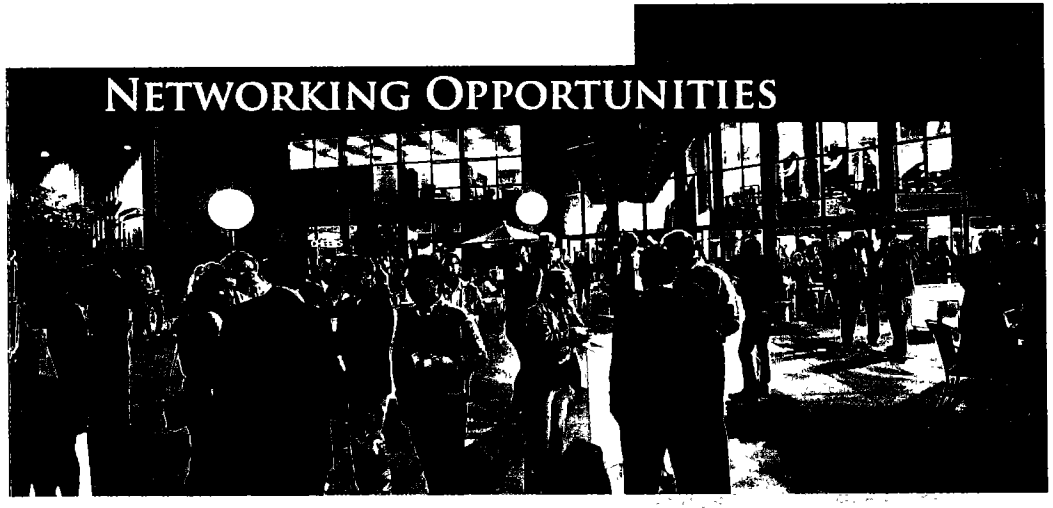
Close to 350 city officials serve on the League's policy committees and add their collective expertise, wisdom and opinions to the policy debate that is the foundation of League policy. Recommendations from the policy committees are forwarded to the League Board of Directors or General Assembly. Policy committees will meet on Wednesday morning as needed to review Annual Conference Resolutions and other pending issues.



General Resolutions Committee

The General Resolutions Committee (GRC), which comprises representatives from each division, department, policy committee and individuals appointed by the League President, will meet on Thursday afternoon to consider resolutions. Resolutions approved by the policy committees and/or GRC are next considered by the General Assembly on Friday. See page 9 for more information.

Networking Opportunities



Diversity Groups

The Board of Directors has recognized five diversity groups: African-American Caucus; Asian-Pacific Islander Caucus; Lesbian, Gay, Bisexual & Transgender, Queer Caucus; Latino Caucus and Women's Caucus. Sign up to join one or more of the League's caucuses. Caucus networking events at the Annual Conference are open to all attendees.

Regional Divisions

Regional Divisions function as the League's grassroots advocacy teams. Divisions are staffed locally by regional public affairs managers to support League goals. Contact your regional manager (www.cacities.org/regionalmanagers) for more information about division networking events during the conference. Additional fees may apply.

Host City Reception

The City of Long Beach welcomes delegates to the League of California Cities Annual Conference & Expo. Please join us at the opening night host city reception and enjoy a selection of delicious hors d'oeuvres. The reception will take place from 5:00 – 7:00 p.m. on Wednesday, October 16, at the Long Beach Convention Center in the Expo Hall. A registration badge is required to access the event.

CitiPAC — Leadership Reception

In conjunction with host Keenan & Associates, CitiPAC will present its Leadership Reception immediately following the host city reception. Join conference attendees for this wonderful event in support of CitiPAC, featuring food, beverages and entertainment.

Annual Conference Resolutions Process

Policy development is a key part of the League's legislative effectiveness. The League's Annual Conference resolutions process is one way that city officials can directly participate in the development of League policy Any elected or appointed city official, individual city, division, department, policy committee, or the Board of Directors may submit a resolution for consideration at the conference. For complete information on the process and how to submit a resolution, visit www.cacities.org/resolutions.

2019 Resolutions Calendar and Deadlines

Before the Conference

Friday, July 12: Deadline for submitting appointments to the General Resolutions Committee.

Saturday, August 17, Midnight: Deadline for submitting resolutions to the League office by regular mail, email or fax.

Friday, August 30: Resolutions distributed to city officials and posted on the League website.

At the Conference

Wednesday, October 16, 9:00 — 11:00 a.m.: Policy committees meet to review resolutions and make recommendations to the General Resolutions Committee on resolutions assigned to each committee.

Thursday, October 17, 12:30 p.m.: Deadline to submit signatures to qualify a petitioned resolution.

Thursday, October 17, 1:00 p.m.: General Resolutions Committee meets to consider and make recommendations on resolutions.

Friday, October 18, 12:30 p.m.: Consideration of resolutions by cities in the General Assembly at the Annual Business Meeting. *(Voting Delegates must be registered for the conference and must stay until conclusion of voting. They may register for Friday only.)*

EXHIBITOR LISTING *(as of May 10)*

Bold are League Partners

ADA Consultant Services
AED Total Solution
Alliance Resource Consulting
Allied Powers LLC
Ameresco
American Ramp Company
Amgen Tour of California
ANP lighting
Architerra Design Group
Asphalt Zipper, Inc.
Avenu Insights & Analytics (MuniServices)
Best Best & Krieger
Blais & Associates, Inc.
Blount International
Bob Murray & Associates
Burke, Williams & Sorensen
California Association of Code Enforcement Officers
California Association of Public Information Officials
California Association of Public Procurement Officials
California Building Officials (CALBO)
California Consulting, Inc.
California Department of General Services
California High-Speed Rail Authority
California Housing Finance Agency (CalHFA)
California Joint Powers Insurance Authority
California State University San Bernardino
CentralSquare Technologies
Charles Abbott Associates, Inc. (CAA)
Citrus Pest and Disease Prevention Program
CleanStreet
Climatec LLC
CSG Consultants
Dapeer, Rosenblit & Litvak, LLP
Dave Bang Associates, Inc.
Davey Resource Group, Inc.
David Taussig & Associates

Department of Housing and Community Development
Diehl Metering LLC
Diesel Technology Forum
DLR Group
DRC Emergency Services/SLS
Earth Systems
eCivis
ECS/Gold Crew
EdgeSoft, Inc.
ENGIE Services U.S.
Ennis-Flint
Enterprise Fleet Management
Fieldman, Rolapp & Associates, Inc.
First Capitol
ForeFront Power
George Hills
GHD
Gordian
GovHR USA
GovPayNet
Granicus
Graphic Solutions
Greenfields Outdoor Fitness
HAI, Hirsch & Associates Inc.
Hapco
HB Staffing
HdL Companies
Holman Capital Corporation
HR Green, Inc.
IES / SitelogIQ
In God We Trust, Inc.
INFRAMARK
Intelligent Traffic Equipment Marketing Ltd.
Interwest Consulting Group
J.M. Equipment Company
Johnson Controls
Jones & Mayer
JustServe
Kaiser Permanente
Keenan & Associates
Keyser Marston Associates, Inc.
KOMPAN Playgrounds
Kosmont Companies
Learn4Life
LECET Southwest
Library Systems & Services
Liebert Cassidy Whitmore
LINC Housing
Lincoln Financial Group
Mattress Recycling Council
Meyers Nave
MGO

Michelson Found Animals Registry
MNS Engineers
Municibid
Navio International
NLC Service Line Warranty Program
Northern California Carpenters Regional Council
NV5
Omega II Fence Systems
Optimum Seismic Inc.
Otto Environmental Systems North America, Inc.
PARS
PARSAC
PERC Water Corporation
PetData
PFM Financial Advisors LLC
Piper Jaffray & Co.
PowerFlare (PF Distribution Center, Inc.)
Powersmiths International Corp.
Precision Concrete Cutting
Public Restroom Company
Radarsign, LLC
Ralph Andersen & Associates
Renne Public Law Group
Republic Services
Richards Watson Gershon
RICKMAR Products LLC
Ring
RJM Design Group, Inc
RKA Consulting Group
SA RECYCLING LLC
SAFEbuilt, LLC
SafetyStepTD
Schaefer Systems International
Schneider Electric
ScholarShare 529
SDI Presence LLC
Security Lines US
SERVPRO
Siemens Energy
Silver & Wright LLP
Sloan Sakai Yeung & Wong LLP
Smart Cities Prevail
SmartWatt
SolarMax LED
Stalker Radar
State Water Resources Control Board
Study.com
Superior Tank Solutions
SwiftComply US OpCo Inc.
SyTech Solutions
TAPCO
TBWB Strategies
The Code Group, Inc., dba VCA Code
The Pun Group, LLP
The San Diego Foundation
TNT Fireworks
Toyota Motor North America
Trane Energy Solutions
Transtech Engineers, Inc.
Troy & Banks
Vanir Construction Management, Inc.
ViewPoint Cloud
Wagners CFT LLC
WEH Technologies Inc.
Wells Fargo Bank
West Coast Arborists, Inc.
Willdan
William Avery & Associates, Inc.
Ygrene

Registration Information

Pre-Registration Deadline: October 2, 2019
After this date, please register onsite.

Conference Location

The 2019 Annual Conference & Expo will be held at the Long Beach Convention Center, located downtown at 300 East Ocean Boulevard. All sessions will be held at the convention center unless otherwise noted.

Full Registration Includes:

- Admission to Expo and education sessions *(unless otherwise indicated)*
- Wednesday host city reception; Thursday grab-and-go breakfast; Thursday lunch with exhibitors; Friday closing luncheon
- Admission to CitiPAC and Diversity Caucus Receptions
- Electronic access to all program materials

Online Registration (credit card): Visit www.cacities.org/AC

Mail-in Registration (pay by check): Contact mdunn@cacities.org to request a registration form.

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly. Sharing of registration is prohibited.

Full Conference Registration Fees

	Early Bird Through August 14	After August 14 and onsite
City Delegate		
Member City	$550	$600
Non-Member City	$1550	$1600
Public Official		
State/County/Public Official	$625	$675
All Others	$725	$775

One-Day Registration Fees

Early Bird rates are not available for one-day registration

City Delegate	
Member City	$325
Non-Member City	$1325
Public Official	
State/County/Public Official	$375
All Others	$425

Optional Registration Add-ons *(non-refundable)*

City Clerks Workshop *(includes lunch)* — $150 member cities, $300 non-member cities

Guest Registration — $125

The guest rate is restricted to those who are not city/public officials, are not related to any Partner/Expo company, and would have no professional reason to attend for learning or business. **Rate includes admission to the Expo and receptions only**. Session seats are reserved for conference registrants. There is no refund for the cancellation of a guest registration. It is not advisable to use city funds to register a guest.

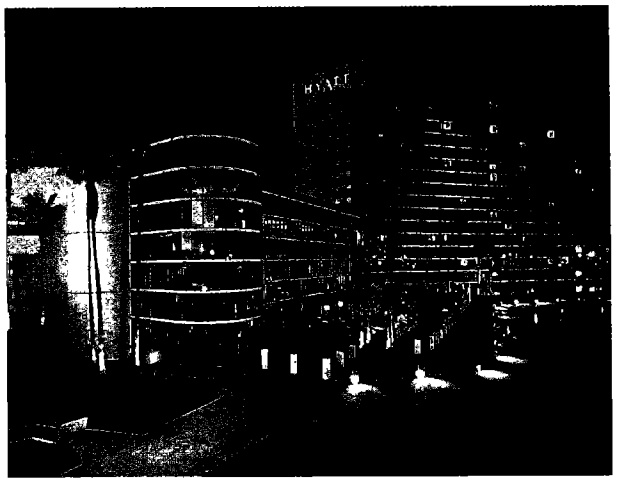
Questions or special needs? Contact our conference registrar at mdunn@cacities.org before **Tuesday, September 24**.

Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, **minus a $75 processing charge**, only when a written request is submitted to the League of California Cities, Conference Registration, 1400 K Street, Sacramento, CA, 95814 or mdunn@cacities.org and received on or before **Tuesday, September 24**. Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

Hotel Information

A limited amount of hotel rooms are available at reduced rates for registered attendees and exhibitors at the 2019 Annual Conference & Expo. Reserve your hotel nights while space is available. The discounted hotel rate cut-off is **Tuesday, September 24**. Hotels are subject to sell out prior to the deadline — reserve early!



STEP ONE: (Register for the Conference)
Registration can be completed at www.cacities.org/AC.

STEP TWO: (Book hotel room)
After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations. Phone reservations will not be accepted.

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: June 11, 2019

Title: City Council Resolution 2019-37
Request for a Six-Month Extension for a Conditional Use Permit scheduled to expire on June 11, 2019, for a Marijuana Manufacturing Facility Located at 110 Cibola Street, also known as APN 0186-157-12 and 0186-157-13 approved by City Council on December 27, 2017, via Resolution 2017-112

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicants have submitted documentation outlining the actions taken since the City Council approval on December 19, 2019, attached as Exhibit "A".

In an effort to continue the progress the applicants are making in moving forward, the applicant is requesting that a six-month extension be attached to the Conditional Use Permit identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-37 approving a Six-Month Extension to the life of a Conditional Use Permit for a Marijuana Manufacturing Facility located at110 Cibola expiring on June 11, 2019, and extending to December 11, 2019.

Attachment: Exhibit "A" work completed

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

City Management Review: MJ for Rick Daniels **Date:** 6/6/19

Approved:☐	Not Approved:☐	Tabled:☐	Other:☐
			Agenda Item: 25

CITY COUNCIL RESOLUTION 2019-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR A CONDITIONAL USE PERMIT (CUP) ISSUED FOR A MARIJUANA MANUFACTURING FACILITY, AT 110 CIBOLA STREET, ALSO KNOWN AS APN 0186-157-12 AND 0186-157-13 THAT EXPIRES ON JUNE 11, 2019

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permit identified above received approval by the City Council on December 27, 2017, via Resolution No. 2017-112, and granted a 6-month extension expiring on June 11, 2019; and

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

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

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permit identified above for a period of six months, expiring on December 11, 2019.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-37**, approving a six month extension period for the life of the Conditional Use Permit identified above, expiring on December 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of June, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Cindy Semione

To: GWS
Subject: RE: CUP extension request 110 Cibola

EXHIBIT A

From: GWS <gonzalezwall@gmail.com>
Sent: Thursday, June 06, 2019 1:27 PM
To: Cindy Semione <ndlscdda@citlink.net>
Subject: CUP extension request 110 Cibola

Cindy
We just received building plan drawings. The building permit to be pulled within the next few months, prior to end of 2019.

Thank you in advance.

Anthony Gonzalez.

Request for Council Action
City of Needles, California

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

Meeting Date: June 11, 2019

Title: Accept the bid of TRINITY CONSTRUCTION in the amount of $104,269.50 for the work to be completed to purchase & install Security Glass in the front lobby of the Administration and Utility Billing office at 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. We received in response to the advertisement (2) two bids:

1) TRINITY CONSTRUCTION	**$104,269.50**
2) REDMOND CONSTRUCTION	$124,826.00

Installation of level 2 Security Glass above the counter and Installation of level 2 drywall for the protection below the counter. Work includes 2 doors and removal of existing office windows in the lobby and replaced with drywall at the Administration and Utility Billing office, 817 Third Street.

When estimating this project, a company assisted staff in gathering the estimate for the project however did not include the prevailing wages and other portions of the work needing to be completed such as the doors and additional area's in the lobby for the full protection.

Fiscal Impact: The project is partially budgeted in the amount of $15,000 in the FY 19/20 budget under Building Maintenance which is split by Electric 30%, Water 24%, Wastewater 12%, All American Canal 5%, Sanitation 20% & Finance 9%. The remaining balance of funds needed will be taken from the reserves of the Utility Business Office Internal Service Fund. The total project cost is $124,756 including Admin Cost, Construction & 10% Contingency.

Recommendation: Accept the bid of TRINITY CONSTRUCTION in the amount of $104,269.50 to purchase & install Security Glass & Drywall in the front lobby of the Administration and Utility Billing office at 817 Third Street using the Building Maintenance Fund and the reserves of the Utility Business Office Internal Service Fund, authorize staff to issue a Notice of Award and Notice to Proceed.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: _____ **Date:** _____

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

AGENDA ITEM: 26

City of Needles
SEALED BID OPENING

PROJECT NAME: **THIRD STREET SECURITY GLASS** **DATE:** **06/05/2019**

	BIDDER	DECLARATION	ADDENDUMS	BID BOND	DIR	CERTIFICATES	TOTAL BID
1	REDMOND CONSTRUCTION	X	X	X	X		$ 124,826.00
2							$
3	**TRINITY CONSTRUCTION**	X	X	X	X		$ **104,269.50**
4							$
5							$
6							$
7							$
8							$
9							$
10							$

Present at Opening:

Topaz Martinez
Dale Jones

Mark Daniel – Redmond Construction
Tim Terral
Shawn Gudmundson

Recorded by: Dale Jones, City Clerk

Last Updated: 6/7/2019 10:18:16 AM

Request for Council Action
City of Needles, California

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

Meeting Date: June 11, 2019

Title: Accept Change Order #1 to Geary Floors Inc. in the amount of $24,320 for the installation of a moisture mitigation system for the unforeseen issues discovered after demolition of existing floor at the Needles Recreation Gymnasium.

Background: After the removal of the existing gymnasium floor the contractor inspected the slab and consulted with the manufacturer regarding the following issues:

1) The recreation center was built in 1972 with areas that have a slab that is less than 4". As a result, the manufacturer cannot provide a warranty on the floor but can provide a 30-Yr product defect warranty. The manufacturer requires a minimum 4" thick slab to be able to warranty the product.

2) On June 5, 2019 Geary Floors performed moisture testing per manufacturer specs as part of their preconstruction work. Six (6) of the seven (7) Relativity Humidity Tests came back well over 90% and they also recorded readings with a Tramex Concrete Moisture Meter that were well over 4.5. The manufacturer will not allow installation of their product with readings this high and without the installation of a moisture mitigation system. The cost of the change order for this process is $24,320.00 for the moisture mitigation system.

3) The old gypsum-based underlayment from the original installation was discovered after removing the floor and adhesive. The material is brittle and if removed can open up more problems for the project.

Fiscal Impact:

$84,047.76	Base Bid for Phase III - Floor
$24,320.00	Change Order #1 – Moisture Mitigation System
$108,367.76	**TOTAL PHASE III COSTS**

Recommendation: Accept Change Order #1 in the amount of $24,320 for the installation of a moisture mitigation system for the unforeseen issues discovered after demolition of existing floor at the Needles Recreation Gymnasium using General Fund reserves.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: Patrick Martinez for Rick Daniels **Date:** 6/7/19

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

AGENDA ITEM: 27

16 – CHANGE ORDER

Project: CDBG Gymnasium – Phase III Floor Order No: 1

Owner: **City of Needles**

Contractor: **Geary Floor Inc**

The Following Changes are made to the Contract:

Purchase and Install Tarkolay moisture mitigation system

Justification:

Original Contract Price *(Starting Bid Amount)*	$	84,047.76
Previous Change Order(s) Amount	$	0
Original Contract Price plus previous Change Order(s) *(sub-total lines 1 & 2)*	$	84047.76
Contract Price due to this Change Order *(This Change Order being presented)*	$	24,320.00
New Contract Price including this Change Order	$	**108,367.76**

Change in Contract Time

Contract Time will be (Increased)	Adjusted Date for Completion of all Work	Calendar Days
-	-	-

APPROVALS REQUIRED

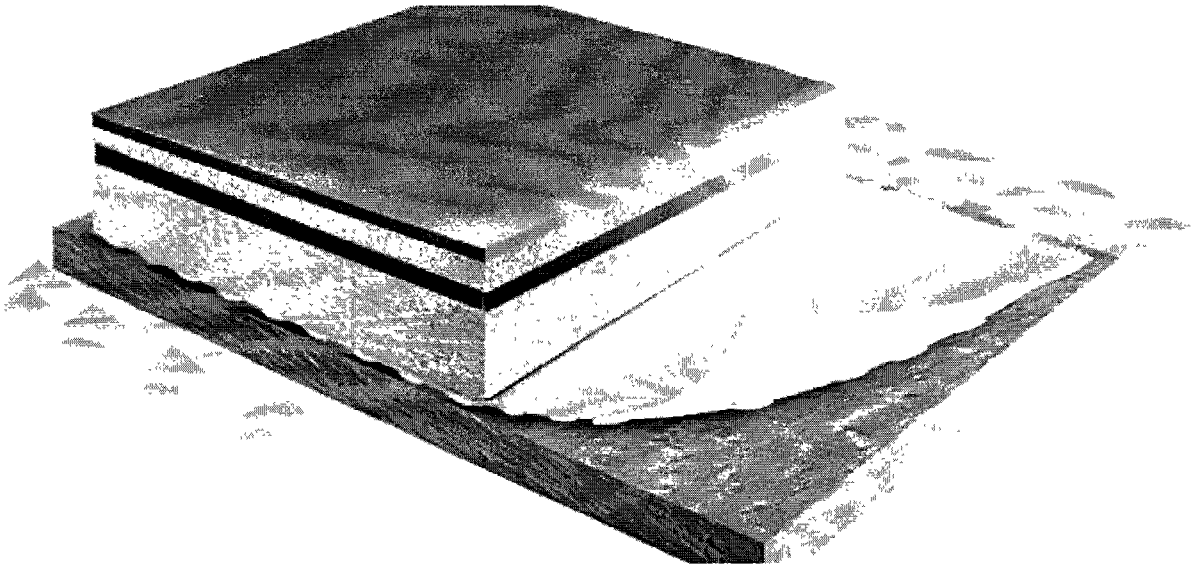
Requested by: Tammy Ellmore, Engineering Tech II Date: 06/06/2019

Contractor Acceptance: _____ *Signature* Date: _____

_____ *Title*

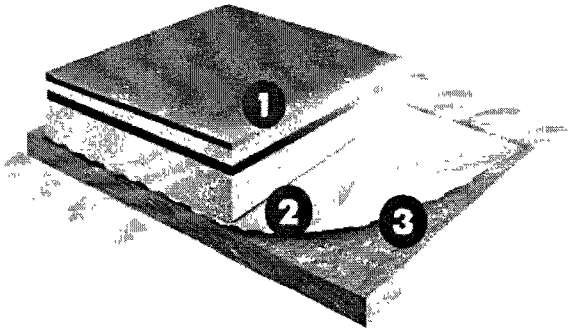
Approved by: _____ Date: 06/11/2019 *CC meeting*

Title: City Manager *Title*



TARKOLAY

1. ISOLATION OF THE SPORTS SURFACE: Tarkolay mitigates adverse conditions by separating the sports surface from the subfloor. Through isolation, an imperfect subfloor is less likely to affect the integrity of the surface installation.



2. DIMENSIONALLY STABLE

   UNDERLAYMENT: Tarkolay is a dimensionally stable underlayment with a smooth surface for excellent adhesion to the sports floor.

3. RAISED TEXTURE FOR DISPERSING WATER VAPOR: The embossed texture of Tarkolay allows water vapor from the subfloor to dissipate without building pressure that would harm the integrity of the installation

Tarkolay is backed with a 10 year moisture resistance warranty, up to 100% RH. Every flooring installation is different. In some cases, high moisture, cracks, joints, or other factors present challenges that

Tarkolay is an underlayment that isolates the flooring system away from the substrate, at the same time removing the potential for vapor pressure to form.

What percent RH (relative humidity) does Tarkolay fall under?

Tarkolay is has relative humudity (RH) values tested according to ASTM F2170 up to 100% RH. That is the best on the market.

Health and the Environment

Tarkolay embodies four categories of sustainability, providing not only superior performance, but stewardship of the environment and care for individual health.

Good Materials

- No formaldehyde
- No REACH restricted chemicals

Resource Stewardship

- Tarkett's history of conservation
- ISO 14001 manufacturing

People Friendly Spaces

- FloorScore® certified

Reuse and Recycle

- Recyclable material*

Find a Representative

Tarkett Sports has the knowledge and expertise to make your sports facility a success. Find a regional representative to get started.

GET STARTED

Request More Information

Contact Tarkett Sports to request information, order samples, or subscribe to our Indoor Sports Monthly newsletter.

require an underlayment. Tarkolay separates the flooring system away from the slab removing the ability for vapor pressure to form. Tarkolay can also assist with challenges over other concrete imperfections at the surface.

MOISTURE WARRANTY

Tarkolay can address concrete moisture conditions and does not require any initial moisture testing. It is also a FloorScore® certified underlayment that can resolve high moisture and other issues while still maintaining the highest standard of indoor air quality.

Tarkolay embodies four categories of sustainability, providing not only superior performance, but stewardship of the environment and care for individual health.

Tarkolay is one part of a system approach in lieu of just a product. Tarkolay when used in conjunction with our water proof Multi-Poxy system is the key to creating long lasting and more trouble free installations.

Tarkett Sports Products	Tarkolay 100% RH
Omnisports	■
PolyTurf Plus Pad & Pour	■
EcoPure	
ClutchCourt	
Dancefloor	■
Lumaflex	
Dropzone	■

Benefits

- No Moisture Testing Required
- Removes concrete moisture conditions
- FloorScore® certified
- High dimensional stability with smooth surface for excellent adhesion to sports floor
- Embossed bottom texture keeps subfloor water vapor away from sports floor
- 10 year moisture resistance warranty, up to 100% RH

Frequently Asked Questions

Can Tarkolay help against cracks and joint issues with your subfloor?