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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA
COUNCIL CHAMBERS, 1111 BAILEY AVENUE

TUESDAY, OCTOBER 28, 2025
COUNCIL EXECUTIVE SESSION – 5:00 PM
CITY COUNCIL MEETING – 6:00 PM
THE PUBLIC MAY ATTEND VIA TEAMS AND MAY SUBMIT ANY COMMENTS IN WRITING PRIOR TO NOON ON THE DAY OF THE MEETING BY EMAILING cclark@cityofneedles.com

TO JOIN THE LIVE TEAMS MEETING: log into the City of Needles website at www.cityofneedles.com to access the agenda and Click here to join the meeting

If asked, enter the following: Meeting ID: 207 021 086#
OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 207 021 086#
The meetings are being recorded.

CALL TO ORDER
ROLL CALL

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

RECESS TO EXECUTIVE SESSION

EXECUTIVE SESSION

a. Public Employee Performance Evaluation Pursuant to Government Code Section 54957. Title: City Manager

b. Conference with Labor Negotiators Pursuant to Government Code Section 54957.6 Agency Negotiators: Mayor Janet Jernigan, Vice Mayor Ellen Campbell, and Council Member Henry Longbrake. Unrepresented Employee: City Manager

CALL TO ORDER
ROLL CALL

EXECUTIVE SESSION REPORT - by City Attorney

PLEDGE OF ALLEGIANCE
INVOCATION
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 NPUA / City Council on subjects other than those scheduled are requested to do so at this time. When called by the Mayor, please announce 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 per Municipal Code Section 2-18.)

1. Presentation from League of Cities Mountain Desert Division Chair Art Bishop Helen Putnam Award.

PUBLIC HEARING

2. Adopt Purchasing Ordinance Number 678-AC, Amending Chapter 8, Article II of the Needles Municipal Code (First Reading) **CONTINUED TO NOVEMBER 12, 2025.**

3. Adopt Resolution 2025-44 City of Needles Local Hazard Mitigation Plan (LHMP) as required by the Federal Emergency Management Agency (FEMA) to maintain eligibility for federal hazard mitigation grant funding. **(ACT)**

NPUA / COUNCIL CONSENT CALENDAR
All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the NPUA / City Council may pull an item from the Consent Calendar for discussion. Prior to NPUA / Council action, a member of the public may address the NPUA / City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. RECOMMENDED ACTION: Approve Items 4 through 7 on the Consent Calendar by affirmative roll call vote **(ACT)**

4. Authorize a License Agreement for the Joint Use of Poles between the City of Needles and Route 66 Broadband for Cable Attachment to City Poles dated 2025.

5. Authorize Reliable Pump Inc. to rebuild the Hydromatic Pump for the Wastewater Pump, not to exceed $18,081.96, including sales tax in the amount of $1,114.43 for a total project cost of $19,196.39 to be funded by the Wastewater Asset Replacement Fund

6. Ratify the Utility Manager's purchase of Greenhouse Gas Emissions Instruments for the calendar year 2024 compliance period from Amerex for a total cost of $80,851.50

7. Adopt Resolution 2025-45 rescinding Chapter 6C, establishing Terms and Conditions for the Sale of Electric Services, of the Needles Municipal Code in its Entirety, and adopting a new Chapter 6C, Electric Services, regarding the terms and conditions for the sale of electric services.

END OF NPUA CONSENT CALENDAR

COUNCIL CONSENT CALENDAR All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **RECOMMENDED ACTION:** Approve Items 8 through 12 on the Consent Calendar by affirmative roll call vote. (**ACT)**

8. Approve the Warrants Register through October 28, 2025

9. Approve the Minutes of October 14, 2025

10. Accept and file the September 2025 Treasurer’s Report

11. Approve the extension of the FY 2024 Audit Contract with Vasquez Company LLC to March 31, 2026

12. Resolution No. 2025-43 approving an Agreement between the San Bernardino County Transportation Authority and City of Needles for Senate Bill 125 Funds Administration; and authorize the creation of a new fund to account for the restricted revenues and expenditures associated with the new shuttle service and move the existing current year budget to the new fund.

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

13. Approve Amendment No. 30 to Contract No. 99-376 with the County of San Bernardino for law enforcement services in the City of Needles and increase appropriations by $172,195 for the Sheriff's contract and $25,000 for overtime funded with $197,195 of General Fund reserves. **(ACT)**

14. Recommend City Council acknowledge the findings of the October 20, 2025 Visitor Center Committee meeting, defer pursuit of California Welcome Center certification due to cost and sustainability considerations, and direct staff to focus on leveraging the existing Visitor Center and the City's marketing partnership to promote Needles during the Route 66 Centennial and attract visitors to the Colorado River Valley region. **(ACT)**

CITY ATTORNEY REPORT

CITY MANAGER REPORT

City Manager's report for the week of October 10, 2025

COUNCIL REQUESTS
Council Member Ford
Council Member McCorkle
Vice Mayor Campbell
Council Member Pogue
Council Member Belt
Council Member Longbrake
Mayor Jernigan

ADJOURNMENT

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

Posted: October 24, 2025

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 133. 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 24th day of October 2025

/s/ Candace Clark, CPMC, CMC, City Clerk

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: Resolution 2025-44 City of Needles Local Hazard Mitigation Plan (LHMP)

Background: The City of Needles, in coordination with Atlas Planning Solutions and multiple City departments, has prepared a Local Hazard Mitigation Plan (LHMP) as part of a five-year strategic initiative to enhance community resilience and preparedness against natural and human-caused hazards.

The LHMP identifies potential hazards that could affect the community—such as extreme heat, drought, flooding, wildfires, seismic activity, and infrastructure failures—and outlines mitigation strategies and projects to reduce future risks to life, property, and critical infrastructure.

Preparation of the LHMP was funded through a grant from the Federal Emergency Management Agency (FEMA), administered under the Hazard Mitigation Assistance program.

The LHMP was developed between Summer 2024 and Spring 2025 and involved extensive coordination with City departments, regional partners, and public input through surveys, community meetings, and online outreach.

Following public review and submission to Cal OES and FEMA, the City received an "Approvable Pending Adoption" letter from the FEMA Region 9 Office, indicating that the plan meets all federal requirements subject to formal adoption by the City Council.

Upon adoption, City staff will transmit the signed adoption resolution and final plan to FEMA Region 9 to complete the approval process. Once approved, the City of Needles will be eligible to apply for FEMA's Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and Hazard Mitigation Grant Program (HMGP) funding opportunities.

The LHMP also complements the Safety Element of the City's General Plan and supports alignment with future capital projects and emergency preparedness initiatives.

Next Steps:

1. City Council adopts the LHMP by resolution.
2. Staff submits the signed resolution and plan to FEMA Region 9 for final approval.
3. Upon final FEMA approval, the LHMP will be formally in effect for a five-year period (2025–2030).

Fiscal Impact: No General Fund impact. The LHMP was prepared using FEMA grant funding.

Recommended Action: Adopt Resolution 2025-44 City of Needles Local Hazard Mitigation Plan (LHMP) to maintain eligibility for Federal Emergency Management Agency (FEMA) hazard mitigation grant funding.

Submitted By: Irene Romero, City Planner

Attachments:

1. Resolution No. 2025-44. Adoption of the City of Needles Local Hazard Mitigation Plan (LHMP)
2. FEMA "Approvable Pending Adoption" Letter
3. City of Needles Local Hazard Mitigation Plan

City Manager Approval: Patrick J Martinez Date: 10/23/2025

Other Department Approval (when required): Jill Tahra, Interim Finance Director Date: 10/23/2025

ATTACHMENT 1

RESOLUTION 2025-44

RESOLUTION 2025-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, ADOPTING THE CITY OF NEEDLES LOCAL HAZARD MITIGATION PLAN (LHMP)

WHEREAS, the City of Needles recognizes that it is subject to a variety of natural and human-caused hazards such as drought, extreme heat, flooding, wildfires, seismic activity, and infrastructure failures that pose a risk to life, property, and community well-being; and

WHEREAS, the Federal Disaster Mitigation Act of 2000 (Public Law 106-390) requires local governments to develop and adopt a Local Hazard Mitigation Plan (LHMP) as a condition of receiving certain types of federal disaster assistance, including hazard mitigation grant funding; and

WHEREAS, the City of Needles, with the assistance of Atlas Planning Solutions, has prepared a comprehensive LHMP that identifies hazards, assesses community vulnerabilities, and establishes mitigation strategies and actions to reduce long-term risks; and

WHEREAS, the LHMP was developed through a collaborative process involving multiple City departments, regional partners, and the public, including online surveys, outreach meetings, and opportunities for community review and comment; and

WHEREAS, the Federal Emergency Management Agency (FEMA) Region 9 has reviewed the City's LHMP and determined that it is Approvable Pending Adoption, contingent upon formal adoption by the City Council; and

WHEREAS, adoption of the LHMP demonstrates the City's commitment to hazard mitigation and makes the City of Needles eligible to apply for federal funding under FEMA's Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and Hazard Mitigation Grant Program (HMGP); and

WHEREAS, the LHMP will align with the City's future General Plan Safety Element and supports the City's goals of enhancing community resilience, protecting public safety, and safeguarding public and private investments.

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

1. The City of Needles Local Hazard Mitigation Plan (LHMP), dated 2025, is hereby adopted as the official hazard mitigation plan of the City of Needles.
2. The City Manager, or designee, is authorized and directed to submit the signed resolution and adopted LHMP to the Federal Emergency Management Agency (FEMA) Region 9 for final approval.
3. The City Manager, or designee, is further authorized to implement and maintain the LHMP, and to pursue funding opportunities consistent with its goals and mitigation strategies.

PASSED, APPROVED, AND ADOPTED this 28th day of October, 2025, by the City Council of the City of Needles, California.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Janet Jernigan, Mayor

ATTEST: _____
Candace Clark, City Clerk

APPROVED AS TO FORM: _____
Lena Wade, Deputy City Attorney

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

September 25, 2025

Kathy Raasch
Director of Development Services/Capital Projects
City of Needles
817 Third Street
Needles, CA 92363

Reference: Hazard Mitigation Plan Approvable Pending Adoption
City of Needles, CA

Dear Kathy Raasch:

The Federal Emergency Management Agency (FEMA) has completed its review of the 2025 City of Needles Hazard Mitigation Plan and has determined that the plan is eligible for final approval, pending its formal adoption by the City of Needles.

Formal adoption documentation must be submitted to FEMA Region 9 within one calendar year from the date of this letter. If the adoption is not received within that timeframe, the plan must be updated and resubmitted for review.

FEMA will issue formal approval of the plan upon receipt of the adoption documentation. Adoption of the plan is required to maintain eligibility for funding under FEMA's Hazard Mitigation Assistance (HMA) programs. All funding requests will be evaluated individually based on the specific eligibility criteria and requirements of the applicable HMA program.

Please note that while local hazard mitigation plans may include additional content to meet Element H: Additional State Requirements or other local objectives, FEMA's Approvable Pending Adoption (APA) status does not constitute review or approval of any content exceeding FEMA's standard mitigation planning requirements.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

Enclosure (1)
City of Needles Plan Review Tool, dated September 25, 2025

cc: Robyn Fennig, State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services

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City of Needles

2025 Local Hazard Mitigation Plan

Cal OES/FEMA Review Draft, August 2025

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CHAPTER 1 – INTRODUCTION

Plan Purpose and Authority

Hazard events are emergencies due to a natural or human-caused event that has the potential to cause harm. These events can lead to injuries or death, affect the overall health and safety of a community, damage or destroy public and private property, harm ecosystems, and disrupt key services. Although the hazard event often gets the most attention, it is only part of a larger emergency management cycle.

Emergency planners and responders can take steps during the cycle's response, recovery, mitigation, and preparedness phases to minimize the harm caused by a disaster. The City of Needles 2024 Local Hazard Mitigation Plan (LHMP) focuses on optimizing the mitigation phase of the process.

Hazard mitigation is "any sustained action taken to reduce or eliminate long-term risk to people and property from natural or human-caused hazards and their effects."[1] This mitigation involves making a community more resilient so that when hazard events do ultimately occur, the community suffers minor damage and can recover quickly and effectively. Mitigation differs from preparedness, which involves advanced planning for how best to respond when a disaster occurs or is imminent. For example, a policy to make homes structurally stronger so they suffer minor damage during an earthquake is a mitigation action, while fully equipping emergency shelters to accommodate people who lose their homes in an earthquake is a preparedness action. Some activities may qualify as both.

The Emergency Management Cycle

Resiliency is the "capacity of any entity—an individual, a community, an organization, or a natural system—to prepare for disruptions, to recover from shocks and stresses, and to adapt and grow from a disruptive experience."[2]

Like other communities, the City of Needles (City) could suffer severe harm from hazard events. Although large disasters may cause widespread devastation, minor disasters can have more substantial effects. The City cannot make itself completely immune to hazard events, but this LHMP can help make the community a safer place to live, work, and play. This LHMP provides a comprehensive assessment of the city's threats from natural and human-caused hazard events and a coordinated strategy to reduce these threats. It identifies resources and information to help community members, City staff, and local officials understand local threats and make informed decisions. The LHMP can also support increased coordination and

[1] California Governor's Office of Emergency Services. 2017. State of California Emergency Plan. https://www.caloes.ca.gov/wp-content/uploads/Preparedness/Documents/California_State_Emergency_Plan_2017.pdf

[2] Rodin, J. 2014. The Resilience Dividend: Managing Disruption, Avoiding Disaster, and Growing Stronger in an Unpredictable World. New York: Public Affairs.

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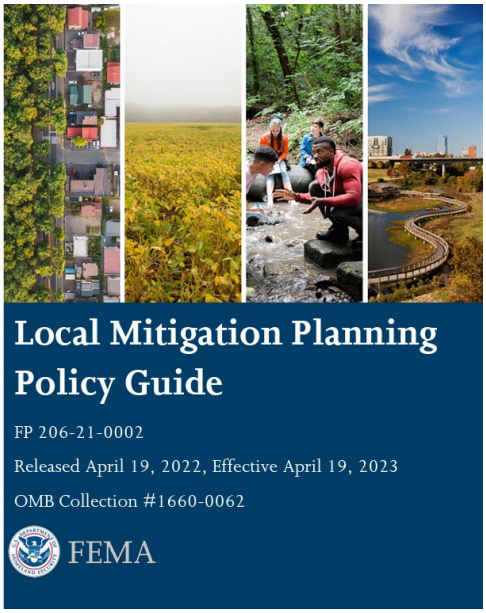
collaboration between the City, other public agencies, local employers, service providers, community members, and other key stakeholders.

Federal Authority

The City is not required to prepare an LHMP, but state and federal regulations encourage it. The federal Robert T. Stafford Disaster Relief and Emergency Act, amended by the Disaster Management Act of 2000, creates a federal framework for local hazard mitigation planning. It states that jurisdictions that wish to be eligible for federal hazard mitigation grant funding must prepare a hazard mitigation plan that meets a particular set of guidelines and submit this plan to the Federal Emergency Management Agency (FEMA) for review and approval. These guidelines are outlined in the Code of Federal Regulations, Title 44, Part 201, and discussed in greater detail in FEMA's Local Mitigation Plan Review Tool.



FEMA's Local Mitigation Planning Policy Guide

This guide provides the official policy and interpretation of the applicable statutes and mitigation planning regulation in 44 Code of Federal Regulations.

State Authority

California Government Code Sections 8685.9 and 65302.6

California Government Code Section 8685.9 (also known as Assembly Bill 2140) limits the State of California's share of disaster relief funds paid out to local governments to 75 percent of the funds not paid for by federal disaster relief efforts unless the jurisdiction has adopted a valid hazard mitigation plan consistent with the Disaster Management Act of 2000 and has incorporated the hazard mitigation plan into the jurisdiction's general plan. The State may cover over 75 percent of the remaining disaster relief costs in these cases.

All cities and counties in California must prepare a general plan, including a safety element that addresses various hazard conditions and other public safety issues. The safety element may be a stand-alone chapter or incorporated into another section, as the community wishes. California Government Code Section 65302.6 indicates that a community may adopt an LHMP into its safety element if the LHMP meets applicable state requirements. This allows communities to use the LHMP to satisfy state requirements for safety elements. As the General Plan is an overarching long-term plan for community growth and development, incorporating the LHMP into it creates a stronger mechanism for implementing the LHMP.

California Government Code Section 65302 (g)(4)

California Government Code Section 65302 (g)(4), also known as Senate Bill (SB) 379, requires that the safety element of a community's general plan address the hazards created or exacerbated by climate change. The safety element must identify how climate change is

expected to affect hazard conditions in the community and include measures to adapt and be more resilient to these anticipated changes.

Because the LHMP can be incorporated into the safety element, including these items in the LHMP can satisfy the state requirement. SB 379 requires that climate change be addressed in the safety element when the LHMP is updated after January 1, 2017, for communities that already have an LHMP or by January 1, 2022, for communities without an LHMP.

This LHMP is consistent with current standards and regulations, as outlined by the California Office of Emergency Services (Cal OES) and FEMA. It uses the best available science, and its mitigation actions/strategies reflect best practices and community values. It meets the requirements of current state and federal guidelines and makes the City eligible for all appropriate benefits under state and federal law and practices. Note that while FEMA is responsible for reviewing and certifying this LHMP, and Cal OES is responsible for conducting a preliminary review, it does not grant FEMA or Cal OES an increased role in the governance of the city or authorize either agency to take any specific action in the community.

Plan Organization and Use

The Needles LHMP is both a reference document and an action plan. It has information and resources to educate readers and decision-makers about hazard events and related issues and a comprehensive strategy that the City and community members can follow to improve resilience in the city. It is divided into the following chapters:

- **Chapter 1: Introduction.** This chapter describes the Plan's background, its goals and objectives, and the process used in its development.
- **Chapter 2: Community Profile.** This chapter discusses Needles' history, physical setting, land use, demographics, and other important community characteristics.
- **Chapter 3: Hazard Assessment.** This chapter identifies and describes the hazards that threaten Needles and discusses past and future events and the effects of climate change.
- **Chapter 4: Vulnerability Assessment.** This chapter describes each hazard's threat to Needles' key facilities and community members, including socially vulnerable individuals.
- **Chapter 5: Mitigation Strategy.** This chapter lists the mitigation actions to reduce Needles' vulnerability to hazard events and provides an overview of the community's existing capabilities to improve hazard resilience.
- **Chapter 6: Plan Maintenance.** This chapter summarizes implementing, monitoring, and updating the LHMP and opportunities for continued public involvement.

Previous Needles LHMP

This is an update to the City of Needles' 2019 LHMP, which will reinstate the City's eligibility, once approved and adopted by the City Council, to apply for FEMA grants for hazard mitigation projects and monetary relief during emergency situations. The content from the previous plan

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has been included in this document and updated accordingly. Key modifications in this plan focus on expanding the risk assessment (understanding potential losses and vulnerable populations) within **Chapter 4** and revised and modified mitigation strategies and actions within **Chapter 5**.

Key updated elements from the previous Needles LHMP include the following:

- Updated Plan Goals
- Integration of the General Plan, Housing Element, Safety Element, and Climate Adaptation Vulnerability Assessment into the Community Profile, Hazards Assessment, and Vulnerability Assessment chapters of the plan
- Expanded historic events discussions within the plan
- Updated Capabilities Assessment
- Updated Mitigation Actions and Strategies, including progress on previous actions

Previous Plan Integration

The previous LHMP has not been incorporated or integrated into any of the City's planning policies and documents. To ensure future integration occurs, **Chapter 6** of this plan includes additional guidance on how to best integrate the LHMP into the General Plan Safety Element, Emergency Operations Plan, and other planning mechanisms used by the City.

Disaster Declaration Connections

Since 2018, the following major disasters, emergency declarations, and fire management events (**Table 1-1**) have been issued by the FEMA. Past events identified in this plan have been identified in connection with these events in the "Past Events" sections within each Hazard Profile located in **Chapter 3** of this Plan. If no event has been identified in a hazard profile in Chapter 3, that indicates that a disaster declaration has not been declared for that hazard type.

Table 1-1: Disaster Declaration – San Bernardino County (2018-2023)

Year	Declaration Number	Declaration Title	Incident Type	Affected the City	Activated EOC or Requested PA
2023	DR-4699-CA	SEVERE WINTER STORMS, STRAIGHT-LINE WINDS, FLOODING, LANDSLIDES, AND MUDSLIDES	Severe Storm	No	No
2023	EM-3591-CA	SEVERE WINTER STORMS, FLOODING, AND MUDSLIDES	Flood	No	No
2023	EM-3592-CA	SEVERE WINTER STORMS, FLOODING, LANDSLIDES, AND MUDSLIDES	Flood	No	No
2021	DR-4569-CA	WILDFIRES	Fire	No	No

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2021	FM-5381-CA	BLUE RIDGE FIRE	Fire	No	No
2020	DR-4482-CA	COVID-19 PANDEMIC	Biological	Yes	No
2020	EM-3428-CA	COVID-19	Biological	Yes	No
2020	FM-5350-CA	EL DORADO FIRE	Fire	No	No
2020	FM-5325-CA	APPLE FIRE	Fire	No	No
2020	FM-5301-CA	HILLSIDE FIRE	Fire	No	No
2019	EM-3415-CA	EARTHQUAKES	Earthquake	No	No
DR = Major Disaster EM = Emergency Declaration FM = Fire Management					

Plan Goals

This plan was developed to increase resilience in Needles broadly, relying on the following revised goals.

This Plan was developed to broadly increase resilience in Needles. The following goal is from the 2011 LHMP:

1) Reduce damage and injuries from future hazards.

During the planning process, the Hazard Mitigation Planning Committee (HMPC) identified these new goals to replace the previous goals:

1) Protect against threats from natural hazards to life, injury, and property damage within the Needles community.
2) Increase public awareness of potential hazard events.
3) Preserve critical services and functions by protecting key facilities and infrastructure for the community.
4) Protect natural systems from current and future hazard conditions.
5) Coordinate mitigation activities among City departments, neighboring jurisdictions, and federal agencies.
6) Prepare for long-term change in hazard conditions associated with climate change.

Planning Process

State and federal guidance for LHMPs does not require that jurisdictions follow a standardized planning process. FEMA encourages communities to create a planning process that reflects local values, goals, and characteristics. FEMA does suggest a general planning process that follows the steps identified below:

The planning process used to create this plan for the City of Needles is described as follows:

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Hazard Mitigation Planning Committee

The City established a Hazard Mitigation Planning Committee (hereafter referred to as the HMPC). The HMPC comprises representatives from key city departments and stakeholders from local and regional agencies and companies that are key to hazard mitigation activities. **Table 1-2** identifies the members who were invited and/or attended HMPC meetings.

Table 1-2: Needles Hazard Mitigation Planning Committee (HMPC)

Name	Title	Department
Kathy Raasch	Interim Development Services Director	Development Services
Rainie Torrance	Utility Manager	Needles Public Utility Agency
Irene Romero	City Planner	Planning
Jennifer Valenzuela	Recreation Services Manager	Parks & Recreation
Cheryl Sallis	Community Services Manager	Community Services Department
Will Guzman	Building Inspector	Building & Safety
Adrian Chavez	Senior Code Enforcement	Code Enforcement
Steve Ledbetter	Contract City Engineer	Engineering
Angelica Deermer	Housing Manager	Needles Housing Authority Manager
Aaron Pfannenstiel	LHMP Project Manager	Atlas Planning Solutions
Crystal Stueve	LHMP Planner	Atlas Planning Solutions
Robert Jackson	LHMP Planner	Atlas Planning Solutions

The HMPC held two meetings throughout the plan development process to lay out the methods and approach for the Plan, draft and review content, make revisions and engage members of the public.

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- **HMPC Meeting #1 (July 31, 2024):** The HMPC members confirmed the project goals and responsibilities. They revised the community engagement and outreach strategy, confirmed and prioritized the hazards included in the Plan, and identified critical threat assessment facilities.
- **HMPC Meeting #2 (November 25, 2024):** The HMPC discussed and reviewed mitigation actions and strategies, made revisions, and assigned priorities.

Invitations and materials for meetings were provided via email. **Appendix A** contains copies of invitations, meeting agendas, sign-in sheets, and other relevant materials distributed for these meetings.

Public Engagement

Under FEMA guidelines, local hazard mitigation planning processes should create opportunities for the public to be involved in plan development—at a minimum, during the initial drafting stage and plan approval. Due to the policy changes in the post-COVID-19 pandemic world, in-person public workshops and meetings were replaced with virtual workshops, meetings, and discussion groups for health and safety reasons. A listing of several key activities of the LHMP follows.

Stakeholder Engagement

As part of the plan update process, the City invited stakeholders to review and comment on the Public Review Draft of the LHMP. These stakeholders included neighboring jurisdictions, utility providers, local school districts, energy producers, water districts, and County agencies. Information regarding this engagement opportunity can also be located in **Appendix B**. All jurisdictions and stakeholders were invited via email and/or direct communication via telephone. The following is a list of those stakeholders invited to participate in the plan development process and review.

- Colorado River Medical Center
- Fort Mohave Indian Tribe
- Mohave County Public Works
- Needles Chamber of Commerce
- Needles Regional Museum
- Needles Unified School District
- San Bernardino County Fire Protection District
- San Bernardino County Sheriff's Department
- St. Vincent De Paul Society
- Tri-State Community Healthcare

Vulnerable Populations Outreach

Based on demographics, the City recognizes that a large segment of Needles residents live below the poverty limit. Needles also has a significant number of residents older than 65 years of age in the city, which should be considered in the planning process. Additionally, those primarily speaking another language may be more linguistically isolated than in other parts of the county.

To address vulnerable population needs as part of outreach and engagement during the planning process, the City sent out a utility flyer insert. The flyer provided information regarding the LHMP planning process and provided links to access the survey and other engagement opportunities.

The purpose of this contact was to inform the residents in these locations about the LHMP update and provide an opportunity to participate in the planning process. Residents were invited to review the public review draft LHMP and provided access to an online form to submit feedback.

Future Outreach Opportunities

Recognizing that other vulnerable populations do exist in the city, this update focused on the one of greatest concern. For the next update, the City plans to enhance outreach efforts to daily workers who are employed within the city but reside elsewhere. The goal is to ensure these individuals are better informed about potential risks and challenges that may affect their well-being.

Public Engagement Opportunities

The City regularly conducts community meetings and events intended to provide useful information to participants/ attendees. In-person engagement opportunities were a central component of the City's engagement efforts. These meetings allowed members of the public to learn about the hazards of concern identified by the HMPC during this update. Atlas Planning Solutions and City staff presented the LHMP planning process and relevant information at one public engagement meeting early on in the process. Additionally, City staff advertised the public survey at various public events and through e-blasts and alerts shared throughout the city.

- **December 12, 2024** – Public Outreach Workshop: The City's consultant, Atlas, Planning Solutions, presented the City of Needles 2025 Local Hazard Mitigation Plan Update Project and planning process to the residents of the city as a part of the public outreach process. There were 12 residents in attendance. In addition to answering questions and feedback, a QR code linked to a comment card was shared to record feedback from attendees.

Appendix B includes a copy of the materials shared at the outreach meeting.

ONLINE ENGAGEMENT

The City recognized that not all community members can attend public meetings and conducted public engagement through social media and online platforms.

The City promoted the planning process through the following online methods:

- Online survey
- Needles Connect e-blast
- City of Needles website

LHMP Project Webpage

The City created a page on the City's website dedicated to the Local Hazard Mitigation Plan development to reach a broad audience and increase public engagement and participation. The webpage is a simple, one-stop location where community members can learn about the LHMP. The webpage explains what an LHMP is, why the City should have one, how it is developed, and how the public can participate in the planning process. It also includes a link to the LHMP survey described in the next section.

The webpage can be found at https://cityofneedles.com/wp-content/uploads/2024/05/Project-Website-Content.pdf.

Online Survey

The City released an online survey to community members to gather feedback on the planning process and hazards of concern. The City received 96 responses from community members and stakeholders during the survey period. Responses were received from all zip codes and areas within Needles, ensuring the entire city was represented geographically. Based on these responses, the following information was shared with the City:

- About 72% of respondents live in the City of Needles, while approximately 18% of respondents live *and* work in the City of Needles.
- According to respondents, the top (4) hazards of concern for the city are Extreme Heat, Hazardous Materials Incident, Dam Failure, and Drought. These responses confirmed that the concerns identified by City staff during the planning process were similar to those of residents who responded to the survey.
- Approximately 59% of respondents are concerned about how climate change may create new hazardous situations in the city or could make existing natural hazards worse.
- Approximately 39% of respondents believe climate change already threatens their health, property, livelihood, and overall well-being.
- Approximately 41% of respondents are familiar with the special needs of their neighbors in the event of a disaster situation (special needs may include limited mobility, severe medical conditions, or memory impairment).

As part of the outreach strategy, a QR code was created for promotional materials and handouts at fairs and booths used by City staff at community events. This QR Code provided quick access to the City's online survey.

The results from the survey were provided to the HMPC. The data was then analyzed, reviewed, and incorporated by the HMPC within the LHMP content. The data provided by the survey presented unique local insight into hazard concerns and assessed the public's overall opinion and perception of the hazards that affect Needles. The survey results are also provided in **Appendix B** of the LHMP, including the survey questions and answers.

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Social Media Outreach

The City promoted and provided information on the Hazard Mitigation Survey and the LHMP Public Review Draft on multiple social media platforms.

- City of Needles – LinkedIn account with 133 followers
- City of Needles YouTube account with 129 subscribers

PUBLIC REVIEW DRAFT

On June 11, 2025, the City released a draft copy of the LHMP for public review and comment. To ensure public access and awareness, the City distributed notifications about the Public Review Draft of the 2025 LHMP through multiple channels:

- **City Website:** A public notice announcing the draft comment period was posted on the City's official website. The notice included information on where the draft could be accessed both online and in person.
- **Public Viewing Locations:** Printed copies of the draft and the notice were made available at City Hall and at the El Garces Center, where public hearings were scheduled.
- **Newspaper Publication:** A public notice was published in the *Desert Sun*, the local newspaper, to reach a wider audience within the community.
- **Direct Stakeholder Outreach:** The City also directly emailed each identified stakeholder with a copy of the Draft 2025 LHMP. The email included information on the review process, how to submit comments, and the timeline for public input.

The Public Review Draft period extended from June 11, 2025, through July 11, 2025.

PLAN REVISION AND ADOPTION

The City received one response from a stakeholder on the plan during the public review period; however, the response didn't require any edits or modifications to the plan content or major revisions. Following public comment, the City submitted the plan to Cal OES and FEMA, initiating their review process. Upon completing this review process, City staff transmitted the final plan to the City Council for final adoption. The Needles City Council adopted the final LHMP on [Month, Day, 2024]. **Appendix C** contains a copy of the adoption resolution.

Plan Resources

The City referred to several plans, studies, technical reports, datasets, and other resources to prepare the Plan's hazard assessment, mapping, threat assessment, and other components. **Table 1-3** provides some of the HMPC's primary resources to prepare this Plan.

TABLE 1-3: KEY RESOURCES FOR PLAN DEVELOPMENT		
Section	**Key Resources Reviewed**	**Data Incorporated from Resource**
Multiple	• Cal-Adapt • California Department of Conservation • California Geological Survey • California Office of Emergency Services • California State Hazard Mitigation Plan • City of Needles General Plan • FEMA Local Hazard Mitigation Plan Handbook • National Oceanic and Atmospheric Administration • National Weather Service • US Geological Survey • US Census Bureau 2018-2022 American Community Survey • San Bernardino County Vulnerability Assessment • San Bernardino County Hazard Mitigation Plan	• Science and background information on different hazard conditions • Records of past disaster events in and around Needles • Current and anticipated climate conditions in and around Needles • Projections of future seismic conditions and events
Community Profile	• US Census Bureau 2018-2022 American Community Survey • California Energy Commission	• Demographic information for Needles and San Bernardino County • History of the region • Economic trends in Needles • Commute patterns in Needles • Local land-use patterns • Background information on utilities serving Needles • Current Climate information in Needles
Hazard Assessment		
Dam Failure	• California Department of Water Resources • San Bernardino County Flood Control District • US Army Corps of Engineers	• Mapping of dam failure inundation areas • Profiles and conditions of dams in and around Needles
Flood	• FEMA Map Service Center • San Bernardino County Flood Control District	• Records of past flood events in and around Needles • Locations of flood-prone areas in Needles

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Hazardous Materials Release	• Department of Toxic Substances and Control • Environmental Protection Agency • Cal OES Spill Reporting Database	• Location and dates of past hazardous materials release • Effects of hazardous materials release
Human-Caused Hazards – Cyber Threat	• Cyber Security Index	• Rate of Cyber Attacks over a period of time
Human-Caused Hazards – Transportation Accidents	• National Transportation Safety Board (NTSB)	• Records of past transportation accidents
Seismic and Geologic Hazards	• Southern California Earthquake Data Center • The Third California Earthquake Rupture Forecast (UCERF3) • California Geological Survey	• Location of fault zones • Records of past earthquakes • Probability of future earthquake events • Location of seismically vulnerable areas
Severe Weather	• Cal Adapt • California Department of Water Resources • US Drought Monitor • Western Regional Climate Center •	• Historic drought information • Current drought conditions • Science and background information on extreme weather events • Historical record of extreme weather events in and around Needles
Wildfire	• California Department of Forestry and Fire Prevention • Fire and Resource Assessment Program	• Records of past fire events • Location of fire hazard zones in and around Needles
Note: Sections not individually identified in this table relied primarily on sources identified in multiple sections.		

CHAPTER 2 –
COMMUNITY PROFILE

The Community Profile section of the LHMP describes Needles, including information about the community's physical setting, history, economy and demographics, current and future land uses, and key infrastructure. The Community Profile helps establish the baseline conditions in Needles, which informs the development of the hazard mitigation strategies and actions in **Chapter 5**.

Setting and Location

The City of Needles is located within the Mojave Desert in eastern San Bernardino County, CA. The city sits along the western bank of the Colorado River, near the Arizona border. Needles covers approximately 30 square miles and sits at an elevation of 488 feet. The city is accessible via Interstate 40 and U.S. Route 95.

The city is in a desert environment and experiences temperature extremes. The temperatures range from 40-80 degrees Fahrenheit in winter, autumn, and spring. The temperatures are typically above 100 degrees in the summer but may exceed 120 degrees on extreme days. The city experiences an average of 310 sunny days yearly, compared to the national average of 205. Precipitation averages 4.7 inches per year, with an equal amount falling during the monsoon season (summer) and winter. When precipitation occurs, it tends to be in the form of a cloudburst. It rains so hard that the soil becomes inundated and cannot absorb the water, leading to flash flooding.

History

Founded in 1883, Needles is one of the oldest cities in San Bernardino County. The city was incorporated on October 30, 1913, and became a charter city on January 28, 1959. Located in the heart of the lower Colorado River recreation area just across the bridge from Arizona and just minutes to Nevada (the “Tri-State” area), Needles is the gateway to the Golden State.

The Needles Eye newspaper office, circa the late 1890s. Photo provided by the City of Needles.

The Aha Macav (now federally designated as the Fort Mojave Indian Tribe) has managed their desert homeland's natural resources for as long as 8,000 years. There is evidence to suggest that the ancestors of today’s Mojave people migrated into the mountains and valleys along the Colorado River soon after the last ice age.

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In 1776, Father Francisco Garces was the first white man to visit the homeland of the Mojave. The United States Army established Camp Colorado (later changed to Ft. Mojave) on the east side of the Colorado River in 1859 to protect settlers migrating west.

In 1883, the first railroad crossed the Colorado River from Topock in Arizona Territory to the present site of Needles. The town of Needles was formed at that time. Needles became a regular stop for the Santa Fe Railroad and served as an icing station for the fruits and vegetables shipped east from California's fields and orchards. Today, Needles remains an important part of the backbone of America's shipping – the railroad.

Demographics

The data used in this section comes from the most comprehensive American Community Survey 2017 – 2022 (ACS), administered by the United States Census Bureau (U.S. Census) completed in 2022, and the California Department of Finance (DOF). Based on this dataset, Needles' projected population is 4,931, with a median age of 48.8. This median age is approximately 14.9 years older than the average median age in San Bernardino County (33.9). The percentage of children under the age of 10 is lower (8.6%) than the rest of San Bernardino County, which is 13.6%. The percentage of senior residents (aged 65 and older) in the city is 21.6%, which is significantly higher than the rest of San Bernardino County (11.9%). Needles residents have a lower median income than the rest of San Bernardino County. In addition, a higher proportion of Needles' residents rent their homes (42.4%) than the rest of San Bernardino County residents (38.9%).

Table 2-1 identifies the basic demographics for Needles and San Bernardino County according to the 2022 ACS 5-year projections. Note that these statistics may vary from the demographic information in **Chapter 4**, Threat Profiles, as that data set comes directly from ESRI's Business Analyst Tool.

TABLE 2-1: BASIC DEMOGRAPHICS—NEEDLES & SAN BERNARDINO COUNTY

Demographic	Needles	San Bernardino County
Total Population	4,931	2,180,563
Percent of children who are less than 10 years old	8.6%	13.6%
Percent of residents who are senior citizens (65+)	21.6%	11.9%
Median Age	48.8	33.9
Total households	2,016	659,928
Median household income	$38,368	$77,423
Percent of rental households	42.4%	38.9%

Sources: American Community Survey (2017-2022), ACS 2022 5-Year Projections
* 2022 Census projections identify an estimated population of 4,900 which is used in Chapter 4 of this plan.

Regarding its racial and ethnic composition, Needles is a white-majority city, with 67.4% of all Needles residents identifying as white. According to the ACS, this population makeup differs from San Bernardino County, where most of the population identify as Hispanic or Latino. **Table 2-2** shows the racial and ethnic composition of all Needles and San Bernardino County groups.

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Needles residents have attained lower education levels than San Bernardino County residents. For example, a lower percentage of the city's population has earned a bachelor's degree (7.0%) compared to the rest of San Bernardino County (14.5%). Similarly, a lower percentage of the city has attained a graduate or professional degree (2.7%) compared to San Bernardino County (8.5%). However, more residents in Needles have a high school diploma or equivalent (33.7%) compared to San Bernardino County residents (28.7%). **Table 2-3** shows all levels of educational attainment of residents 25 years of age or older in both Needles and San Bernardino County, according to the American Community Survey as of 2022.

TABLE 2-2: DETAILED DEMOGRAPHIC BREAKDOWN—NEEDLES & SAN BERNARDINO COUNTY

Race or Ethnicity	Needles		San Bernardino County	
	Population	Percentage	Population	Percentage
White	3,322	67.4%	975,461	44.7%
Black	121	2.5%	171,762	7.9%
American Indian and Alaskan Native	445	9.0%	25467	1.2%
Asian	60	1.2%	169,063	7.8%
Native Hawaiian and Other Pacific Islander	12	0.2%	7,333	0.3%
Some Other Race Alone	415	8.4%	484,024	22.2%
Two or more races	556	11.8%	347,453	15.9%
Hispanic or Latino (of any race) *	1,255	25.5%	1,200,147	55.0%
Total	**4,931**	**100%**	**2,180,563**	**100%**

* The US Census Bureau does not currently count persons who identify as Latinx as a separate racial or ethnic category. Persons who identify as Hispanic or Latinx are already included in the other racial or ethnic categories

Note: Percentage values are rounded to the nearest tenth decimal.

Source: U.S. Census Bureau, 2022 American Community Survey (ACS) – Needles and San Bernardino County

TABLE 2-3: EDUCATIONAL ATTAINMENT OF RESIDENTS 25+ YEARS OF AGE

Educational Attainment	Needles		San Bernardino County	
	Number	Percentage	Number	Percentage
Less than 9th grade	154	4.2%	129,465	9.2%
9th grade to 12th grade (no diploma)	595	16.3%	124,445	8.8%
High school graduate or equivalent	1,230	33.7%	405,744	28.7%
Some college (no degree)	1,107	30.3%	311,528	22.1%
Associate's degree	207	5.7%	115,913	8.2%
Bachelor's degree	256	7.0%	205,233	14.5%
Graduate or professional degree	100	2.7%	119,723	8.5%
Total	**3,649**	**100%**	**1,412,051**	**100%**

Note: Percentage values are rounded to the nearest tenth decimal.

Source: U.S. Census Bureau, 2022 American Community Survey (ACS) – Needles and San Bernardino County

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Needles has a wide range of non-English languages spoken at home among its residents, with varying proficiency levels. Generally, Spanish is the second most spoken language in Needles, with approximately 17.5% of the population speaking English less than "very well." Asian and Pacific Islander languages are Needles' third most spoken language category, with 89.7% of the population speaking English less than "very well." This is similar to populations in San Bernardino County, where Spanish is the second most spoken language and Asian and Pacific Islander is the third most spoken language category. **Table 2-4** shows the most spoken languages and the levels of fluency among speakers aged five years and older in Needles and San Bernardino County, according to the ACS.

TABLE 2-4: ENGLISH PROFICIENCY AND LANGUAGES SPOKEN AT HOME AMONG RESIDENTS AGED 5+ YEARS

Languages	Needles			San Bernardino County		
	Number of speakers	Speak English "less than very well"	% not fluent in English	Number of speakers	Speak English "less than very well"	% not fluent in English
English only	4,184	_	_	1,153,879	--	--
Spanish	435	76	17.5%	723,044	237,418	32.8%
Indo-European*	6	0	0%	29,093	7,283	25.0%
Asian and Pacific Islander*	29	26	89.7%	109,024	50,873	46.7%
All other languages	55	2	3.6%	20,594	6,700	32.5%
Total	**4,709**	**106**	**110.8%****	**2,035,634**	**302,274**	**34.3%****

*Census data does not breakdown the specific languages for languages spoken in these regions.
**Due to these figures only being a percentage of the overall number of speakers, they will not add up to 100%.
Source: U.S. Census Bureau, 2022 American Community Survey (ACS) – Needles and San Bernardino County

Economy and Commute Patterns

Needles has a diverse economy of employers from various sectors, including agriculture, public administration, healthcare, and education, with a total employment base of 2,804 jobs for employees. Some of the city's top employers include Burlington Northern Santa Fe Railroad, Colorado River Medical Center, Needles Unified School District, and various entities in the cannabis industry. **Table 2-5** shows the top ten employment sectors in Needles, according to the City's 2022-2025 Marketing Plan.

As of 2022, over 1,700 Needles residents are employed, with approximately 477 (28.1%) working within the city. The remaining workforce commutes from surrounding cities throughout the region. **Table 2-6** shows the top five cities contributing to Needles' workforce, accounting for approximately 62.2% of those employed within the city.

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TABLE 2-5: EMPLOYMENT BY INDUSTRY IN NEEDLES		
Industry	**Number of Jobs**	**Percentage of Total City Employment**
Public Administration	533	19.0%
Agriculture – Cannabis-related	509	18.2%
Health Care and Social Assistance	359	12.8%
Arts/Entertainment/Recreation	351	12.5%
Education	329	11.7%
Retail	219	7.8%
Other Services	131	4.7%
Real Estate & Rental/Leasing	64	2.3%
Transportation & Warehousing	60	2.1%
Construction	49	1.7%
Total	**2,275**	**92.8%**

Source: City of Needles, CA Marketing Plan 2022-2025
Percentage rounded to the nearest tenth percentage.

TABLE 2-6: TOP FIVE CITIES-OF-ORIGIN FOR NEEDLES' WORKFORCE (2021)		
City of Origin	**Number of Employees**	**Percentage**
Needles, CA	477	33.1%
Lake Havasu City, AZ	166	11.5%
Mohave Valley, AZ	91	6.3%
Fort Mohave, AZ	83	5.8%
Bullhead City, AZ	79	5.5%
Total	**689**	**62.2%**

Source: https://onthemap.ces.census.gov/

While most Needles' residents commute outside the city for work, most commuting residents (47.1%) travel between 50 miles or greater to reach their place of employment—most of those trips heading into the Los Angeles or San Bernardino areas. The city has convenient access to Amtrak at the El Garces Intermodal Transportation Facility and highway and interstate access with routes connecting to Barstow, Kingman, and Las Vegas. **Table 2-7** shows the outflow of workers from Needles to other regional worksites.

TABLE 2-7: WORK COMMUTE DISTANCES FOR NEEDLES RESIDENTS (2021)		
Work Destination	**Number of Employees**	**Percentage**
Less than 10 miles	594	36.9%
10 to 24 miles	160	10.0%
25 to 50 miles	97	6.0%
Greater than 50 miles	757	47.1%
Total	**1,608**	**100%**
Source: https://onthemap.ces.census.gov/		

Development Trends

Needles is located within a somewhat isolated part of eastern San Bernardino County. From 2010 to 2021, the city's population increased from 4,844 to 5,353 (approximately 10.5%). Growth forecasts prepared by the Southern California Association of Governments (SCAG) estimate that Needles' population could surpass 6,000 people sometime between 2020 and 2035. At this rate, the population is expected to grow by less than 1 percent per year. Since 2019, the City has experienced a decrease in housing stock, from 2,897 (2019) to 2,867 (2021). The loss of housing units by fire and no new units being built in over a decade has contributed to the city's decrease in housing stock. Additionally, a decrease could also be contributed to units originally classified as residential converted for commercial use. Of the approximately 2,867 residential units within the City, 69.3% are single-family, 16.9% are multi-family, and 13.7% are mobile homes. In Needles, 25.3 percent of housing is less than 30 years old, and nearly 75 percent is at least 30 years old. In other words, almost 8 in 10 homes in Needles most likely require some degree of repair. **Figure 2-1** shows land use and zoning for the city.

According to the 2021-2029 City of Needles Housing Element, the City has a state-mandated regional housing needs allocation (RHNA), residential development requirement, and housing allocation of 87 units. The RHNA process is part of the Housing Element Law used to determine how many new homes and the affordability of those homes each local government must plan for in its Housing Element. Currently, the city has ample vacant sites and zoned land to meet and exceed the RHNA. The City has other strategies outlined in the Housing Programs section of the 2021-2029 Housing Element, which can be accessed on the City of Needles website here.

Vulnerability and Risk Reduction

All new development and redevelopment occurring in the amended zoning areas will provide the city with hazard vulnerability and risk reduction. This reduction will occur due to the anticipated improvements and investments implemented in these older parts of the city due to these amendments to the General Plan and zoning regulations. In addition, the new developments that will be built will comply with the most up-to-date building codes and use the latest techniques, further reducing vulnerabilities throughout the city.

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Major Community Components

El Garces Historic Train Depot

El Garces Train Depot is a historic freight and passenger depot in Needles, along Route 66. Opened in 1908, the train depot was built to model a Greek temple and included a hotel and restaurant amenities. The depot was named after Father Francisco Garces, the first European to cross the Mojave Desert. As automobile travel became more accessible to people with a wider range of incomes, who often could afford to travel but not to dine or stay at a place as elegant as El Garces, El Garces closed in 1949, at which time the building was partitioned and used as Santa Fe Railway offices. In 1988, the Santa Fe Railroad moved to another facility and closed the building. Abandoned, El Garces was under threat of destruction until 1993, when a local group called Friends of El Garces formed and petitioned the City to purchase the station. In 1999, the City of Needles purchased El Garces. The National Park Service recognized the building's significance in 2002 by listing it in the National Register of Historic Places. In 2014, the facility opened as an Intermodal Transportation Facility. In 2016, Amtrak opened a dedicated waiting room for passengers. A room is also available for community events in what was formerly the luggage room.[3]

Colorado River

The Colorado River runs along the easter portion of the city. Along the river are sandy beaches and waterfront campgrounds. People travel from neighboring states for boating and various other water activities that can be enjoyed on the Colorado River.

Moabi Regional Park

Located along the banks of the Colorado River, at the California and Arizona state lines, Moabi is the place where people can enjoy water recreation and beautiful scenery. Moabi Regional Park Campground offers a mix of group/tent camping and dedicated campsites. Fishing, hiking, boating, and off-road driving are popular activities in Moabi. The Pirate Cove Resort, a hot spot popular among boaters and RVers, operates the park.[4]

Infrastructure Assessment

Infrastructure plays a vital role in mitigating the effects of hazard events. When infrastructure fails, it can exacerbate the effects of a hazard event or create complications for rescue workers trying to reach victims. For example, fallen utility poles resulting from strong winds or seismic activity can obstruct roadways and prevent emergency vehicles from reaching affected areas. The following are Needles' electrical, gas, water and wastewater, and infrastructure transportation networks.

[3] National Park Service. California: El Garces. https://www.nps.gov/places/el-garces.htm

[4] San Bernardino County Regional Parks. Moabi Regional Park. https://parks.sbcounty.gov/park/moabi-regional-park/

Electricity Service

Through the Needles Public Utility Authority (NPUA), the City owns and operates the electric utility. The electric system expands from the Nevada state line, south of Laughlin, Nevada, to Topock, Arizona. Needles' peak electric demand is 26.72 MW (as of July 2024), serving approximately 3,000 customers. The Western Area Power Administration (WAPA) delivers energy to the City of Needles on a 69KVA transmission line. The distribution line crosses the river in town at 3240 Needles Hwy, the firehouse switchyard. The City of Needles also has a back 69KVA Line from the Nora McDowell Substation located 15 miles north of Needles. The electric department is under direct supervision from the Utility Manager and City Manager; there is one Power Line Supervisor, two power line technicians, and three apprentice linemen.

The threat of wildfires in California is real and growing. One critical tool used to prevent wildfires is the Public Safety Power Shutoff (PSPS) circuits, in which power providers may temporarily shut off power to circuits during dangerous weather conditions to prevent their electric system from becoming a source of ignition, resulting in a wildfire. These safety shutoffs are a measure of last resort for keeping residents and the community safe. Although no part of the Electric Company's service territory is located in the California Public Utilities Commission High Fire Threat Districts, and there have been no PSPS events in the city, the NPUA has the authority to conduct a PSPS event if fire-threat conditions occur.[5]

Natural Gas

The Southwest Gas Company provides natural gas to Needles and surrounding jurisdictions. Southwest Gas owns and operates transmission lines throughout San Bernardino County to ensure sufficient natural gas throughout the region. If these lines are damaged, there is potential for interrupting natural gas flow and delivery throughout the region. Additionally, natural gas ignites easily. Any rupture in a transmission line could cause additional damage to properties near the leak due to fire from the escaped natural gas. The presence of this infrastructure creates unique challenges for the city from an emergency management perspective. Including hazards associated with damage to this infrastructure is an important element of an effective response to future incidents involving natural gas use and transmission.

Water Service

The City of Needles Water Department provides water to its residents and other customers. Groundwater is the source of Needles' water supply. Approximately 781 million gallons per year are pumped from four wells. The wells are approximately 100 feet deep. The water distribution system consists of 66 miles of lines varying from 2" to 16" in diameter. Water storage capacity for the Needles water supply is provided by two 1.5 million gallon tanks for the lower pressure zone, one 1.5 million gallon tank, and one 100,000 gallon tank for the upper pressure zone. Drinking water standards are established by the State Water Resource Control Board and the United States Environmental Protection Agency (EPA) in compliance with the Safe Water

[5] Needles Public Utility Authority Wildfire Mitigation Plan. 2023. https://cityofneedles.com/wp-content/uploads/2023/06/NPUA-Wildfire-Mitigation-Plan-2023-4.0.pdf

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Drinking Act. The City follows these standards and publishes them yearly in its Consumer Confidence Report.[6]

Wastewater Treatment

The City's Wastewater Department is responsible for managing the City's sanitary sewer collection system. The field operation and maintenance services are fulfilled by City staff. The collection system consists of 19.25 miles of sewer line, 3.6 miles of Force Main, 4 lift stations, 390 manholes, and a 1.2 mgd wastewater treatment plant (WWTP). The sewer system was first installed in 1950. The City has four lift stations. Once reaching the WWTP, the effluent water is pumped to the City's Percolation Ponds. Here, the water percolates back into the ground and starts the life cycle all over again. The City receives Colorado River recharge credits for all water percolated back into the ground from the effluent. In Needles, the last of the sewer service on the south side goes as far as Victory Drive & Cherry; on the north side, it goes to Pashard Ave. Needles has several septic systems, mostly in North Needles along the Colorado River.[7]

Transportation System

Private automobiles are the dominant means of transportation in Southern California and the City of Needles. However, the City of Needles meets its public transportation needs through the Needles Area Transit (NAT). In addition to route service in and around Needles, the NAT provides the following services:

- **Dial-A-Ride:** Provides specialized, curb-to-curb transportation for seniors (55+) and persons with disabilities within the City of Needles.
- **Medical Transportation:** Provides all Needles residents with medical transportation to Valley View Medical Center or Bullhead City Medical Facilities.
- **Shopper Shuttle:** Provides shuttle services to Walmart, Safeway, Smith's, and CVS in Fort Mohave.

[6] City of Needles. Water Department. https://cityofneedles.com/services/water-department/

[7] City of Needles. Wastewater. https://cityofneedles.com/services/waste-water/

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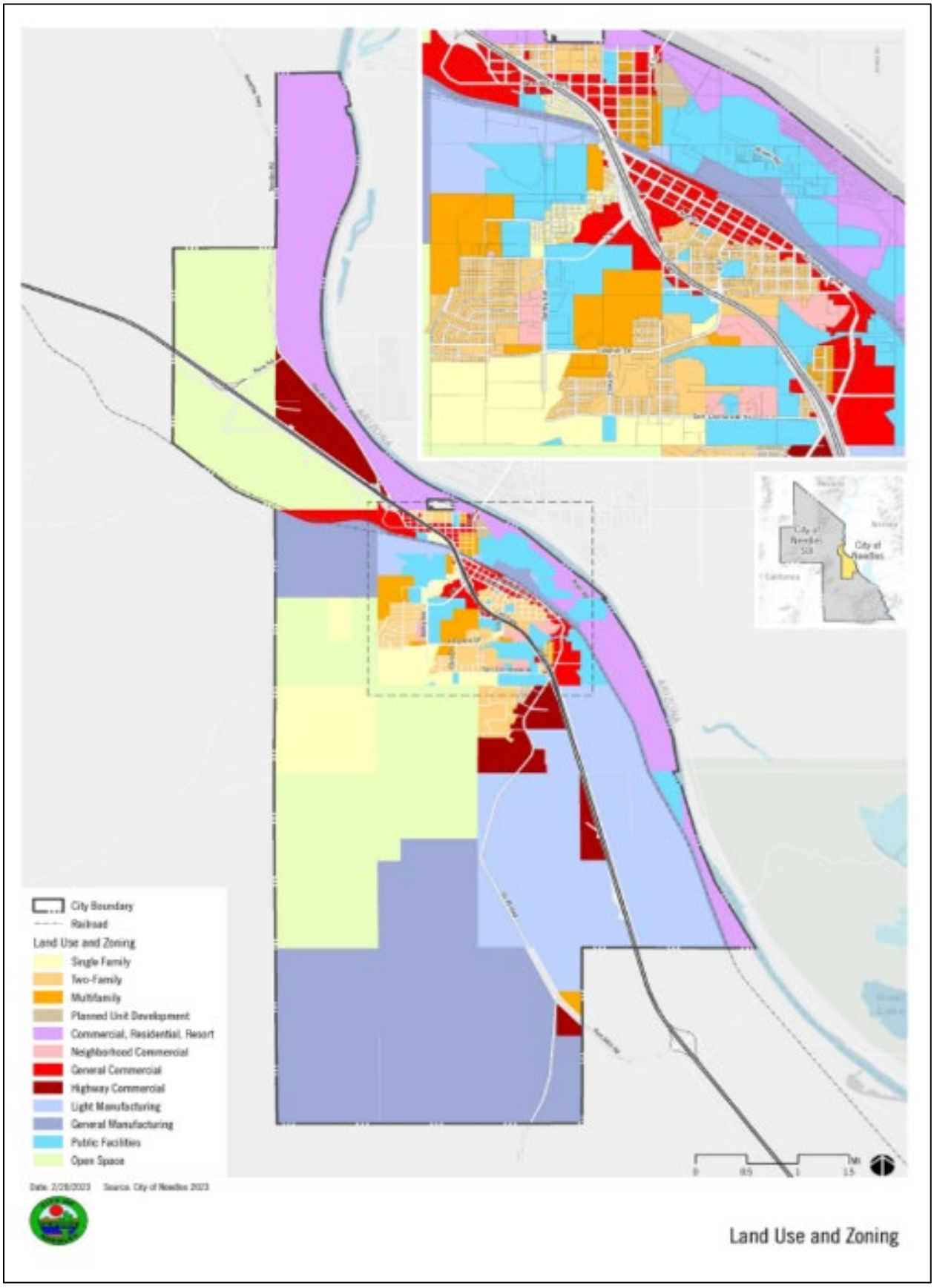
Figure 2-1: Land Use and Zoning Map



CHAPTER 3 – HAZARD ASSESSMENT

Hazard Profiles

This chapter discusses the types of hazards that might reasonably occur in Needles. It describes these hazards and how they are measured, where they may occur, a history of these hazards in and around the city, and the future risk they pose. The discussion of future risks includes changes to the frequency, intensity, and/or location of these hazards due to climate change. This chapter also discusses how the HMPC selected and prioritized this Plan's hazards.

Hazard Identification

FEMA guidance identifies several hazards that communities should evaluate for inclusion in a hazard mitigation plan. Communities may also consider additional hazards for their plans. The HMPC reviewed an extensive list of hazards and excluded those that do not pose a significant threat to Needles. **Table 3-1** lists the hazards considered and explains the reasoning for inclusion/exclusion. For context, this table also shows if a hazard is recommended for consideration by FEMA if it is included in the 2023 California State Hazard Mitigation Plan (SHMP) and if it is included in the San Bernardino County Hazard Mitigation Plan (SB HMP). This table does not include all potential impacts; the table is based on FEMA and State guidance and the most probable impacts within Needles. As a result, some hazards like war or foreign invasion are better addressed at the Federal level.

Table 3-1: Hazard Evaluation for Needles LHMP

Hazard	Recommended for Consideration	Included in LHMP?	Reason for Inclusion or Exclusion
Agricultural Pests	SHMP	No	Needles has minimal agricultural uses within the city that contribute to the economy. Concerns regarding agricultural pests are not a significant concern citywide.
Air Pollution	SHMP	No	Air pollution is a state and regional issue addressed through plans and regulations administered by the Mojave Desert Air Quality Management District and/or California Air Resources Board. Since the City has little control over regulating air quality, this hazard was not included.
Aircraft Incident	SHMP	No	The city is located approximately 24 miles from Laughlin/Bullhead International Airport and approximately 35 miles from Lake Havasu City Airport. Given the distance and lack of history associated with this hazard in the city, it was determined that it should not be included in the plan.

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TABLE 3-1: HAZARD EVALUATION FOR NEEDLES LHMP			
Hazard	**Recommended for Consideration**	**Included in LHMP?**	**Reason for Inclusion or Exclusion**
Aquatic Invasive Species	SHMP	No	There are no major bodies of water within the city, which would create a concern regarding aquatic invasive species. This was not deemed a concern by the City.
Avalanche	FEMA guidance SHMP	No	There is no potential for avalanches to occur within the city.
Civil Disturbance or Riot	SHMP	No	The city has no major tourist destinations or facilities that allow large crowds of people to gather. This is not a concern for the City.
Climate Change	SHMP SBC HMP	Yes	Climate change is a concern identified by the HMPC and has been included within each hazard profile where relevant.
Coastal Flooding and Storm	FEMA guidance SHMP	No	Based on its distance from the coast, coastal flooding and storms are not a concern for the City.
Cyber Threats	SHMP	Yes	The growing threat of cyber security and data breaches has increasingly become a potential hazard of concern for the City.
Dam Failure	FEMA guidance SHMP SBC HMP	Yes	There are several dams and reservoirs that could affect the city in the event of failure. The HMPC identified dam failure as a potential hazard of concern.
Drought	SHMP SBC HMP	Yes	Droughts are a recurring hazard in Needles and Southern California and can affect city water supplies.
Energy Shortage	SHMP	Yes	Although the Needles Electric Company has a long history of reliability, the HMPC has identified this as a hazard of concern due to energy demands during the extreme heat of the summer months.
Epidemic, Pandemic, Vector-Borne Disease	SHMP	No	Needles is in San Bernardino County, which has experienced several health-related incidents in the past. The city and the rest of the country have recently responded to the COVID-19 pandemic, which has impacted staff and resources. However, the HMPC felt this issue did not need to be addressed within the LHMP.
Erosion	FEMA guidance SHMP	No	The city has not experienced many major cases of erosion; the HMPC decided it was not a concern for the City.
Expansive Soil	FEMA guidance	Yes	The City has identified expansive soils as a hazard of concern.
Extreme Cold	FEMA guidance SHMP	No	Temperatures in Needles rarely fall to a level that would be considered a danger to public safety. This was not identified as a hazard of concern in the city.

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TABLE 3-1: HAZARD EVALUATION FOR NEEDLES LHMP			
Hazard	**Recommended for Consideration**	**Included in LHMP?**	**Reason for Inclusion or Exclusion**
Extreme Heat	FEMA guidance SHMP	Yes	Extreme heat conditions regularly occur in the city and are expected to be a future recurring issue. The City identified this as a concern.
Fault Rupture	FEMA guidance SHMP SBC HMP	No	Alquist-Priolo fault zones occur within the county; however, there are no Alquist-Priolo fault zones in the city.
Flooding	FEMA guidance SHMP	Yes	Portions of the city are located within floodplains and have experienced historic flooding. More localized floods also occur during the monsoons. This has been identified as a hazard of concern for the City.
Fracking	SHMP	No	Fracking does not occur in Needles.
Hail	FEMA guidance	No	Hail that is severe enough to pose a threat to people and property is not a concern identified by the HMPC.
Hazardous Materials release	SHMP	Yes	Hazardous material spills occur most frequently along railroad tracks and major highways, both of which run through the center of Needles. This is a hazard of concern for the City.
Hurricane	FEMA guidance SHMP	No	Hurricanes do not occur in Needles.
Infrastructure Failure	SHMP	No	Infrastructure failure can pose a threat to people and property in Needles. Infrastructure failure is discussed as a function of other hazards.
Landslide	FEMA guidance SHMP	No	The HMPC did not identify this as a hazard of concern for the City.
Levee Failure	SHMP	No	The HMPC identified flooding as a hazard of concern, given the lack of levees within the city; however, this was not identified as a hazard of concern.
Lightning	FEMA guidance	No	Although lightning occasionally occurs in Needles, it does not pose a significant threat to people or property.
Liquefaction	FEMA guidance SHMP SBC HMP	No	This is not an issue in Needles and was not identified as a hazard of concern by the HMPC.
Methane-containing Soils	SBC HMP	No	The city does not have methane-containing soils that pose a threat to the public health and safety of residents and businesses. The HMPC did not identify this as a hazard of concern to the City.

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TABLE 3-1: HAZARD EVALUATION FOR NEEDLES LHMP			
Hazard	**Recommended for Consideration**	**Included in LHMP?**	**Reason for Inclusion or Exclusion**
Natural Gas Pipeline Hazards	SHMP	Yes	Natural gas transmission pipelines are located within the city and could pose a danger to people and property if they breach and release their contents into the community; therefore, the HMPC has identified this as a hazard of concern.
Oil Spills	SHMP	No	There is no history of oil drilling and extraction within the city. Based on this, the HMPC did not identify this as a hazard of concern to the City.
Power Failure	SHMP	Yes	Although the Needles Electric Company has a long history of reliability, the HMPC has identified this as a hazard of concern due to energy demands during the extreme heat of the summer months.
Radiological Accidents	SHMP	No	There are no known major radiation sources in Needles or the immediate surrounding area that could seriously threaten the community.
Sea-level Rise	FEMA guidance SHMP	No	Needles is not located within close proximity to the ocean.
Seiche	FEMA guidance SHMP	No	The HMPC did not identify this as a hazard of concern for the City.
Seismic Shaking	FEMA guidance SHMP SBC HMP	Yes	Needles is in a seismically active area where shaking can be severe enough to damage property or cause loss of life. For this reason, the HMPC determined it should be addressed in this plan.
Severe Wind	FEMA guidance	Yes	Severe wind events are a common occurrence within the city and Southern California. This hazard is included in the Severe Weather profile and is referred to as severe wind.
Severe Weather and Storms	FEMA guidance SHMP SBC HMP	Yes	Severe Weather includes discussions regarding severe wind, extreme heat, and thunderstorms, which are weather-related hazards that are most common in Needles.
Storm Surge	FEMA guidance	No	The HMPC did not identify this as a hazard of concern since the city is not located near the California coastline.
Subsidence	FEMA guidance	No	The HMPC did not identify subsidence as a hazard of concern for the City.
Mass-Casualty Incident (Terrorism)	SHMP	No	The HMPC did not identify this as a hazard of concern.
Thunderstorm	SHMP	Yes	The monsoons that occur in the city can bring dangerous thunderstorms. This hazard is discussed as part of the Severe Weather and Storms category.

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TABLE 3-1: HAZARD EVALUATION FOR NEEDLES LHMP			
Hazard	**Recommended for Consideration**	**Included in LHMP?**	**Reason for Inclusion or Exclusion**
Tornadoes	FEMA guidance SHMP	No	Tornadoes are not a typical occurrence in the county or city; therefore, the City did not identify this as a hazard of concern.
Transportation Accidents	SHMP	Yes	The HMPC identified this as a hazard of concern due to the highway and rail infrastructure in and around the city.
Tree Mortality	SHMP	No	The HMPC did not identify this as a hazard of concern for the City.
Tsunami	FEMA guidance SHMP	No	The HMPC did not identify tsunamis as a hazard of concern since the city is not located near the California coastline.
Urban Fire	SHMP SBC HMP	No	The HMPC did not identify urban fires as a risk to property and life in Needles.
Volcano	SHMP	No	There are no volcanoes near Needles that pose a reasonable threat.
Wildfire	FEMA guidance SHMP	Yes	The HMPC identified wildfire as a major threat to the city.

After hazard evaluation and the organizational changes were made by the HMPC, this Plan discusses eight broad hazard types with their respective sub-categories (**Table 3-2**), including climate change, which is discussed in each hazard profile:

TABLE 3-2: HAZARD CATEGORIES AND SUB-CATEGORIES	
Hazard Category	**Sub-Categories**
Seismic Hazards	Seismic Shaking
Wildland Fires	
Severe Weather	Drought, Extreme Heat, Severe Wind, Thunderstorms
Infrastructure Failure	Energy Shortage, Power failure (PSPS)
Geologic Hazards	Expansive Soils
Flood	Dam Failure
Human-Caused Hazards	Cyber Threats, Hazardous Materials Incident, Natural Gas Pipeline Hazards, Transportation Accident
Climate Change	(*Discussed in all relevant Hazard Categories)*

Hazard Scoring And Prioritization

The HMPC followed FEMA guidance for hazard mitigation plans and prioritized each of the eight hazards and their respective subcategories. In the initial step, it assigned a score of 1 to 4 for each of the hazards for the following criteria:

- **Probability:** The likelihood that the hazard will occur in Needles in the future.
- **Magnitude/Severity:** The severity of the direct damage of the hazard to Needles.

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- **Warning Time:** The time the city has before a disaster event/hazard impacts Needles.
- **Duration:** The time that the disaster event will affect Needles.

The HMPC assigned a weighting value to each criterion, giving a higher weight to the criteria deemed more important and multiplied the score for each criterion by weighing the factor in determining the overall score for each criterion.

FEMA recommended these weighting values:

- **Probability:** 2.0
- **Location:** 0.8
- **Maximum Probable Extent (Primary Impact):** 0.7
- **Secondary Impacts:** 0.5

After calculating the total impact score for each hazard (sum of the location, maximum probable extent, and the secondary impact). FEMA guidance recommends multiplying the total impact score by the overall probability to determine the final score for each hazard. A final score between 0 and 12 is considered a low-threat hazard, 12.1 to 42 is a medium-threat hazard, and a score above 42 is considered a high-threat hazard. This final score determines the prioritization of the hazards. **Table 3-3** depicts the criterion for the scoring for each hazard as previously discussed, including probability, location, primary impact, and secondary impacts.

In compliance with the Disaster Mitigation Act (and as further specified by Interim Final Rule 44 CFR Section 206.401(c)(2)(i)), this LHMP addresses, in substantial detail, the primary hazards facing the city. Lower-priority hazards are addressed at a lesser level of detail due to their relatively reduced impacts, as identified in the hazard assessment discussion. **Table 3-4** shows each hazard's criterion scores, final score, and threat level based on the above prioritization process.

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TABLE 3-3: CRITERION SCORING				
CPRI Category	Degree of Risk Chart			Assigned Weight Factor
	Level ID	Description	Index	
Probability	Unlikely	• Extremely rare with no documented history of occurrences or events. • Annual probability of less than 0.001	1	45%
	Possible	• Extremely rare with no documented history of occurrences or events. • Annual probability of between 0.01 and 0.001	2	
	Likely	• Occasional occurrence with at least two or more documented historic events. • Annual probability of between 0.1 and 0.01	3	
	Highly Likely	• Frequent events with a well-documented history of occurrence. • Annual probability of greater than 0.1	4	
Magnitude/Severity	Negligible	• Negligible property damages (less than 5% of critical and non-critical facilities and infrastructure) • Injuries or illnesses are treatable with first aid and there are no deaths • Negligible quality of life lost • Shut down of critical facilities for less than 24 hours	1	30%
	Limited	• Slight property damages (greater than 5% and less than 25% of critical and non-critical facilities and infrastructures) • Injuries and illnesses do not result in permanent disability and there are no deaths • Moderate quality of life lost • Shut down of critical facilities for more than 1 day and less than 1 week	2	
	Critical	• Moderate property damages (greater than 25% and less than 50% of critical and non-critical facilities and infrastructures) • Injuries or illnesses result in permanent disability and at least one death • Shut down of critical facilities for more than 1 week and less than 1 month	3	
	Catastrophic	• Severe property damages (greater than 50% of critical and non-critical facilities and infrastructure) • Injuries or illnesses result in permanent disability and multiple deaths • Shut down of critical facilities for more than 1 month	4	
Warning Time	Less than 6 hours	Population will receive less than 6 hours of warning	4	15%
	6 to 12 hours	Population will receive between 6-12 hours of warning	3	
	12 to 24 hours	Population will receive between 12-24 hours of warning	2	
	More than 24 hours	Population will receive greater than 24 hours of warning	1	
Duration	Less than 6 hours	Disaster event will last less than 6 hours	1	10%
	Less than 24 hours	Disaster event will last between 6-24 hours	2	
	Less than one week	Disaster event will last between 24 hours and 1 week	3	
	More than one week	Disaster event will last more than 1 week	4	

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Table 3-4: Needles Hazard Prioritization Worksheet

HAZARD RANKING WORKSHEET - City of Needles					DATE: 7/31/2024	
Hazard Type	Probability	Impact			Total Score	Hazard Planning Consideration
		Location	Primary Impact	Secondary Impacts		
Drought	4	4	4	4	64.00	High
Extreme Heat	4	4	4	4	64.00	High
Severe Wind	4	4	4	4	64.00	High
Thunderstorm (Monsoons)	4	4	3	3	54.40	High
Wildfire	4	4	3	3	54.40	High
Cyber Threats	4	3	3	3	48.00	High
Flood (Monsoons)	3	3	3	3	36.00	Medium
Dam Failure/ Inundation	2	4	4	4	32.00	Medium
Energy Shortage	2	4	3	3	27.20	Medium
Hazardous Materials	3	2	2	2	24.00	Medium
Seismic Shaking	2	4	2	2	22.40	Medium
Natural Gas Pipeline Hazards	2	2	3	3	20.80	Medium
Transportation Accidents	2	2	3	3	20.80	Medium
Expansive Soils	2	2	2	2	16.00	Medium
Power Outage	1	3	3	3	12.00	Low
					0.00	Low

* Climate Change considerations discussed as appropriate within each hazard.

Probability	Importance
Based on estimated likelihood of occurrence from historical data	2.0
Probability	Score
Unlikely	1
Occasional	2
Likely	3
Highly Likely	4

Secondary Impacts	Importance
Based on estimated secondary impacts to community at large	0.5
Impact	Score
Negligible - no loss of function, downtime, and/or evacuations	1
Limited - minimal loss of function, downtime, and/or evacuations	2
Moderate - some loss of function, downtime, and/or evacuations	3
High - major loss of function, downtime, and/or evacuations	4

Location	Importance
Based on size of geographical area of community affected by hazard	0.8
Affected Area	Score
Negligible	1
Limited	2
Significant	3
Extensive	4

Maximum Probable Extent (Primary Impact)	Importance
Based on percentage of damage to typical facility in community	0.7
Impact	Score
Weak - little to no damage	1
Moderate - some damage, loss of service for days	2
Severe - devastating damage, loss of service for months	3
Extreme- catastrophic damage, uninhabitable conditions	4

Total Score = Probability x Impact, where:
Probability = (Probability Score x Importance)
Impact = (Affected Area + Primary Impact + Secondary Impacts), where:
Affected Area = Affected Area Score x Importance
Primary Impact = Primary Impact Score x Importance
Secondary Impacts = Secondary Impacts Score x Importance

Hazard Planning Consideration			
Total Score	Range	Distribution	Hazard Level
0.0	12.0	0	Low
12.1	42.0	0	Medium
42.1	64.0	0	High

The probability of each hazard is determined by assigning a level, from unlikely to highly likely, based on the likelihood of occurrence from historical data. The total impact value includes the affected area, primary impact and secondary impact levels of each hazard. Each level's score is reflected in the matrix. The total score for each hazard is the probability score multiplied by it's importance factor times the sum of the impact level scores multiplied by their importance factors. Based on this total score, the hazards are separated into three categories based on the hazard level they pose to the communities: High, Medium, Low.

Earthquake Hazards (Seismic Shaking)

DESCRIPTION

An earthquake is a sudden motion or trembling caused by a release of strain accumulated within or along the edge of the Earth's tectonic plates. The effects of an earthquake can be felt far beyond the site of its occurrence. They usually occur without warning and can cause massive damage and extensive casualties after just a few seconds. Common effects of earthquakes are ground motion and shaking, surface fault ruptures, and ground failure. Ground motion is the vibration or shaking of the ground during an earthquake. When a fault ruptures, seismic waves radiate, causing the ground to vibrate. The severity of the vibration increases with the amount of energy released and decreases with distance from the causative fault or epicenter.

Seismic Shaking

Seismic shaking is the motion felt on the earth's surface caused by an earthquake. In most cases, earthquakes are not powerful enough to feel the shaking. However, particularly powerful earthquakes can generate significant shaking, causing widespread destruction and property damage.

LOCATION AND EXTENT

Southern California, including Needles, is a highly seismic area due to the major faults that run through the region and are subject to seismic shaking. The intensity of seismic shaking is usually measured with the Modified Mercalli Intensity (MMI) scale, which is based on the amount of observed damage. The MMI scale has replaced the Richter scale, which is no longer used since it loses effectiveness when measuring larger earthquakes. Since the degree of shaking, and consequently damage, generally decreases as the seismic energy travels further away from the fault rupture's point of origin, different sections of a city or region can report different MMI measurements in different locations. The MMI scale uses Roman numerals on a 12-point scale to measure each degree of shaking intensity. **Table 3-4** shows the MMI scale, while **Table 3-5** lists the earthquake faults that can impact the city.

Another scale for measuring seismic shaking is the moment magnitude scale (MMS, denoted Mw or simply M). The MMS measures the energy the fault rupture releases, which begins at 1.0 and increases as the earthquake's energy grows. The MMS is a logarithmic scale, meaning that the difference between numbers on the scale multiplies as they increase. An earthquake with 5.0 M is approximately 1.4 times greater than 4.9 M, 32 times greater than 4.0 M, and 1,000 times greater than 3.0 M.

Seismic shaking can also be measured in relationship to the force of Earth's gravity (g) or percent g. This method is useful for geographically displaying areas of seismic shaking potential. Percent g is computed by determining the acceleration of the earthquake's motion relative to the force of gravity. The acceleration of gravity is 980 centimeters per second, so if, for example, an earthquake's acceleration is measured at 765 centimeters per second, the shaking is modeled as 765/980, or .781 g (78.1% g). **Figure 3-1** shows the seismic shaking potential in the city.

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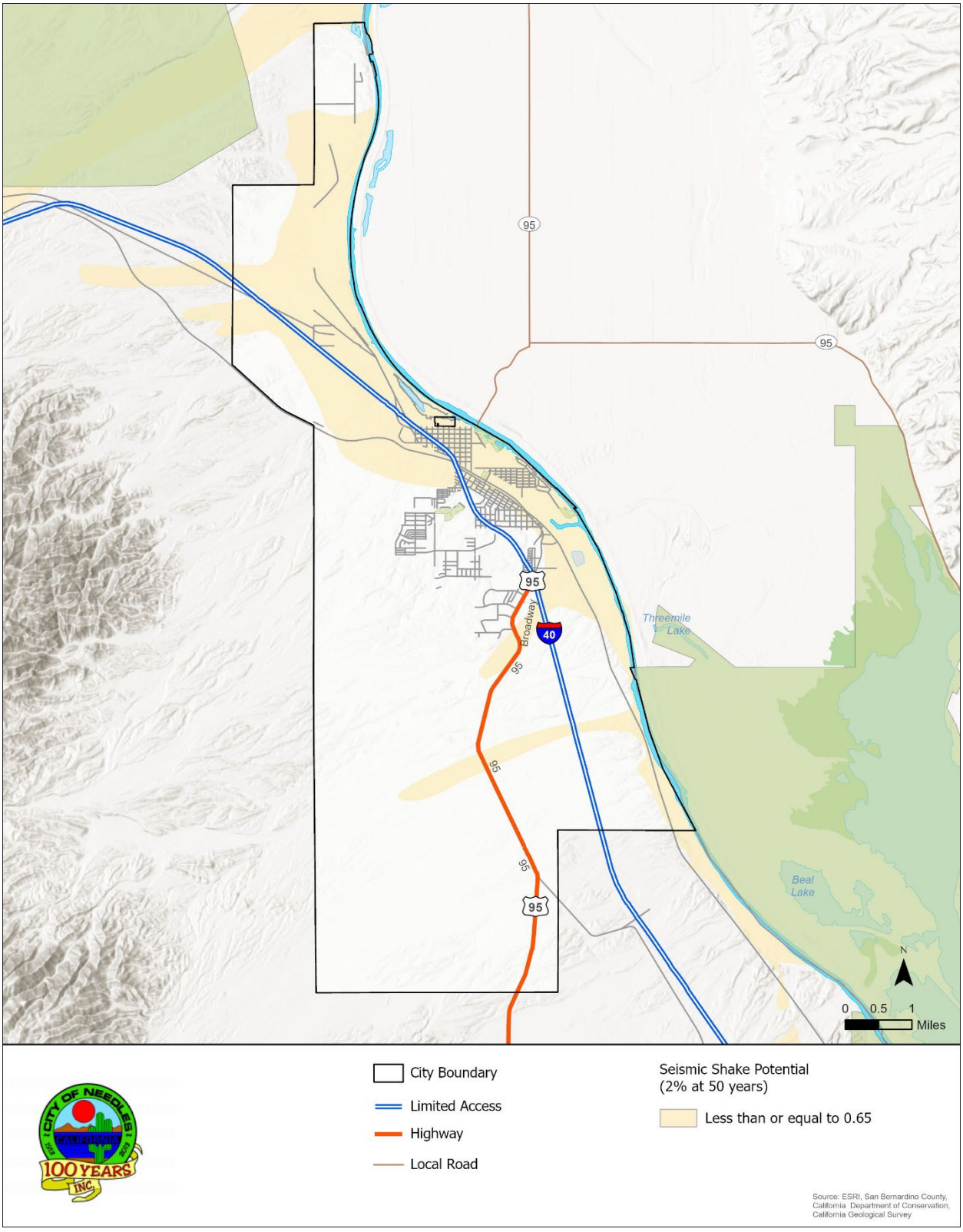
TABLE 3-4: MODIFIED MERCALLI INTENSITY SCALE		
Intensity	**Description**	**Description**
I	Instrumental	Felt only by very few people under especially favorable conditions.
II	Feeble	Felt only by a few people at rest, especially on the upper floors of buildings.
III	Slight	Noticeable by people indoors, especially on upper floors, but not always recognized as an earthquake.
IV	Moderate	Felt by many indoors and by some outdoors. Sleeping people may be awakened. Dishes, windows, and doors are disturbed.
V	Slightly strong	Felt by nearly everyone, and many sleeping people are awakened. Some dishes and windows broken, and unstable objects overturned.
VI	Strong	Felt by everyone. Some heavy furniture is moved, and there is slight damage.
VII	Very strong	Negligible damage in well-built buildings, slight to moderate damage in ordinary buildings, and considerable damage in poorly built buildings.
VIII	Destructive	Slight damage in well-built buildings, considerable damage and partial collapse in ordinary buildings, and great damage in poorly built buildings.
IX	Ruinous	Considerable damage in specially designed structures. Great damage and partial collapse in substantial buildings, and buildings are shifted off foundations.
X	Disastrous	Most foundations and buildings with masonry or frames are destroyed, along with some well-built wood structures. Rail lines are bent.
XI	Very disastrous	Most or all masonry structures are destroyed, along with bridges. Rail lines are greatly bent.
XII	Catastrophic	Damage is total. The lines of sight are distorted, and objects are thrown into the air.
Source: United States Geological Survey. 2019. The Modified Mercalli Intensity Scale. https://www.usgs.gov/media/images/modified-mercalli-intensity-mmi-scale-assigns-intensities		

TABLE 3-5: EARTHQUAKE FAULTS THAT IMPACT THE CITY OF NEEDLES				
Fault Name	**Magnitude**	**Modified Mercalli Ranking**	**Perceived Shaking**	**Potential Damage**
Manix-Afton Hills	7.1	IV	Light	None
Black Hills Fault (Nevada)	6.2	IV	Light	None
Bullion Mountains	6.9	IV	Light	None
Garlock	7.7	V	Moderate	Very Light
Hector Mine	6.8	I	Not Felt	None
Ludlow	7.1	V	Moderate	Very Light
Pinto Mountain	7.3	V	Moderate	Very Light
San Andreas	7.1	V	Moderate	Very Light
Source: USGS Earthquake Scenario Map				

Figure 3-1: Seismic Shaking Potential in Needles



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PAST EVENTS

Since seismologists started recording and measuring earthquakes, there have been tens of thousands of recorded earthquakes in Southern California, most with a magnitude below three. No community in Southern California is beyond the reach of a damaging earthquake. **Table 3-6** shows all earthquakes in Southern California with a magnitude of 5.0 or higher

TABLE 3-6: EARTHQUAKE EVENTS IN THE SOUTHERN CALIFORNIA REGION (5.0+ MW)		
1812 Wrightwood	1941 Santa Barbara	1992 Joshua Tree
1812 Santa Barbara Channel	1942 Fish Creek Mountains	1992 Big Bear
1857 Fort Tejon	1947 Manix	1994 Northridge
1892 Laguna Salada	1948 Desert Hot Springs	2001 West Hollywood
1899 Cajon Pass	1952 Kern County	2008 Chino Hills
1899 San Jacinto Fault Zone	1954 San Jacinto Fault (Arroyo Salada)	2010 Baja CA
1910 Elsinore	1968 Borrego Mountain	2012 Brawley
1915 Imperial Valley	1971 San Fernando	2014 La Habra
1918 San Jacinto	1978 Santa Barbra	2016 Borrego Springs
1923 North San Jacinto Fault	1979 Imperial Valley	2019 Ridgecrest
1925 Santa Barbra	1986 North Palm Springs	2021 Antelope Valley
1927 Lompoc	1986 Oceanside	2024 Lamont
1933 Long Beach	1987 Whittier Narrows	
1940 Imperial Valley	1991 Sierra Madre	
Source: USGS Earthquake Catalog		

Needles has experienced two earthquakes in the last 30 years of a magnitude greater than 4.0.

- **January 17, 1994** – The Northridge Earthquake (DR-1008) caused at least 57 fatalities (subsequent findings put the death toll at 72) and injured thousands. The earthquake caused up to $20 billion in damage costs and $40+ billion in economic loss. Although light shaking was felt in Needles, no damage was reported.[8]
- **October 16, 1999** – The Hector Mine Earthquake struck a remote part of the desert between Barstow, CA and Needles. The earthquake measured as a 7.1 magnitude and originated at the 29 Palms Marine Corps Base. Although slight shaking was felt in Needles, no damage was reported.[9]

[8] California Department of Conservation. Northridge Earthquake, January 17, 1994. https://www.conservation.ca.gov/cgs/earthquakes/northridge

[9] United States Geological Survey. M 7.1 - The 1999 Hector Mine, California Earthquake. https://earthquake.usgs.gov/earthquakes/eventpage/ci9108652/executive

- **July 29, 2024** – A 4.9 magnitude earthquake struck the Mojave Desert. Shaking was felt throughout the Colorado River valley and all the way to Los Angeles. The earthquake was centered approximately 13 miles northeast of Barstow, CA.[10]

Other strong regional earthquakes have occurred in Southern California, but their epicenters have been so distant from Needles that seismic shaking generated by the event did not cause significant property damage or harm to the city. The most recent significant earthquake affecting the Southern California region was the Northridge Earthquake in 1994. At 4:31 A.M. on Monday, January 17, a 6.7 earthquake struck the San Fernando Valley. Thousands of aftershocks occurred in the following days and weeks, causing additional damage to affected structures. Fifty-seven people were killed, and more than 1,500 people were seriously injured. For days afterward, thousands of homes and businesses were without electricity; tens of thousands had no gas, and nearly 50,000 people had little or no water. Approximately 15,000 structures were moderately to severely damaged, leaving thousands of people temporarily homeless; 66,500 buildings were inspected, nearly 4,000 were severely damaged, and over 11,000 were moderately damaged. Several collapsed bridges and overpasses created commuter havoc on the freeway system. Extensive damage was caused by ground shaking, but the earthquake triggered liquefaction, and dozens of fires also caused additional severe damage. This extremely strong ground motion in large portions of San Bernardino County resulted in record economic losses.

Risk Of Future Events

Historical and geological records show California has a long history of seismic events. Southern California is probably best known for the San Andreas Fault, a 400-mile-long fault running from the Mexican border to a point offshore, west of San Francisco. Geologic studies show that over the past 1,400 to 1,500 years, large earthquakes have occurred at about 130-year intervals on the Southern San Andreas Fault. As the last large earthquake on the Southern San Andreas occurred in 1857, that section of the fault is considered a likely location for an earthquake within the next few decades. The Third Uniform California Earthquake Rupture Forecast (UCERF3) was released in 2015 and is the most recent assessment of the probability of a major earthquake on various faults between 2015 and 2044. **Table 3-7** shows the results for Needles' nearby and regional fault lines.

The U.S. Geological Survey scenarios show that the Garlock, Ludlow, Pinto Mountain, and San Andreas faults could cause the strongest seismic shaking in Needles. The more distant faults, like the San Andreas fault, can produce more intense earthquakes but are less likely to cause damage in Needles due to their greater distance from the city. However, as **Table 3-7** notes, the likelihood of a powerful earthquake occurring along most of these faults within the next 25 years is generally very low or negligible. Recent studies for State Route 95 realignment in Mohave Valley, AZ indicate that movement along faults in the Needles graben zone are not expected to generate earthquales larger than a magnitude 6.0.

[10] Needles Desert Star & Los Angeles Times, "4.9 Magnitude Earthquake Shakes Mojave Desert Monday," needlesdesertstar.com, July 29, 2024, https://www.needlesdesertstar.com/news/4-9-magnitude-earthquake-shakes-mojave-desert-monday/article_9e18d3de-4de9-11ef-a620-c343b46b269d.html.

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As depicted in **Table 3-2** and **Table 3-3**, seismic shaking will remain a possible occurrence with an annual probability of between a one-tenth of a percent and a one percent chance each year.

TABLE 3-7: EARTHQUAKE PROBABILITIES FOR KEY FAULTS NEAR NEEDLES (2015-2044)

Fault	Distance (Miles)*	Estimated Probabilities			
		6.7+ Mw	7.0+ Mw	7.5+ Mw	8.0+ Mw
Baker	74.96	0.23%	0.12%	0.08%	Negligible
Bullion Mountains	92.78	1.06%	0.17%	Negligible	Negligible
Calico-Hidalgo	115.81	2.40%	2.18%	0.76%	Negligible
Garlock	144.02	4.79%	4.63%	2.82%	0.30%
Hector Mine	101.37	0.57%	0.22%	Negligible	Negligible
Manix-Afton Hills	88.06	0.83%	0.31%	Negligible	Negligible
Ludlow	89.90	0.47%	0.18%	Negligible	Negligible
Pinto Mountain	102.06	2.91%	2.83%	1.29%	Negligible
San Andreas	119.89	23.99%	20.78%	10.76%	2.80%

* Distance between Needles City Hall and the nearest point of the fault. All distances are approximate.

† Southern California segments only.

Note: UCERF3 results consist of two individual models (3.1 and 3.2), each of which provides rupture probabilities for each segment of the fault. This table shows the maximum probability for a section of the fault in either model.

Source: Working Group on California Earthquake Probabilities. 2015. The Third California Earthquake Rupture Forecast (UCERF3). http://www.wgcep.org/ucerf3

CLIMATE CHANGE CONSIDERATIONS

There is no direct link between climate change and seismic activity, so climate change is not expected to cause any changes to the frequency or intensity of seismic shaking. Some research indicates that climate change could result in “isostatic rebounds,” or a sudden upward movement of the crust because of reduced downward weight caused by glaciers. As glaciers are known to melt when global temperatures increase, climate change could indirectly lead to increased seismicity in Southern California.[11]

Wildfire

DESCRIPTION

Wildfires are fires that burn in largely undeveloped and natural areas and are a regular feature of ecosystems throughout California. These fires help to clear brush and debris from natural areas and are necessary for the health of many ecosystems and various species' life cycles. However, since the early twentieth century, the common practice was to suppress naturally occurring fires in wildland areas, allowing dry plant matter and other fuels to build up.

At the same time, human activity has caused changes in the buffer zone between urbanized and undeveloped areas, known as the wildland-urban interface (WUI). The more natural setting

[11] Masih, A. January 2018. “An Enhanced Seismic Activity Observed Due to Climate Change: Preliminary Results from Alaska.” IOP Conference Series: Earth and Environmental Science. doi :10.1088/1755-1315/167/1/012018. https://iopscience.iop.org/article/10.1088/1755-1315/167/1/012018/pdf

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of a WUI can make these zones highly desirable places to live. In many parts of California, the WUIs have become developed, albeit at lower densities than fully urbanized areas. However, this development activity has brought more people into wildfire-prone areas. The availability of fuel, increasing encroachment into the WUI, and a changing climate have made wildfires among California's most common and dangerous natural hazards. Additionally, invasive pests such as the polyphagous shothole borer can kill trees, creating more dead material that will potentially provide additional fuel for wildfires.

Lightning, accidents, or arson can spark wildfires. The size and severity of any fire depend on fuel, weather conditions, and topography availability. However, wildfires in the WUI do not need to be large to be damaging. In Oakland, the 1991 Tunnel Fire was relatively small, only 1,600 acres, but it was one of California's deadliest and most destructive wildfires.[12] The flames from wildfires create severe risks to property and lives. Smoke and other particulate matter from wildfires pose a health risk, even to those not near the blaze. Burned areas can be more susceptible to flooding and landslides because wildfires destroy the vegetation that helps slow down water runoff and hold slopes together.[13] The ground may repel water rather than absorb it when faced with ash deposits. Due to the change in the landscape structure after a fire, repelled water can carry debris into water reservoirs.[14]

Location and Extent

Wildfires are not measured on a specific scale and are usually classified by size (e.g., acres burned) or impact (buildings destroyed or damaged, injuries or deaths, cost of damage, etc.). The California Department of Forestry and Fire Protection (Cal Fire) defines the wildfire hazard zones on a three-tier scale of fire hazard severity zones (FHSZs): very high, high, and moderate. These zone classifications do not correspond to a specific risk or intensity of fire but are qualitative terms that consider many factors. Fire-prone areas are also classified by the agency responsible for fire protection. Federal Responsibility Area (FRA) falls to federal agencies such as the US Forest Service, the Bureau of Land Management, and the National Park Service. State Responsibilities Area (SRA), which includes unincorporated land within counties with statewide watershed value, falls to the Cal Fire. Local Responsibility Area (LRA), which includes portions of incorporated cities with identified wildfire hazard zones, falls to local governments.

Needles is in an area susceptible to wildfires, and portions of the community are within the wildland-urban interface (WUI). The WUI is the zone of transition between the wilderness and human-developed lands. Wildfires present a significant threat to the city and the county in or near the WUI, as it has relatively high temperatures, low humidity, and low precipitation during the summer. Fire threat assessment and Geographic Information System (GIS) mapping for Needles identifies the WUI as the area with the highest fire risk within the city. According to Cal Fire FHSZ mapping, the city is not located near any Very High Fire Hazard Severity Zones (VHFHSZ). **Figure 3-2** identifies portions of the city located within the WUI and historic fire perimeters in the city.

[12] Cal OES. 2016. https://webservices.caloes.ca.gov/wp-content/uploads/sites/10/2016/10/Top20_Deadliest.pdf

[13] EPA. 2019. “Wildfires: How Do They Affect Our Water Supplies?” https://www.epa.gov/sciencematters/wildfires-how-do-they-affect-our-water-supplies

[14] Bichell, R. 2019. “How Wildfires May Muck Up the West’s Reservoirs.” Colorado Public Radio. https://www.cpr.org/2019/09/25/how-wildfires-may-muck-up-the-wests-reservoirs/

A fire can only ignite if three elements are present: heat, fuel, and oxygen. If any of these elements is removed, the fire will extinguish itself. In Needles, copious amounts of fuel are available from the structures throughout the city and the brush in and around the city, which makes them extremely flammable. Activity that creates intense heat that is unmonitored or unregulated may lead to the ignition of a fire. The National Institute of Standards and Technology, Fire Research Division, has developed a scale that measures the increase in temperature and the kind of fire response that develops. **Table 3-8** shows the progression of temperature relative to fire response.

Once a fire has been ignited, it could conceivably grow indefinitely if abundant fuel and oxygen are available. For example, a fire that ignites in one house could hypothetically continue to expand and even spread to other adjacent houses if there was enough fuel to link the structures together. Fires in confined spaces may occasionally burn so intensely that they consume all the oxygen available and burn out before they can expand.

TABLE 3-8: FIRE SUSCEPTIBILITY BASED ON TEMPERATURE INCREASE

Temperature (°F)	Response
98.6 °F	Average normal human oral/body temperature.
101 °F	Typical body core temperature for a working firefighter.
109 °F	Human body core temperature that may cause death.
111 °F	Human skin temperature when pain is felt.
118 °F	Human skin temperature causing a first-degree burn injury.
130 °F	Hot water causes a scald burn injury with 30 s exposure.
131 °F	Human skin temperature with blistering and second-degree burn injury.
140 °F	Temperature when burned human tissue becomes numb.
162 °F	Human skin temperature at which tissue is instantly destroyed.
212 °F	Temperature when water boils and produces steam.
482 °F	Temperature when charring of natural cotton begins.
>572 °F	Modern synthetic protective clothing fabrics begin to char.
≥752 °F	Temperature of gases at the beginning of room flashover.
≈1832 °F	Temperature inside a room undergoing flashover.

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- **June 22, 2024** – A brush fire ignited in Needles and eventually jumped the Colorado River into Mohave Valley, AZ. Approximately 70 acres were burned, which included one abandoned structure. No injuries were reported. The cause of the fire is unknown.

RISK OF FUTURE EVENTS

The history of wildfires in San Bernardino County and Needles and continued development within the city's WUI indicates that wildfire events are likely to occur in the future. The risk is expected to remain highest in the undeveloped land in and around the city and the county's unincorporated areas. According to **Table 3-2** and **Table 3-3**, the probability of a wildfire occurring will be frequent, with an annual probability of greater than 10 percent.

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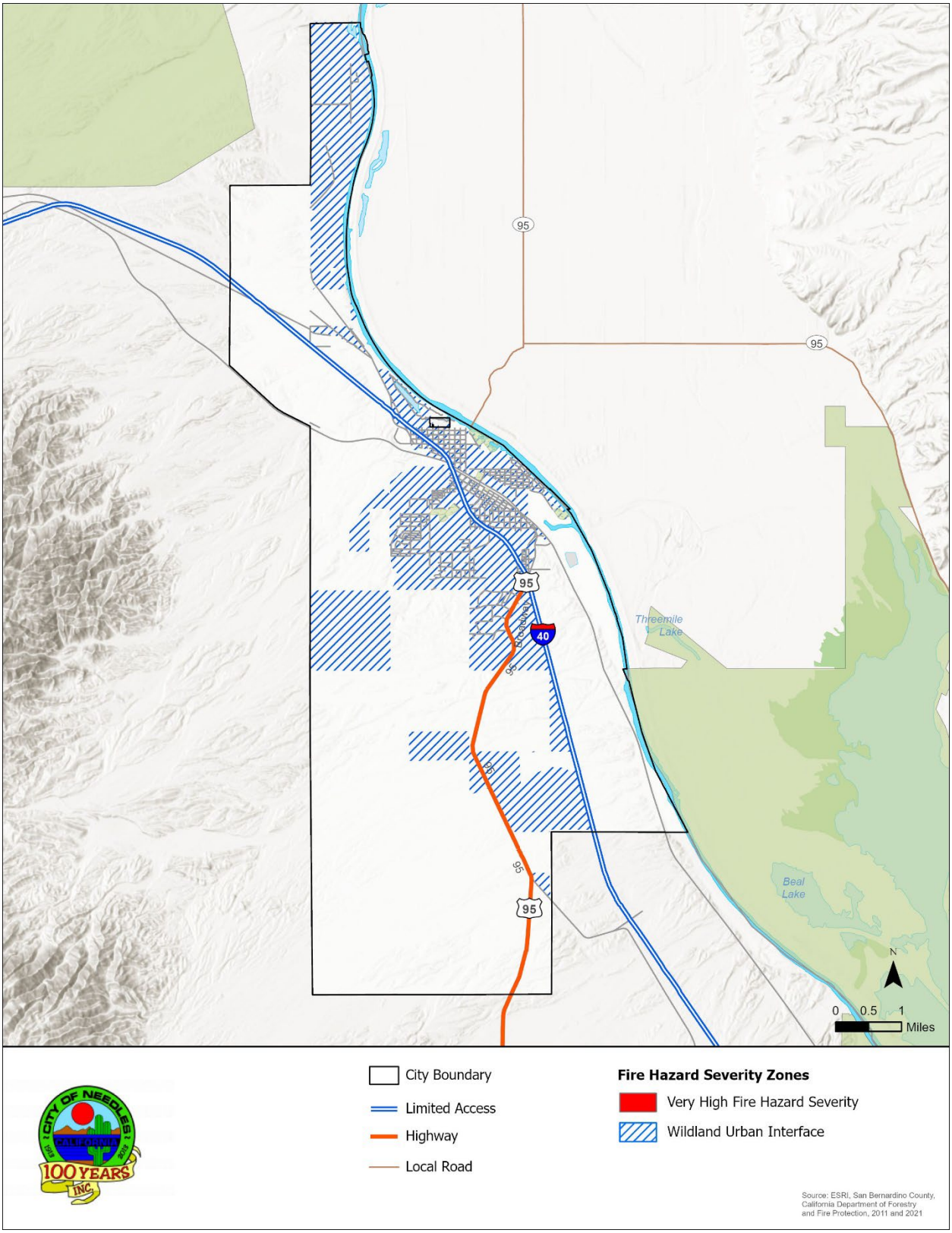
Figure 3-2: Wildland Urban Interface (WUI) and Historical Wildfire Perimeters



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Climate Change Considerations

Climate change is expected to cause an increase in temperatures and more frequent and intense drought conditions. This increase will likely increase the amount of dry plant matter available for fuel, increasing wildfire risk statewide. However, increases in fuel supplies could cause wildfires to move faster or spread into more developed areas, increasing the future threat to Needles and other surrounding communities.

Severe Weather (Drought, Extreme Heat, Severe Wind, Thunderstorms)

Description

Drought

A drought is a long period with substantially less precipitation than usual. The primary direct impact of a drought is the reduction of available water supplies. This is particularly concerning in agricultural areas and natural environments but can also affect urban areas. Droughts can harm landscapes because plants do not get the water they need to survive. In severe cases, droughts may lead to a human health risk if available water supplies are insufficient to meet basic needs.

Indirectly, drought causes soils to dry out, making them harder and less able to absorb water. When precipitation returns, the soil absorbs less water, increasing runoff, which can lead to flooding. Dry soils are more susceptible to erosion, especially if plants have died or no longer provide stability due to loss of roots and soil composition changes. Drought causes many plants in natural areas to dry out, making them more susceptible to pests/diseases and increasing the risk of wildfires.

Extreme Heat

Extreme heat is a period when temperatures are abnormally high relative to the normal temperature range. There are generally three types of extreme heat events:

- **Extreme Heat Days:** A day during which the maximum temperature surpasses 98 percent of all historic high temperatures for the area, using the time between April and October from 1950 to 2005 as the baseline.
- **Warm Nights:** A day between April and October when the minimum temperature exceeds 98 percent of all historic minimum daytime temperatures observed between 1950 and 2005.
- **Extreme Heat Waves:** A successive series of extreme heat days and warm nights where extreme temperatures do not abate; while no universally accepted minimum length of time for a heatwave event exists, Cal-Adapt considers four successive extreme heat days and warm nights to be the minimum threshold for an extreme heatwave.

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Severe Wind

Severe wind events pose a risk to life and property in the region by creating conditions that disrupt essential systems such as public utilities, telecommunications, and transportation routes. High winds can and do occasionally cause tornado-like damage to local homes and businesses. Severe wind events can present a very destabilizing effect on the dry brush that covers local hillsides and urban-wildland interface areas. High winds can have destructive impacts, especially on trees, power lines, and other utility services.

Wind is simply the movement of air caused by differences in atmospheric temperature. High-pressure air will naturally move to areas of low pressure. Usually, the distance between these high- and low-pressure zones is far; however, these low- and high-pressure zones may occasionally be near one another. When this happens, air will flow dramatically, creating high-speed winds. The National Weather Service identifies two types of straight-line winds that can cause damage: derechos and downbursts. A storm is classified as a derecho if the wind damage swath extends for more than 240 miles and has wind gusts of 58 mph or greater. Downbursts are a common cause of wind damage in thunderstorms. They can reach over 100 mph and are caused by air being dragged down by the thunderstorm's precipitation.[15]

When winds are fast enough, they can cause property damage to homes, public facilities, utilities, and other infrastructure. They can also uproot or topple mature trees or pick up debris and send it careening through the air. This debris can injure or even kill bystanders who may find themselves stranded outside. High-speed winds can deposit this debris in the middle of rights-of-way, such as roads, freeways, and railways, blocking exit routes for would-be evacuees or impeding access to first responders trying to reach wounded people.

Thunderstorms

A thunderstorm is a local rainstorm produced by a cumulonimbus cloud that is accompanied by lightning and thunder. A thunderstorm requires three things to form: moisture, atmospheric instability, and a force capable of lifting air (e.g., warm front, cold front, mountain).[16]

Although thunderstorms generally affect a small area, they can become dangerous due to their ability to generate tornadoes, hailstorms, strong winds, flash flooding, landslides, and lightning. Roads may become impassable from flooding, downed trees or power lines, or a

Cumulonimbus Cloud

Source: Britannica

[15] National Weather Service. https://www.weather.gov/safety/wind-thunderstorms-derecho#:~:text=A%20Derecho%20is%20a%20very,length%20of%20the%20storm's%20path.

[16] NOAA. https://www.noaa.gov/jetstream/thunderstorms

landslide. Downed power lines can lead to loss of utility services like water, phone, and electricity. Typical thunderstorms are 15 miles in diameter and last an average of 30 minutes.

Lighting is a flash of electrical energy produced by a thunderstorm. The resulting clap of thunder is the result of a shock wave created by the rapid heating and cooling of the air in the lightning channel. Lightning kills approximately 50 people in the United States each year and injures hundreds. Lightning can be cloud to air, cloud to cloud, or cloud to ground. Cloud-to-ground strikes can also be the cause of wildfires.

Location And Extent

Drought

Droughts are somewhat frequent in California and typically occur when precipitation is limited for an extended period. Rain arrives in California via atmospheric rivers (channels of moist air located high in the atmosphere) and the El Niño Southern Oscillation (ENSO) cycle (a regional meteorological phenomenon in the southern Pacific Ocean). This cycle typically gives rise to two distinct phases: El Niño, the warm and wet phase, and La Niña, the dry and cold phase. When California experiences a drought, it is typically the result of fewer atmospheric rivers or an active La Niña phase, resulting in lower-than-average precipitation levels. Drought may also occur when conditions in areas where water sources are located experience drought conditions, even though the local region does not. **Table 3-9** identifies the drought classifications used by the US Drought Monitor program. This classification system synthesizes multiple different scales into a descriptive index.

Table 3-9: US Drought Monitor Classification Scheme

Category	Description	Possible Impacts
D0*	Abnormally Dry	Slower growth of crops and pastures
D1	Moderate Drought	Some damage to crops and pastures. Water bodies and wells are low. Some water shortages may occur or may be imminent. Voluntary water use restrictions can be requested.
D2	Severe Drought	Likely crop and pasture losses. Water shortages are common, and water restrictions can be imposed.
D3	Extreme Drought	Major crop and pasture losses. Widespread water shortages and restrictions.
D4	Exceptional Drought	Exceptional and widespread crop and pasture losses. Emergency water shortages develop.

Source: US Drought Monitor
* D0 areas are those under “drought watch,” but not technically in a drought. They are potentially heading into drought conditions or recovering from drought but are not yet back to normal.

Communities that rely on water supplies from other parts of the State versus communities that source their water supplies locally may experience drought differently. Currently, the Needles Water Department relies solely on water extracted from wells in the city.[17]

[17] City of Needles Water Department

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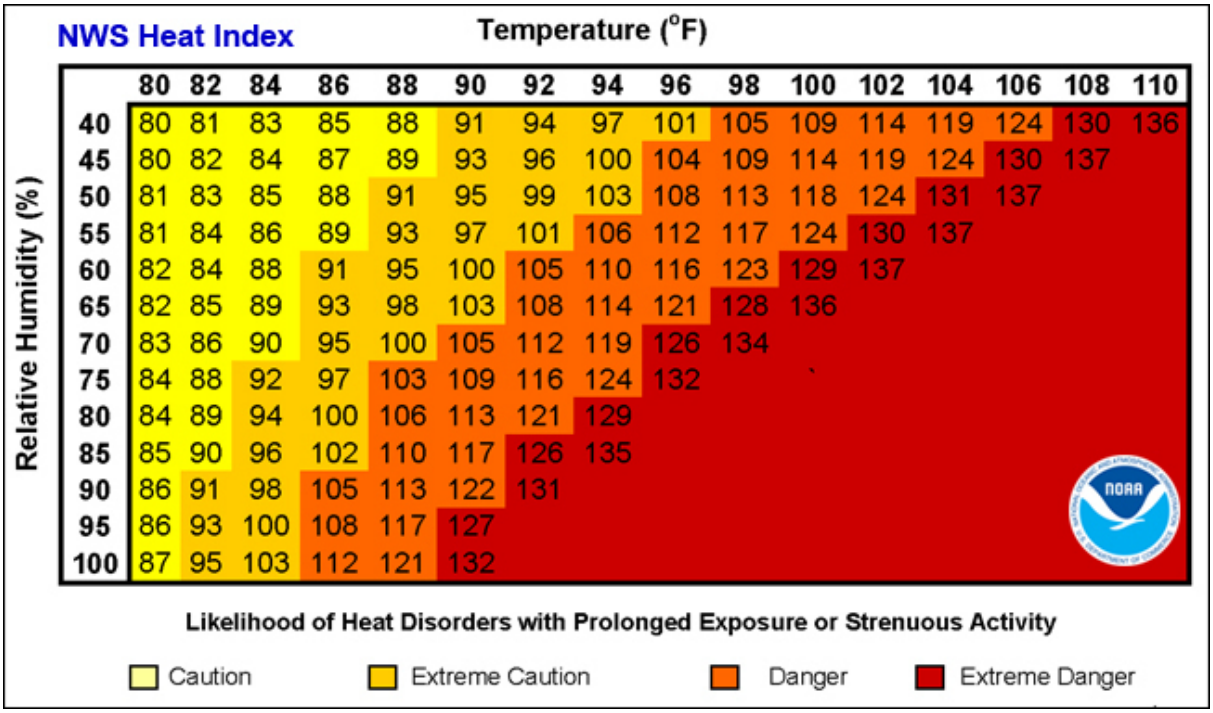
Droughts are regional events, so all parts of Needles face the same drought risk. However, urban areas will likely experience different effects than open-space areas. It is also possible for communities to experience a "long-distance drought" since many urban areas in California receive water supplies from great distances. If these distant areas experience drought, it may cause water shortages in the urban areas that rely on them, even if these areas are experiencing normal precipitation levels.

Extreme Heat

Extreme heat events will differ from region to region since different areas have historically high temperatures. For example, an extreme heat day on the coast will feel different than an extreme heat day in the High Desert. The reason for this is how humidity affects the perceived heat that people feel. Humid conditions will make a day feel hotter than non-humid conditions, even though the temperature may be the same. The difference between the perceived and actual temperatures is known as the "heat index." To illustrate the effect of the heat index, a 90-degree day with 50 percent humidity feels like 95°F, whereas a 90°F Day with 90 percent humidity feels like 122°F. **Figure 3-3** illustrates the National Oceanic and Atmospheric Administration's (NOAA) National Weather Service Heat Index.

Figure 3-3: NOAA's National Weather Service Heat Index



Extreme heat events are not limited to any part of the city. They occur with the same intensity and duration at the same time across all locations in Needles. For Needles, an extreme heat day involves a temperature that exceeds 115°F, and a warm night involves a temperature that exceeds 89°F.[18] These thresholds are based on a 2% probability event.

[18] https://cal-adapt.org/tools/local-climate-change-snapshot

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Severe Wind

The entirety of the city can be affected by severe wind events. Usually, they cause minimal damage; however, severe wind can cause massive damage to the city and personal property. Needles is often affected by winds that accompany monsoons. Severe winds can exacerbate wildfire conditions.

Generally, winds are measured using the Beaufort scale, developed in 1805, categorizing wind events on a force scale from 0 to 12 using their speed and impacts. Any wind classified as force nine or above is generally considered a severe wind event. **Table 3-10** details how the Beaufort scale classifies wind events. Most wind events in Needles are categorized as a storm or lower in the Beaufort Scale.

TABLE 3-10: BEAUFORT SCALE

Force	Speed (mph)	Description
1	0 to 1	**Calm:** Smoke rises vertically, and the sea is flat
2	1 to 3	**Light air:** The direction of wind is shown by smoke drift, but not wind vanes
3	4 to 7	**Light breeze:** Wind is felt on the face, leaves rustle, and wind vanes are moved. Small wavelets appear on the ocean, but do not break
4	8 to 12	**Gentle breeze:** Leaves and small twigs are in motion, and light flags are extended. Large wavelets appear on the ocean, and crests begin to break
5	13 to 18	**Moderate breeze:** Dust and loose paper become airborne, and small branches are moved. Small waves appear on the ocean
6	19 to 24	**Fresh breeze:** Small trees begin to sway and moderate waves form
7	25 to 31	**Strong breeze:** Large branches are in motion, and using an umbrella becomes difficult. Large waves begin to form
8	32 to 38	**Near gale:** Whole trees are in motion and walking against the wind can be hard. Foam from breaking waves is blown in streaks
9	39 to 46	**Gale:** Walking is difficult, and twigs break off trees
10	47 to 54	**Severe gale:** Slight structural damage. Crests of waves begin to topple
11	55 to 63	**Storm:** Trees are uprooted and considerable damage to structures. Very high waves form in long, overhanging crests
12	63 to 72	**Violent storm:** Widespread damage. Exceptionally high waves form, and the ocean is completely covered in foam

*Source: https://www.weather.gov/mfl/beaufort

Thunderstorms

Thunderstorms affecting Needles primarily occur during the monsoon season, typically from June 15th to September 30th. It should be noted that monsoon is a season and not a type of storm. The location and size of a thunderstorm vary depending on regional geography and regional and global weather events. For example, small precipitation events may occur in only one section of Needles. In contrast, a large event could inundate most of San Bernardino County and other parts of Southern California. Understanding this, any part of the city could become inundated by rain, and no part of the city is more susceptible to rainfall than another.

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California's precipitation varies yearly, depending on how much moisture the state receives from atmospheric rivers. Atmospheric rivers are corridors along which wet air travels from the tropics to continents. When the moisture arrives in California, it may precipitate as rain or snow. One of California's most known atmospheric rivers is the "Pineapple Express," which brings moist air from the ocean surrounding Hawaii to California. An immense amount of moisture may be transported along the atmospheric rivers that cross over California during certain years, leading to severe rains.[19]

Another weather phenomenon influencing rainfall in Southern California is "El Niño," officially referred to as the "Southern Oscillation" or "El Niño-Southern Oscillation (ENSO)." ENSO can cause increased rainfall, particularly during the winter months, caused by the warming of the surface of the eastern tropical Pacific Ocean, leading to the evaporation of warm, moist air into the atmosphere. Winds bring this moisture to the eastern Pacific and the American continents, where it falls as rain. ENSO does not always lead to increased rainfall by default, but in general, it can increase the chances of winter with higher-than-usual precipitation.[20] [21]

Rain events are usually measured by the amount of precipitation that falls.[22] **Table 3-11** categorizes rain events by the amount of precipitation per hour.

TABLE 3-11: RAIN EVENTS CATEGORIZED BY PRECIPITATION PER HOUR

Rain Type	Description
Heavy Rain	More than 4 mm per hour but less than 8 mm per hour
Very Heavy Rain	Greater than 8 mm per hour
Moderate Shower	Greater than 2 mm, but less than 10 mm per hour
Heavy Shower	Greater than 10 mm per hour, but less than 50 mm per hour
Violent Shower	Greater than 50 mm per hour

Source: https://water.usgs.gov/edu/activity-howmuchrain-metric.html
mm = millimeter

PAST EVENTS

Drought

Like the rest of California, Needles has experienced many drought events throughout its history. Each event has been distinct, with varying lengths, severity, and frequency. One of the earliest recorded major droughts in state history is known as the "Great Drought," which occurred in

[19] NOAA. 2023. "Atmospheric Rivers: What are they and how does NOAA study them?" https://research.noaa.gov/2023/01/11/atmospheric-rivers-what-are-they-and-how-does-noaa-study them/#:~:text=Atmospheric%20rivers%20are%20long%2C%20concentrated,landfall%2C%20especially%20over%20mountainous%20terrain.

[20] NOAA. 2014. "What Is the El Niño–Southern Oscillation (ENSO) in a Nutshell? https://www.climate.gov/news-features/blogs/enso/what-el-ni%C3%B1o%E2%80%93southern-oscillation-enso-nutshell

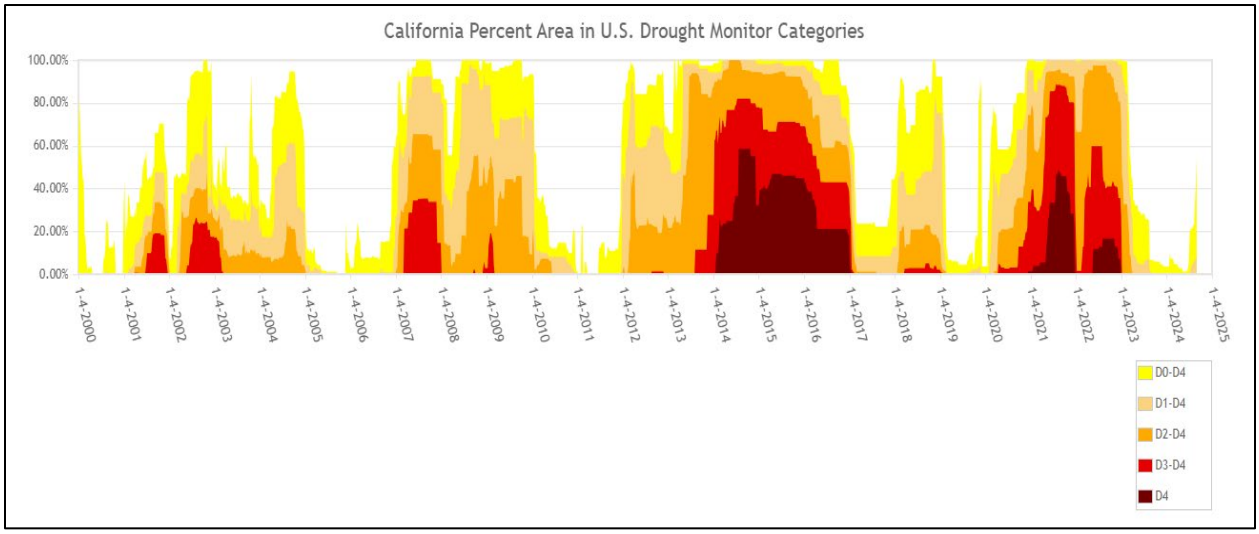
[21] NOAA. 2016. "El Niño and La Niña: Frequently Asked Questions." https://www.climate.gov/news-features/understanding-climate/el-ni%C3%B1o-and-la-ni%C3%B1a-frequently-asked-questions/

[22] NOAA. 2024. "El Niño & La Niña (El Niño – Southern Oscillation). https://www.climate.gov/enso

1863 and 1864. This drought killed 46 percent of the cattle in the state and ultimately led to the decline of cattle ranching. The Dust Bowl Droughts," lasting from 1928 to 1935, had great impacts on the state's agriculture. The effects of this drought were so severe that it sparked the movement to create some of California's modern water irrigation infrastructure, such as the California Aqueduct. Another drought occurred in 1976 and 1977, leading to nearly $1 billion in agricultural losses. Implementation of water-saving practices resulted from this drought, which is still in effect today across the state. Further water conservation practices were enacted during a drought lasting from 1987 to 1993, which caused an estimated $250 million in agricultural damages each year.

California experienced its most recent drought, beginning in 2012 and lasting until 2017. All areas of the state were impacted, and by 2014, it was reported as the most severe drought in 1,200 years. **Figure 3-4** illustrates the severity of the drought conditions experienced over the past 23 years.

Figure 3-4: Drought History (2000-2024)



By the summer of 2014, almost all of California was experiencing D2 (Severe Drought) conditions. Needles, all of San Bernardino County, and more than 75 percent of California were reported to be experiencing the most intense drought conditions, D4 (Exceptional Drought). By 2015, emergency water-saving mandates were enacted, requiring all jurisdictions to reduce water use by at least 25 percent. In late 2016 and early 2017, successive heavy rains helped end the drought conditions in the state. The following winter, in late 2017 and early 2018, rains did not return in the same quantity, and slight drought conditions returned across California. This moderate drought again abated in late 2018 and early 2019 during the winter season when heavy rains ended any existing drought conditions.

In November 2022, the majority of the state was in D2 (Severe Drought) and D3 (Extreme Drought) conditions, with Central California falling into the D4 (Exceptional Drought) category. A series of atmospheric rivers that swept through California from December 2022 to March

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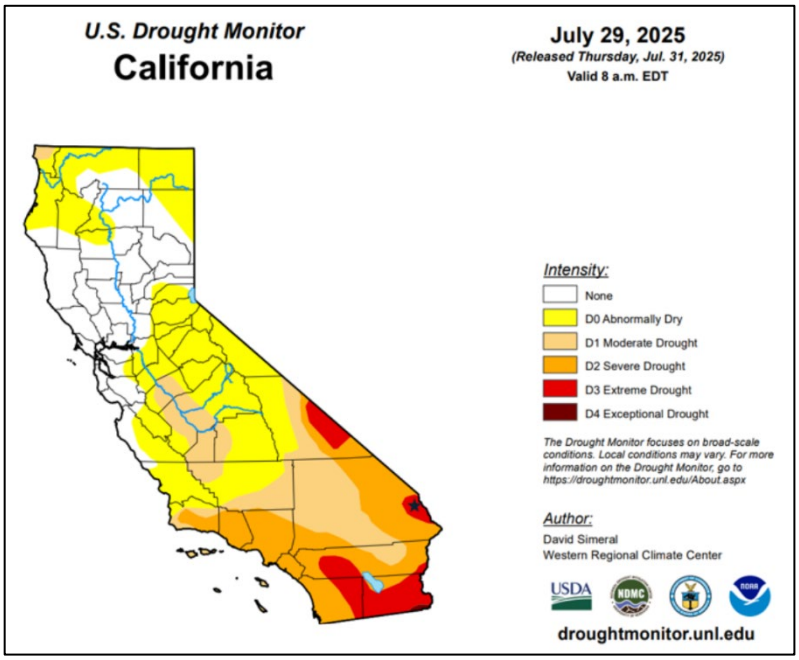
2023, bringing more than 78 trillion gallons of water, eliminated the drought for most of the state.[23]

As of December 2024, about half of California is experiencing abnormally dry to extreme drought conditions. San Bernardino County is experiencing D0 (Abnormally Dry) to D3 (Extremely Drought) conditions. **Figure 3-5** identifies current drought conditions as of December 3, 2024.

Figure 3-5: U.S. Drought Monitor – California



Extreme Heat

Based on Cal Adapt's historical information (1950 through 2005), the city experiences five extreme heat days yearly. In 2022, California experienced one of the worst heatwaves it has ever experienced. From September 1st through September 9th, 2022, temperature records for September were shattered across the western portion of the United States, including Needles, where temperatures were reported as reaching 114° F. Prior to this, a heat wave in 1997 affected Southern California, causing 5 deaths. Temperatures in Needles reached 118° F during this event.

The County of San Bernardino has issued several high heat advisories between 2014 and 2020, as shown in **Table 3-12.**

[23] Rice, Doyle. "Trillions of Gallons Have Soaked California. Is This the State's Wettest Winter Ever?" USA Today, March 29, 2023. https://www.usatoday.com/story/news/nation/2023/03/29/californias-snow-rain-totals-explained/11525451002/.

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TABLE 3-12: EXTREME HEAT EVENTS, 2014 TO 2020
Date
September 4, 2020
July 24, 2018
July 6, 2018
August 25, 2017
July 21, 2016
October 9, 2015
August 12, 2015
June 18, 2015
September 11, 2014
May 12, 2014

Severe Wind

There have been several strong wind events recorded around the City of Needles. Annually, the city is subjected to wind conditions that can cause significant damage to trees, buildings, and vehicles. While the effects of strong winds are often overlooked, it should be noted that in 2003, two deaths in Southern California were directly related to the fierce conditions. A falling tree struck one woman in San Diego. The second death occurred when a passenger in a vehicle was hit by a pickup truck cover launched by the Santa Ana Winds.

The following depicts some of these Santa Ana winds and other major wind events in the city, neighboring communities, San Bernardino County, and the surrounding region. Severe wind events have been and will continue to be a hazard of concern for the city.[24]

- **January 6-7, 2003** - Widespread regional Santa Ana winds in the region resulted in 2 dead, 11 injured, and widespread property damage, road closures, downed trees, crop damage, wildfires, and power failures.
- **November 2014** - A Santa Ana wind event caused winds of approximately 50 mph, with damage reported throughout the region.
- **August 12, 2014** – Severe winds and hail swept through Needles. Wind gusts reached over 60 mph, snapping approximately 50 power poles and trapping one motorist beneath live power lines.[25]
- **August 16, 2016** - Winds fanned the Blue Cut Fire, which spread rapidly, forcing 84,000 mandatory evacuations and threatening 35,000 homes. For two days, numerous roads

[24] National Oceanic and Atmospheric Administration. May 2017. "A History of Significant Weather Events in Southern California." https://www.weather.gov/media/sgx/documents/weatherhistory.pdf

[25] Steinberg, Jim. "High Winds, Hail Bash Needles, Snap Power Poles." San Bernardino Sun, August 12, 2014. https://www.sbsun.com/2014/08/12/high-winds-hail-bash-needles-snap-power-poles/.

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were closed, including I-15, in both directions. The fire destroyed 105 homes and 313 smaller structures and scorched 36,274 acres before being extinguished.

- **January 2017** - A series of three storms caused strong winds that knocked down hundreds of trees throughout the region, causing millions of dollars in damage.

Thunderstorms

Needles and San Bernardino County as a region are no strangers to severe weather and thunderstorms. The following lists some recent major storm events in the surrounding communities and San Bernardino County.

- **August 29-31, 2021** – Thunderstorms brought severe winds and flash flooding. In San Bernardino County, 30 low water crossings on Highway 95 between Needles and Lake Havasu Road were covered in mud and debris, resulting in $50,000 in property damage.

RISK OF FUTURE EVENTS

Drought

Drought will continue to be a foreseeable event in the future of California, including Needles. Droughts in the area are expected to become more frequent and intense due to climate change. Droughts that result from infrastructure failure are equally impossible to predict since the circumstances that lead to infrastructure failure are unique to each situation.

Extreme Heat

As temperatures rise throughout California, the number of extreme heat days will also increase. According to Cal-Adapt data, which relies on NOAA data sources, Needles experiences extreme heat days. The city historically (1961-1990) experienced, on average, four extreme heat days annually based on this historic period. That number of days is predicted to increase to 14 days annually from 2035-2064. According to Cal-Adapt, the city is projected to experience an annual average of 37 extreme heat days by 2100.

Severe Wind

Given the region's history of severe wind events, it is very likely that wind events will continue to impact the city. The most probable source of wind events in the future will likely originate from extreme storms, such as thunderstorms brought by monsoons. All expectations are that the probability of severe wind events occurring again in the future is highly likely. As discussed in **Tables 3-2 and 3-3**, a "highly likely" probability indicates a greater than ten percent chance of severe wind events occurring annually.

Thunderstorms

There is no indication that thunderstorm hazards will abate either in Needles in the future. While Needles may experience prolonged periods of dry or wet years, all expectations are that the probability they will occur again in the future is highly likely and anticipated to increase in the future is highly likely. As identified in **Tables 3-2** and **Table 3-3**, the future probability for this hazard is more than ten percent chance each year.

CLIMATE CHANGE CONSIDERATIONS

Drought

Climate change is anticipated to abate drought in certain situations but, on the other hand, could also intensify and exacerbate it in other cases. In some cases, climate change-intensified weather patterns, like ENSO, may bring more rain to California and Needles, which would abate drought conditions for the State's affected parts. In other cases, climate change may also prolong the La Niña phase of ENSO, leading to longer dry periods with no precipitation in California.

Due to climate change, droughts are expected to become more frequent and intense in San Bernardino County and, more broadly, throughout California by mid-century. Scientific studies indicate:

- Climate change is projected to drive more frequent historically warm temperatures, reduced precipitation and snowpack, abnormally dry soils, and, in turn, drought conditions.
- Modeling studies attribute more frequent coincident warm and dry years and more severe drought conditions in Southern California due to climate change.
- The incidence of extremely dry years (those occurring in 1 out of every 100 years over the historical period) could triple by the end of the century.
- The likelihood of long-duration droughts in San Bernardino County would increase significantly, with some studies showing a more than 80% chance of multidecadal drought by the end of the century.[26]

Climate change is also expected to increase the average temperature and cause more frequent and prolonged heat waves in California and Needles. During these events, water supplies may be diverted for cooling functions in the city. Hotter temperatures may also lead to increased surface water evaporation, which could contribute to greater water consumption. If a drought were to occur during a future heatwave, it could place water supplies under strain.

From a regional perspective, warmer overall temperatures in California are anticipated to reduce statewide water supplies. Much of California's water comes from melted snow in the High Sierra, where mountain snowpack acts as a natural reservoir. As the average temperature grows warmer with climate change, the amount of precipitation that falls as snow is expected to shift towards rain. Precipitation as rain will not flow into reservoirs and aqueducts the same way snowmelt does. The natural water reservoirs created by the snowpack stay intact as the initial snowpack runoff begins in the early spring and ends in early to late summer, depending on the level of the snowpack.[27] The runoff from the snowpack can be managed due to the slow pace at which the snow melts; however, when rain occurs in place of snowfall, there is no significant way to collect the water and retain it because it falls much faster. As less snow falls, the amount

[26] San Bernardino County Vulnerability Assessment. https://wrcog.us/DocumentCenter/View/7477/San-Bernardino-County-Vulnerability-Assessment

[27] NASA. "World of Change: Snowpack in the Sierra Nevada." https://earthobservatory.nasa.gov/world-of-change/SierraNevada#:~:text=The%20snowpack%20on%20the%20Sierra%20Nevada%20has%20generally%20peaked%20and,reservoirs%20while%20recharging%20the%20groundwater.

of melted water from the snowpack in the Sierra Nevada will decrease, reducing the water flowing into the reservoirs and aqueducts that supply Southern California. If regional and local water agencies do not account for increased groundwater withdrawal, Needles and the San Bernardino County region could experience greater dependence on imported water.

Extreme Heat

The primary effect of climate change is warmer average temperatures. The hottest years on record have occurred since 2000, with 2016 and 2020 being tied.[28] As climate change accelerates in the 21st century, extreme heat events are anticipated to become more frequent and intense in the city. The projection is that extreme heat days could increase between 10 and 64 days annually by 2100, and the city can expect a shift in residential and business needs for cooling and addressing heat-related issues.

Severe Wind

Studies indicate that climate change may affect severe wind events in varying ways, but it is unknown whether the frequency and intensity of events may be some of those ways. As temperatures increase, the amount of energy available to fuel storms that can cause severe wind events is expected to increase.

Thunderstorms

Climate change is expected to alter rainfall patterns in Southern California, including Needles. As the climate warms, rain events are predicted to become more intense. Needles will likely experience more rain inundation events that lead to flooding and erosion and increase the threat of dam failure and other potential hazards within the community and surrounding area.

Infrastructure Failure (Energy Shortage, Power Failure [PSPS])

DESCRIPTION

Energy Shortage

An energy shortage is any shortage or interruption in the energy supply to end users. California's energy infrastructure is designed to cope with the State's highly variable conditions and frequent disruptions caused by wildfires, storms, and floods. Generally, power failures caused by these events are short-term and limited to regional impacts. System-wide outages or shortages caused by a major disruption in supply or transmission are of more concern. The analysis of energy shortage for this LHMP focuses on disruptions to electrical power supply.

[28] Rebecca Hersher and Lauren Sommer. 2020. "2020 May be the Hottest Year on Record. Here's the Damage it did." NPR. https://www.npr.org/2020/12/18/943219856/2020-may-be-the-hottest-year-on-record-heres-the-damage-it-did

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Power Failure (PSPS Event)

An energy/power failure is an event that occurs within an electric power system when the total real or reactive power of the power plants in the system is insufficient to supply all consumers with electric power of the required quality. These events are considered a lifeline system failure. These failures or outages can be the primary hazard, or these events can directly result from another hazard, such as an earthquake, extreme weather event, or flood. These failures can also be in conjunction with other lifeline system failures such as natural gas, communication, drinking water, wastewater disposal, or transportation. Power failure can exacerbate and or create detrimental effects on these various operational and lifeline systems. For this hazard profile discussion, energy/power failure incidents are the primary hazard of concern; however, power failure associated with other hazard events is a concern for many of the other hazards profiled in this plan.

Generally, these power failure events are the direct result of events beyond the control of the City. These events often occur during a time of extreme demand/need for power, such as an extreme heatwave that creates an enormous strain on the power grid as residents try to stay cool. Most of these energy outages are short-term but can last for weeks if the situation is dire. There are three (3) types of power failures or outages; each of them is categorized based on duration and the actual effect of the failure/outage event:

1) **Permanent** - A massive loss of power typically caused by a fault on a powerline; however, power is restored automatically once the fault has been cleared.
2) **Brownout** - A sag (or drop) in voltage in an electrical power supply. They can cause equipment or various operational systems to perform poorly.
3) **Blackout** - A total loss of power in an area; the worst form of a power failure. Blackouts can last from a few minutes to multiple weeks, depending on the nature of the causing event and the configuration of the actual electric network.

A Public Safety Power Shutoff (PSPS) is a practice that the three major electric providers in California (Southern California Edison (SCE), Pacific Gas & Electric (PG&E), and San Diego Gas and Electric Company (SDG&E)) and other utility companies may use to preemptively shut off power in high fire hazard areas to reduce fire risk during extreme and potentially dangerous weather conditions (hot, dry, and windy). The WAPA, which delivers energy to the City of Needles, can potentially conduct a PSPS event, especially in high wildfire risk areas.

LOCATION AND EXTENT

Energy Shortage

The city and surrounding areas are subject to energy shortages. Energy shortages can occur throughout the entire city. Shortages can vary in size and area of disruption for electrical services from a large area to a small number of service connections.

Power Failure

The entire City of Needles is vulnerable to energy/power failure. Most power failure events, as stated earlier, are not necessarily caused by humans. An overwhelming demand for power due to accidents, equipment malfunction/failure, weather conditions, or other natural hazards the

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city is susceptible to can be the catalyst that creates a loss of energy/power. The Western Area Power Administration (WAPA) delivers energy to the City of Needles on a 69KVA transmission line. The distribution line crosses the river in town at 3240 Needles Hwy, the firehouse switchyard. The City of Needles also has a back 69KVA Line from the Nora McDowell Substation located 15 miles north of Needles.

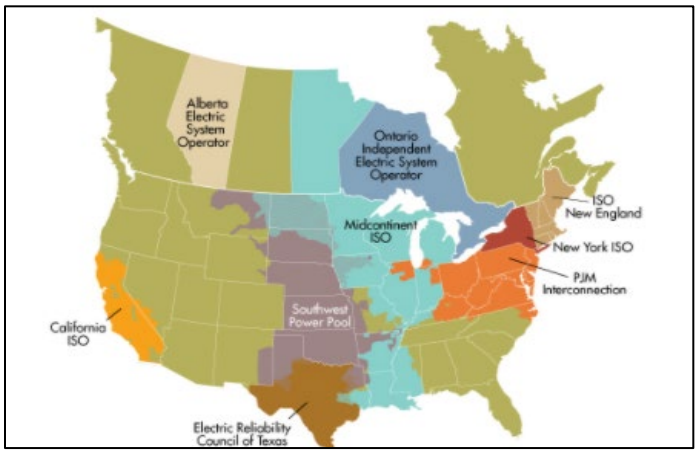
Power failure can occur in only small areas of the city, such as a single location or neighborhood, or the entire grid could fail, suddenly causing the entire city to lose power. Power failure is indiscriminate in who, where, or what it affects; however, locations with older infrastructure or infrastructure located above ground may be more susceptible to weather-related hazards. The duration of these power failures completely depends on the severity of the actual cause of the power loss and what is required to repair the issue or issues.

The electricity industry operated for years through "vertically integrated utilities," meaning that they owned generation, transmission, and distribution, which typically had monopolies in their designated service areas. In 1996, the Federal Regulatory Commission issued orders 888 and 889 requiring utilities with transmission infrastructure to provide nondiscriminatory access to all transmission customers. One way for a utility company to comply with this new requirement was to allow an independent system operator (ISO) to operate their transmission system for them. ISOs do not own the electricity transmitted over the grid, and they allow market participants to transmit electricity at the best available price. In 1998, because of Order 888 and CA state legislation AB 1890, the California ISO was incorporated as a nonprofit public benefit corporation to fulfill this mission. ISOs are often compared to air traffic controllers, as they independently manage the traffic on a power grid they do not own, much like air traffic controllers manage airplane traffic in the airways and on airport runways.

The California ISO is one of nine independent system operators in North America (refer to **Figure 3-6**). Collectively, they deliver over 2.2 million gigawatt-hours of electricity each year and oversee more than 26,000 miles of high-voltage power lines. These independent grid operators serve two-thirds of the United States.[29]

No PSPS circuits have been identified in the City of Needles.

Figure 3-6: All of the ISOs in North America



[29] California ISO website: "ISO History." http://www.caiso.com/about/Pages/OurBusiness/ISO-history.aspx

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PAST EVENTS

Energy Shortage

Due to the especially high demand for electricity during the warmer months, energy shortage has occurred throughout the city, region, and state. Some recent events (within the last 10 years) include:

- **August 2020 (Statewide) –** California experienced rolling blackouts due to a record-breaking heatwave and high electricity demand. Though not widespread in Needles, the city was placed on Flex Alert status and was at risk for rotating outages.
- **Summer 2016–2024 (Needles, CA) –** Multiple small-scale outages occurred in residential areas during peak summer months due to transformer overload and heat-related equipment failures.
- **Ongoing PSPS (Public Safety Power Shutoff) Events –** Although Needles has not been a direct target of PSPS, regional utilities' wildfire prevention shutoffs have raised concern about future reliability during fire season.

Power Failure

Due to maintenance and infrastructure failure, small-scale power failure frequently occurs throughout Southern California. The city, region, and state has experienced several occasions where power has been lost due to human-caused errors and natural hazards. Energy failures and blackouts tend to occur on a larger regional scale, affecting Needles residents and businesses depending on the location of the failure. Some events within the last 40 years include:

- **December 1982** (near Tracy, California) - Loss of a transmission tower, two (2) 500-kV lines, and a pair of 230-kV lines. Five (5) million people were impacted. (Equipment Failure)[30]
- **October 1989** (Loma Prieta Earthquake) - Loss of substations; 1.4 million people impacted (Seismic Event)[31]
- **January 1994** (Northridge Earthquake) - Widespread power outages within the Lost Angeles region. Black-outs were also reported in seven western states, Mexico and Canada.[32]

[30] "The 3 Worst Power Outages in the History of the U.S".https://www.a-1-electric.com/the-3-worst-power-outages-in-the-history-of-the-u-s/#:~:text=On%20December%2022nd%2C%201982,going%20without%20electricity%20for%20hours.

[31] Eguchi, R. T.; Seligson, H. A. (1994), "Lifeline perspectives" Practical lessons from the Loma Prieta earthquake, National Academies Press.

[32] "The January 17, 1994 Northridge Earthquake: Effects on Electric Power and Selected Industrial Facilities." EPRI, April 22, 1997. https://www.epri.com/research/products/TR-106635#:~:text=The%20Northridge%20Earthquake%20was%20the,experienced%20the%20highest%20ground%20motion.

- **August 1996** (region) - Cascading impacts from loss of power from 1996 North American Blackouts[33]
- **December 1998** (San Francisco) - Loss of substations, impacting 350,000 buildings and 940,000 people. (Infrastructure failure, human error)[34]
- **2000** (statewide) - Power failures due to electricity crisis.[35]
- **2011** (Southwest Blackout) - Cascading impacts from the loss of power from the 23 distinct events on 5 separate power grids impacted 1.4 million people. This was the largest power failure in California history.[36]
- **July 2017** (Los Angeles) - An explosion at a power plant caused widespread outages in San Fernando Valley.[37]
- **July 2018 (San Bernardino County)** – Severe monsoonal thunderstorms caused localized power outages in the tri-state area, including portions of Needles.

Risk of Future Events

Energy Shortage

Energy shortage events are expected to continue in Needles. As extreme heat becomes more frequent, the need for power will increase to cool homes and businesses, placing more of a demand on energy resources. As identified in **Table 3-2** and **Table 3-3**, the future probability of an energy shortage is possible, or between a one-tenth of a percent and a one percent chance each year.

Power Failure

Today, several mechanisms are in place to monitor, manage, and adapt to changing conditions and demands to help reduce and/or eliminate energy failures. California and regional departments (California Independent System Operator- Cal ISO, Federal Energy Regulatory Commission- FERC, Western Electricity Coordinating Council- WECC, North American Electric Reliability Corporation- NERC, California Public Utilities Commission- CPUC, California Energy Commission- CEC) are focused on energy production, use, and management. Each agency plays a role in planning, managing, and coordinating the allocation of energy within the state of California. Needles can experience a power failure anytime and anywhere throughout the year.

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[33] *Venkatasubramanian, Mani V. (2003-08-20)* "Analyzing Blackout Events: Experience from the Major Western Blackouts in 1996."

[34] "Technician's error caused 1998 outage" https://www.sfgate.com/bayarea/article/Technician-s-error-caused-1998-outage-1-death-2595806.php

[35] Sweeney, James L. 2002. "The California Electricity Crisis: Lessons for the Future." https://www.nae.edu/Publications/Bridge/OurEnergyFuture/TheCaliforniaElectricityCrisisLessonsfortheFuture.aspx

[36] Medina, Jennifer (September 10, 2011) "Human Error Investigated in California Blackout's Spread to Six Million". The New York Times. https://www.nytimes.com/2011/09/10/us/10power.html?scp=1&sq=blackout&st=cse

[37] Floyd, Annie. July 8, 2017. DWP Plant Explosion Causes Massive Power Outage In San Fernando Valley. Laist. https://laist.com/news/dwp-plant-explosion-causes-massive

The probability of it occurring again will always be present, as the city depends on electricity to function.

Climate Change Considerations

Energy Shortage

Energy shortages caused by other hazard types may be affected by climate change. Many energy shortage events are typically caused by some natural hazards (i.e., extreme heat, extreme cold). As discussed in the Severe Weather section, climate change is also expected to increase the number of extreme heat events in Needles. As higher temperatures create more energy demand, this effect may also increase the frequency and duration of energy shortage events.

Power Failure

Projections of changing climatic conditions through the end of the century suggest that the City should address future power failure concerns. Energy demands are not anticipated to increase significantly throughout the city (due to compliance with updated codes and requirements); however, electricity production occurs outside the city, reducing opportunities for Needles to be energy independent. To better address energy/power failure, Needles' current and future climate change mitigation and adaptation efforts should prioritize energy efficiency measures, generate energy locally from clean and renewable sources, and build reliability & redundancy using the latest energy storage and backup systems technologies.

Geologic Hazards (Expansive Soils)

Description

Expansive soil is a soil that can shrink or swell and thus change in volume. Volume increases or decreases result from changes in the moisture content of the soil. These soils will almost always contain some form of expansive clay mineral, such as smectite or vermiculite, which can absorb water and swell, increasing in volume. The opposite effect (shrinkage) occurs as the soil dries. The more water is absorbed, the greater the volume increases. For the most expansive soils, volume changes of 10% are common. The actual amount that the ground will swell or shrink is determined by the water content in the near-surface (active) zone.[38]

Many of our country's largest towns and cities, and therefore their local and residential streets, highways, services, and buildings, are founded on clay-rich soils and rocks. These expansive soils can prove to be a substantial hazard to construction and the design of structures due to the ability of the soils to shrink or swell with seasonal changes in weather and moisture, changes at the site such as leakage from water supply pipes or drains. Even changes to landscaping and how it is drained or following the planting, removal, or severe pruning of trees or hedges near structures can help to address structural damage associated with expansive soils.

[38] Jones L. (2018) Expansive Soils. In: Bobrowsky P., Marker B. (eds) Encyclopedia of Engineering Geology. Encyclopedia of Earth Sciences Series. Springer, Cham. https://doi.org/10.1007/978-3-319-12127-7_118-1

Residential homes and other single-story buildings, pavements, pipelines, and other shallow services, such as fiber optics, are especially vulnerable to soil expansion damage. They lack the flexibility of movement that other heavier multi-story structures have. Concrete construction such as driveways, sidewalks, asphalt roadways, or parking lots is also susceptible to damage because their lightweight nature extends over a relatively large area. Most new structures and improvements that adhere to current building standards and requirements incorporate expansive soil mitigation.

Location and Extent

According to the California Building Code (CBC) Section 1803.5.3, soils with an expansive potential of less than 20 are considered "non-expansive," and soils with an expansive potential of greater than 20 are considered expansive. The extent to which soil expansion is present in an area or site can be measured relies on the Expansive Soil Index (**Figure 3-7**), which identifies categories ranging from very low to very high.

Figure 3-7: Expansive Soil Index

Expansion Index- Expansive Potential Categorization	
0-20	Very Low
21-50	Low
51-90	Medium
91-130	High
>130	Very High

Engineers and other professionals use the expansion index, EI, as an indicator of the soil's swelling potential. It may also be used to determine the suitability of soil to satisfy requirements set by specifying agencies.

The EI test is not used to duplicate any particular field conditions such as soil density, water content, loading, in-place soil structure, or soil water chemistry. However, consistent test conditions are used to prepare compacted specimens so that data can be directly correlated.[39]

Expansive soils are found worldwide, and the United States is no exception. Every year, they cause billions of dollars in damage. According to the American Society of Civil Engineers, roughly 25% of all homes in the US have experienced damage from expansive soils. They estimate that expansive soils cause more damage, resulting in financial loss to homeowners than earthquakes, floods, hurricanes, and tornadoes combined.[40]

Expansive soils in Needles exist in areas that are in the floodplain. Most of the city is in the 100-year floodplain, and most of the city's downtown area is in the 500-year floodplain. See **Figure 3-8** for the FEMA 100-year and 500-year flood zones in Needles.

[39] ASTM International: "Standard Test Method for Expansion Index of Soils" https://www.astm.org/Standards/D4829.htm

[40] King, Hobart M. PhD. Geology.com "Expansive Soil and Expansive Clay" https://geology.com/articles/expansive-soil.shtml#:~:text=How%20Many%20Buildings%20are%20at,damage%20caused%20by%20expansive%20soils

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Past Events

Given the presence of expansive soils in various parts of the city, the city and its residents could experience occasional damage to structures caused by these soils. The most vulnerable structures would be those built before adopting the City's building codes and standards that mitigate the effects of these hazards.

Risk of Future Events

The community's expansive soils will continue to swell and contract as they are exposed to water, become saturated, swell, and eventually dry out and contract, potentially causing damage as this occurs. As identified in **Table 3-2** and **Table 3-3**, the future probability of expansive soils is between a one percent and a one-tenth of a percent chance each year.

Climate Change Considerations

It is possible that expansive soils may be affected by climate change, as climate change is expected to bring about more frequent drought conditions and contribute to more intense storms like El Niño. These extreme conditions could further increase the intensity of the expansive soils, physical expansion, and contraction, potentially increasing damage throughout the vulnerable parts of the city.

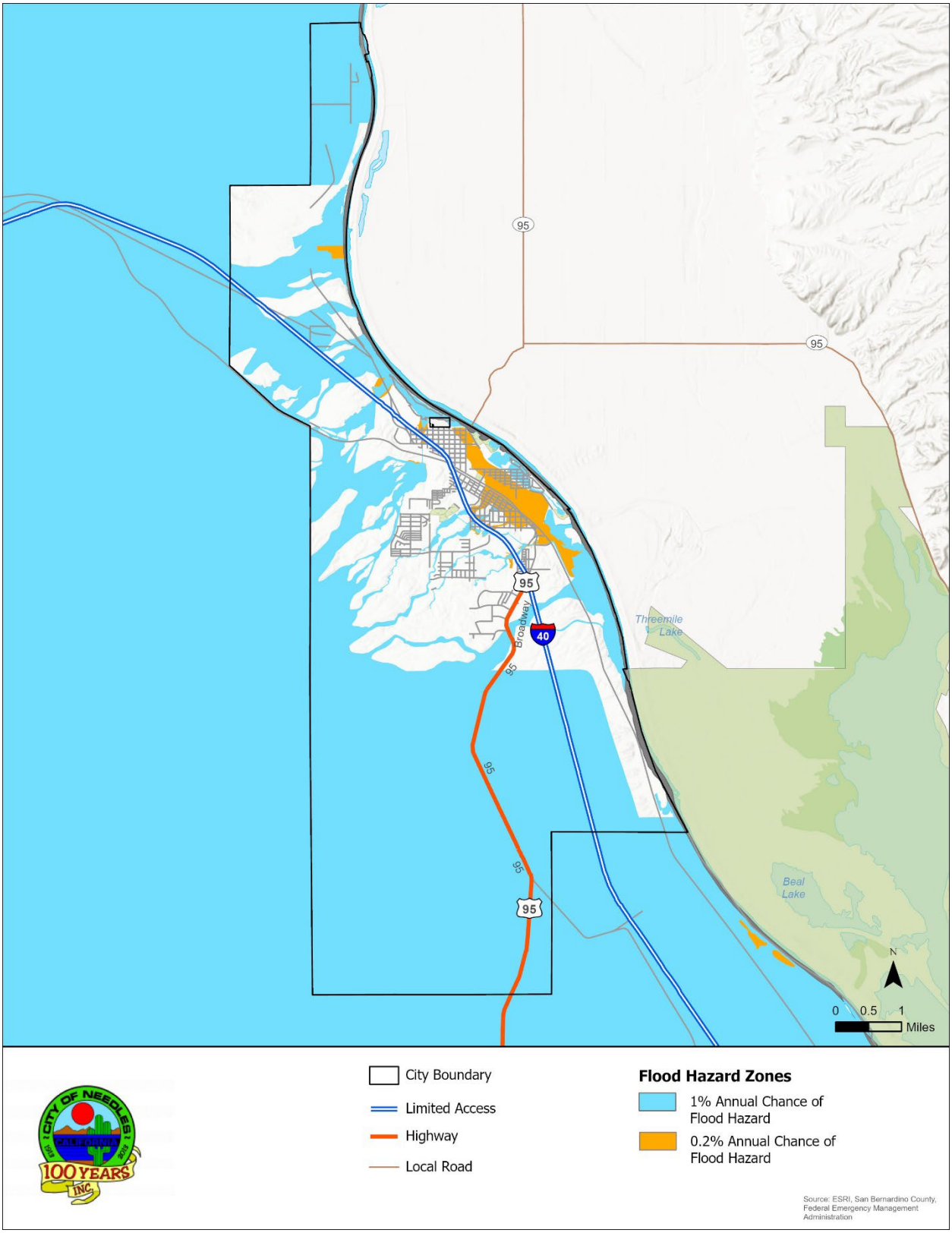
Flooding (Including Dam Failure)

Description

Flood

Flooding occurs when an area becomes inundated with more water than it can drain in a specified period. This can range from a small, confined area, such as a grassy field in a park that floods for a few hours after a rainstorm, to whole city sections, such as streets becoming impassable because of floodwaters. When floods are small, they may only represent a minor inconvenience as some recreational pathways and curb cuts become flooded. These smaller instances of flooding where water collects into a pool of standing water are called "ponding." On the other hand, larger flood events can hamper a city's operations. For example, if multiple streets flooded simultaneously, the results could prevent emergency workers from reaching people needing assistance. Flooding also has the destructive potential to damage critical infrastructure. For instance, unprotected electronic equipment can short-circuit if it becomes inundated by floodwaters. This could lead to outages in street lighting, traffic signals, and even City and government computer systems.

Figure 3-8: FEMA 100-Year and 500-Year Flood Zones in Needles



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Flooding has the potential to occur from multiple sources. In Southern California, the primary cause of flooding is usually heavy rain occurring during the winter storm season. Most precipitation in California arrives either via atmospheric rivers or the ENSO cycle. Atmospheric rivers are channels of moist air located high in the atmosphere. The ENSO cycle is a regional meteorological phenomenon in the southern Pacific Ocean consisting of ocean water and air temperature variations. These variations give rise to two distinct phases: El Niño, the warm and wet phase, and La Niña, the dry and cold phase. When the El Niño phase is active, California will likely receive higher than normal precipitation levels. These higher-than-normal levels of rainfall can quickly overwhelm the capacity of certain sections of land to drain the precipitation before the rainwater begins to pool effectively.

In Needles, flash flooding can occur. Flash flooding is a sudden flood of great volume, usually caused by heavy rain. Flash flooding tends to occur in the summer and early fall because of the monsoon rains and is typified by increased humidity and high summer temperatures. Flash flooding can cause roads and bridges to wash out, and the erosion of earthen channels and basins. Cities and towns often experience street closures for several days due to sediment transport and road damage.

A failure in infrastructure may also cause flooding. For example, a water main or sewage pipeline that bursts could cause flooding if left uncontained for a significant period of time. A more serious infrastructure failure, such as the failure of dams, reservoirs, or levees, could cause extensive flooding.

Dam Failure

Dam, reservoir, and levee failure can result from several causes, such as earthquakes, rapidly rising floodwaters, and structural design flaws. These hazards can occur instantaneously or very gradually, depending on the source of the failure. Inundation associated with these events can cause loss of life, damage property, and result in other impacts, such as displacement of persons residing in the inundation path and loss of critical infrastructure.

LOCATION AND EXTENT

Flood

The Federal Emergency Management Agency (FEMA) designates which areas in the United States are susceptible to flooding and how likely they are to experience flooding. FEMA uses a complex classification system to categorize the level of risk for each section of land. The two most well-known measures of flood event likelihood are the 100-year flood and 500-year flood zones. These designations do not refer to floods that occur every 100 or 500 years but to the likelihood of occurring yearly. For example, a 100-year flood zone has a 1 in 100—or 1% chance—of occurring in any given year, while a 500-year zone has a 1 in 500—or 0.2% chance—of occurring in any given year. These likelihood measures are combined with each locale's specific geography to produce specific flood “zone” designations. **Table 3-13** shows a detailed list of all the flood zone categories used by FEMA.

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TABLE 3-13: FEMA FLOODPLAIN ZONES	
Zone	**Description**
A	Within a 100-year flood plain, but the water height of the 100-year flood is not known.
A1-30 or AE	Within a 100-year flood plain and the water height of the 100-year flood is known.
AO	Within a 100-year flood plain, and the water height of the 100-year flood is between one and three feet but not specifically known.
A99	Within a 100-year flood plain, protected by flood protection infrastructure such as dams or levees.
AH	Within a 100-year flood plain, and the water height of the 100-year flood is between one and three feet and is specifically known.
AR	Within a 100-year flood plain, protected by flood protection infrastructure that is not currently effective, but is being rebuilt to provide protection.
V	Within a 100-year flood plain for coastal floods, but the water height is not known.
V1-30 or VE	Within a 100-year flood plain for coastal floods and the water height is known.
VO	Within a 100-year flood plain for shallow coastal floods with a height between one and three feet.
B	Within a 500-year flood plain or within a 100-year flood plain with a water height less than one foot (found on older maps).
C	Outside of the 500-year flood plain (found on older maps).
X	Outside of the 500-year flood plain (found on newer maps).
X500	Within a 500-year flood plain or within a 100-year flood plain with a water height less than one foot (found on newer maps).
D	Within an area with a potential and undetermined flood hazard.
M	Within an area at risk of mudslides from a 100-year flood event.
N	Within an area at risk of mudslides from a 500-year flood event.
P	Within an area at risk of mudslides from a potential and undetermined flood event.
E	Within an area at risk of erosion from a 100-year flood event.

FEMA has designated most of Needles as lying within Zone “X,” generally meaning the city is not in danger of a 500-year flood; however, a significant amount of the downtown area does fall within the 500-year flood zone. The city is at risk of flooding due to surface drainage through the streets and storm drains. **Figure 3-8** depicts the city's 100-year and 500-year flood zones mapped by FEMA.

TABLE 3-14: FLOODING HOTSPOTS IN NEEDLES	
Location	**Problem Draining During Heavy Rains**
K Street Bridge	Flooding
Baliey Avenue (between J Street and Lillyhill Drive)	Flooding
Lillyhill Drive (between Bailey Avenue and Clary Avenue)	Flooding
Needles Highway (between Budweiser Road and Balboa Street	Flooding

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Table 3-15 identifies relevant data regarding Needles from the National Flood Insurance Program (NFIP).

TABLE 3-15: NFIP DATA FOR NEEDLES	
Total Number of Policies	13
Policy Characteristics	Residential Policies: 11 Business Policies: 2
Total Premiums	$12,624
Insurance in Force	Residential: $2,752,000 Business: $580,000 Total: $3,332,000
Total Number of Closed Paid Losses	Residential: 5 Business: 0
$ of Closed Paid Losses	Residential: $16,398 Business: $0
# of Repetitive Loss (RL) Properties	0
# of Severe Repetitive Loss (SRL) Properties	0
CRS Class Rating	N/A
Source: FEMA, 2024	

Dam Failure

The two dams that are a hazard to Needles are the Davis Dam and the Hoover Dam. If either dam were to fail, the damage to Needles would be catastrophic. The most extensive damage would be focused on the portions of the city along the Colorado River.

1) **Davis Dam** – Davis Dam is approximately 25 miles north of Needles on the Colorado River and approximately 67 miles downstream of the Hoover Dam. The Mexican Treaty of 1944 required the United States to construct Davis Dam to deliver water to Mexico. The reservoir formed by the dam, Lake Mohave, is used for that purpose through integrated operations of Hoover and Davis Powerplants. Davis Dam is 200 feet above the lowest point of the foundation and 140 feet above the level of the river. It is a zoned earth-fill structure with a concrete spillway, intake structure, and powerplant. The dam's crest length is 1,600 feet, and its top width is 50 feet. Its reservoir, Lake Mohave, has a total storage capacity of 1,818,300 acre-

Davis Dam
Source: Bureau of Reclamation

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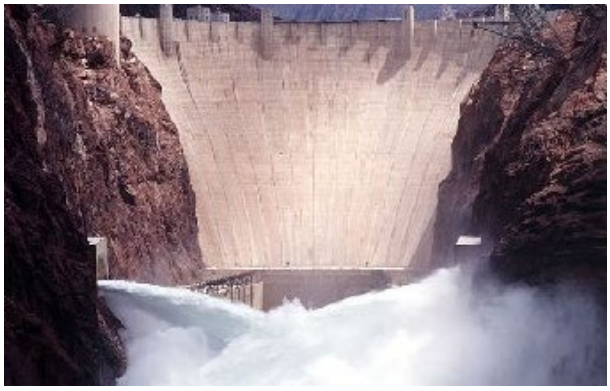
feet and, at maximum capacity, extends 67 miles upstream to the tailrace of the Hoover Powerplant.[41]

2) **Hoover Dam** – Hoover Dam is located approximately 105 miles north of Needles. Completed in 1935, the dam was built to protect Southern California and Arizona from disastrous flooding from the Colorado River and irrigate farm fields. It also supplies water and power to Los Angeles. The amount of concrete used to build the Hoover Dam was enough to pave a road from San Francisco to New York City. It is the highest concrete arch-gravity dam in the United States. The dam is located in the Black Canyon area of the Colorado River. It is a concrete thick-arch structure. The dam is 726 feet high and 1,244 feet long. It contains 3.25 million cubic yards of concrete. Its maximum storage is 30,237,000 acre-feet. Lake Mead, Hoover Dam's reservoir, extends 115 miles upstream. Lake Mead is one of the largest human-made lakes in the world.



Hoover Dam
Source: Bureau of Reclamation

Due to the large reservoirs associated with Davis Dam and Hoover Dam and the downstream location of the city in relation to these dams, dam failure or inundation of either of these dams could be catastrophic for the entire city and its residents.

PAST EVENTS

Flood

San Bernardino County is no stranger to flooding during massive storm systems and has experienced the destructive effects that occur as a result. Some flooding events have caused damage in the City of Needles in the past. San Bernardino County is no stranger to flooding during massive storm systems and has experienced the destructive effects that occur as a result. Some flooding events have caused damage in the City of Needles in the past. **Table 3-16** identifies past events of flooding in the city.

TABLE 3-16: HISTORY OF FLOODING IN NEEDLES

Date	Description and Effect
August 12, 2014	A strong storm brought 60 mph winds and heavy rain to the city. The thunderstorm produced flash flooding. The debris from the flash flooding closed Highways 62, 177, and 95 in both directions. Source: The Sun
August 22, 2016	A band of thunderstorms caused flash flooding in the city, pushing several vehicles off the highway. Flooding was reported on SR 95 near I-40. Source: AP

[41] U.S. Bureau of Reclamation. Projects and Facilities: Davis Dam. https://www.usbr.gov/projects/index.php?id=47

Dam Failure

There are no recorded dam failure events for the Davis Dam or the Hoover Dam.

RISK OF FUTURE EVENTS

Flood

There is no indication that the severe rainfall that leads to flooding will abate in the future, either in Needles or the greater region of Southern California. While San Needles may experience prolonged periods of dry or wet years, flood events will likely continue to impact the city. For areas within the 100-year and 500-year flood hazard zones, the likelihood of flooding occurring annually is 1% and 0.2%, respectively.

Because the city is vulnerable to flooding during various storms and monsoons, it actively participates in the FEMA National Flood Insurance Program (NFIP). Through this program, “Special Flood Hazard Areas” within the city are identified and mapped on Flood Insurance Rate Maps (FIRMs), identifying the areas that require flood insurance. FIRMs generally describe flooding in terms of a 100- or 500-year flood event, which translates into the probability (1.0% or 0.2%, respectively) that flooding could occur within the designated zone in any given year. In addition to the federal requirements within the NFIP, the City has adopted flood protection standards requiring minimum building elevation, flood-proofing, and anchoring of buildings in areas prone to flooding. **Figure 3-6** identifies the FEMA Flood Hazard Zones mapped within the city.

The City of Needles works with San Bernardino County on flood management and mitigation projects. The City also takes steps on an annual basis to maintain and prepare for flood events, ensuring the existing infrastructure can effectively convey floodwaters. Flood events within the city can occur either due to large storms and flash flooding that overwhelms infrastructure or the failure of flood control facilities that inundate downstream communities.

Dam Failure

Due to the presence of the two dams near Needles, the city is at risk of inundation in the case of significant dam failure. The potential consequences of dam failure are death or injury, people being displaced from their homes, damage to existing public and private buildings, damage to infrastructure, loss of services from utilities, loss of government services, and economic losses. The U.S. Army Corps of Engineers (USACE) evaluates and rates dams based on confirmed or unconfirmed safety issues, the probability of failure, and the potential consequences. The hazard potential classification indicates the potential hazard to the downstream area resulting from the failure or misoperation of the dam or facilities. It reflects the probable loss of human life and impacts on the economic, environmental, and lifeline interests. The hazard potential does not speak to the dam's condition or the risk of the dam failing. In this regard, the USACE has given both the Davis Dam and Hoover Dam a high-hazard potential classification.

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Climate Change Considerations

Flood

Climate change is expected to exacerbate the conditions leading to flooding in Needles. Climate change will cause more intense local, regional, and global weather patterns, intensifying atmospheric rivers. Exactly how climate change will impact ENSO frequency is unknown, but its effects are anticipated to become more intense. Winter storm precipitation amounts in Southern California will increase based on atmospheric rivers and ENSO changes. This increases the likelihood of an exceptional rain event in Needles that could overwhelm the capacity of the region's flood control system to contain and drain all the precipitation.

Due to climate change, droughts are also expected to increase in length and frequency. Soils dried by extensive drought periods are less able to absorb and drain water, likely increasing flood possibility. Overall, climate change is expected to create conditions that will raise the likelihood of flooding in Needles.

Dam Failure

Climate change could increase the risk of dam failure in the future. More intense rainstorms may increase the likelihood of reservoir infrastructure becoming overwhelmed, including the dams that control floodwaters from inundating Needles and the rest of San Bernardino County. Indirectly, increased climate change-induced rains may cause more erosion, compromising the dam's structural integrity and the foundation on which it sits.

Human-Caused Hazards (Cyber Threat, Hazardous Materials Release, Natural Gas Pipeline, Transportation Accident)

Description

The Human-Caused Hazards profile discusses cyber threats, hazardous materials incidents, natural gas pipeline hazards, and transportation accidents.

Cyber Threat

Cyber threats are when an individual or a group threatens or attempts to disrupt the operations and functioning of computer systems belonging to private citizens, religious groups, educational institutions, government agencies, or businesses. These threats include online harassment, hacking, or in-person tampering with electronic equipment. Successful cyber threats can lead to service disruptions, infrastructure damage, and theft and may cause injury or death in severe instances.

Hazardous Materials Incident

The state of California defines hazardous materials as substances that are toxic, ignitable, or flammable, reactive, and/or corrosive. The state also defines hazardous materials as

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substances that show high acute or chronic toxicity, are carcinogenic (causes cancer), have bioaccumulative properties (accumulates in the body's tissues), are persistent in the environment, or are water-reactive. The primary concern associated with a hazardous materials release is the public's short and/or long-term effects from exposure to the hazardous material.

Hazardous materials release refers to a hazard event whereby harmful concentrations of hazardous or toxic substances are released into the environment. This occurs when storage containers of hazardous materials leak or fail. This can happen due to industrial accidents, vehicle crashes, as a direct result of other disasters (e.g., a flood or earthquake), or as a deliberate act.

The threat that hazardous materials pose to human health depends on the type of material, frequency, and duration of exposure, and whether chemicals are inhaled, penetrate the skin, or are ingested, among other factors. Exposure to hazardous materials can result in short- or long-term effects, including major damage to organs and systems in the body or death. Hazardous waste is any material with properties that make it dangerous or potentially harmful to human health or the environment and is no longer of use requiring disposal. Hazardous materials can also cause health risks if they contaminate soil, groundwater, and air, potentially posing a threat long after the initial release.

Natural Gas Pipeline Hazard

Natural gas pipelines primarily serve to move gas from the point of origin (production/storage well) to the point of consumption. Inter- and intrastate pipelines transport natural gas produced from gas fields, either onshore or offshore, through gathering systems to commercial, residential, industrial, and utility companies. The pipelines are usually constructed of carbon steel and vary in size from 2 inches (51 mm) to 56 inches (1400 mm) in diameter, depending on the type of pipeline.

Transportation Accident

A transportation accident is a crash or other failure involving a vehicle, including a car, truck, or train. This can result from the vehicle operator making an error or environmental conditions that prevent the vehicle from being safely maneuvered. Examples of transportation accidents include automobile crashes, freight truck collisions, and train crashes or derailments. It should be noted that small-scale incidents, such as minor collisions between automobiles, would not count as a hazard. However, a large-scale collision involving multiple vehicles that shuts down a freeway could present a hazard to Needles because it could deter first responders from reaching victims or prevent residents from evacuating quickly.

LOCATION AND EXTENT

Cyber Threat

Since computers are so ubiquitous, a cyber threat could appear in virtually any part of the city. In extreme circumstances, a threat could impact the entire city. Cyber threats vary in their length and severity of impact. A minor threat could cause computer systems to slow down for a few minutes and not behave as responsively. On the other hand, a major cyber threat could cause a complete shutdown of critical systems, including those used by banks, healthcare institutions, universities, major businesses, and city governments.

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Cyber threats are not measured on any scale, but they can be assessed by determining the following:

1) The type of incident (website defacement, denial of service, unauthorized surveillance)
2) The use of malicious software
3) The level of security countermeasures that failed to prevent the cyber threat
4) The duration of the cyber threat (a few hours, a few days, several weeks, etc.) [42]

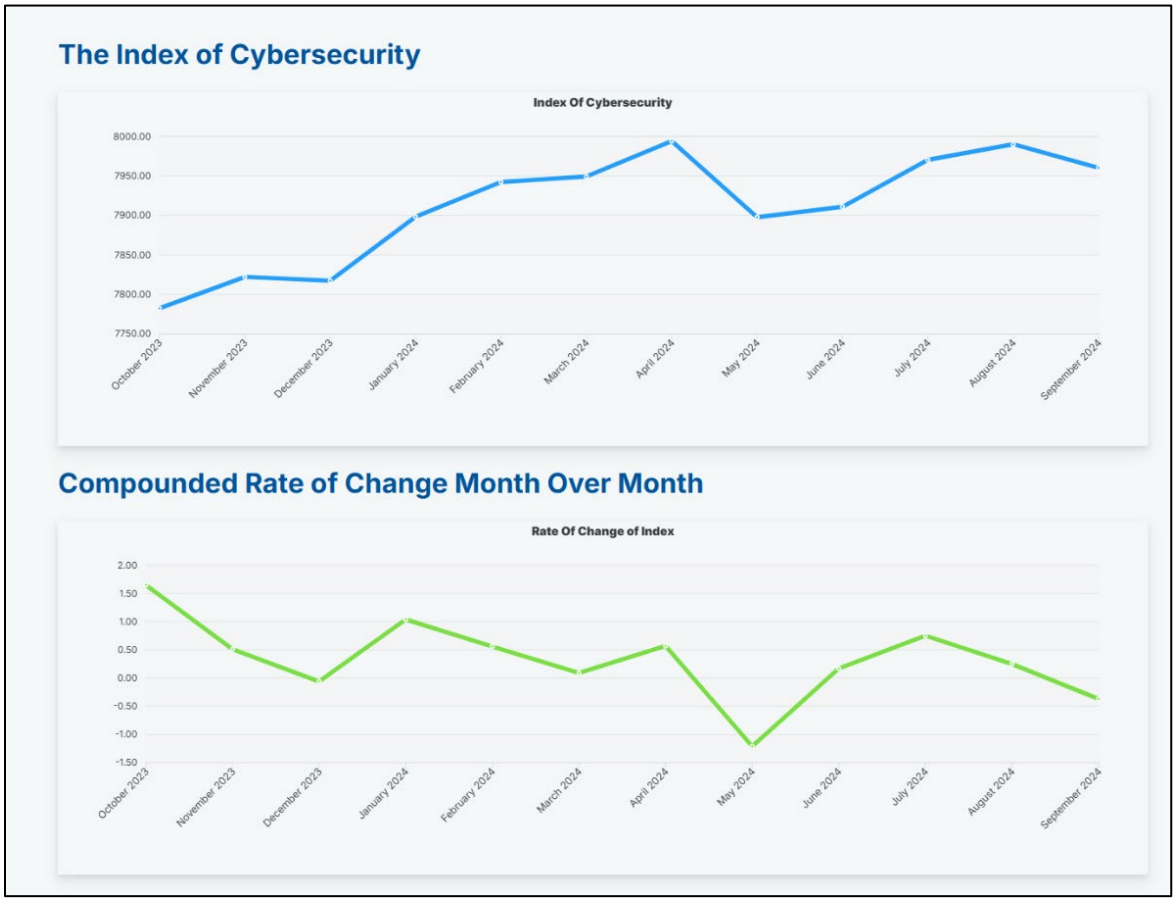
Globally, cyber threats are increasing and becoming more sophisticated. The most common types of attacks include:

- Phishing
- Ransomware
- Intellectual Property Theft
- Spyware/Malware
- Unpatched Software

The Index of Cyber Security (**Figure 3-9**) can be referenced to understand the status of cyber threats, which identifies the measure of perceived risk. Since 2015, this index has trended upward and appears to have doubled in this timeframe.

[42] Mateski, M., C. Trevino, C. Veitch, J. Michalski, J. Harris, S. Maruoka, and J. Frye. 2012. "Cyber Threat Metrics." *Sandia National Laboratories*. https://fas.org/irp/eprint/metrics.pdf.

Figure 3-9: Index of Cyber Security[43]



Hazardous Materials Incident

Hazardous materials and chemicals are used daily in households and businesses throughout Needles. In addition to the locations of large commercial and industrial uses, sources of hazardous materials can originate from seemingly harmless places such as gas stations, auto repair shops, dry cleaners, medical centers, and almost any industrial business. Hazardous waste can take the form of liquids, solids, contained gases, or sludge. It can be the by-products of manufacturing processes or simply discarded commercial products, like cleaning fluids and pesticides.

In severe situations, Needles may also be at risk of hazardous materials release events on a regional level. With the right prevailing wind conditions, airborne toxic material could spread to and impact various parts of the air basin, including areas of Needles.

Figure 3-10 identifies stationary hazardous materials locations within Needles that store, use, or produce hazardous materials regulated by the state. While these locations are fixed, roadways throughout the community are commonly used to transport hazardous materials and waste. These facilities are common locations for spills and releases. While there is no extent scale for hazardous materials release, the probability of an incident is anticipated to be occasional (less than 10% chance of occurrence) each year. Currently, the City has 296 facilities

[43] TAG Infosphere

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registered with the Environmental Protection Agency (EPA). According to the California State Water Resources Control Board, there are a total of 31 sites in the city that require cleanup activity. Of these, 28 cases have been completed and considered closed. Of the remaining three, one site is currently in remediation, and two are under site assessment.

Natural Gas Pipeline Hazard

One natural gas pipeline is located north of the city in Willow Valley. Southern California Gas Company operates this pipeline. Most of the streets and roads within the city have natural gas lines. Four pipelines, approximately eight miles south of the city, cross the Colorado River along I-40. Based on the location of this infrastructure, any portion of the city has the potential for natural gas pipeline breaks that could expose businesses and residents to potential harm. **Figure 3-11** shows the natural gas pipelines in and around the city.

Transportation Accident

Arterial streets, highways, freeways, and railways are widespread in and around Needles. Major freeways passing through Needles include I-40 and US-95. Rail infrastructure runs through the center of Needles. Passenger and freight rail use this right-of-way, including Amtrak and Burlington Northern Santa Fe (BNSF). Any of these transportation corridors, or others in or around Needles, could be the site of a transportation incident that affects the community. Generally, transportation incidents are measured by the number of deaths they cause.

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Figure 3-10: Hazardous Materials Locations in Needles

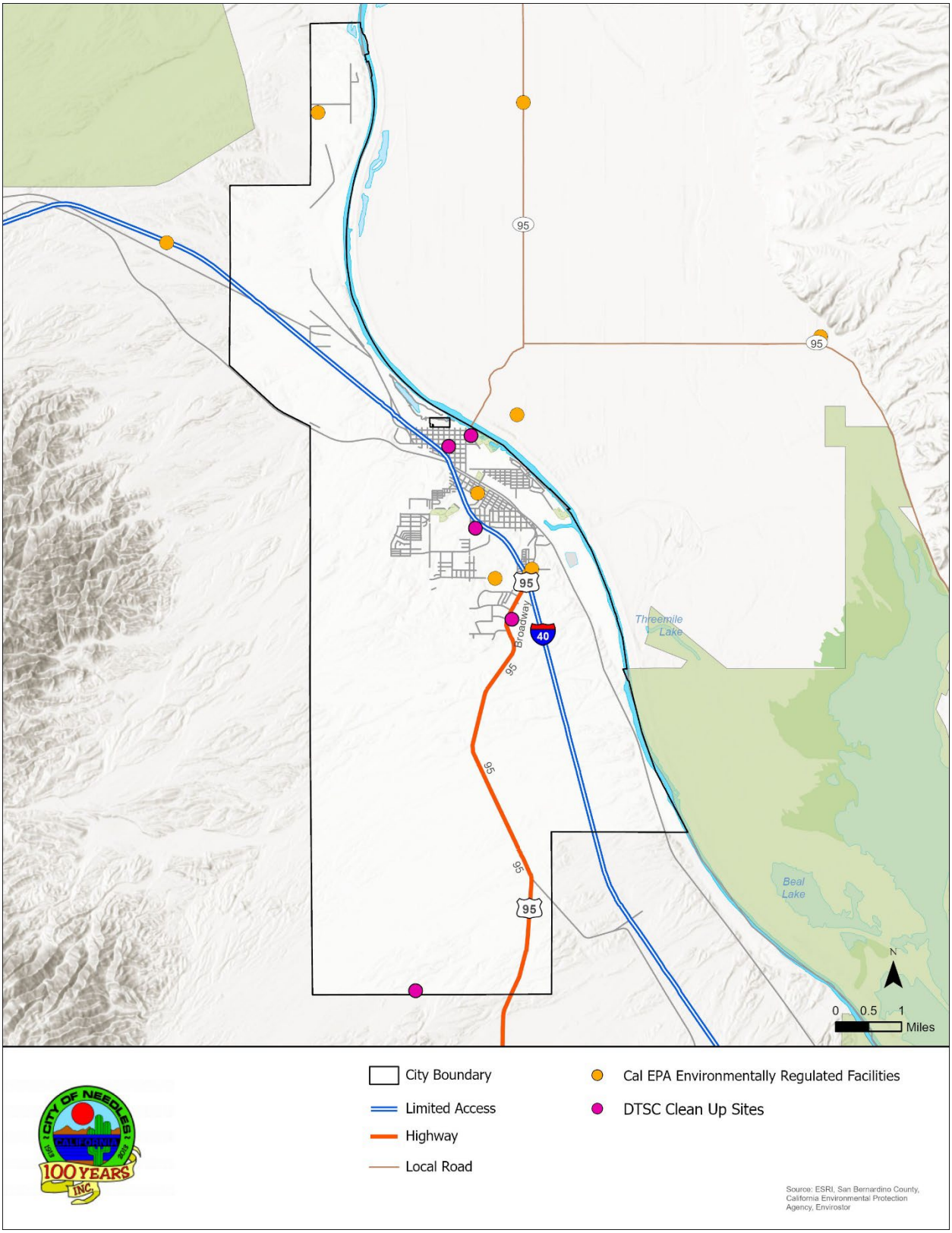

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Figure 3-11: Natural Gas Pipelines Near Needles

PAST EVENTS

Cyber Threat

The City of Needles has not experienced any cyber incidents negatively impacting public services or safety. However, several jurisdictions in Southern California and across the country have. Several recent incidents local to the city include:

- **April 2023** – The San Bernardino County Sheriff's Department was hit with a cyberattack that likely started after someone clicked a malicious hyperlink. The Department recovered the data but shut down most of its systems, including email, internet, and many computers in its vehicles, out of precaution. County officials did not say if they paid a ransom for the data.[44]

In addition, other recent, notable cybersecurity events in the US include the Colonial Pipeline incident, JBS (the world's largest meatpacker), and the Washington DC Metropolitan Police

[44] McMillan, Rob. "San Bernardino County Sheriff's Department Shuts down Internet Systems Following Recent Cyberattack." ABC7 Los Angeles, April 23, 2023. https://abc7.com/san-bernardino-cyberattack-ransomware-hyperlink/13176620/.

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Department. These attacks have resulted in the shutdown or delay in critical services and functions, increasing the cost of goods/services, financial losses, and operational delays.

Hazardous Material Incident

Needles has experienced an average of 13.93 hazardous materials spills reported annually to the Cal OES Spill Release Reporting database. **Table 3-17** displays this data. Most of these incidents involve the release of sewage and petroleum products.

TABLE 3-17: HAZARDOUS MATERIALS SPILLS REPORTED ANNUALLY IN NEEDLES

Year	Reported Releases
2010	10
2011	9
2012	10
2013	10
2014	16
2015	2
2016	12
2017	17
2018	22
2019	14
2020	15
2021	22
2022	20
2023	16
Annual Avg	**13.93**

Source: https://www.caloes.ca.gov/cal-oes-divisions/fire-rescue/hazardous-materials/spill-release-reporting

Natural Gas Pipeline Hazard

No natural gas pipeline accidents have occurred in Needles. According to the NTSB database, there have been two natural gas pipeline explosions/leaks of major relevance in California:

1) In 2010, the City of San Bruno experienced a huge explosion when one of Pacific Gas and Electric Company's natural gas pipelines exploded and caused an enormous fire. Eight people were killed in the explosion.[45]

2) The Aliso Canyon gas leak, called the Porter Ranch gas leak, was a massive natural gas leak in Aliso Canyon (near Los Angeles). A 7-inch well casing rupture caused a leak in an underground storage facility due to microbial corrosion from outside contact with

[45] Gonzalez, Sandra (September 11, 2010). "Search for bodies in deadly San Bruno PG&E gas line explosion ends". San Jose Mercury News. Retrieved September 11, 2010. https://www.mercurynews.com/2010/09/10/search-for-bodies-in-deadly-san-bruno-pge-gas-line-explosion-ends-2/

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groundwater. Almost 100,000 tonnes of methane and over 7,000 tonnes of ethane were released into the atmosphere.[46]

Transportation Accident

There was a total of six fatality accidents in Needles from 2020-2024. Four of these events were caused by improper turning, one from an unsafe lane change, and one from a pedestrian violation. During the same time period, there were no major transportation accidents, (such as those resulting in a hazardous materials spill or mass casualty event.

RISK OF FUTURE EVENTS

Cyber Threat

Due to the integrated nature of technology into the everyday lives of Needles' residents, businesses, and government operations, it is possible that a cyber threat could emerge in the future. While no cyber threats are publicly known to have disrupted the City's normal operations in the past, the likelihood of a cyber threat affecting the residents, businesses, and/or governmental operations in the future is increasing. As identified in **Table 3-2** and **Table 3-3**, the future probability of cyber threat is highly likely, or greater than a 10% chance each year.

Hazardous Materials Incident

Most release events within Needles have occurred due to human error, malfunctioning equipment, or a deliberate act. Given this, future events within Needles are anticipated to include minor incidents like some of the past occurrences identified above in **Table 3-17**. Activities to prevent future releases, as well as response strategies, should take this into consideration. As identified in **Tables 3-2 and 3-3**, the future probability of hazardous materials release is likely, or between a one percent and ten percent chance each year.

Natural Gas Pipeline Hazard

The city and its residents rely on natural gas as a major means of heating and cooking within the home. As long as natural gas use continues within the city, the potential for risk will remain. Regular maintenance and inspections of these pipelines will be the best way to minimize the possibility of future release incidents. Activities to prevent future releases, as well as response strategies, should be taken into consideration. As identified in **Tables 3-2 and 3-3**, the future probability of hazards occurring from a natural gas pipeline is possible, or between a one-tenth of a percent and a one percent chance each year.

Transportation Accident

Transportation accidents will certainly continue. While guarding against such events and implementing safety measures is possible, preventing every transportation accident is impossible. The large volume of traffic on streets and highways in and around Needles makes it likely that an accident will occur on rail or highway transportation infrastructure in the future.

[46] Wilcox, Greg. August 28, 2017. "LA County declares state of emergency over Porter Ranch gas leak." Los Angeles Daily News. https://www.dailynews.com/2015/12/15/la-county-declares-state-of-emergency-over-porter-ranch-gas-leak/

As identified in **Tables 3-2 and 3-3**, the future probability of a transportation accident is possible, or between a one-tenth of a percent and a one percent chance each year.

CLIMATE CHANGE CONSIDERATIONS

Cyber Threat

Climate change is not likely to impact cyber threats in the future within Needles.

Hazardous Materials Incident

Climate-related natural hazard events, such as increased precipitation and subsequent flooding, could cause an increase in hazardous materials release. Some of these incidents could result from transportation crashes (due to poorer road conditions) or damage to storage containers or vessels containing these substances. Climate-related hazards could also exacerbate the effects and impacts of such events. For example, heavier rains could lead to more runoff from a contaminated site with hazardous materials. These issues should be monitored during the five-year implementation period of this plan.

Natural Gas Pipeline Hazards

Releases from natural gas pipelines are not anticipated to be affected directly by climate change. The location of this physical infrastructure is predominately underground within streets and easements throughout the city. Based on this location, the most likely impact of climate change would be the exposure of this infrastructure because of some other type of event. The most likely event would be erosion or some other event that could expose these facilities.

Transportation Accident

As mentioned in the severe weather profile, climate change is expected to alter rainfall patterns in Southern California, including Needles. As the climate warms, rain events are predicted to become more intense. Needles will likely experience more rain inundation events that lead to flooding and erosion, increasing the risk of transportation accidents. Additionally, heat stress on asphalt transportation corridors and railways could lead to an increase in transportation accidents. Heat stress can cause asphalt roads and railways to expand and deform. This leads to potential issues like rutting on roads and buckling or warping of rails, resulting in safety hazards like train derailments and reduced road lifespan due to increased damage from heavy vehicles.

CHAPTER 4 – THREAT AND VULNERABILITY

Threat Assessment Process

The threat assessment process evaluates the harm Needles may experience from a hazard event. Threat assessment does not consider a hazard's likelihood, so it gives equal consideration to hazards that are more likely (e.g., earthquakes, drought) as well as hazards that are less probable (e.g., urban fire, dam failure). The threat assessment examines three aspects of each hazard: the physical threat to Critical Facilities (CFs) and Facilities of Concern (FOCs), the social threat to vulnerable populations, and the threat to any other assets.

Critical Facilities And Facilities Of Concern

Critical facilities consist of properties and structures that play important roles in government operations and their services to the community. Examples of CFs include local government offices and yards, community centers, public safety buildings like police and fire stations, schools, and any other properties a city has deemed essential for its operations. Critical Facilities may also serve dual roles if a city designates them as public assembly points during an emergency. The City often owns CFs, but many are also owned and operated privately, such as some utilities and telecommunication infrastructure. Facilities of concern are structures that play an important role in the city but are not critical to its function. These can be city-owned or privately owned facilities such as senior assisted living homes, parks, and storage facilities, to name a few.

The HMPC identified 10 CFs and 14 FOCs in Needles that fall into five different categories based on their function or characteristics. **Table 4-1** shows the number of CFs and FOCs in each category, the total estimated value of the facilities in each category, and examples of the facilities in each. **Appendix D** has a complete list of the CFs and FOCs. **Figure 4-1** displays the location of the CFs and FOCs in Needles.

The potential loss value is the total insured value of the CFs that fall within the hazard zone. It is intended to provide an estimate of a replacement cost if the property is completely or severely damaged. The actual repair costs could be smaller or larger than the provided estimate. The data relies on the City's Insured Asset Values, and therefore, information for facilities not owned by the City is not shown (e.g., bridges, private buildings). In some instances, replacement cost information was not made available. Where this occurs, "N/A" has been used within the table.

Based on the available data provided by the City, there is a minimum of $116,244,778 worth of City-owned assets. The greatest potential for loss among the city-owned assets comes from the infrastructure category. The next category with the greatest loss potential is the Public Works Facilities category followed by the City Facilities category. To better understand the magnitude of impacts, this plan identifies representative percentages of potential impact based on the total valuation of City assets. For planning purposes, it is reasonable to assume that impacts would not exceed 50% of the total asset value citywide.

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The following are parameters to help understand how much a proposed investment/improvement compares to the existing assets within the city:

- **1% Impact** - $1,162,447
- **5% Impact** - $5,812,238
- **10% Impact** - $11,624,477
- **20% Impact** - $23,248,955
- **50% Impact** - $58,122,389

The likelihood that all facilities are completely damaged simultaneously is extremely remote. Most impacts are anticipated to be isolated to specific locations based on the hazard. This estimate does not include the value of underground infrastructure and surface drainage facilities owned and operated by the City.

TABLE 4-1: CRITICAL FACILITIES AND FACILITIES OF CONCERN

Category	Number of Facilities		Potential Loss
	Critical	Concern	
City Facilities (City Hall)	2	0	$5,405,100
Community Centers/Facilities	0	3	$4,347,000
Parks Facilities	0	13	$2,724,200
Infrastructure	29	0	$44,938,278
Public Works Facilities	1	8	$17,130,200
Medical Facilities (not City-owned)	1	0	$40,000,000
Fire Stations (not City-owned)	1	0	$1,500,000
Police Stations (not City-owned)	1	0	$200,000
Total	**35**	**24**	**$116,244,778**

* Based on the City of Needles insured replacement values

VULNERABLE POPULATIONS

Factors such as age, physical and/or mental condition, socioeconomic status, access to key services, and many other factors affect the ability of people to prepare for and protect themselves and their property from a hazard event. Even though some hazard events may equally impact all parts of Needles, people may experience the impacts differently. Higher-income households, for instance, are more likely to afford the cost of retrofitting their homes to resist flooding or move to a location that is less prone to flooding than a lower-income household. As a result, a higher-income household is less likely to experience significant damage during a flood event than a lower-income household, even if the same amount of rain falls on both.

A social threat analysis examines the ways hazard events are likely to impact different demographic populations in Needles and where these different demographic populations live in the city. This includes assessing whether the people in an area of an elevated hazard risk are

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more likely than the average person to be considered a threatened population. The social threat analysis uses the following criteria to assess the threat to vulnerable populations:

- **Disability status:** Persons with disabilities may have reduced mobility and experience difficulties living independently. As a result, they may have little or no ability to prepare for and mitigate hazard conditions without assistance from others.
- **Income levels:** Lower-income households are less likely to have the financial resources to implement mitigation activities on their residences. Another challenge may be finding adequate time to research and access educational resources about hazard mitigation strategies. Furthermore, lower-income households are less likely to have the necessary resources to move to safer areas less at risk of being impacted by a hazard. The national poverty limit standard for the U.S. for a four-person family is approximately an income of $31,200 or less. For San Bernardino County, the FY 2024 Low-Income Limit for a four-person family, according to Housing and Urban Development (HUD), is $82,000
- **Seniors (individuals at least 65 years of age):** Seniors are more likely to have reduced mobility, physical and/or mental disabilities, and lower-income levels, all of which may decrease their ability to prepare for and mitigate a hazard event.

Table 4-2 shows the metrics for Needles residents who meet at least one of the criteria for threatened or vulnerable populations.

TABLE 4-2: NEEDLES THREATENED POPULATION METRICS

Threatened Population Metrix	Community-Wide Data
Population	4,900
Households	2,067
Median household income	$57,294
Renter households	48.0%
Percentage of households with at least one person living with a disability	59.3%
Percentage of households living under the poverty limit	27.4%
Percentage of households with one member aged 65+	36.3%
Area affected by Hazard (Sq Mile and Pct of city)	31.02 Sq Miles (100%)

Source: 2018-2022 U.S. Census Bureau's American Community Survey, 2024 U.S. Census Bureau's Estimates

The social threat analysis also shows the threat other populations may encounter. For example, people experiencing homelessness or people without access to lifelines (vehicles or communication networks) may experience greater hardship in evacuating or recovering from a disaster. Since data for these groups are not readily available, there is no definitive way to determine the number of persons in areas of elevated risk, so this assessment will discuss how these other threatened groups may also be affected on a general level.

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Data Limitations And Notes On Vulnerability Tables

Due to data limitations, the data comparing the hazard zone population with the citywide population comes from two separate sources. The citywide data comes from the US Census Bureau's American Community Survey (ACS), and the hazard zone population data comes from ESRI's Business Analyst reports. As a result, there may be minor discrepancies when comparing the two data sets. The data relies on available 2024 US Census Survey Projections and the 2018-2022 U.S. American Community Survey. **Chapter 2** identifies additional census-related information, which may differ from the data in this Chapter based on the data available for the analysis.

Other Assets

In addition to the City's designated inventory of CFs/FOCs and vulnerable populations, hazard events could threaten other important assets to Needles. These assets may include services, artistic or cultural landmarks, or local economic activities. Based on available information, the threat assessment describes the potential harm to these other assets.

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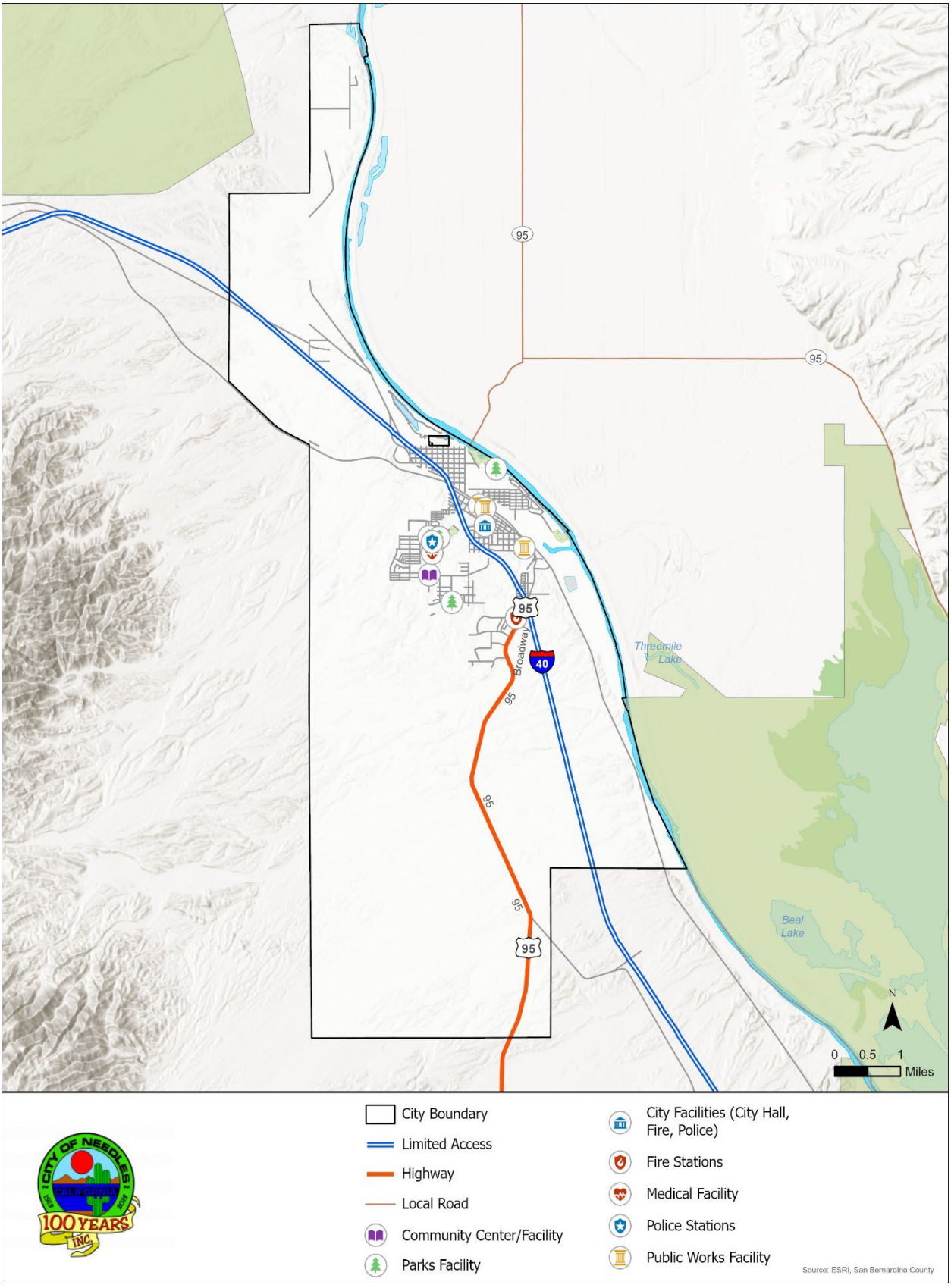
Figure 4-1: Critical Facilities and Facilities of Concern



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Threat Profiles

Earthquake Hazards (Seismic Shaking)

Physical Threat

Physical assets located in the eastern portion of the city are estimated to experience seismic shaking intensity between 0.1501g to 0.25g (shaking intensity in relation to the earth's gravity). These facilities could be damaged during a significant seismic event, which could be extremely costly for the City. If all facilities were damaged at the same time during a seismic shaking event, it can be assumed that the City would incur a percentage of the maximum potential loss of its physical assets. Assuming 20% of the City's assets are impacted, this potential loss could amount to over $23 million. Underground physical assets, like pipelines or utilities, could be damaged if the intensity of the seismic shaking is severe enough. In such a scenario, natural gas and water delivery service to Needles homes and businesses would not be available until repairs are completed. **Table 4-3** displays the potential scenario and losses incurred should shaking reach the described threshold. **Figure 4-2** displays the CFs (17) and FOCs (11) within the city's Seismic shaking potential hazard zones.

Table 4-3: Critical Facilities and Facilities of Concern (Seismic Shake 0.1501 to .25g)

Category	Number of Facilities		Potential Loss
	Critical	Concern	
City Facilities (City Hall)	0	0	-
Community Centers/Facilities	0	0	-
Parks Facilities	0	6	$2,024,700
Infrastructure	16	0	$20,605,399
Public Works Facilities	1	5	$15,999,700
Medical Facilities (not City-owned)	0	0	-
Fire Stations (not City-owned)	0	0	-
Police Stations (not City-owned)	0	0	-
Total	**17**	**11**	**$38,629,799**

* Based on the City of Needles insured replacement values

Social Threat

The risk of a seismic event is a danger to all Needles households and businesses; however, some populations are at higher risk than others.

Seniors, pregnant women, and persons with disabilities may be at higher risk in a seismic shaking event as they may have limited mobility, which could delay or prevent safe evacuation. Renters and persons with lower incomes are also more threatened by seismic shaking since they may live in homes that are not properly retrofitted to withstand the stresses of a seismic event. These groups may not have the financial resources to repair their homes or move to new housing if their homes become uninhabitable.

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Data compares the populations within the seismic shaking hazard zones to the citywide population. Of the approximately 4,900 residents of Needles, approximately 26.7% or 1,310 residents live within the 0.1501 to 0.25g seismic shake zone. This equates to approximately 573 (approximately 27.7%) of the city's 2,067 households located in a potential seismic shaking hazard zone. **Table 4-4** displays these characteristics of threatened populations in this area, covering approximately 1.78 sq miles (5.7%) of the city, which include households with lower median household incomes, a lower percentage of persons living with a disability, and a higher percentage of households with one member aged 65+.

TABLE 4-4: SEISMIC SHAKE HAZARD THREATENED POPULATIONS

Threatened Population Metrics	Seismic Shaking (0.1501 to 0.25g)	City of Needles
Population	1,310	4,900
Households	573	2,067
Median household income	$55,655	$57,294
Renter Occupied Households	47.6%	48.0%
Percentage of households with at least one person living with a disability	54.5%	59.3%
Percentage of households living under the poverty limit	22.5%	27.4%
Percentage of households with one member aged 65+	47.3%	36.3%
Percentage of Needles Potentially Affected Area	1.78 Sq Miles	5.7%

Other Threats

The goal of early earthquake warning systems is to afford utility providers additional time that they may use to shut off gas, water, and power transmission to try and control potential leaks following the event. Authorities may also have enough warning to halt the use of bridges or safely shelter or evacuate workers from hazardous locations. Therefore, the goal is to allow service providers to remain inactive, reducing further impact, until authorities determine it is safe for employees to return and reactivate utilities. The length of this time will vary depending on the event's magnitude. A significant earthquake would necessitate utilities to remain off for a few hours or several days. The city and the region could lose the economic activity that normally occurs. In addition, structures such as downed telephone poles or power transmission towers could block roadways and prevent first responders from reaching victims or evacuees who need assistance.

Changes in Population and Land Use Development

Based on the current Housing Element data, the city's anticipated residential/population growth over the next five years is not anticipated to increase Needles' vulnerability to earthquake-related hazards. While this may also be true concerning land use and development, if a strong earthquake impacts the city, there is the potential that older structures of the city may be impacted more severely than newer structures and developments in the city.

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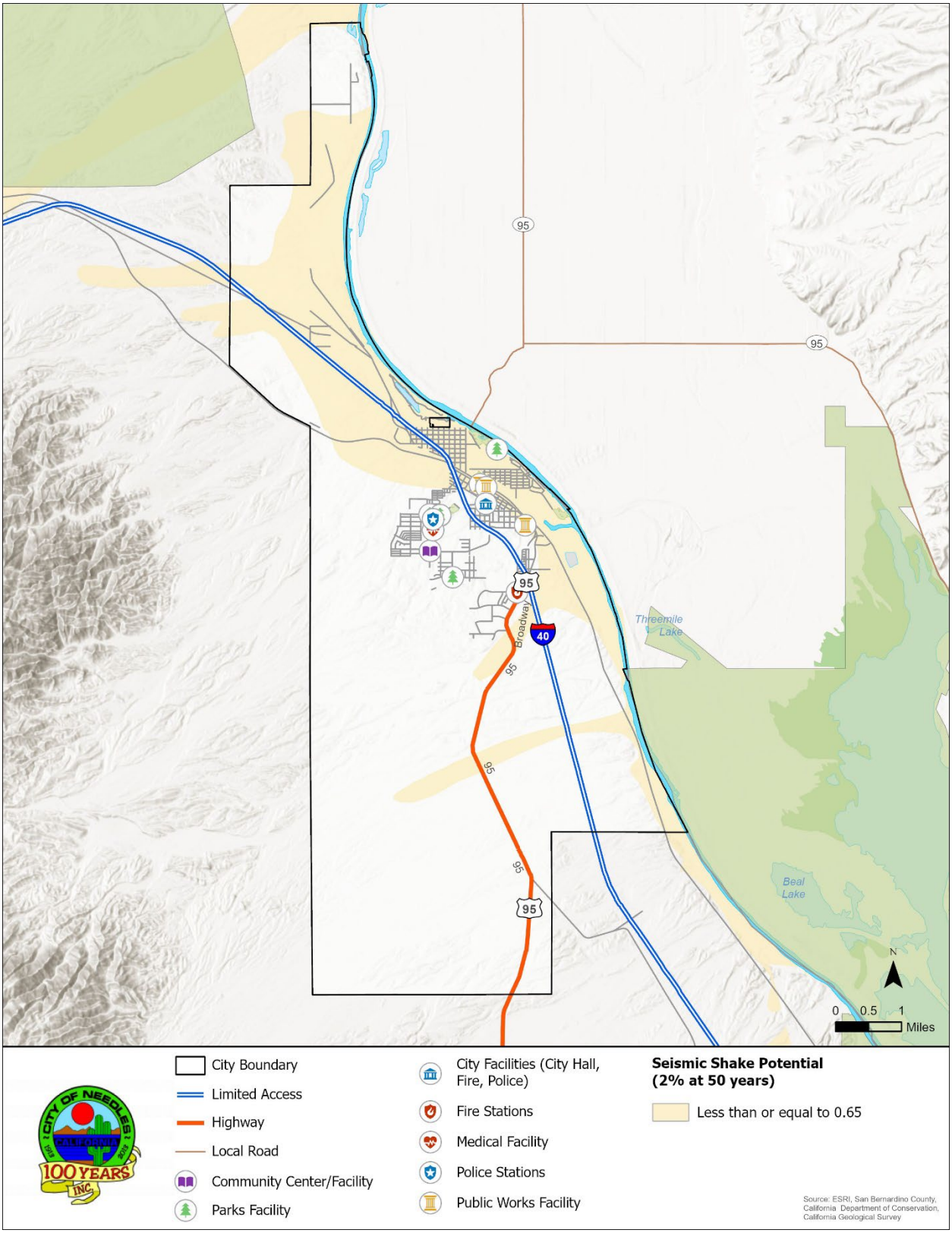
Figure 4-2: CFs and FOCs Located in Potential Seismic Shaking Hazard Zones



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WILDFIRE

Physical Threat

Structures and physical assets in Needles that are not equipped with fire suppression technology or design features that mitigate fire vulnerability are at risk of fire. Generally, these buildings are older, may not be well maintained, and may not meet current code requirements and regulations. While wildland fires can impact all structures, older buildings may have increased vulnerability to these hazards.

The California Department of Forestry and Fire Protection has no mapped Very High Fire Hazard Severity Zones (VHFHSZ) within the City's Local Responsibility Area (LRA) or the State Responsibility Area (SRA). The LRA is a government-designated area where a local agency, city, or county, NOT the State, is responsible for fire protection. An SRA is the opposite, where the State is responsible for wildland fire protection. The City of Needles does fall within a WUI. **Figure 4-3** identifies Needles' wildland-urban interface (WUI) area, including the CFs and FOCs, and historic wildfire perimeters in and around the city. **Table 4-5** identifies a combined total of 44 CFs and two FOCs within the WUI, which could result in a potential total loss of approximately $88 million. While these areas have a high degree of vulnerability to wildfire, other areas of the city may also be susceptible due to ember cast. Sometimes, the ignition of a wildfire may occur due to power lines located around overgrown trees, causing a spark and catching the tree on fire.

TABLE 4-5: CRITICAL FACILITIES AND FACILITIES OF CONCERN (WILDLAND URBAN INTERFACE)

Category	Number of Facilities		Potential Loss
	Critical	Concern	
City Facilities (City Hall)	2	0	$5,405,100
Community Centers/Facilities	0	3	$4,347,000
Parks Facilities	0	11	$2,528,000
Infrastructure	20	0	$33,135,278
Public Works Facilities	1	4	$1,300,000
Medical Facilities (not City-owned)	1	0	$40,000,000
Fire Stations (not City-owned)	1	0	$1,500,000
Police Stations (not City-owned)	1	0	$200,000
Total	**26**	**18**	**$88,415,378**

* Based on the City of Needles insured replacement values

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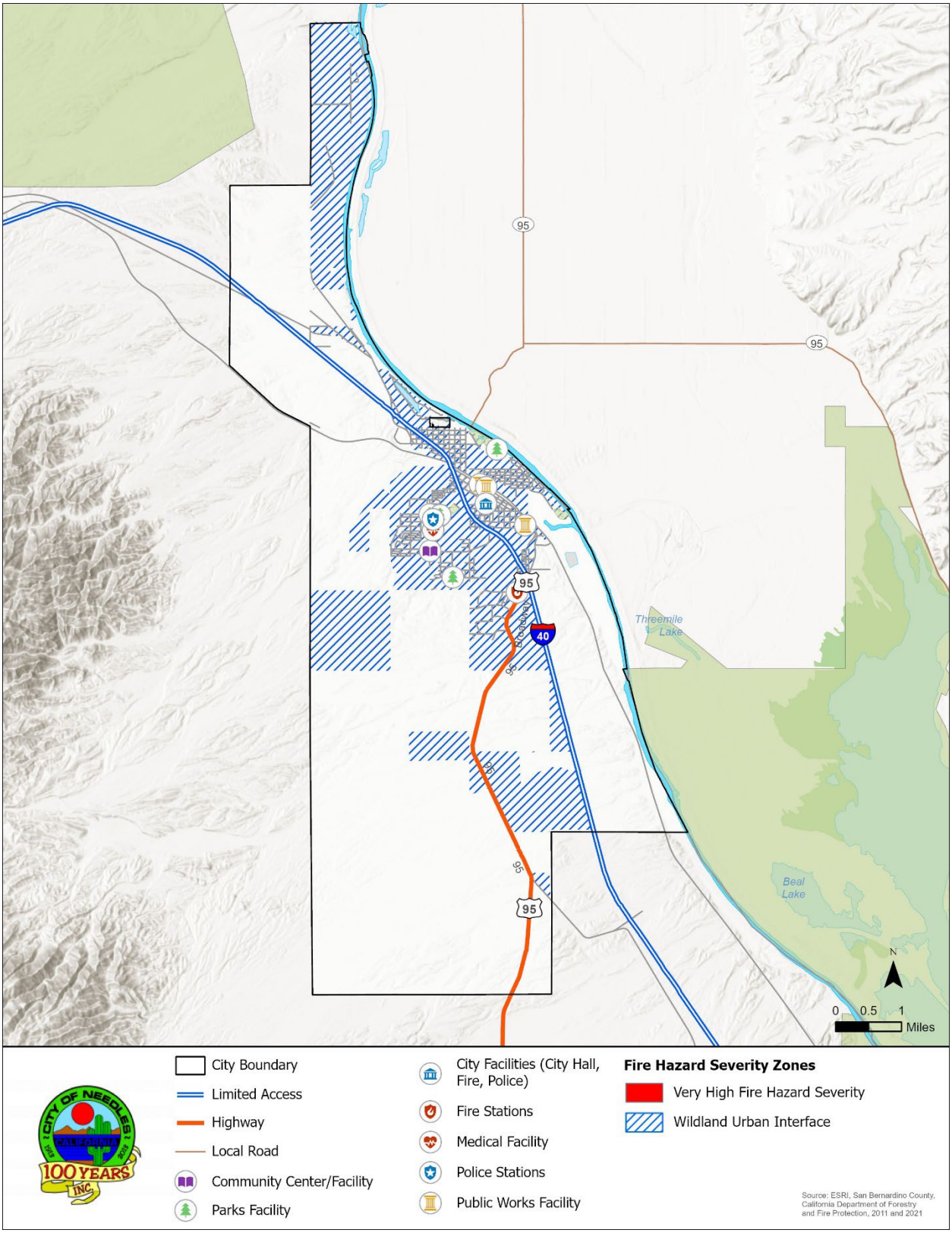
Figure 4-3: CFs and FOCs Located in the Wildland Urban Interface (WUI)



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Social Threat

A fire hazard immediately threatens seniors and people with disabilities. These groups may have limited mobility or diminished environmental awareness. For example, a senior who lives alone may not know if a fire ignites in their house until a room fills with smoke or a flashover occurs, at which point escape may be more difficult or impossible. Therefore, a fire that starts in or spreads to senior residences in Needles could be highly threatening to those populations. People with disabilities may require special mobility devices or caregiver assistance to evacuate, which may not be readily available when a fire occurs. Other groups with increased threat levels include lower-income people and renters. These individuals may live in substandard housing with outdated materials known to be flammable. Renters and lower-income persons may also live in housing units with improperly designed or unmaintained electrical or heating systems that could cause a fire. In the case of renters, these groups may not have the financial resources or authority to rebuild or relocate to new homes after a wildland or urban fire. Transportation-dependent populations are also at risk if evacuations become necessary and transportation services are suspended due to safety concerns.

Needles has a sizeable portion of its residents located within the Wildland Urban Interface (WUI). **Table 4-6** shows that approximately 94.7% of the city's population is within Needles' WUI. Of these households, approximately 59.8% have at least one person living there with a disability, 27.9% live under the poverty limit, and 35.7% have one member aged over 65+. These households also have a slightly lower median income than Needles as a whole.

TABLE 4-6: WILDLAND URBAN INTERFACE THREATENED POPULATIONS

Threatened Population Metrics	WUI	City of Needles
Population	4,642	4,900
Households	1,965	2,067
Median household income	$56,163	$57,294
Renter occupied households	49.0%	48.0%
Percentage of households with at least one person living with a disability	59.8%	59.3%
Percentage of households living under the poverty limit	27.9%	27.4%
Percentage of households with one member aged 65+	35.7%	36.3%
Percentage of Needles potentially affected area	8.67 sq miles	27.9%

Other Threats

Wildfires can consume power lines and force utility operators to shut off electrical and gas transmission activity, leading to utility outages in homes and businesses in Needles. Any streets surrounded by blazes or blocked by burning debris would hinder transportation, prevent residents from evacuating, and block emergency response crews from reaching the source of the fire. Anyone living towards the end of a cul-de-sac faces an elevated threat of being trapped if the fire occurs or spreads to the mouth of the street. Fires that destroy trees or vegetation (especially within parks and open space areas) could limit or prevent the use of these areas, affecting recreational opportunities for residents.

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Climate Change Vulnerability

Climate change will likely increase the city's vulnerability to wildfire impacts because of increasing temperatures, which could change the moisture content of plant materials and potentially increase future drought conditions.

Changes in Population Patterns and Land Use Development

If a large wildfire were to occur, it is feasible that changes to population patterns could fluctuate. Future land use designations, re-development, or new development in these areas could be restricted or prohibited, especially in the WUI. Based on the current Housing Element data, the city's anticipated residential/population growth over the next five years is also anticipated to increase Needles' vulnerability to wildfire-related hazards.

SEVERE WEATHER (DROUGHT, EXTREME HEAT, SEVERE WIND, THUNDERSTORM)

Physical Threat

Drought

Since the primary threat from drought is reduced water supply and availability, there are no foreseeable threats to any of the City's physical assets. It is possible that any water delivery infrastructure not used or used less than usual may fall into some degree of disrepair if maintenance is deferred. Lower water pressures may cause some aged water pipes to release rust particles into the water supply. Amenities within facilities, like water features and landscaping, could be affected by reduced watering. If dead or dying vegetation becomes a nuisance, the City may have to replace or retrofit locations affected.

Extreme Heat

Extremely high temperatures can cause roads to deform and buckle as the pavement expands in the heat, especially in poorly maintained areas. Power lines and other electrical grid sections are less effective in higher temperatures and may be damaged due to stress during extreme heat events. Buildings with dark pavement will absorb more heat than surfaces with vegetation or lighter materials that are better at reflecting the sun's energy. This urban heat island effect is strongest during hot periods when the sun is strongest.

Severe Wind

Intense winds likely present the greatest threat to physical structures, particularly from trees or branches that fall on buildings and cause substantial damage. Older structures that have deferred maintenance or have not been retrofitted for high wind conditions may suffer greater damage than newer/updated structures. Utility lines and wooden utility poles face an elevated threat from wind, as do buildings without reinforced roofs.

Thunderstorms

There is no indication that rainfall or severe rain hazards will abate either in Needles or the greater region of Southern California in the future. While Needles may experience prolonged periods of dry or wet years, all expectations are that they will continue and increase in severity. Rain could damage structures with poorly constructed roofs and erode the soil around building

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foundations. Heavy rain could also lead to flooding, damaging unelevated structures in flood zones.

Social Threat

Drought

Droughts are unlikely to cause serious social threats to households in Needles, though residents and business owners in the city may experience financial impacts associated with water conservation efforts. Those with less access to financial resources, such as low-income households or seniors, could be harder hit if higher water rates or additional fees are imposed during a severe drought event.

Extreme Heat

Whereas a heat event can be relatively harmless for those with a reliable means of staying hydrated and cool, the event can be deadly for others. Young children, the elderly, or people suffering from serious medical conditions are physiologically more vulnerable to heatstroke. Some senior citizens also take medicines that can make it harder for their bodies to maintain a safe internal temperature, creating an additional threat from extreme heat events. Young children may not be aware of the signs of dehydration or ways of protecting themselves from heatstroke.

People living in homelessness are at a high risk of health complications during heat waves, especially if they are unsheltered. According to Point in Time Count data performed by the County of San Bernardino, in 2023, there were approximately 4,193 individuals experiencing homelessness in the county, with approximately 24.6% unsheltered. Of the 4,193 individuals experiencing homelessness within the county, approximately 6 individuals are experiencing homelessness within the city. During a heatwave, these people are very vulnerable to heatstroke, especially if they cannot reach a cooling center.

Lower-income households living in substandard housing may not have functioning air conditioning or may be unable to afford to run their air conditioning even if it does work. Populations who work outdoors are also at risk of health effects from extreme heat.

Sudden spikes in heat can catch people by surprise. Stores can rapidly sell out of fans, air-conditioning units, or drinking water during a heatwave.

Severe Wind

Severe wind events can harm people throughout Needles but have a greater effect on the safety of people experiencing homelessness and people who work outdoors. Lower-income residents, who may not have the financial resources to purchase homes built or retrofitted to withstand powerful winds, could also have difficulty recovering from wind events.

Thunderstorms

Severe storms threaten any groups in Needles who cannot access adequate shelter. Homeless people often live in tents or other informal structures that may protect against minor rains but are inadequate against heavy rain events. Heavy rain can lead to flooding, which could inundate or sweep away informal dwellings. Additionally, vulnerable populations living in older homes with outdated building materials may experience damage during significant rain events. If

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affected groups have limited incomes or lack the resources to make necessary repairs or maintain the structures, retrofit of these structures may be hindered.

Other Threats

Drought

A typical drought is not anticipated to lead to any outages in service in Needles. However, an exceptional drought may lead to restricted water use for residents or businesses in the city. Trees not adequately adapted to lower irrigation levels could perish, altering the city's aesthetic appearance and long-term air quality. Any open spaces with extensive lawns may start to die, turning brown, which could discourage residents from using these parks and open spaces. In addition, long-term drought conditions can change and reduce soil's ability to absorb water. When this occurs, water runoff from these areas may increase, which could cause downstream flooding and erosion in some areas. Vegetation that has dried out from a lack of water can lead to more dust and allergens in the air, leading to an increase in respiratory issues among certain vulnerable populations.

Extreme Heat

Extreme Heat for any length of time can also affect other hazards and risks within the city. For example, it can create a spike in electricity demand, leading to power loss/failure, food insecurities, and a rise in vector-borne disease transmission. Coupled with severe wind events, it can cause or spread wildfires and jeopardize additional neighborhoods/communities.

Severe Wind

The potential for severe wind events to create a financial strain on both the public and the City exists in the event of utility infrastructure damage or loss of power. These wind events can uproot trees and landscaping, further burdening the owners to replace or repair the losses. Trees located in City parks may also be damaged or destroyed. Air quality can also be affected by these wind events, stirring up dust, pollen, debris, etc. Another threat associated with severe wind is wildfire impacts (discussed earlier).

Thunderstorms

The potential for thunderstorms to create a financial strain on both the public and the City exists in the event of utility infrastructure damage and loss of power. Damage to roadway networks, including bridges, can interrupt effective transportation throughout the city, possibly hindering emergency equipment and first responder response capability. Major storm events can even impact the effectiveness of the evacuation capacity of the roadway network into and out of the city.

Climate Change Vulnerability

Drought

Climate change will likely increase the city's vulnerability to drought as climate change is expected to bring more frequent historically warm temperatures to the area as well as reduced precipitation and snowpack, and abnormally dry soils.

Extreme Heat

Climate change will likely increase the city's vulnerability to extreme heat impacts because of the anticipated temperature increase in intensity, duration, and frequency.

Severe Wind

Climate change will likely increase the city's vulnerability to severe wind impacts because of the increase in anticipated storm intensity and frequency and anticipated temperature increases.

Thunderstorms

Climate change and increased temperatures will likely increase the city's vulnerability to thunderstorms because of the anticipated alteration of rainfall patterns and the increase in anticipated storm intensity and frequency. Vulnerability to rain inundation events that lead to flooding and erosion and increase the threat of dam failure could also increase.

Changes in Population and Land Use Development

Drought

Droughts occur periodically (primarily during the Summer/Fall months) and generally do not affect populations to the degree that they would need to migrate in and out of the city. Drought is unlikely to have any significant effect on population growth.

It is unlikely that drought will affect land use and development because the development review process will take steps to mitigate or minimize the impacts and vulnerability of drought in Needles.

Extreme Heat

There could be minor changes in population patterns due to extreme heat if people cannot continue to live in older structures with limited insulation and older cooling units. The anticipated population growth in Needles is not expected to significantly impact the city's vulnerability to extreme heat. It is unlikely that extreme heat will affect land use and development because the development review process will take steps to mitigate or minimize impacts. However, it is possible that additional investment will occur in older parts of the city to modify structures to handle these conditions.

Severe Wind

Severe wind events occur periodically (primarily during the Fall months) and generally do not affect populations to the degree that they would need to migrate in and out of the city. It is unlikely that severe wind will affect land use and development because the development review process will take steps to mitigate or minimize the impacts of severe wind. There is the potential that older structures in parts of the city may be impacted more severely than newer structures within the city. Based on the current Housing Element data, the city's anticipated residential/population growth over the next five years will not increase Needles' vulnerability to severe wind events.

Thunderstorms

It is unlikely that thunderstorms will affect land use and development because the development review process will take steps to mitigate or minimize impacts from severe storms. Based on

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the current Housing Element data, the anticipated residential growth in the city over the next five years will not increase Needles' vulnerability to thunderstorms.

Infrastructure Failure (Energy Shortage, Power Failure [PSPS])

Physical Threat

Energy shortages and power failures throughout the city can affect any CF or FOC at any time. Traffic control infrastructure, communications networks, and emergency services are just some critical services/infrastructure that can be disrupted during a power failure. Facilities such as police stations and fire stations are equipped with backup generators to ensure continuity of operations in the event of power failures; however, generators can sometimes fail. In addition, physical damage to systems could result from intermittent or unexpected power loss that damages electrical and computer equipment. These events could result from maintenance, isolated power failures due to equipment failure, or loss of power from infrastructure (powerlines, powerplants, transformers, sub-stations) failure.

Social Threat

Persons with health issues are more vulnerable to this hazard since they may rely on medical equipment that requires power. Vital medical treatments such as dialysis are at risk of being canceled or postponed if a medical facility does not have enough backup generator power to conduct appointments. If the power failure occurs during the warmer months, young children, the elderly, or people suffering from serious medical conditions are more vulnerable to heat-related complications if they are unable to relocate to a cooler location. Additionally, lower-income residents may be affected if the power failure lasts for an extended amount of time, as they may not be able to afford to replace the food spoiled from the loss of refrigeration. Additionally, private schools, preschools, residential care, and skilled nursing facilities located in this area are at risk of being impacted.

Other Threat

Older structures, electrical wiring and outlets may not meet current building code requirements, which could become damaged during power surges or damage the devices connected to them. In addition, many businesses and residents may not use proper equipment to help prevent power surges or loss, which can impact the functions and operations of businesses and City services or affect residents negatively. Given the potential for future power loss events, protective measures (improved outlets, ground fault circuit interceptor outlets, surge protectors, and backup battery (uninterruptible power supply) technologies should be promoted in any retrofits and improvements within the city. Current and future climate change mitigation and adaptation efforts in Needles should prioritize energy efficiency measures, generate energy locally from clean and renewable sources, and build reliability & redundancy using the latest energy storage and backup systems technologies.

Climate Change Vulnerability

While climate change has no direct link to infrastructure failure, the secondary effects can impact the city's potential vulnerability. Elevated temperatures, duration and intensity of

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precipitation events, and extended drought conditions can strain the infrastructure within the city, potentially resulting in failure as demand for services rises.

Changes in Population Patterns and Land Use Development

Based on the current Housing Element data, the city's projected residential/population growth over the next five years is not anticipated to increase Needles' vulnerability to infrastructure failure. An increase in population increases the demand for utilities and power; however, Needles' projected population growth is unlikely to influence available infrastructure.

GEOLOGICAL HAZARDS (EXPANSIVE SOILS)

Physical Threat

Expansive soils can cause structures such as sidewalks and driveways to buckle and crack. The structure and foundation of buildings can become compromised by the swelling and shrinking behavior of these soils. **Table 4-7** identifies the 10 CFs and 3 FOC located within the expansive soils hazard zones.

TABLE 4-7: CRITICAL FACILITIES AND FACILITIES OF CONCERN (EXPANSIVE SOILS)

Category	Number of Facilities		Potential Loss
	Critical	Concern	
City Facilities (City Hall, Fire, Police)	1	0	$3,891,500
Community Center/Facility	0	1	$1,153,000
Parks Facility	0	0	-
Infrastructure	8	0	$16,483,500
Public Works Facility	1	2	$15,679,200
Medical Facility	0	0	-
Fires Stations (not City-owned)	0	0	-
Police Stations (no City-owned)	0	0	-
Total	**10**	**3**	**$37,207,200**

* Based on the City of Needles insured replacement values

Social Threat

Lower-income residents and renters may be more vulnerable to this hazard, as they may be unable to retrofit their residences or businesses to counteract the effects of expansive soils. **Table 4-8** identifies populations in the city threatened by expansive soils.

TABLE 4-8: EXPANSIVE SOILS THREATENED POPULATIONS

Threatened Population Metrics	High Susceptibility	City of Needles
Population	1,097	4,900
Households	507	2,067
Median household income	$51,502	$57,294

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Renter occupied households	44.2%	48.0%
Percentage of households with at least one person living with a disability	55.4%	59.3%
Percentage of households living under the poverty limit	25.6%	27.4%
Percentage of households with one member aged 65+	38.1%	36.3%
Percentage of Needles potentially affected area	69.2%	

Climate Change Vulnerability

Climate change could indirectly increase the city's vulnerability to expansive soils impacts. Increased frequency and intensity of future storms may cause more flooding, exacerbating the impact of expansive soils.

Changes in Population and Land Use Development

Expansive soils are being monitored throughout the hazard-prone areas in the city. The impacts can cause damage to structures located within these zones; however, these zones are generally located in certain areas of the city, meaning that the damage potential is limited to these areas. Despite this potential, expansive soils are unlikely to cause changes in population patterns. However, land use designations and new development may be limited in these areas out of precaution or subject to any policies developed in City documents such as the LHMP, Land Use, Housing, and Safety Elements. The City's development review process will identify steps to mitigate or prevent damage from expansive soils. Based on the current Housing Element data, the city's anticipated residential/population growth over the next five years is not anticipated to increase Needles' vulnerability to expansive soils.

FLOODING (INCLUDING DAM FAILURE)

Physical Threat

Flood

Any physical assets within these mapped boundaries could be inundated if enough precipitation fell, exceeding the storm drain infrastructure design capacity in these areas. Electronic or mechanical equipment on the ground could become waterlogged and nonfunctional. Needles currently has 10 CFs and 3 FOC located within the mapped FEMA flood zones, representing a potential loss of over $37 million. **Table 4-9** depicts these statistics for the 100-Year and 500-Year FEMA Flood zones. **Figure 4-4** displays these FEMA Flood zones in relation to the City's CFs and FOC.

Dam Failure

Various factors, such as the amount of water released, the distance between the dam failure site, and the topography of the surrounding land, will influence the extent to which physical assets in Needles are threatened. Davis Dam and Hoover Dam have large storage capacities that could cause widespread inundation in Needles if the reservoir waters are released due to a dam breach. In a worst-case scenario, these dams could impact all CF and FOC in the city.

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Figure 4-4: FEMA 100-Year and 500-Year Flood Zones

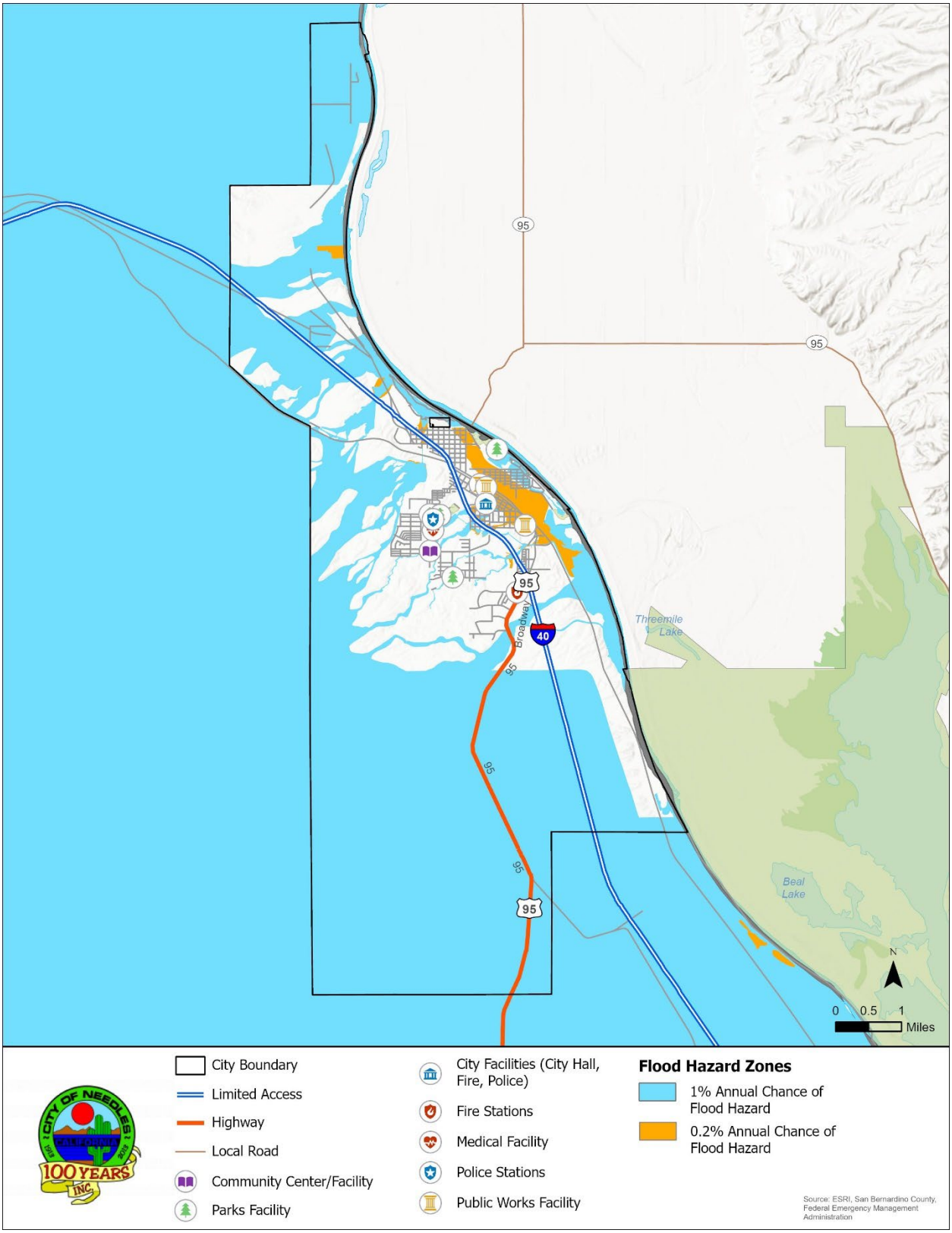

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TABLE 4-9: CRITICAL FACILITIES AND FACILITIES OF CONCERN LOCATED IN FEMA FLOOD ZONES						
Category	100-Year Flood		Potential Loss	500-Year Flood		Potential Loss*
	Critical	Concern		Critical	Concern	
City Facilities (City Hall, Fire, Police)	0	0	$ -	1	0	$3,891,500
Community Center/Facility	0	1	$1,153,000	0	0	$ -
Parks Facility	0	0	$ -	0	0	$-
Infrastructure	6	0	$10,431,100	2	0	$6,052,400
Public Works Facility	0	0	$ -	1	2	$15,679,200
Medical Facility	0	0	$ -	0	0	
Fires Stations (not City-owned)	0	0	$ -	0	0	
Police Stations (no City-owned)	0	0	$ -	0	0	
Total	**6**	**1**	**$11,584,100**	**4**	**2**	**$25,623,100**

* Based on the City of Needles insured replacement values

**Replacement Values are unavailable as they are not City-owned.

Social Threat

Flood

Floodwaters in these areas, both the 100-year zone and the 500-year zone, are anticipated to rise to a depth of no more than one foot. Flooding of this type would likely inundate curb cuts and sidewalks to some extent. People who walk or bike as their primary form of transportation may encounter difficulties if they do not have access to an alternative means of transportation. Seniors, persons with disabilities, and low-income persons are also likely to be threatened. Additionally, persons experiencing homelessness who are outside during flood conditions may experience property damage or may not be able to access shelter. Though floodwaters in Needles are not expected to exceed a depth of one foot, six inches of floodwater may render any makeshift structures uninhabitable during a flood event. Possessions such as sleeping bags or electronic devices may be damaged or swept away by the floodwaters. **Table 4-10** shows that approximately 9.88% of the city's population is within the 500-yr floodplain. Of these households, the vulnerable populations represent approximately 65.8% of these households having at least one person living there with a disability, 39.7% of these households live under the poverty limit, and 37.1% of these households have one member aged over 65+; these households have a significantly lower median income than the city as a whole, and 55.6% of these households rent their homes.

Dam Failure

Dam failure hazards in the city would impact various downstream properties and the residents that live there. The greatest risk to the city and its population comes from the failure of Davis Dam and Hoover Dam, which due to the downstream location of the city and the size of the reservoirs, would affect the entire Needles population and inundate the entire city.

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TABLE 4-10: FLOOD-THREATENED POPULATIONS			
Threatened Population Metrics	**Flood Hazard (100-year)**	**Flood Hazard (500-year)**	**City of Needles**
Population	613	484	4,900
Households	309	198	2,067
Median household income	$67,195	$35,810	$57,294
Renter Occupied Households	36.9%	55.6%	48.0%
Percentage of households with at least one person living with a disability	48.9%	65.8%	59.3%
Percentage of households living under the poverty limit	16.4%	39.7%	27.4%
Percentage of households with one member aged 65+	41.2%	37.1%	36.3%
Percentage of Needles potentially affected area	20.74 sq miles (66.9%)	0.7 sq miles (2.3%)	

Other Threats

Flood

Flooding may temporarily stop any type of transportation in the city. Debris from floodwaters can block roadways, hinder vehicle access, and potentially affect emergency response services. One foot of rushing water is enough to carry small vehicles. A severe flood may prevent people who own smaller vehicles from driving to work, reducing economic activity. Severe flooding that causes serious damage to homes and businesses may also reduce economic activity until repair work is completed.

Dam Failure

Dam failures are often triggered by other events (e.g., seismic shaking, intense rainstorms, etc.). There would most likely be service disruptions in Needles if this type of event occurred. Floodwaters could quickly inundate the city, disrupting utilities like water, power, heating, and other services such as communications or transportation infrastructure. Residents may find street lighting and traffic signals are temporarily disabled. Debris may be carried in the rapid inundation of water, blocking roads and impeding traffic flow. Water would likely inundate roadways and other low-lying, flat areas, such as parking lots, open spaces, and schoolyards. In severe scenarios, mobility in these areas would likely be restricted or impossible. Any unprotected or unhoused mechanical or electronic equipment not properly elevated would become waterlogged and inoperable until crews can conduct repairs or replacements.

Climate Change Vulnerability

Climate change will likely increase the city's vulnerability to flooding impacts because of the anticipated increase in the intensity and frequency of local, regional, and global weather patterns, intensifying atmospheric rivers. This increases the likelihood of an exceptional rain event in Needles that could overwhelm the capacity of the region's flood control system to contain and drain all the precipitation. Due to climate change, droughts are also expected to

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increase in length and frequency. Soils dried by extensive drought periods are less able to absorb and drain water, likely increasing flood possibility. Climate change is expected to create conditions that will raise the likelihood of flood-related hazards (including Dam Failure) in Needles.

Changes in Population and Land Use Development

Given the current percentage of residents residing in FEMA flood zones, it is possible that flooding will affect the city's population patterns and growth. However, it is unlikely that flooding will affect land use and development patterns because the development review process ensures flood-related impacts are mitigated or minimized. Based on the current Housing Element data, the city's anticipated residential/population growth over the next five years is also anticipated to increase Needles' potential vulnerability to flood-related hazards (including dam failure).

HUMAN-CAUSED HAZARDS (CYBER THREAT, HAZARDOUS MATERIALS INCIDENT, NATURAL GAS PIPELINE HAZARD, TRANSPORTATION ACCIDENT)

Physical Threat

Cyber Threat

Cyber threats would have a limited impact on physical assets. The extent of this impact would focus on City-owned computers and network infrastructure.

Hazardous Materials Incident, Natural Gas Pipeline Hazard, Transportation Accident

Hazardous materials can cause damage to physical assets in Needles if they are released into the environment. Corrosive hazardous materials can damage the building exteriors of CFs or FOC. Flammable hazardous materials can start fires and cause any CFs or FOC nearby to flashover and ignite. Generally, sites closer to the origin for releasing hazardous materials are threatened greater than those further away.

Table **4-11** shows the numbers of physical assets in Needles threatened by a hazardous materials release within 500 feet of a site storing or using hazardous materials. There are 6 CFs located within 500 feet of a site with hazardous materials and 3 FOCs within 500 feet of a site with hazardous materials. The total potential loss estimated for these locations is over $24 million. **Figure 4-5** depicts these sites in relation to CFs and FOCs within the city.

Due to its flammable nature, natural gas can cause damage to physical assets in Needles if the pipelines are compromised. Natural gas can potentially start fires and may cause any CFs or FOC nearby to flashover. Generally, sites closer to the origin for the release of natural gas are threatened greater than those further away.

TABLE 4-11: CRITICAL FACILITIES AND FACILITIES OF CONCERN (HAZ MAT BUFFER 500 FT)

Category	Number of Facilities		Potential Loss
	Critical	Concern	
City Facilities (City Hall, Fire, Police)	1	-	$3,891,500
Community Center/Facility	-	-	-

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Parks Facility	-	-	-
Infrastructure	5		$5,331,814
Public Works Facility	-	3	$15,224,700
Medical Facility	-	-	-
Fires Stations (not City-owned)	-	-	-
Police Stations (not City-owned)	-	-	-
Total	**6**	**3**	**$24,448,014**
* Based on the City of Needles insured replacement values			

Social Threat

Cyber Threat

Cyber threats may have an impact on residents and businesses throughout the city. While most cyber threats focus on large entities like major corporations and/or government agencies, all residents could become victims of cyber threats. If services affected by cyber incidents become delayed or are impacted, populations that rely on those services may be negatively impacted if no alternatives exist.

Hazardous Materials Incident

The threat of a hazardous materials release event affects those closest to a source of hazardous materials, including industrial sites, gas stations, gas transmission lines, or sewer mains. **Table 4-12** shows the city's vulnerable populations living within 500 feet of hazardous materials storage/waste sites. The median household income for these site types is less than the rest of the city. This suggests that more impoverished populations may live near hazardous materials locations, indicating potential environmental justice concerns should be considered. This data also suggests a higher percentage of households with at least one person living with a disability, living under the poverty limit, and living with at least one member aged 65+ live near these sites.

Groups such as older people, low-income persons, or renters face a greater risk of exposure since they may not have the financial resources necessary to retrofit their homes against infiltration by hazardous materials or move away to a home that is further from the potential sources of hazardous materials release events. Additionally, public and private schools, preschools, residential care, and skilled nursing facilities in this area are at risk of being impacted.

Needles residents living next to major transportation infrastructures, such as highways or major arterial streets, also face a greater threat of being affected by a release of hazardous materials since vehicles transporting hazardous materials may release their contents into the environment if involved in a collision. Specifically, residents in Needles living near the major transportation corridor running through the city (I-40 and U.S. Route 95) are at greater risk of exposure from a transportation-related hazardous material release than residents living in other parts of the city. **Figure 4-6** depicts the overall community health score for the city as analyzed by the California Office of Environmental Health Hazard Assessment (OEHHA) tool CalEnviroScreen. This mapping tool helps identify California communities that are most affected by many sources of pollution and where people are often especially vulnerable to pollution's effects. This tool

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uses environmental, health, and socioeconomic information to produce scores for every census tract in the state. The scores are mapped so that different communities can be compared. An area with a high score experiences a much higher pollution burden than areas with low scores. **Figure 4-7** depicts the FEMA National Risk Index score for Needles. The National Risk Index is a data set and an online tool to help illustrate the United States communities most at risk for 18 natural hazards (including coastal flooding, cold wave, drought, earthquake, hail, heat wave, hurricane, ice storm, landslide, lightning, riverine flooding, strong wind, tornado, tsunami, volcanic activity, wildfire, winter weather); the italicized hazards are hazards that can affect Needles.

TABLE 4-12: HAZARDOUS MATERIALS THREATENED POPULATIONS (50 FT BUFFER)

Threatened Population Metrics	High Susceptibility	City of Needles
Population	1,310	4,900
Households	573	2,067
Median household income	$55,655	$57,294
Renter Occupied Households	47.6%	48.0%
Percentage of households with at least one person living with a disability	60.0%	59.3%
Percentage of households living under the poverty limit	29.9%	27.4%
Percentage of households with one member aged 65+	39.1%	36.3%
Percentage of Needles potentially affected area	1.78 sq miles (5.7%)	

Natural Gas Pipeline Hazard

The impacts of these incidents potentially threaten all groups in Needles; however, the extent of the threat would depend upon the type and magnitude of the event. As mentioned in the Hazardous Materials Incident discussion, groups such as older people, low-income persons, or renters face a greater risk of exposure since they may not have the financial resources necessary to retrofit their homes against infiltration by natural gas or move away to a home that is further from the potential sources of natural gas release events.

Transportation Accident

Needles residents living next to major transportation infrastructures, such as highways or the railroad, face a greater threat of being affected by transportation accidents since vehicles transporting hazardous materials may release their contents into the environment if involved in a collision. Specifically, residents in Needles living near I-40, SR-95, or the BNSF railway are at greater risk of exposure from a transportation-related incident than residents living in other parts of the city.

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Figure 4-5: CFs and FOCs Located Near Hazardous Materials Sites (500 ft Buffer)

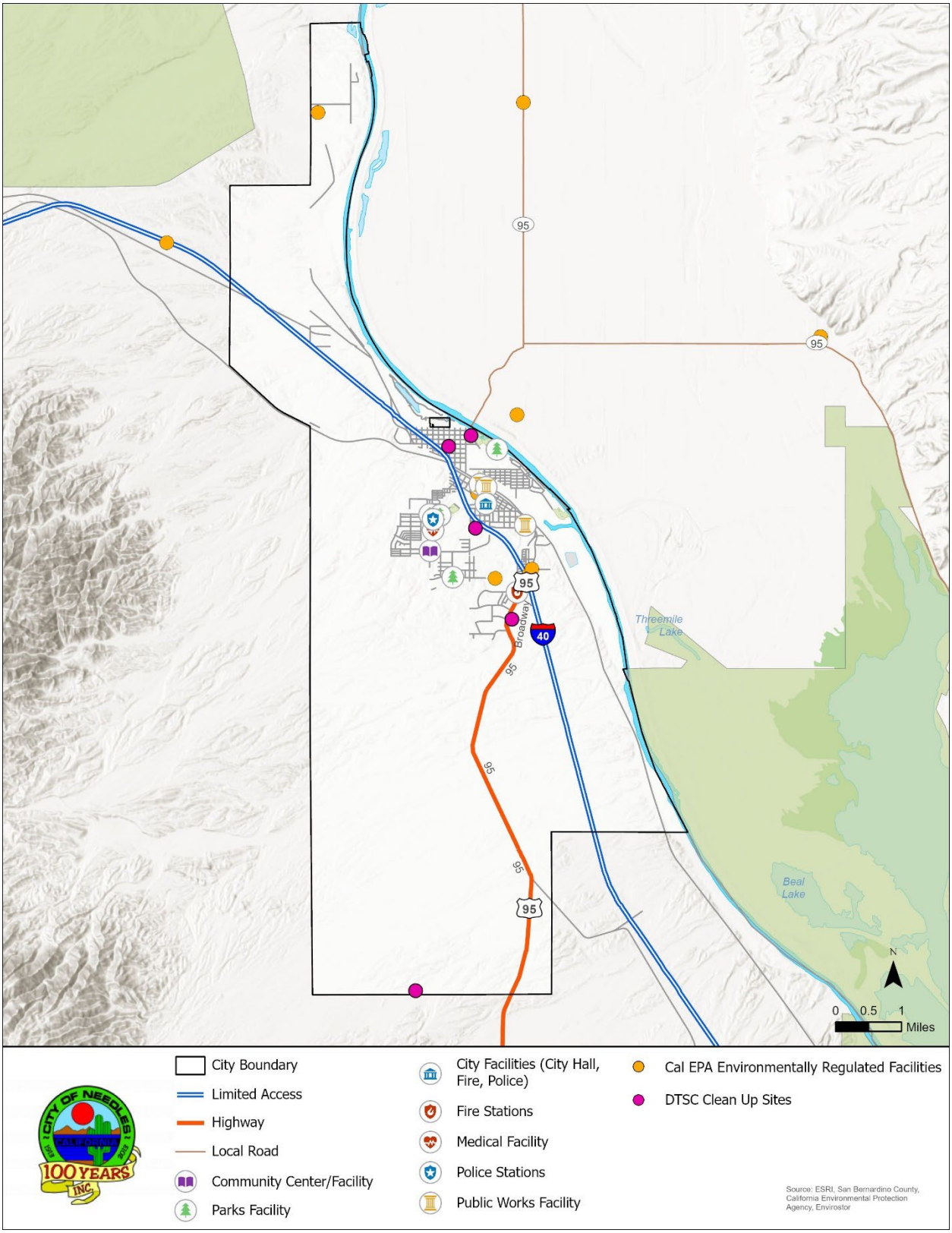

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Figure 4-6: OEHHA CalEnviroScreen Rating for Needles

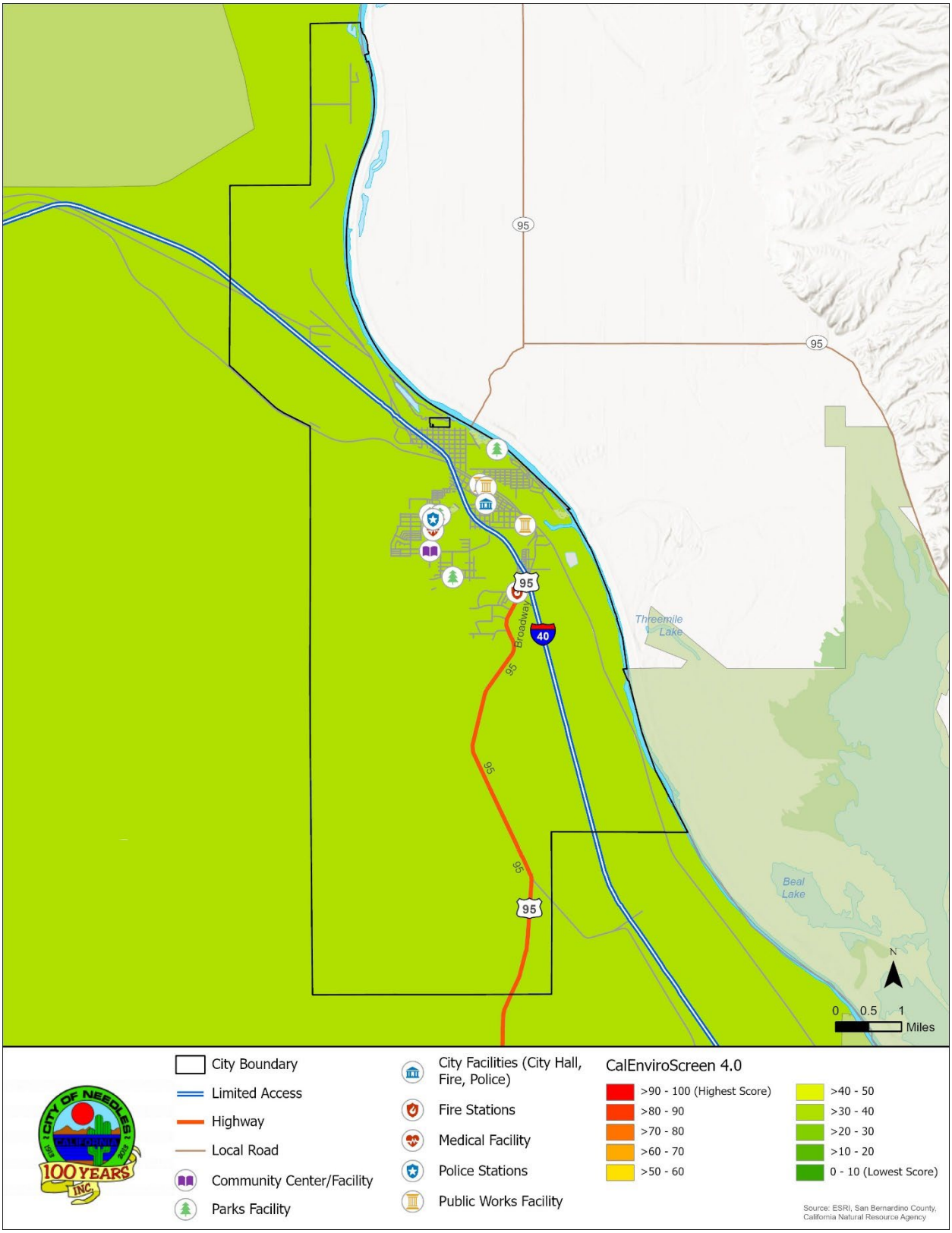

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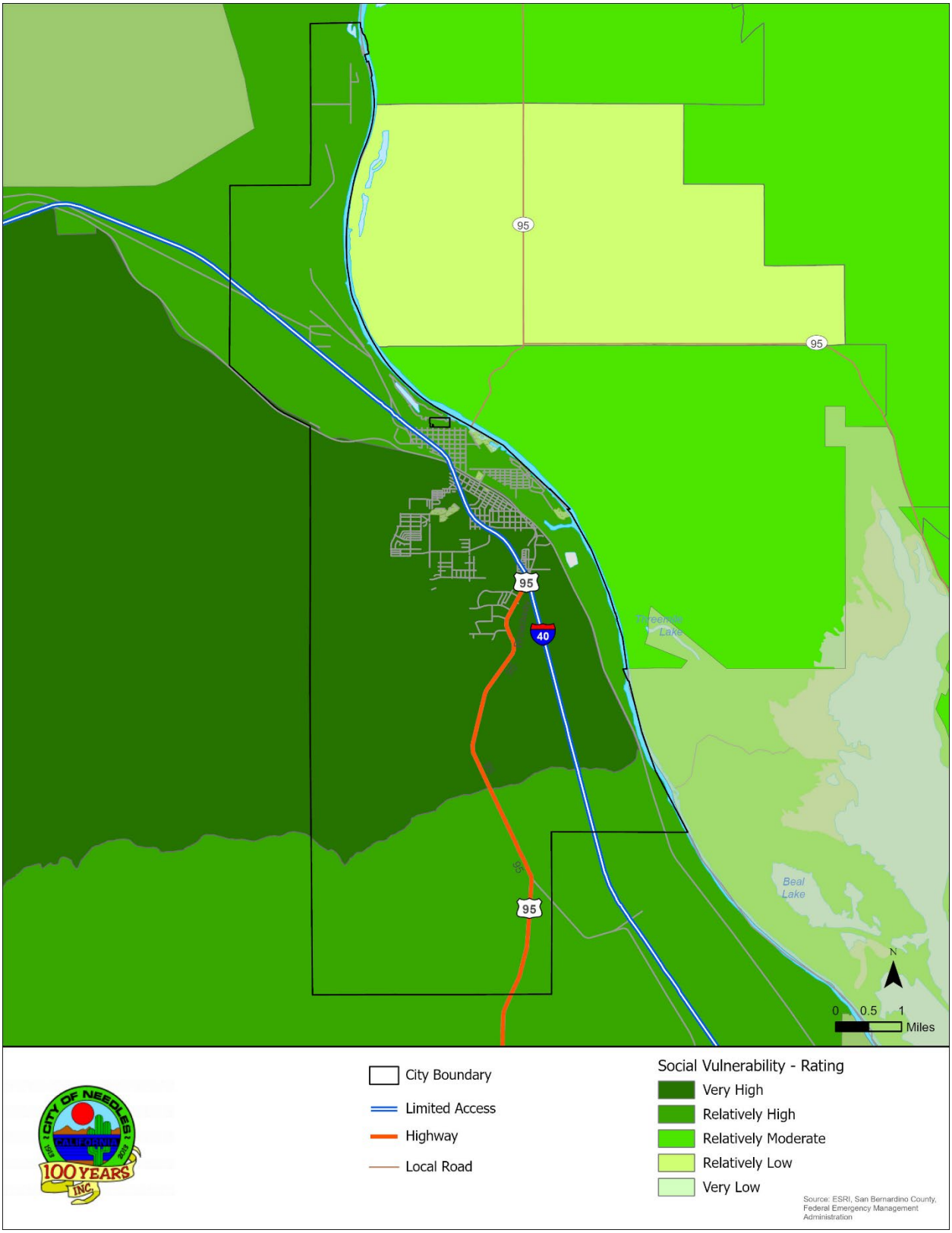
Figure 4-7: FEMA National Risk Index Scoring for Needles



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Other Threats

Cyber Threat

The greatest impact a cyber threat could present to the city itself would be a complete shutdown of City services and programs. Electricity, gas lines, and water could be shut off for extended periods if a cyber threat compromised the control systems. Additionally, control over streetlights, traffic lights, and railroad crossings could be lost. To the average citizen, personal information, identity, and financial records could be stolen. As society becomes more and more technologically ingrained/dependent, the ever-evolving category of cyber threats will continue to change and grow in possible impact.

Hazardous Materials Incident, Natural Gas Pipeline Hazard, Transportation Accident

Any of these hazards could threaten the city's, and potentially the region's, transportation networks. Large areas of the local road may be closed to keep people away from areas contaminated with hazardous materials or natural gas leaks to allow remediation and cleanup activities to occur. If a highly corrosive hazardous material is released, it could potentially cause significant damage to the exteriors of any homes or businesses in the area surrounding the release. Hazardous materials could also harm the city's urban forest, resulting in the premature death of vegetation in the affected areas.

Climate Change Vulnerability

Cyber Threat

Climate change has no direct link to cyber threats and is not anticipated to increase the city's vulnerability at this time.

Hazardous Materials Incident

Climate change could indirectly increase the city's vulnerability to the impacts of a hazardous materials release as climate-related hazard events occur. Precipitation events with increased intensity causing flooding or overwhelming infrastructure could cause an increase in hazardous materials release. Climate-related hazards could also exacerbate the effects and impacts of such events. For example, heavier rains could lead to more runoff from a contaminated site with hazardous materials.

Natural Gas Pipeline Hazard

Releases from natural gas pipelines are not anticipated to be affected directly by climate change. The location of this physical infrastructure is predominately underground within streets and easements throughout the city. Based on this location, the most likely impact of climate change would be the exposure of this infrastructure because of some other type of event. The most likely event would be erosion or some other event that could expose these facilities.

Transportation Accident

Climate change is expected to alter rainfall patterns in Southern California, including Needles. As the climate warms, rain events are predicted to become more intense. Needles will likely experience more rain inundation events that lead to flooding and erosion, increasing the risk of transportation accidents. Additionally, heat stress on asphalt transportation corridors and railways could lead to an increase in transportation accidents. Heat stress can cause asphalt

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roads and railways to expand and deform. This leads to potential issues like rutting on roads and buckling or warping of rails, resulting in safety hazards like train derailments and reduced road lifespan due to increased damage from heavy vehicles.

Changes in Population and Land Use Development

Cyber Threat

Cyber threats will not affect population patterns or land use and development, as no connection can be drawn between this hazard and changes in population patterns or land use and development.

Hazardous Materials Incident

A change in population pattern would only occur if a hazardous materials release was severe enough to require people to move. It is unlikely that hazardous materials release will affect land use and development because the development review process will take steps to mitigate or minimize impacts from a hazardous materials release event. Locations that store, produce, and dispose of hazardous materials are highly regulated within the city and monitored regularly. It is not anticipated that land use and development patterns will change through this process and the development review process. Based on the current Housing Element data, the city's anticipated residential/population growth over the next five years is not anticipated to increase Needles' vulnerability to hazardous materials release.

Natural Gas Pipeline Hazard

As the number of people, businesses, and traffic increases, so does the potential for an increase in hazards from natural gas pipelines. When population density grows, and land use development occurs near existing pipeline routes, new construction activities can inadvertently damage pipelines. However, based on the current Housing Element data, the anticipated residential/population growth in the city over the next five years is not anticipated to increase Needles' vulnerability to hazardous materials release.

Transportation Accident

A change in population and the anticipated growth patterns could affect the city's vulnerability. As the number of people, businesses, and traffic increases, so does the potential for an increase in transportation accidents.

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CHAPTER 5 –
HAZARD MITIGATION STRATEGY

Strategy Development Process

Needles' hazard mitigation strategy is a comprehensive set of actions intended to reduce the impact of hazard events. These hazard mitigation actions will help protect the safety and well-being of residents, visitors, CFs and FOCs, other buildings and structures, key services, the local economy, and other important community assets. Some actions will also help with emergency preparedness, allowing for a more effective community response to hazard events. Preparedness actions are not a required component of an LHMP, but they support and complement mitigation activities. The HMPC chose to include them as part of the overall hazard mitigation strategy.

Use Of Hazard And Threat Assessment

The HMPC relied partly on the hazard profiles and threat assessments in this Plan to develop the mitigation strategy's actions. A comprehensive set of mitigation actions was prepared to respond to the relevant hazard situations and protect residents, businesses, and community assets in Needles. The HMPC ensured that the mitigation actions would help reduce damage from the most frequent types of hazard events, the most significant that may reasonably occur, and those with the greatest potential to harm the community. The HMPC also drafted mitigation actions to help protect the most vulnerable community members and the most vulnerable local assets.

Capabilities Assessment

As part of the effort to draft mitigation actions, the City completed a capabilities assessment, which included reviewing existing policies, personnel, and technical resources to support hazard mitigation activities in Needles. The hazard mitigation actions build off these resources' existing success and leverage their capabilities to support improved resiliency in the community. The capabilities assessment looked at the following types of resources:

- **Personnel resources:** City employees and volunteers, and employees and volunteers at other agencies
- **Plan resources:** Advisory or enforceable plans adopted by the City or other agencies
- **Policy resources:** Policies adopted and implemented by the City or other agencies
- **Technical resources:** Data and tools available to the City
- **Financial resources:** Funding mechanisms available to the City that support mitigation activities

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CAPABILITIES IMPROVEMENT/EXPANSION

The ability to expand current mitigation capabilities will generally be reliant upon the budgeting allocated for each department/program for that fiscal year. The level at which these programs may or may not be expanded upon, will be dependent upon the amount of funding received. FEMA has released a series of guides over the past few years which highlight some of the ways in which jurisdictions can expand mitigation. Some strategies for increasing current mitigation capabilities may include:

1) Actively identifying, adopting, and enforcing the most current set of development codes and standards available. Strongly encouraging new development to be constructed to higher standards than currently required, increasing resilience within the community.
2) Engaging parts of the community that may not be actively involved in mitigation efforts.
3) Expanding the number and types of organizations involved in mitigation planning and implementation, increasing both efficiency and bandwidth.
4) Fostering new relationships to bring underrepresented populations and partners to the hazard's mitigation planning process.
5) During the annual LHMP review, the committee should look for opportunities to fund and expand/enhance the effectiveness of current mitigation actions.

Table 5-1 shows the capabilities assessment for Needles.

TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT

Resource	Resource Description	Connection to Current Mitigation/Future Opportunities for Expansion and Improvement
Legal and Regulatory Capabilities		
Needles City General Plan – Land Use and Transportation Element (2023)	The Element serves as a guide to the ultimate development pattern for the city, both within its incorporated boundaries and sphere of influence. The Land Use and Transportation Element: • Designates the distribution, location, and balance of land uses. • Describes the desired build-out of Needles • Describes building intensity standards for each land use. • Communicates population density. • Ensures compatibility between land uses. The entire Land Use and Transportation Element can be found at: https://cityofneedles.com/wp-content/uploads/2023/04/Needles_LU_Trans_Element_Adopted_Feb2023.pdf	The Land Use and Transportation Element and HMP will be aligned to describe developmental trends, hazards, and potential development in hazard areas

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TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Needles City General Plan – Housing Element (2022)	The Housing Element contains the following material: • Discusses demographics such as age and race. • Includes a description of the household, including size, income, and home ownership. • Discusses new housing growth needs • Discusses sustainability and energy efficiency • Addresses building code The Housing Element can be found at: https://cityofneedles.com/wp-content/uploads/2022/12/NeedlesHousingElement_Adopted-September-13-2022.pdf	The Community profile and HMP will be aligned to describe the city and its population.
Needles City Municipal Code – Chapter 6 Building Regulations	The purpose of the Building Code is to implement the Needles City General Plan by classifying and regulating the uses of land and structures. It addresses earthquake and fire safety of structures, historic preservation, and compliance with California and Uniform Building Code regulations. The building and construction safety code can be found at: https://needles.municipalcodeonline.com/book?type=ordinances#name=CHAPTER_6_BUILDING_REGULATIONS	Building code policies should inform the HMP and the General Plan Community Development element to provide guidance on developing structures that are compatible with and able to withstand hazards.
Needles City Municipal Code Zoning Code	The purpose of this section of the Municipal Code is to promote public health, safety, and general welfare and preserve and enhance the aesthetic quality of the city by providing regulations to ensure an appropriate mix of land uses in an orderly manner. The zoning code can be found at: https://needles.municipalcodeonline.com/book?type=ordinances#name=ZONING_CODE	Understanding land use policy and regulatory requirements is essential to developing mitigation strategies and activities. The land use components of the City Code will inform the development of the HMP mitigation actions.

TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Needles City Municipal Code – Chapter 7, Emergency Preparedness	This section of the municipal code provides for the preparation and implementation of plans for the protection of persons and property within the city in the event of an emergency, the direction of the emergency organization, and the coordination of the emergency functions of the city of Needles with all other public agencies, corporations, organizations, and affected private persons. This section of the City Code can be found at: https://needles.municipalcodeonline.com/book?type=ordinances#name=CHAPTER_7_EMERGENCY_PREPAREDNESS	The emergency management organization described in the City Code represents a framework for understanding preparedness activities. It can inform the LHMP of how the City prepares to respond to hazards.
National Flood Insurance Program	NFIP makes federally-backed flood insurance available to homeowners, renters, and business owners in participating communities. The City will continue to participate in the NFIP program and will make changes accordingly.	City websites and social media accounts will include information on the value of flood insurance for properties located in flood hazard areas and how to buy the insurance.
California Standards Building Code (2022)	The California Building Standards Code is a compilation of three types of building standards from three different origins: • Building standards that state agencies have adopted without change from building standards contained in national model codes. • Building standards that have been adopted and adapted from national model codes to address California's ever-changing conditions and • Building standards, authorized by the California legislature, which constitute amendments not covered by national model codes, which have been created and adopted to address California concerns.	Adherence to building codes including local code and regulates growth and controls land use patterns. Addressing known hazards, as codes are updated, results in lowered risk and potentially less losses.

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TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
California Emergency Services Act	The California Emergency Services Act is found in Govt C §§8550-8669.7. It covers the entire range of disaster and emergency powers and responsibilities of state and local government dealing with any natural or humanmade disasters or a state of war.	The City shall maintain a current version of the Emergency Services Act to inform the City Council and staff of changes to disaster mitigation and preparedness activities and processes in the State
Needles Public Utility Authority Wildfire Mitigation Plan	The Wildfire Mitigation Plan describes the range of activities that the NPUA is taking to mitigate the threat of power-line ignited wildfires, including its various programs, policies, and procedures. This plan is subject to direct supervision by the Board of Public Utilities and the Needles Public Utility Authority and is implemented by the NPUA's Electric Supervisor. This plan complies with the requirements of Public Utilities Code section 8387 for publicly owned electric utilities to prepare a wildfire mitigation plan by January 1, 2020, and annually thereafter.	Integrate WMP information into the wildfire hazard section of the HMP.
San Bernardino County Hazard Mitigation Plan	Mitigation actions for Needles that require coordination with the county may be integrated into the San Bernardino County Hazard Mitigation Plan. Similar mitigation actions in both the counties and Needles' hazard mitigation plans can lead to a more regionally unified hazard mitigation strategy, improving effectiveness. The SBHMP can be found at the following link: San Bernardino County Hazard Mitigation Plan	San Bernardino County's 2022 Hazard Mitigation Plan identifies and describes the hazard events that may occur in the unincorporated areas of San Bernardino County and provides a suite of mitigation actions to help decrease the potential damage from these hazards.

TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
California State Hazard Mitigation Plan	The California State Hazard Mitigation Plan assesses the types of hazards that may be present in California. It includes descriptions of these hazards, summaries of past hazard events, descriptions of how these hazards may occur in the future, and how these hazards may harm California's people and assets. Like a local hazard mitigation plan, the State Hazard Mitigation Plan is updated every five years. The 2023 State Hazard Mitigation Plan (SHMP) can be found at the following link: https://www.caloes.ca.gov/wp-content/uploads/Hazard-Mitigation/Documents/2023-California-SHMP_Volume-1_11.10.2023.pdf	The City can use the 2023 State Hazard Mitigation Plan as a source of information to refine the hazard profiles and vulnerability assessments in future Needles LHMPs.
Administrative and Technical Capabilities		
Planning Department	The Planning Department is responsible for implementing the City's Zoning Code and related goals, policies, and objectives of the City's General Plan. The Planning Department processes land use and development applications, promoting public health, safety, and general welfare to preserve or enhance the high quality of life.	Provide opportunities for continued education to Community Development staff to maintain state-of-the-art knowledge of new code and regulatory requirements.
Building and Safety Department	Building and Safety's primary responsibility is the enforcement of Building Standards. These standards include the California Building, Electrical, Plumbing, Mechanical, and Energy Codes and Disabled Access Regulations in Title 24 of the California Code of Regulations.	Provide continued education opportunities to Building and Safety staff to maintain state-of-the-art knowledge of new code and regulatory requirements.
Police Department	The City of Needles contracts with San Bernardino County Sheriff's Department for law enforcement services.	Proactively identify opportunities to coordinate and collaborate with neighboring jurisdictions to increase City and region-wide capabilities.

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TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Fire Department	The City of Needles contracts with San Bernardino County Fire. The location of the local San Bernardino County station is 1113 E. Broadway Ave (Hwy 95 South).	Proactively identify opportunities to coordinate and collaborate with neighboring jurisdictions to increase City and region-wide capabilities.
Public Works Department	These services include street maintenance and repair, transportation, and building maintenance. Main areas of responsibility include: • Management of street sweeping. • Traffic signs and signals Painting of street and curb markings • Graffiti removal • Street repairs • Flood Control Maintenance • City Building Maintenance • Road Closures	Improve the understanding of the role that daily activities play in hazard mitigation.
Floodplain Manager	The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to: • Permit review • Flood hazard reduction • NFIP program administration • Construction inspections	The Floodplain Administrator supports compliance with NFIP requirements, advocates for appropriate development in flood hazard areas, and provides technical expertise on effective flood mitigation activities. This can support mitigation activities.
Planning Commission	This eight (8) member Commission, established by state law, has a primary function of studying proposed developments that may impact the community's growth and environment. This commission ensures that proposed developments will meet the City of Needles' technical, environmental, and aesthetic standards. The commission holds public hearings to review plans to ensure they comply with the city's zoning regulations and general plan for development.	Provide opportunities for continued education to members of the Planning Commission to maintain state-of-the-art knowledge of new code and regulatory requirements.

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TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
City Attorney	The City Attorney provides legal services to the City Council, City Departments, and City committees. The City Attorney is responsible for preparing and reviewing all City ordinances, resolutions, contracts, agreements, and other legal documents. The City Attorney also represents the City in litigation matters involving the City.	Provide opportunities for the County Attorney to review updates to regulatory information to provide expert review of County resolutions and ordinances that may address hazard mitigation.
City Clerk	The City Clerk serves as a critical link between the City of Needles and its citizens. The City Clerk is the local official who administers democratic processes such as elections, all legislative actions, and ensures transparency to the public. The City Clerk is a compliance officer for federal, state, and local statutes, including the Political Reform Act and the Brown Act.	The City Clerk is integral to the HMP adoption process. They make sure the adoption resolution meets all administrative requirements.
Southern California Association of Governments (SCAG)	Functions as the Metropolitan Planning Organization for six counties: Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial. As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the federal government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality.	Attend SCAG meetings. Continue to participate in SCAG-sponsored programs. Routinely coordinate with SCAG staff to stay informed of current planning initiatives.
California Governor's Office of Emergency Services	The California Governor's Office of Emergency Services (Cal OES) is the state agency responsible for reducing hazards through mitigation activities, conducting emergency planning, supporting emergency response and recovery activities, and liaising between local and federal agencies on emergency-related issues. Cal OES guides hazard mitigation planning activities, shares best practices, and distributes funding opportunities.	The City can work with Cal OES to obtain funding to implement LHMP mitigation strategies and receive future updates.

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TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Federal Emergency Management Agency	The Federal Emergency Management Agency (FEMA) is responsible for hazard mitigation, emergency preparedness, and emergency response and recovery activities. It guides state and local governments on hazard mitigation activities, including best practices and compliance with federal requirements.	FEMA also provides funding for hazard mitigation actions through grant programs.
Cal-Adapt	Cal-Adapt is an online tool that provides detailed projections for future climate-related conditions in California, including factors such as temperature, precipitation, and sea-level rise. These projections can help inform future hazard events and explain how hazard conditions are expected to change.	The City can use Cal-Adapt to monitor anticipated changes in future climate conditions and adjust mitigation actions accordingly.
Online Services (Needles Website)	Over the past several years, the City of Needles has provided 24/7 access to a wide range of online services. The website includes featured City services from Needles. Provides alert and warning information. Provides weather information and other public safety. Contains information on home and individual preparedness. The City Website can be found at the following link: City of Needles	This service allows the public to ask questions and access information to know what's going on within the city and better prepare for a hazard. Link to FEMA, State, and County websites and social media accounts. Provide comprehensive personal/family preparedness information on these media.
California Department of Transportation	The California Department of Transportation (Caltrans) is the state agency with jurisdiction over designated highways, including State Route SR-62, US Route 95, and Interstate I-40.	Mitigation measures related to ensuring the resiliency of state-designated routes will be implemented through coordination with Caltrans.
Financial Resources		
General Fund	Program operations and specific projects. Consists of property tax, sales tax, transient occupancy tax, and franchise tax that can be used for general purposes.	Hazard mitigation projects may be considered during the annual budgeting process for funding from the general fund.

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TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Enterprise Funds	The City operates four Enterprise Funds, which include water, electric, wastewater, and solid waste. These Enterprise funds account for revenue derived from specific taxes or other revenue sources restricted by law or administrative action to be expended for specified purposes.	Where permissible, these funds may be considered during annual budgeting for funding mitigation projects.
Community Development Block Grants (CDBG)	The CDBG program provides funding for eligible senior activities such as in-home care, art classes, counseling, and home-delivered meals. HUD also provides Disaster Recovery Assistance in the form of flexible grants to help cities, counties, and States recover from Presidentially declared disasters, especially in low-income areas, subject to the availability of supplemental appropriations.	Where applicable, CDBG grants should be used to fund mitigation projects that enhance the resiliency of low-income and underserved communities.
Hazard Mitigation Grant Program (HMPG)	Provides support for pre-and post-disaster mitigation plans and projects	Train staff on notice of intent (NOI) procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding.
California Proposition One Bond Programs	Authorizes $7.545 billion in general obligation bonds to fund ecosystems and watershed protection and restoration, water supply infrastructure projects, including surface and groundwater storage, and drinking water protection.	Provides monetary opportunities for projects that are outside of traditional mitigation projects.
Building Resilient Infrastructure and Communities (BRIC)	Provides support for pre-disaster mitigation plans and projects.	Train staff on notice of intent (NOI) procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding.
Flood Mitigation Assistance Grant Program (FMA)	Mitigates structures and infrastructure that have been repetitively flooded.	Train staff on notice of intent (NOI) procedures and track opportunities on the Cal OES mitigation website to initiate applications for grant funding

TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Special Use Funds	Program operations and specific projects. It consists of property tax, sales tax, transient occupancy tax, and franchise tax, which can be used for general purposes.	Hazard mitigation projects may be considered during the annual budgeting process for funding from the general fund.
Education and Outreach Capabilities		
FEMA	Provides free preparedness materials from FEMA's online ordering platform. Contains a link to the FEMA readiness app FEMA's website can be found at the following link: FEMA	Provide a link to the site on the County web page and Facebook account.
San Bernardino County Office of Emergency Services Webpage	Responsible for the comprehensive development and implementation of the four phases of emergency management. The San Bernardino County Office of Emergency Services (OES) website can be found at the following link: San Bernardino County OES	Expansion and Improvement: Expand and reorganize the website's disaster preparedness links page.

TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
Code Red Emergency Alert System	The City of Needles has instituted a new rapid emergency notification service called Code RED®. The new system will distribute emergency messages via telephone to targeted areas or the entire city at a rate of 1,000 calls per minute. Code RED® employs a one-of-a-kind Internet mapping capability for geographic targeting of calls, coupled with a high speed telephone calling system capable of delivering customized pre-recorded emergency messages directly to homes and businesses, live individuals and answering machines. This service can be used in case of fires, chemical spills, evacuations, lock downs, downed power lines, lost individuals, natural disasters, abductions, water system problems, bomb threats, or other emergencies. Calls can be geographically targeted for localized messaging. If widespread, the entire community could be called within 20 to 30 minutes. The system also reports who did not get a call so that they may be contacted by other means.	Post material on social media accounts that provide a link to the appropriate website page.
Cal OES Family Readiness Guide	The Guide provides a comprehensive toolkit for making a family emergency plan. The Cal OES Family Readiness Guide can be found at the following link: Cal OES Family Readiness Guide	Provide link to the Readiness Guide on County website and Facebook account.

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TABLE 5-1: CITY OF NEEDLES CAPABILITY ASSESSMENT		
Resource	**Resource Description**	**Connection to Current Mitigation/Future Opportunities for Expansion and Improvement**
SBC Ready	The San Bernardino County Ready App helps its users, citizens of the San Bernardino County, CA, to stay prepared and protect their loved ones should an emergency occur. Using the Ready San Bernardino County app, residents will be able to: Share their status with their selected contacts with the push of a button. Receive critical emergency alerts via push notification. Locate San Bernardino County's emergency shelters. View up-to-date evacuation route maps. Get the latest news and weather for the San Bernardino County area. Create a personalized Emergency Preparedness Plan by answering five basic questions. A link to the SBC Ready membership can be found at the following link: https://prepare.sbcounty.gov/	Continue to conduct outreach to expand the database and increase the percentage of residents who are subscribers.
Needles Connect	Needles Connect is a citizen engagement app powered by GOGov. Needles connect allows citizens to: • Stay informed with up-to-date city news, events, and important links • Receive timely updates on service interruptions and community announcements • Streamline communication between city staff and citizens • Enhance community engagement and participation • Empower citizens with instant access to essential city resources	Continue to conduct outreach to expand the database and increase the percentage of residents who are subscribers.

Hazard Mitigation Strategies and Actions

Hazard Mitigation Goals

The goals identified in **Chapter 1** help develop policies to protect community members, ecosystems, and other important assets from hazard events. These goals informed the development of mitigation actions and acted as checkpoints to help City staff determine implementation progress.

Evaluation of Potential Hazard Mitigation Actions

The HMPC prepared a set of potential mitigation actions based on the hazard profiles, threat assessment, capabilities assessment, community survey results, discussions among HMPC members, and existing best practices. Next, the HMPC evaluated these potential actions using the following criteria:

FEMA requires local governments to evaluate potential mitigation actions' monetary and non-monetary costs and benefits. While local governments are not required to assign specific dollar values to each action, they should identify the general size of costs and benefits. The HMPC may elect to include measures with high costs or low benefits, but such measures should benefit the community and make appropriate use of local resources.

Also, FEMA directs local governments to consider the following questions as part of the financial analysis:

1) What is the frequency and severity of the hazard type to be addressed by the action, and how vulnerable is the community to this hazard?
2) What impacts of the hazard will the action reduce or avoid?
3) What benefits will the action provide to the community?

The HMPC also reviewed and revised the potential hazard mitigation actions using the STAPLE/E (Social, Technical, Administrative, Political, Legal, Economic, and Environmental) criteria (**Table 5-2**). The HMPC did not formally assess every potential mitigation action under all STAPLE/E criteria but used the criteria to guide and inform the discussion. The HMPC also discussed how the criteria might evaluate grant applications the City may submit to receive funding for LHMP implementation.

Changes to Previous Mitigation Actions

A review of the mitigation actions from the 2011 Needles LHMP has identified where the City has integrated these strategies into standard procedures and practices. For those actions that were not successfully implemented and remain relevant to the city, this Plan update incorporates these actions into the current mitigation action table, as displayed in **Table 5-3 (highlighted in light green)**. All actions from the 2011 LHMP were carried over to this plan.

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TABLE 5-2: STAPLE/E CRITERIA	
Issues	**Criteria**
Social	• Is the action socially acceptable to Needles community members? • Would the action mistreat some individuals? • Is there a reasonable chance of the action causing a social disruption?
Technical	• Is the action likely to reduce the risk of the hazard occurring, or will it reduce the hazard's effects? • Will the action create new hazards or make existing hazards worse? • Is the action the most useful approach for Needles to take, given the City and community members' goals?
Administrative	• Does the City have the administrative capabilities to implement the action? • Are there existing City staff who can lead and coordinate the measure's implementation, or can the City reasonably hire new staff for this role? • Does the City have enough staff, funding, technical support, and other resources to implement the action? • Are there administrative barriers to implementing the action?
Political	• Is the action politically acceptable to City officials and other relevant jurisdictions and political entities? • Do community members support the action?
Legal	• Does the City have the legal authority to implement and enforce the action? • Are there potential legal barriers or consequences that could hinder or prevent the implementation of the action? • Is there a reasonable chance that the implementation of the action would expose the City to legal liabilities? • Could the action reasonably face other legal challenges?
Economic	• What are the monetary costs of the action, and do the costs exceed the monetary benefits? • What are the start-up and maintenance costs of the action, including administrative costs? • Has the funding for action implementation been secured, or is a potential funding source available? • How will funding the action affect the City's financial capabilities? • Could the implementation of the action reasonably burden the Needles economy or tax base? • Could there reasonably be other budgetary and revenue impacts to the City?
Environmental	• What are the potential environmental impacts of the action? • Will the action require environmental regulatory approvals? • Will the action comply with all applicable federal, state, regional, and local environmental regulations? • Will the action reasonably affect any endangered, threatened, or otherwise sensitive species of concern?

2025 Hazard Mitigation Plan

Table 5-3 identifies the 2025 mitigation strategies and actions proposed by the City as part of this LHMP process. In addition to the list of actions, the table also identifies potential funding sources, responsible departments, relative cost estimates, timeframes, and priorities for these

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actions, which are described further below. In addition to mitigation action and strategies, several preparedness activities were identified and denoted with the letter "P."

Potential Funding Sources

Table 5-3 identifies the potential funding sources that may be used to implement mitigation strategies. These funding sources include the following federal and state sources:

- **Building Resilient Infrastructure and Communities (BRIC):** A competitive FEMA grant program to support states, local communities, tribes, and territories.
- **Flood Mitigation Assistance Program (FMA):** A competitive grant program that provides funding to states, local communities, federally recognized tribes, and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program.
- **Hazard Mitigation Grant Program (HMGP):** Provides funding to state, local, tribal, and territorial governments to rebuild in a way that reduces or mitigates future disaster losses in their communities. This grant funding is available after a presidentially declared disaster.
- **Emergency Management Performance Grant Program (EMPG):** The federal government, through the EMPG Program, provides necessary direction, coordination, and guidance and provides necessary assistance, as authorized in this title, to support a comprehensive all-hazards emergency preparedness system.
- **Other Grants:** Other grants may include State of California grants associated with climate change, water infrastructure, homeland security, transportation, or other funding sources that periodically become available. The list below provides some common sources:
    - Climate Adaptation Planning Sustainable Transportation Planning Grant Program - Department of Transportation
    - Sustainable Communities Competitive – Department of Transportation
    - CAL FIRE Wildfire Prevention Grants Program – Department of Forestry and Fire Protection
    - Integrated Climate Adaptation and Resiliency Program's Climate Adaptation Planning Grant – Office of Planning and Research
    - Small Community Drought Relief Program – Department of Water Resources
    - Addressing Climate Impacts – Department of Fish and Wildlife
    - Cleanup Loans and Environmental Assistance to Neighborhoods (CLEAN) Program – Department of Toxic Substances Control
    - Clean Water State Revolving Fund (CWSRF) Program Construction – State Water Resources Control Board

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- Drinking Water State Revolving Fund (DWSRF) Construction – State Water Resources Control Board
- Water Recycling Funding Program (WRFP) Construction Grant – State Water Resources Control Board
- Equitable Community Revitalization Grants (ECRG) – Department of Toxic Substances Control
- Water Recycling Funding Program (WRFP) Planning Grant – State Water Resources Control Board
- Infrastructure State Revolving Fund (ISRF) Program - Infrastructure and Economic Development Bank

Responsible Department

Table 5-3 includes the identification of key responsible departments that will be focused on future implementation of mitigation strategies and actions identified by the City.

Relative Cost Estimates

The HMPC identified relative cost estimates to meet the hazard mitigation planning process's cost estimation requirements based on their understanding of the mitigation action intent and their experience developing identical or similar programs/implementing projects. Four cost categories based on the City's typical cost criteria were used for budgeting purposes:

- **Low cost ($):** $15,000 or less
- **Medium cost ($$):** $15,001 to $500,000
- **High cost ($$$):** $500,001 to $2,999,999
- **Very High cost ($$$$):** Greater than $3,000,000

Timeframes

Table 5-3 includes timeframes that provide general timing durations due to the nature of the mitigation actions identified by the City. The following timeframes are used based on the following conditions:

1) **Ongoing (Annually):** Actions that identify this timeframe are the types of actions that City staff would conduct annually.
2) **Ongoing (As Needed):** Actions that identify this timeframe include activities that City staff would conduct in response to a request by internal (City Departments) or external (Property Owners) forces.
3) **Future Planning Process:** Actions identified within this timeframe are considered low-priority actions that the City would like to continue to track but does not feel they would be able to implement in the current planning implementation timeframe.

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For actions that use these terms, it is intended to identify that the action may add to existing capabilities and not have a particular start or end date or occur periodically. This is typically used for actions that include new policies, tasks, or standard operating procedures intended to mitigate future risks. If a single year is stated in the timeframe column, this indicates the year the action will begin.

PRIORITIZATION

As part of the mitigation actions development and review, the HMPC also prioritized the actions. The prioritization efforts looked at the risks and threats of each hazard, financial costs and benefits, technical feasibility, and community values. HMPC members were asked to identify their priority actions through a voting exercise. Items are prioritized based on the number of votes the HMPC members receive. These quantitative scores were then converted to low, medium, and high priority qualitative categories.

Based on the criteria and evaluation processes used during Plan development, the HMPC prepared a prioritized list of mitigation actions (**Table 5-3**) to improve Needles' resilience to hazard events.

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
Emergency Preparedness Activities						
P1	Conduct regular emergency preparedness drills and training exercises for City staff.	General Fund, EMPG	Emergency Office Services		Ongoing (Annually)	Low
P2	Create a Needles Community Emergency Response Team (CERT) program.	General Fund, EMPG	Emergency Office Services		Ongoing (Annually)	Low
P3	Ensure that community evacuation plans include provisions for community members who do not have access to private vehicles or are otherwise unable to drive.	General Fund, EMPG	Emergency Office Services		Ongoing (As Needed)	Low
P4	Continue to ensure effective emergency notifications through multiple media formats, in languages appropriate for the community, about pending, imminent, or ongoing emergency events. Ensure that information is accessible to persons with access and functional needs.	General Fund, EMPG	Emergency Office Services		Ongoing (As Needed)	High
P5	Maintain at least one emergency power-generating station in all critical facilities that the City could use as an emergency public assembly area, such as the Civic Center, Community Centers, and any other locations designated in the future.	General Fund, EMPG	Emergency Office Services		Ongoing (As Needed)	High
P6	Update the Needles Emergency Operations Plan to identify backup power and communications locations for critical facilities.	General Fund, EMPG	Emergency Office Services		Ongoing (As Needed)	Medium
P7	Increase the number of City staff with CalOES Safety Assessment Program (SAP) credentials.	General Fund, EMPG	Emergency Office Services		Ongoing (As Needed)	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
P8	Establish or update agreements with local schools to ensure facilities can act as evacuation sites during major emergencies.	General Fund, EMPG	Emergency Office Services		Ongoing (As Needed)	Low
P9	Ensure City staff complete all required SEMS/NIMS courses to ensure agency compliance.	General Fund, EMPG	Emergency Office Services		Ongoing (As Needed)	Low
Multiple Hazards						
1.01	Install energy-efficient equipment upgrades in City facilities to increase the longevity of the fuel supply for backup generators. **(Hazards Addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$	2028	Medium
1.02	Install digital signage in key locations to aid in public outreach and information dissemination during emergency events. **(Hazards Addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	$$	2027	Low
1.03	Conduct routine updates to Facility Conditions Assessments for City-owned infrastructure and other utilities and coordinate with other agencies to ensure inspections of other important infrastructure. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works/ Utilities	$$	Ongoing (Annually)	Low
1.04	Installation of solar and battery backup systems at key critical facilities within the City. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$$$	2026	High
1.05	Work closely with community groups to increase awareness of hazard events and resiliency opportunities among socially vulnerable community members. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Housing/ Community Services/ Public Safety	$	Ongoing (Annually)	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
1.06	Closely monitor changes in the boundaries of mapped hazard areas resulting from land use changes or climate change and adopt new mitigation actions or revise existing ones to ensure continued resiliency. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	$	Ongoing (Annually)	Low
1.07	Integrate policy direction and other information from this Plan into other City documents, including the General Plan, Emergency Operations Plan, and Capital Improvements Program. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services/ Public Works/ Utilities	$	Following All Plan Updates	Low
1.08	Monitor funding sources for hazard mitigation activities. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	$	Ongoing (Annually)	Low
1.09	Integrate climate change mitigation and adaptation information and analysis into future LHMP updates and other City Plans, where practicable. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	$	Following Any Plan Update	Low
1.10	Install and harden encased emergency backup power generators at critical facilities and key infrastructure as deemed necessary. Prioritize installations for facilities that serve as key cooling/warming centers (including the Senior Center), and evacuation centers. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$$	2027	Low
1.11	Install battery backup power supplies for traffic signals to ensure functionality in the event of power failure. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	$$	2025	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
Earthquake Hazards (Seismic Shaking)						
2.01	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's Earthquake preparedness/response plans and protocols.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
2.02	Develop a small project-based retrofit program to assist homeowners with simple earthquake mitigation activities (i.e., water heater straps, furniture anchoring, gas shut-off tools, and other emergency supplies) to reduce strain on City resources during an event.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Development Services	$$	2027	Medium
2.03	Conduct an educational campaign to incentivize and promote medium-scale seismic retrofits, such as window films to minimize shattering, rooftop-mounted equipment anchors, masonry chimney bracing, and other preventative measures to reduce damage to private buildings.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Development Services	$$	Ongoing (Annually)	Low
2.04	Conduct a seismic analysis of all City-owned key facilities and retrofit vulnerable facilities.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works	$$$	2027	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
2.05	To the extent feasible, construct all new City-owned facilities to remain operational in the event of a major earthquake.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	All Departments	$$$$	2028	Low
2.06	Retrofit key critical facilities with seismically rated window film treatments that ensure glass windows do not shatter during a strong seismic event.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works	$$$	2028	Low
2.07	Analyze the City's building and housing stock to create an inventory of seismically vulnerable buildings (unreinforced masonry, soft-story construction, non-ductile concrete buildings) within the city and conduct an educational program providing information on how to begin the process of seismically retrofitting these buildings.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Development Services	$$	2027	Low
Wildfires						
3.01	Promote the proper maintenance and separation of power lines and efficient response to fallen power lines, particularly in areas that experience strong winds.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Utilities	$$$	Ongoing (Annually)	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
3.02	Identify funding for existing non-conforming retrofits in fire-prone areas to use non-combustible building materials such as masonry, brick, stucco, concrete, steel, or others as appropriate. Establish defensible space zones around homes in these areas to reduce fire vulnerability.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Development Services / Public Safety	$$$	Ongoing (Annually)	Medium
3.03	Explore new funding opportunities to increase the budget for public outreach and fire hazard prevention awareness and education.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Public Safety	$	Ongoing (Annually)	Low
3.04	Create a rapid response plan from among first responder agencies to secure hospital, nursing, and assisted living facilities during high fire conditions and incidents.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Public Safety	$$	2027	Medium

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
3.05	Coordinate with SBCF and surrounding jurisdictions on home hardening and vegetation management assessments to assist residents in understanding and addressing wildfire risk.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Code Enforcement (Development Services)	$	Ongoing (Annually)	Low
3.06	Conduct regular fuel modification projects and clear vegetation to reduce fire hazard risks, such as removal of dead vegetation and invasive plants in parks, open spaces, and right-of-way embankments and creating larger buffers within the wildland-urban interface.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Public Works/ Development Services	$$	Ongoing (Annually)	High
Severe Weather (Drought, Extreme Heat, Severe Wind, Thunderstorms)						
4.01	Expand current outreach to residents and businesses prior to the severe winds on proper tree maintenance and identification of potentially hazardous trees. **(Hazards addressed: Severe Wind)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Public Works/ Code Enforcement	$	Ongoing (Annually)	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
4.02	Remove or trim trees determined to be susceptible to blowing over during a severe wind event. Encourage the undergrounding of existing utilities, where practicable. **(Hazards Addressed: Severe Wind)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Public Works/ Code Enforcement/ Utilities	$$	Ongoing (Annually)	Low
4.03	Update the Needles Municipal Code to reflect the latest advances in best practices in landscape design that reduce water use within the City and support fire risk reduction. **(Hazards addressed: Drought)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Development Services	$	2025	Medium
4.04	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's drought preparedness/response plans and protocols. **(Hazards addressed: Drought)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
4.05	Develop a campaign to encourage water/energy efficiency, reduce consumption for existing development, and promote the expansion of electric vehicle-ready construction in new development. **(Hazards addressed: Drought, Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Utilities/ Development Services	$$$	2025	High

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
4.06	Create a Cooling Center Plan for the use of designated public facilities (libraries, community centers, etc.) as cooling centers for vulnerable populations during extreme weather events. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$$	2025	High
4.07	During the design review process, promote passive cooling design (brise-soleil, long roof overhangs, locating windows away from southern facades, etc.) in new developments. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Development Services	$	Ongoing (As needed)	Low
4.08	Evaluate the long-term capacity of designated cooling centers and shelters in the City to provide sufficient relief from extreme heat. Assess the need to expand services as the frequency, length, and severity of future heat waves potentially change due to climate change. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services/ Community Services	$$	2025	Low
4.09	Upgrade HVAC within City facilities to more efficient systems, including split or decentralized systems that allow for heating and cooling rooms/spaces. **(Hazards addressed: Extreme heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	All Departments	$$$	2026	High

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
4.10	Increase the use and construction of shade structures within new developments, City facilities, parks, and trails to reduce extreme heat conditions. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Development Services/ Public Works	$$$	Ongoing (As Needed)	Medium
4.11	Promote early notifications to residents before a severe weather event, focusing on effective communication methods with vulnerable populations to better ensure they have adequate time to prepare. **(Hazards addressed: Severe Wind, Extreme Heat, Thunderstorms)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$	Ongoing (As Needed)	Low
4.12	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's Extreme Heat preparedness/response plans and protocols. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
4.13	Ensure effective emergency notifications through multiple media formats, in languages appropriate for the community, about pending, imminent, or ongoing thunderstorm events (to include flash flood watches/warnings and severe wind warnings). Ensure that information is accessible to persons with access and functional needs. **(Hazards Addressed: Thunderstorms)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$	Ongoing (As Needed)	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
Infrastructure Failure (Energy Shortage, Power Outage)						
5.01	Establish and routinely update a confidential inventory of critical infrastructure and ensure utility providers coordinate development activities with future resilience enhancements.	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$	2025	Medium
5.02	Expand access to alternative energy technologies, energy efficiency improvements and appliances, and programs for vulnerable populations to reduce energy consumption and the need for City services during extreme heat events.	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$	2026	Medium
5.03	Develop a Power Failure Strategic Plan that prioritizes the following: - Identification of critical facilities requiring backup power supplies. - Identification of critical systems requiring backup battery supplies to ensure effective operations during power failure events. - Development of criteria for backup power supplies and equipment for City-owned buildings and infrastructure - Development of code updates/modifications for new developments/redevelopments that are energy resilient or include backup power supplies or plug-in-ready retrofits. - Compilation of funding sources and strategies for City facility improvements and resources for residents and businesses.	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities/ Development Services	$$	2025	High
5.04	Install resilient emergency power supplies and microgrids at key critical facility locations throughout the City.	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$	2027	Medium

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
Geologic Hazards (Expansive Soils)						
6.01	Monitor changes to areas where expansive soils are located.	General Fund	Development Services	$$	Ongoing (As Needed)	Low
6.02	Conduct an analysis and develop maps of expansive soil locations throughout the city.	General Fund, BRIC/HMGP Grants, Other Grants	Development Services	$$	2026	Low
Flood (Flooding and Dam Failure)						
7.01	Update the City's Master Plan of Drainage regularly to incorporate new data and/or address emerging issues.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	Ongoing (Annually)	Low
7.02	Investigate the use of permeable paving and landscaped swales for new construction and replacement of City-owned hardscaped areas.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	2028	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
7.03	Identify potential flood improvements that reduce inundation from both storm flows and potential dam inundation effects.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	2028	High
7.04	Conduct frequent cleanings of storm drain intakes, especially before and during the rainy season.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	Ongoing (Annually)	Low
7.05	Track areas where ponding frequently occurs during heavy rainfall and install new drains or upgrade existing ones to reduce ponding.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	2028	Low
7.06	Identify all structures located in FEMA flood zones and determine the need to map, analyze, and modify FEMA flood maps. If flood map revisions are possible, work with property owners to determine the desire to perform this activity on their behalf.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	2027	Medium

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
7.07	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's Flash Flooding preparedness/response plans.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
7.08	Identify specific public works projects/improvements to address flash flooding impacts throughout the flood prone portions of the city.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works	$$	2025	Low
7.09	Identify specific improvements that may be implemented to reduce flood hazards to the Historic Harvey House railway station.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works	$$	2025	Low
7.10	Continue to enforce development regulations based on the most current FEMA flood insurance rate maps and continue to comply with the NFIP.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$	Ongoing (As Needed)	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
7.11	Coordinate with dam owners/operators and state and federal agencies to collectively identify threats to the City and the region and identify ways to retrofit/strengthen the dams under their control.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Emergency Office Services	$	2028	Low
7.12	Conduct a public outreach and awareness campaign about the hazards associated with dam failure, the areas within the city susceptible to impact, and evacuation procedures and facilities available in the event an impact occurs.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
7.13	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's Dam Failure preparedness/response plans.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
Human-Caused Hazards (Cyber Threat, Hazardous Materials Incident, Natural Gas Pipeline Hazards, Transportation Accident)						
8.1	Disseminate information on cyber threats to City staff and continually follow up with information on further developments of the situation. **(Hazards addressed: Cyber Threats)**	General Fund, BRIC/ HMGP Grants, Other Grants	IT Department	$	Ongoing (As Needed)	Low
8.2	Regularly update cyber security software and educate business owners and residents on current internet-based threats. **(Hazards addressed: Cyber Threats)**	General Fund, BRIC/ HMGP Grants, Other Grants	IT Department	$$	On going (As-Needed)	Medium

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
8.3	Ongoing training in coordination with County Fire, the Railroad, County Sheriff, Mutual Aid, Police, Fire, BLM, and Pipeline Companies (petroleum gas, electric, fiber optic) to be prepared for and respond to potential hazardous material spills/incidents along the railroad, I-40, or I-95. **(Hazard Addressed: Hazardous Materials Incident, Natural Gas Pipeline Hazards)**	General Fund, BRIC/HMGP Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
8.4	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material facilities from locating near sensitive land uses. **(Hazard Addressed: Hazardous Materials Incident)**	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	$	Ongoing (Annually)	Low
8.5	Continuously inspect businesses and other properties storing hazardous materials and create an inventory of storage locations that require updates, maintenance, or renovation. **(Hazard Addressed: Hazardous Materials Incident)**	General Fund, BRIC/ HMGP Grants, Other Grants	SB County Fire	$$	Ongoing (Annually)	Low
8.6	Develop a parcel-level database, in coordination with San Bernardino County, which tracks the status of hazardous materials storage and use, prioritized by potential threat to surrounding properties. **(Hazard Addressed: Hazardous Materials Incident)**	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	$$	2027	Low

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TABLE 5-3: MITIGATION ACTIONS IMPLEMENTATION PLAN						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
8.7	Continue to work with solid waste service businesses to educate residents and businesses on safely disposing of small quantities of hazardous materials. **(Hazards Addressed: Hazardous Materials Incident)**	General Fund, BRIC/HMGP Grants, Other Grants	Public Works	$	Ongoing (Annually)	Low
8.8	Coordinate with hazardous materials generators/operators (Southwest Gas, etc.) regularly to understand changes to operations within the city. **(Hazards Addressed: Hazardous Materials Incident)**	General Fund, BRIC/HMGP Grants, Other Grants	Emergency Office Services	$	Ongoing (Annually)	Low
8.9	Analyze the locations of railroad rights of way, and adjacent land uses to determine key locations of concern if a train derailment occurs. **(Hazards Addressed: Hazardous Materials Incident, Transportation Accident)**	General Fund, BRIC/HMGP Grants, Other Grants	Development Services	$	2025	Low
8.10	Maintain relationships with BNSF to improve rail safety. **(Hazards Addressed: Transportation Accident)**	General Fund, BRIC/HMGP Grants, Other Grants	Development Services/ Emergency Office Services	$$	Ongoing (Annually)	Low

*** Relative Cost Categories**
$ - Less than $15,000
$$ - $15,001 to $500,000
$$$ - $500,001 to $2,999,999
$$$$ - Greater than $3,000,000

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National Flood Insurance Program

Needles participates in the National Flood Insurance Program (NFIP), created by Congress in 1968 to provide subsidized flood insurance to homeowners living in flood-prone areas. Needles has participated in NFIP since July 1979. **Table 5-4** provides the City's NFIP information.

TABLE 5-4: FLOOD INSURANCE PROGRAM PARTICIPANT DATA	
Initial Flood Hazard Boundary Map (FHBM)	**6/14/1974**
Initial Flood Insurance Rate Map (FIRM)	**7/16/1979**
NFIP Participation Date	**7/16/1979**
Current Effective Map Date	**9/2/2016**

Although participation is not a dedicated hazard mitigation action, Needles will continue participating in the NFIP and comply with the program's requirements by enforcing the City's Floodplain Management Regulations. This regulation applies to all areas identified as flood-prone within the city. This chapter of the Municipal Code identifies the purpose of the regulation, methods of reducing flood losses, basis for establishing flood hazard areas, development permit requirements, duties and responsibilities of the City's Floodplain Manager, development standards that apply in flood-prone areas, and required documentation and analysis for construction within these areas. As part of the City's efforts to comply with NFIP, Needles will make updates and revisions to the Floodplain Management regulations to minimize the threat of harm from flood events. These updates and revisions may be promoted by changes in local demographics, land use shifts, flood regime changes such as the frequency and intensity of flood events, and other factors warranting municipal action. The City will also continue incorporating any changes to mapped flood plains' locations and designations into future planning documents, including future updates to this Plan. **Table 5-5** provides the City's floodplain management regulations.

TABLE 5-5: CITY OF NEEDLES FLOODPLAIN MANAGEMENT REGULATIONS	
Adoption of Minimum Floodplain Management Criteria and Implementation and Enforcement of Floodplain Management Regulations	Ord. No. 431-AC, § 1.1; Ord. No. 457-AC, § 2 (part). Chapter 9A Floodplain Management
Designee to Implement NFIP	Ord. No. 431-AC, § 4.2; Ord. No. 457-AC, § 2 (part). 9A-14: Designation of the Floodplain Administrator. The City Engineer fulfills this role.
Implementation of Substantial Improvement/ Substantial Damages Provisions	Article 9A-V: Provisions for Flood Hazard Reduction. 9A-17: Standards of Construction
* Ordinances are hyperlinked to Municipal Code Section	

The City of Needles contains Special Flood Hazard Areas (SFHA). Under the NFIP, there are 13 policies in force, amounting to roughly $12,624 in premiums paid annually. Total insurance coverage for these policies amounts to $3,332,000. Needles has no repetitive loss or severe repetitive loss properties that FEMA identified; however, they have had 5 closed Paid Loss cases totaling $16,398 in damages paid out.

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CHAPTER 6 –
PLAN MAINTENANCE

For this LHMP to remain effective and useful to the community of Needles, it must remain up to date. An updated version of the LHMP will continue to guide Needles' hazard mitigation activities and help keep the City eligible for state and federal hazard mitigation funding. The HMPC has structured this LHMP so individual sections can easily be updated as new information becomes available and new needs arise, helping to keep this Plan current.

This chapter discusses updating this Plan to comply with applicable state and federal requirements. This chapter also describes how the City can incorporate the mitigation actions described in **Chapter 5** into existing programs and planning mechanisms and how public participation will remain an important part of Plan monitoring and future update activities.

Coordinating Body

The HMPC will remain responsible for maintaining and updating the Plan, including evaluating the Plan's effectiveness as needed. Members of the HMPC will also coordinate the Plan's implementation through their respective positions. **Table 1-2** contains a list of current members. In future years, staff and representatives (either current HMPC members or other individuals) from the following departments, districts, and agencies should be included in maintenance and update activities:

- Building and Safety
- City Attorney
- City Clerk
- City Manager
- Community Services Department
- Engineering Department
- Finance
- Fire Department
- Human Resources
- Planning Department
- Public Works
- Sheriff's Department

The staff member currently serving as the HMPC leader (responsible for coordinating future updates) is in the Development Services Department. During the update process, they will serve as the project manager or designate this role to another staff member. The HMPC leader or their designee will coordinate the maintenance of this Plan, lead the formal Plan review and evaluation activities, direct the Plan update, and assign tasks to other members of the HMPC to complete these activities. Such tasks may include collecting data, developing new mitigation actions, updating mitigation actions, presenting to City staff and community groups, and revising the Plan sections.

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Plan Implementation

The Plan's effectiveness depends on the successful implementation of the mitigation actions. Implementation includes integrating mitigation actions into existing City plans, policies, programs, and other implementation mechanisms. The mitigation actions in this Plan are intended to reduce the damage from hazard events, help the City secure funding, and provide a framework for hazard mitigation activities. HMPC members prioritized the hazard mitigation actions in **Table 5-3** in **Chapter 5**. These priorities will guide implementing these actions through new or existing City mechanisms as resources are available. The LHMP project manager is responsible for overseeing the implementation, promotion, and maintenance of this Plan and facilitating meetings and coordinating activities related to Plan implementation and maintenance.

The key City Plans that will incorporate content from this LHMP include:

1) **Needles General Plan Safety Element** – This element will incorporate relevant mapping and analysis in the Safety Element to ensure this plan's goals and policies are reinforced throughout future developments and projects proposed within the city.

2) **Needles Emergency Operations Plan** – The EOP focuses on the effective preparedness and response to hazard events within the city. Incorporating relevant content from this plan into the EOP ensures consistency regarding the hazards addressed in both plans.

3) **Needles Capital Improvements Program** – The CIP identifies key infrastructure investments throughout the city, including hazard mitigation elements. Incorporating this plan into the CIP may enhance infrastructure investment through additional funding and/or modification of improvements to include hazard mitigation elements.

This integration of the LHMP into the Needles General Plan also allows the City to comply with AB 2140 requirements, as identified in **Chapter 1** of this plan.

Plan Maintenance Process

The City's plan maintenance process will rely on the Needles Mitigation Implementation Handbook, located in **Appendix E**. The handbook is intended to function as a stand-alone document that gives concise and accessible guidance to staff to implement and maintain the Plan. A key component is the specific mechanisms that the City can use to integrate this plan into the other City planning mechanisms.

Plan Monitoring And Evaluation

When members of the HMPC are not updating the Plan, they will meet at least once a year to go over mitigation action implementation and evaluate the Plan's effectiveness. These meetings will include:

1) Discussion of the timing of mitigation action implementation

2) Mitigation action implementation evaluation and determination of success

3) Mitigation action prioritization revisions, if deemed necessary

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4) Mitigation action integration into other mechanisms, as needed

The first of these meetings will be held in the 2025-2026 fiscal calendar year. To the extent possible, HMPC meetings will be scheduled at an appropriate time in the City's annual budgeting process, which will help ensure that funding and staffing needs for mitigation actions are considered.

When the HMPC meets to evaluate the Plan, members will consider these questions:

- What hazard events, if any, have occurred in Needles in the past year? What were the impacts of these events on the community? Were the impacts mitigated, and if so, how?
- What mitigation actions have been successfully implemented? Have any mitigation actions been implemented but not successfully, and if so, why?
- What mitigation actions, if any, have been scheduled for implementation but have not yet been implemented?
- What is the schedule for implementing future mitigation actions? Is this schedule reasonable? Does the schedule need to be adjusted for future implementation, and are such adjustments appropriate and feasible?
- Have any new concerns arisen, including hazard events in other communities or regions not covered by existing mitigation actions?
- Is new data available to inform the Plan's updates, including data relevant to the hazard profiles and threat assessments?
- Are there any new planning programs, funding sources, or other mechanisms to support hazard mitigation activities in Needles?

Plan Updates

The information in this Plan, including the hazard profiles, threat assessments, and mitigation actions, is based on the best available information, practices, technology, and methods available to the City and HMPC when this Plan was prepared. As factors change, including technologies, community demographics and characteristics, best practices, and hazard conditions, it is necessary to update the Plan to remain relevant. Additionally, Title 44, Section 201.6(d)(3) of the Code of Federal Regulations requires that LHMPs be reviewed, revised, and resubmitted for approval every five years to remain eligible for federal benefits.

Update Method And Schedule

The update process will begin no later than four years after this Plan is adopted, allowing a year for the update process before the Plan expires. However, it is recommended that you begin the update process three years after plan adoption if the funding source for the plan will be a mitigation grant. Depending on the circumstances, the LHMP project manager or their designee may also choose to begin the update process sooner. Some reasons for accelerating the update process may include:

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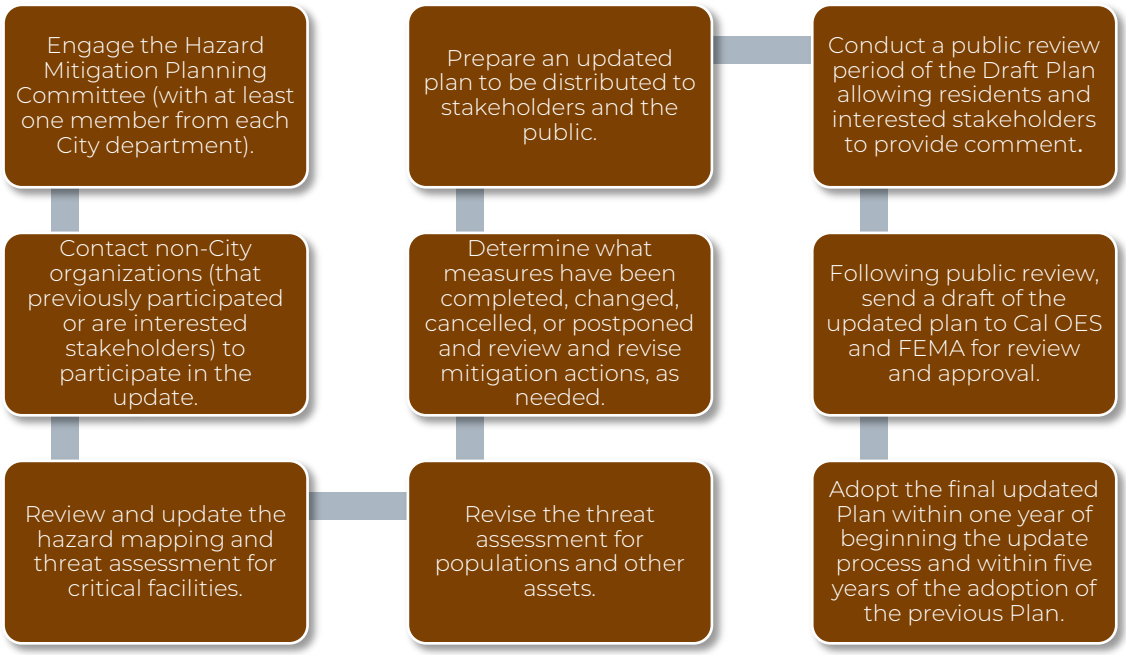
- A presidential disaster declaration for Needles or an area that includes part of or the entire City.
- A hazard event that results in one or more fatalities in Needles.

The update process will add new and updated methods, demographic data, community information, hazard data and events, considerations for threat assessments, mitigation actions, and other necessary information, keeping the Plan relevant and current. The HMPC will determine the best process for updating the Plan, which will include the following steps:



Update Adoption

The Needles City Council is responsible for adopting this Plan and all future updates. As previously mentioned, adoption will occur every five years. The City will begin the update process at least one year before expiration to ensure the plan remains active. If the City has a grant application that relies on the LHMP, an update to the plan will occur no later than 18 months before expiration. Adoption will take place after FEMA notifies the City that the Plan is Approved Pending Adoption. Once the City Council adopts the Plan following FEMA's approval, the adopted plan will be transmitted to FEMA.

Continued Public Involvement

The City will keep the public informed about the HMPC's actions to review and update the LHMP. The HMPC will develop a revised community engagement strategy that reflects the City's updated needs and capabilities. The updated strategy will include a tentative schedule and plan for public meetings, recommendations for using the City's website and social media accounts, and content for public outreach documentation. The HMPC will also distribute information annually through the most appropriate method to ensure the most significant information dissemination to residents and businesses. These updates are anticipated to occur after the City's annual HMPC meeting.

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Point Of Contact

The Hazard Mitigation Plan leader for Needles is the primary point of contact for this Plan and future updates. At the time of production, the LHMP project coordinator is Kathy Raasch, Interim Development Services Director, available at kraasch@cityofneedles.com or 760.326.2113, ext. 126.

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APPENDIX A – HMPC MEETING MATERIALS

TABLE 1-2: NEEDLES HAZARD MITIGATION PLANNING COMMITTEE

Name	Title	Department
Kathy Raasch	Interim Development Services Director	Development Services
Rainie Torrance	Utility Manager	Needles Public Utility Agency
Irene Romero	City Planner	Planning
Jennifer Valenzuela	Recreation Services Manager	Parks & Recreation
Cheryl Sallis	Community Services Manager	Community Services Department
Will Guzman	Building Inspector	Building & Safety
Adrian Chavez	Senior Code Enforcement	Code Enforcement
Steve Ledbetter	Contract City Engineer	Engineering
Angelica Deermer	Housing Manager	Needles Housing Authority Manager
Aaron Pfannenstiel	LHMP Project Manager	Atlas Planning Solutions
Crystal Stueve	LHMP Planner	Atlas Planning Solutions
Robert Jackson	LHMP Planner	Atlas Planning Solutions

City of Needles

LOCAL HAZARD MITIGATION PLAN UPDATE
HMPC MEETING #1 AGENDA
JULY 31, 2024

I. **Team Introductions**

II. **Local Hazard Mitigation Plan Overview**

III. **Project Goals and Expectations**

IV. **Hazard Mitigation Planning Team Roster**

V. **Data Needs (Critical Facilities List, vulnerable populations, recent/past hazards, GIS)**

VI. **Community Engagement and Outreach Strategy**

VII. **Hazard Identification/Prioritization**

VIII. **Next Steps and To-Do List**

Hazard Mitigation Planning Update Process	**April 2023 – December 2023**
Community Outreach	Ongoing
Administrative Draft LHMP	Summer / Fall 2023
Public Review Draft LHMP Document	Fall 2023
Cal OES/FEMA Review Draft Document	Fall 2023/ Winter 2024

Meeting 1 Attendance

Kathy Raasch	Interim Development Services Director	Development Services
Rainie Torrance	Utility Manager	Needles Public Utility Agency
Irene Romero	City Planner	Planning
Jennifer Valenzuela	Recreation Services Manager	Parks & Recreation
Cheryl Sallis	Community Services Manager	Community Services Department
Will Guzman	Building Inspector	Building & Safety
Adrian Chavez	Senior Code Enforcement	Code Enforcement
Angelica Deermer	Housing Manager	Needles Housing Authority Manager

City of Needles

LOCAL HAZARD MITIGATION PLAN UPDATE
HMPC MEETING #2 AGENDA
NOVEMBER 25, 2024

I. Introductions

II. Review of Project Goals

- GOAL 1 - Protect against threats from natural hazards to life, injury, and property damage within the Needles community.
- GOAL 2 - Increase public awareness of potential hazard events.
- GOAL 3 - Preserve critical services and functions by protecting key facilities and infrastructure for the community.
- GOAL 4 - Protect natural systems from current and future hazard conditions.
- GOAL 5 - Coordinate mitigation activities among City departments, neighboring jurisdictions, and federal agencies.
- GOAL 6 - Prepare for long-term change in hazard conditions associated with climate change.

Plans and Regulations	• Ordinances, Regulations
Structural Projects	• Utility Undergrounding, Structural Retrofits
Natural Systems Protection	• Stream restoration, erosion control
Education Programs	• Outreach materials, websites, presentations
Preparedness and Response Actions	• Mutual aid agreements, equipment purchases, notification protocols

III. Overview of Mitigation Strategies

IV. Discussion of STAPLE/E Criteria

Issue	Criteria
Social	• Is the action socially acceptable to community members? • Would the action treat some individuals unfairly? • Is there a reasonable chance of the action causing a social disruption?
Technical	• Is the action likely to reduce the risk of the hazard occurring, or will it reduce the effects of the hazard? • Will the action create new hazards or make existing hazards worse? • Is the action the most useful approach for the City to take, given the City's goals and community members?
Administrative	• Does the City have the administrative capabilities to implement the action? • Are there existing City staff who can lead and coordinate the measure's implementation, or can the City reasonably hire new staff for this role? • Does the City have enough staff, funding, technical support, and other resources to carry out implementation? • Are there administrative barriers to implementing the action?
Political	• Is the action politically acceptable to City officials and other relevant jurisdictions and political entities? • Do community members support the action?
Legal	• Does the City have the legal authority to implement and enforce the action? • Are there potential legal barriers or consequences that could hinder or prevent the implementation of the action? • Is there a reasonable chance that implementation of the action would expose the City to legal liabilities? • Could the action reasonably face other legal challenges?
Economic	• What are the monetary costs of the action, and do the costs exceed the economic benefits? • What are the start-up and maintenance costs of the action, including administrative costs? • Has the funding for action implementation been secured, or is a potential funding source available? • How will funding the action affect the City's financial capabilities? • Could the implementation of the action reasonably burden the City's economy or tax base? • Could there reasonably be other budgetary and revenue impacts to the City?
Environmental	• What are the potential environmental impacts of the action? • Will the action require environmental regulatory approvals? • Will the action comply with all applicable federal, state, regional, and local environmental regulations? • Will the action reasonably affect any endangered, threatened, or otherwise sensitive species of concern?

V. Discussion of Relative Cost Estimates

Example Cost Categories: **City specific values will be determined with the HMPC in the meeting.**	
$	Less than $100,000
$$	$100,001 to $999,999
$$$	Greater than $1,000,000

VI. Review and Discussion of Draft Mitigation Strategies

VII. Next Steps

Hazard Mitigation Planning Process	**June 2024 – January 2025**
Community Outreach	Ongoing
Administrative Draft LHMP	January 2025
Public Review Draft LHMP Document	March 2025
Cal OES/FEMA Review Draft Document	April 2025

APPENDIX B – OUTREACH ENGAGEMENT MATERIALS

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City of Needles Local Hazard Mitigation Plan

LOCAL HAZARD MITIGATION PLAN

The City of Needles is preparing an update to its Local Hazard Mitigation Plan (LHMP). This plan will help create a safer community for residents, businesses, and visitors. The LHMP allows public safety officials and city staff, elected officials, and members of the public to understand the threats from natural and human-caused hazards in our community. The plan will also recommend specific actions to proactively decrease these threats before disasters occur.

WHY HAVE AN LHMP?

An LHMP will help Needles better plan for future emergencies. Usually, after a disaster occurs, communities take steps to recover from the emergency and rebuild. An LHMP is a way for the City to better prepare in advance for these disasters so less damage occurs, and recovery is easier. Our community can use LHMP strategies to reduce instances of property damage, injury, and loss of life from disasters. Besides protecting public health and safety, this approach can save money. Studies estimate that every dollar spent on mitigation saves an average of four dollars on response and recovery costs. An LHMP can also help strengthen the mission of public safety officers, such as police and fire department staff, providing them with clear roles and responsibilities to build a safer community.

Besides helping protect Needles, our LHMP will make the City eligible for grants from the Federal Emergency Management Agency (FEMA) that can be used to further improve safety and preparedness in the community. Having an adopted LHMP can also provide eligibility to receive more financial assistance from the State when disasters occur.

WHAT IS IN OUR LHMP?

The City of Needles LHMP includes four main sections:

- A summary of the natural and human-caused hazards that pose a risk to our community.
- An assessment of the threat to Needles, which will describe how our community is vulnerable to future disasters.
- A hazard mitigation strategy, which will lay out specific policy recommendations for Needles to carry out over the next five years.
- A section on maintaining the plan, which will help ensure that our LHMP is kept up-to-date.

WHAT HAZARDS WILL OUR LHMP HELP PROTECT AGAINST?

The City plans to include the following natural hazards in our LHMP:

- Dam Failure
- Drought
- Earthquake
- Extreme Heat
- Flash Flooding
- Hazardous Materials Incident

Our LHMP will also examine how climate change may affect these hazards and include other hazards that threaten our community.

City of Needles
Local Hazard Mitigation Plan

Public Outreach Presentation

December 12, 2024

Outreach and Public Participation

Includes both:

Online Engagement

Online Survey
Released on 10/30/2024

Needles LHMP Webpage
https://cityofneedles.com/wp-content/uploads/2024/05/Project-Website-Content.pdf

Other Promotions
Social Media
Press Release
Utility Bill Insert

In Person Engagement

Public Outreach Meeting
(December 12, 2024)

Public Review Draft Plan
Spring 2025

City Council Adoption
Summer 2025

City of Needles 2024 Hazard Mitigation Plan Survey

80 responses

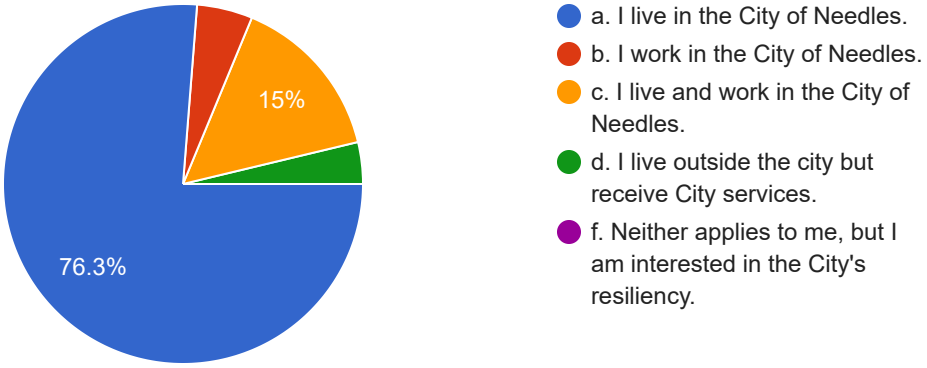
Publish analytics

II. Hazard Awareness

1. Please indicate whether you live or work in the City of Needles.

Copy

80 responses



2. If you live outside the city, which applies to you:

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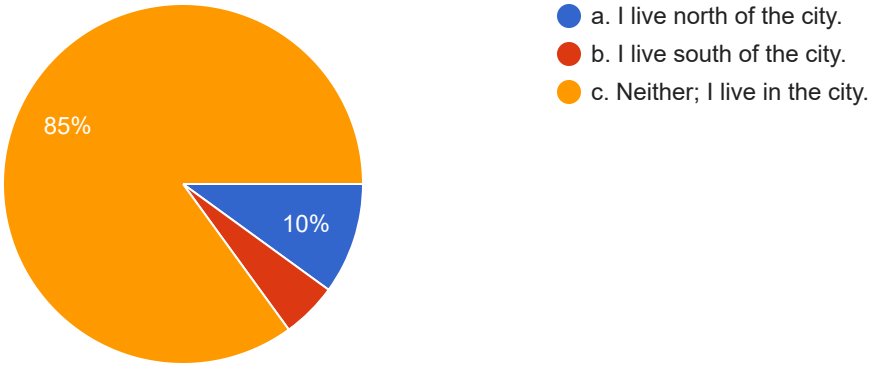
80 responses



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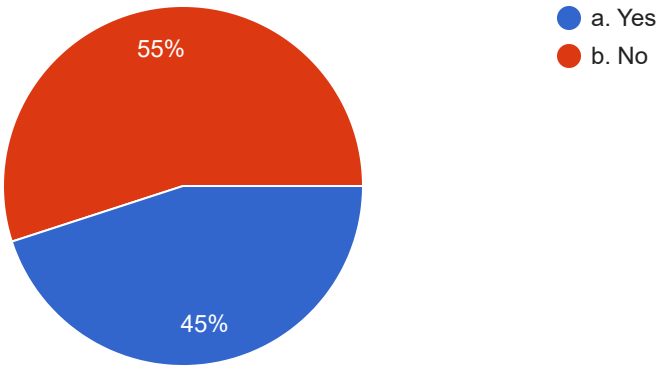
3. Have you been impacted by a hazard event in your current residence?

80 responses



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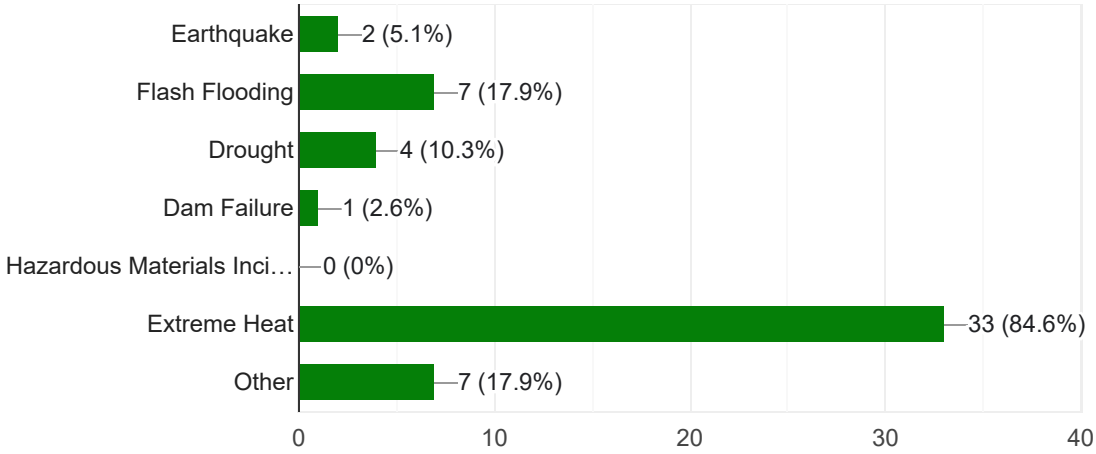
4. If you answered yes to the previous question, please select the type of hazard event that you have been impacted by (select all that apply).

39 responses



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If you selected “Other” above, please list any additional hazards that have previously impacted your neighborhood or home.

8 responses

Water, Power, Internet outages and only one Very bad road to our area….. Golf Course area. The road is carrying more than it was EVER designed for. It was a Dike Road…….not meant to carry the traffic that goes to Jack Smith Park. A bottle neck to Jack Smith Park with no alternatives that are useable.

Rattlesnakes

fire

Wind

A tornado (microburst) tore my (and others) roof off, and did tremendous damage to our city

Winds

Fire

DOWNWIND SMOKE

5. The following hazards could potentially impact the city. Please mark the THREE (3) hazards that are of most concern to your neighborhood or home.

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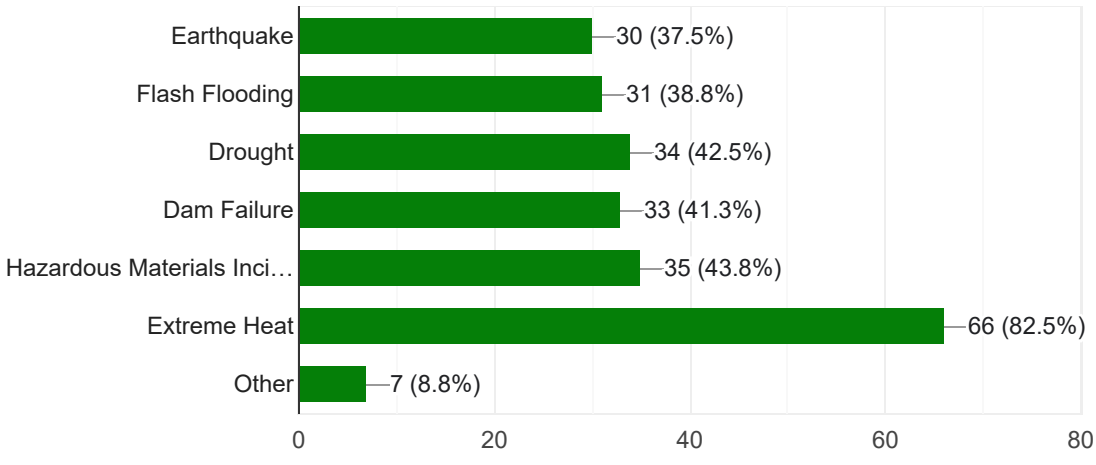
80 responses



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If you selected “Other” above, please list any additional hazards that have previously impacted your neighborhood or home.

8 responses

Answered above…….. Golf Course area access.

Power outage

fire

Winds

High winds

The materials the trains carry

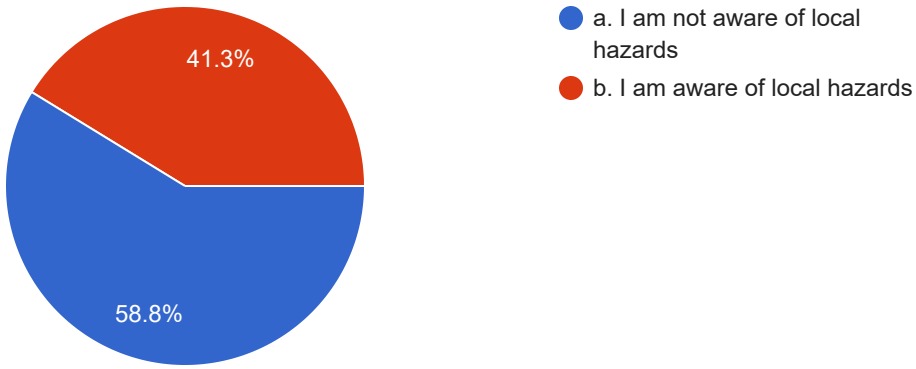
Fire due to the inability of the fire dept to respond with a small crew Need at least 4

City wide power outage

6. The planning team is using various data sources to identify hazards in your community; however, some of these data sources do not provide data at a general citywide level. Are there any small-scale issues, such as ponding at a specific intersection during rain, that you would like the planning team to consider?

Copy

80 responses



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Please provide as much detail as possible, including location and type of hazard.

27 responses

Needles hwy at Park rd

Flooding when there is heavy rain……. Several areas……Underpass, J. Street and Broadway…..

Needles highway flooding during thunder storms Washes flood road

Underpass floods

Road to Jack Smith Park deteriorating to the point of too narrow for traffic and paint of lines at curve are almost gone.

East Broadway has a section that often floods during rain storms.

K Street Underpass. Flooding cutting off cross-railroad route.
Lillyhill Drive near Bailey. Flooding in wash blocking access to the hospital from Lillyhill.
Westbound I-40 curve near J Street. Seeing a large tractor-trailer truck tumble down the hill is concerning, especially if it were ever a hazardous material truck.
Anywhere along the BNSF rail-line where they carry hazardous material.

road wash outs

The underpass floods every rain

lillyhill dr. and Bailey Dr. At the dip in the road if floods out there all the time. W. Broadway always floods during heavy rains.

Clary Drive had no drain off nor sidewalk and the main road is too rocky and cracked to safely walk on with a stroller or walker.

Ditch/ driveway by senior center (floods)

Hazards product the R R carries thru out town every day .

Underpass flooding

Lack of emergency communication structure other than phones or internet

Flooding under the Railroad bridge and east end of Broadway, near Econo Smog anytime it rains. Traffic congestion and limited capacity and alternative route for river adjacent neighborhoods off of River Road.

Our desert gets flooded and roads are terrible

*Flooding-North K Underpass.
*Flooding- Broadway & Quivera St.
*Flooding/Fire Hazard-Intersection NDLS HWY & North K st.
*Flash flood Hazard- Lilyhill between senior center and apartment complex, needs bridge with walkways handicap access both sides, from Bailey Ave to East End of Lilyhill.
*BNSF Railroad.
*Flooding with no curbing, or sidewalks both sides on San Clemente St, from Casa Linda to East Broadway (40 years overdue).

Dangerous narrowing of road to Jack Smith Park.

Pot sites they smell

Hazardous railway materials, ponding under the underpass on k street

vacant blue house on safari drive;

Needles Underpass Flooding and along Broadway at Front Street & Quivera St.

I live right when you come into town from Hwy 95. 95 has a lot of traffic coming and leaving throughout the day and night. There are many trucks, along with cars. The roads are narrow before they get here and sometimes there are long lines coming in. Right before you get to the Rangers Station there is a curve and it's a little dangerous getting out and in there sometimes. I can see an accident happening with major chemical spills from the trucks that carry chemicals. Not to mention that less than a mile after that is where 95 meets Interstate 40. Can be a very busy intersection. There are no parking signs along that stretch into town, however there are trucks parked there regularly and makes that area even more dangerous. I've seen patrols looking for speeding, however they never approached the trucks that were parked there illegally.

Ponding on N. K Street

The BNSF railroad runs through Needles, they carry thousands of tons of hazards material every day. If the trains have a derailment or train wreck, they could possibly spill thousands of gallons of hazmat material in the local area or river.

I understand the BNSF has Hazmat responders available in case of an accident, but how long would it take them to arrive (5 hours ?- 20 hours ? who knows).

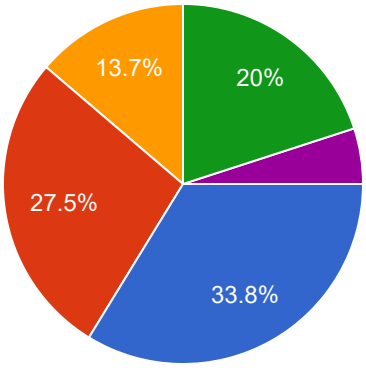
How do the Needles residents get notified of a hazmat spill?, where do they for safety after a hazmat spill?

Flooding of the underpass in Needles. Flooding in Needles Hwy.

7. How concerned are you that climate change may create new hazardous situations in Needles or make existing natural hazards worse?

Copy

80 responses



- a. Very concerned.
- b. Somewhat concerned.
- c. Somewhat unconcerned.
- d. Not at all concerned.
- e. Unsure.

8. When do you think climate change will pose a threat to your health, property, livelihood, or overall wellbeing?

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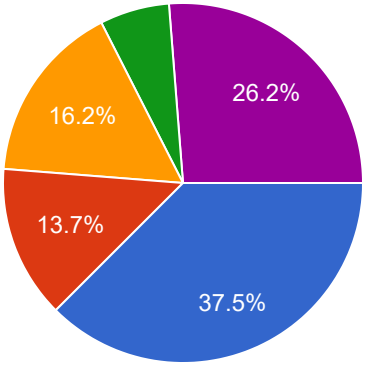
80 responses



- a. It already is.
- b. Within the next five years.
- c. In five to twenty years.
- d. Not for at least another twenty years.
- e. Never, or not in my lifetime

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9. If you have taken any action to protect yourself against natural hazards, how confident are you that these actions will be sufficient to protect against more severe hazards that are expected because of climate change?

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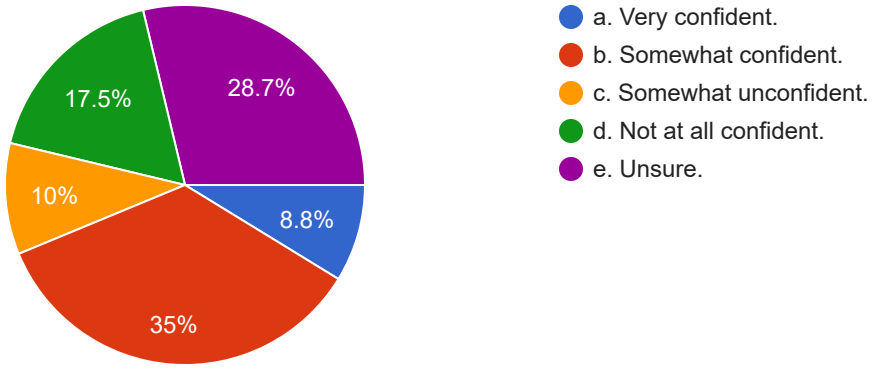
80 responses



10. If you are a homeowner, do you have adequate homeowners' insurance to cover the hazards that could impact your home?

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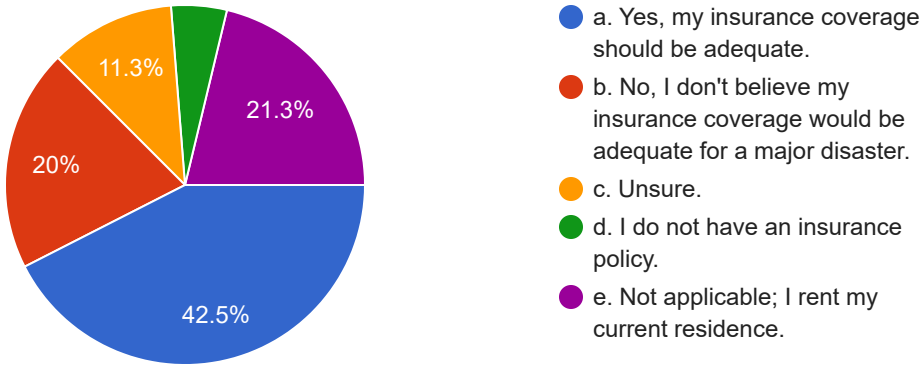
80 responses



11. If you rent your residence, do you have renters' insurance?

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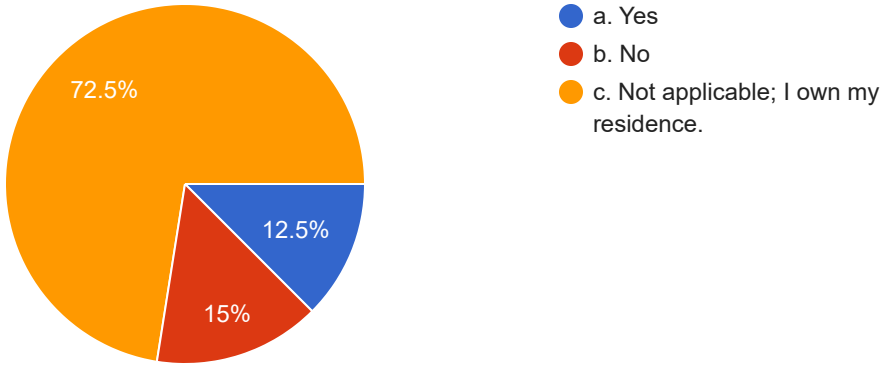
80 responses



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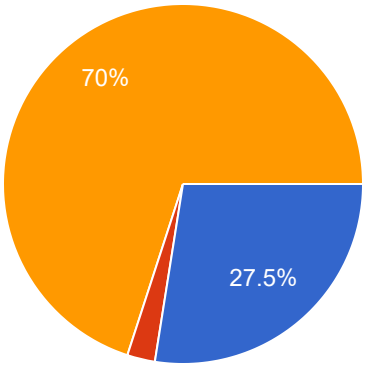
12. Do you have flood insurance for your home?

80 responses



- a. Yes, I own my home and have flood insurance.
- b. Yes, I rent my home and have flood insurance.
- c. No, but I am interested in reviewing flood insurance options (https://www.floodsmart.gov).

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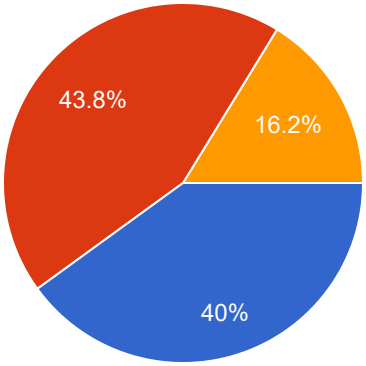
13. Have you done anything to your home to make it less vulnerable to hazards such as earthquakes, floods, and fires?

80 responses



- a. Yes
- b. No
- c. Not applicable; I rent my residence.

If not, do you plan to?

17 responses

Yes

No

Yes.

I know I need to

I would love to, but I don't know how or where to start.

I would love to have a plan, but I don’t know how.

My understanding is the earthquake risk here is diminished compared to the coastal areas.

I plan to install a power generator in the event of a hazard caused power outage.

Not really

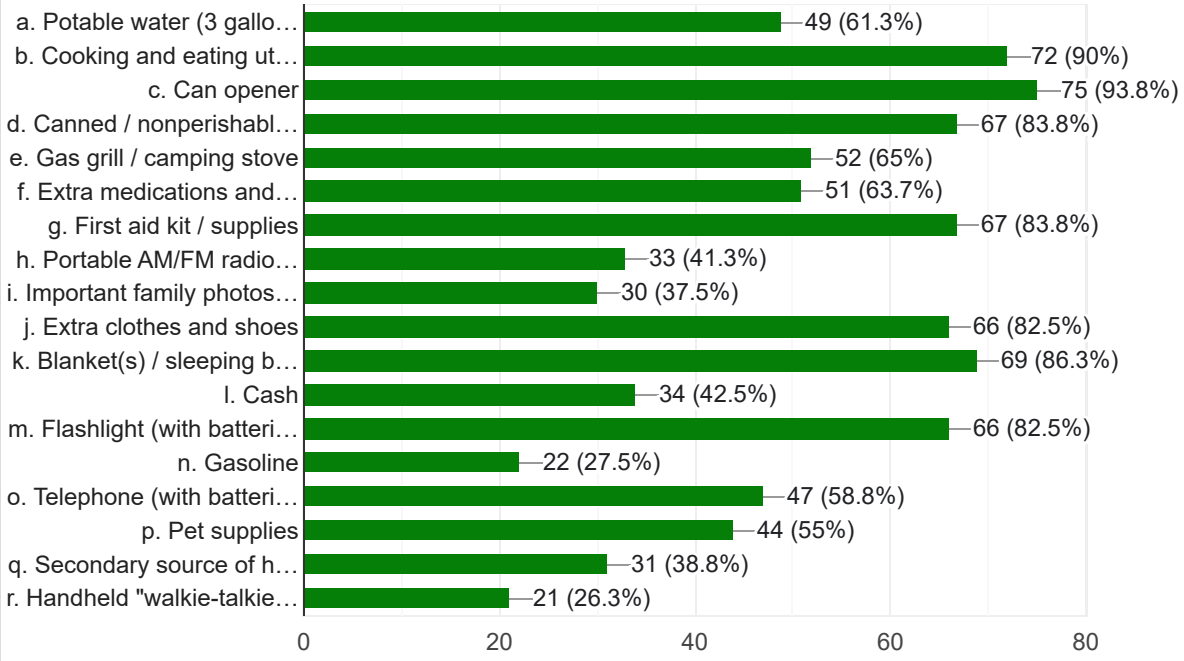
Maybe

Don’t know how.

14. If a severe hazard event occurred today such that all services were cut off from your home (power, gas, water, sewer) and you were unable to leave or access a store for 72 hours, which of these items do you have readily available?

Copy

80 responses



What else do you have in your emergency kit?

20 responses

Don't have emergency kit

Solar power, ham radio

Water filters

Not sure

Motorhome with generator and solar

Backup USB battery

generator

Generators

nothing else

Ham radio, extended medical aid supplies

First Aid supplies, flashlight, candles, matches, solar phone charger, charging cords,

All are listed above

Self protection

Ham radio with solar power/battery backup

solar phone charger

bandages and misc medical supplies

Candles

An emergency binder, which includes of: important documents, our family emergency plan, insurance policies, family health information, emergency numbers, water purification instructions, faraday cage instructions, and ideas for comfort and fun.

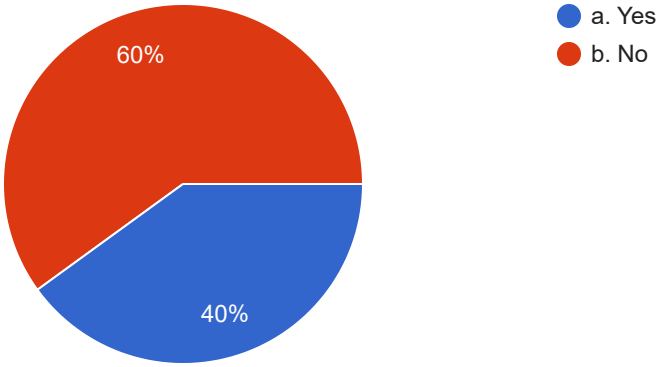
Generator

Power generator

15. Are you familiar with the special needs of your neighbors in the event of a disaster situation (special needs may include limited mobility, severe medical conditions, memory impairments)?

Copy

80 responses



16. Are you a trained member of your Community Emergency Response Team (CERT)?

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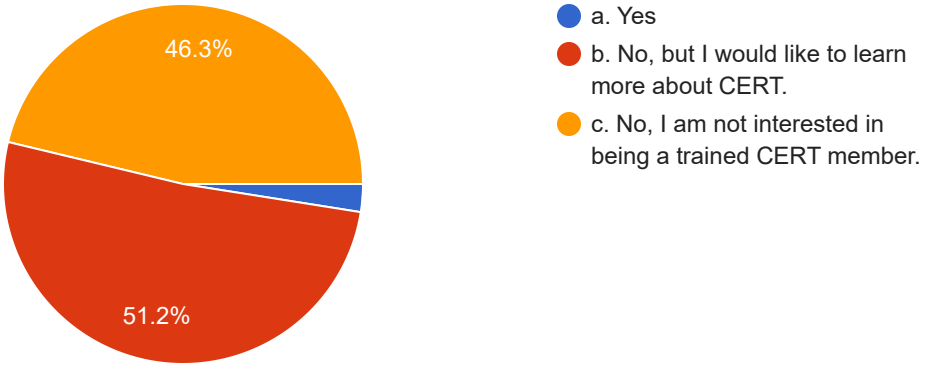
80 responses



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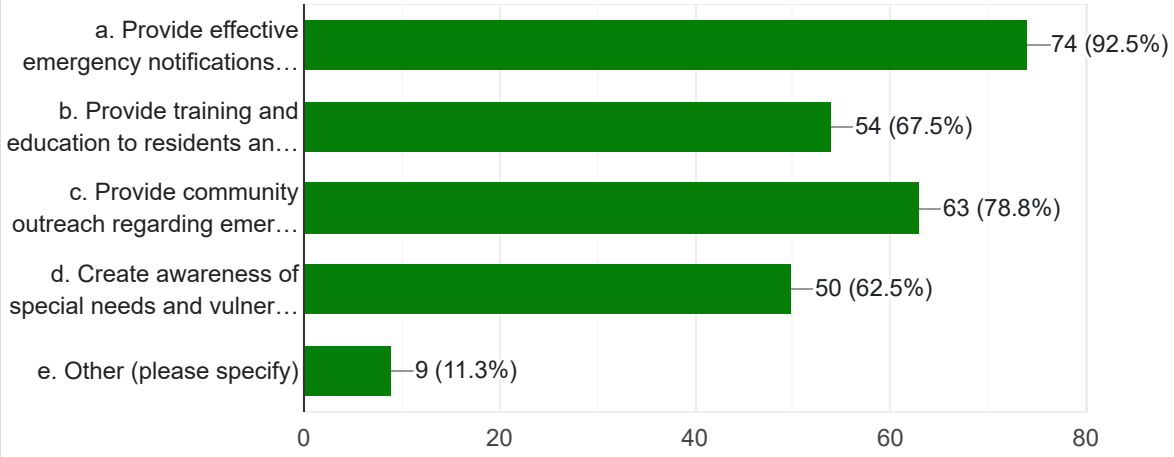
17. How can the City help you become better prepared for a disaster? (Choose all that apply)

Copy

80 responses



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If you selected “Other” above, please describe.

10 responses

Keep loss of Services to a minimum. Train people to be self sufficient……

put bridges over washes on Needles Hwy

We have a lot of retired fire and police in our community that ciuld be called on.

Clearly identify the risks the community faces, the likelihood of the risk and mitigations and preparations available to residents. (This may be included in "community outreach" but if it doesn't include clear communication of the actuals risks and disaster scenarios and only suggests preparation, it is incomplete).

emergency Escape route map and Possible Alternative Transportation Phone Numbers for those without Transportation.

Provide CERT training and promote amateur radio licensing. I maintain an amateur repeater in Needles and, if there would be interest on behalf of the city to support it on a city tower site with greater coverage and back up power, would be willing to relocate it.

If power is out how will I receive updates on emergency. No power no internet or cell phone

Interact resources with Ft Mohave Indian tribe and BNSF rr

Training for disaster prparedness

Organize a Co.munity preparedness event with vendors and donors for less privileged and elderly.

If you do NOT work in the City of Needles, please skip to question 22.

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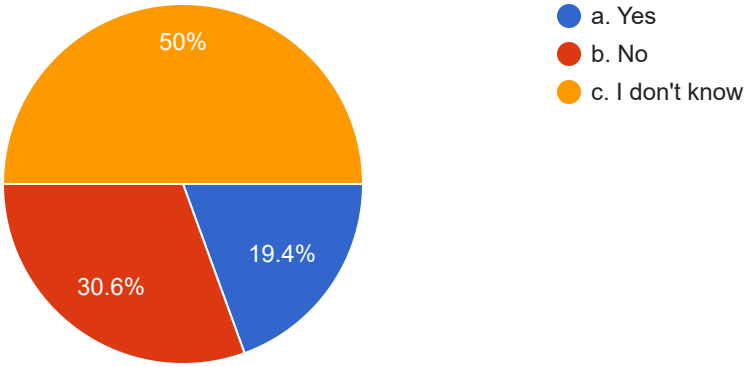
18. Does your employer have a plan for disaster recovery in place?

Copy

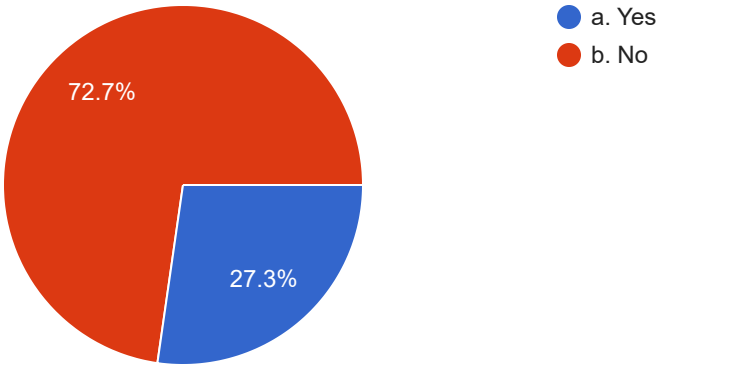
36 responses



19. Does your employer have a workforce communications plan to implement following a disaster, so they can contact you?

Copy

33 responses

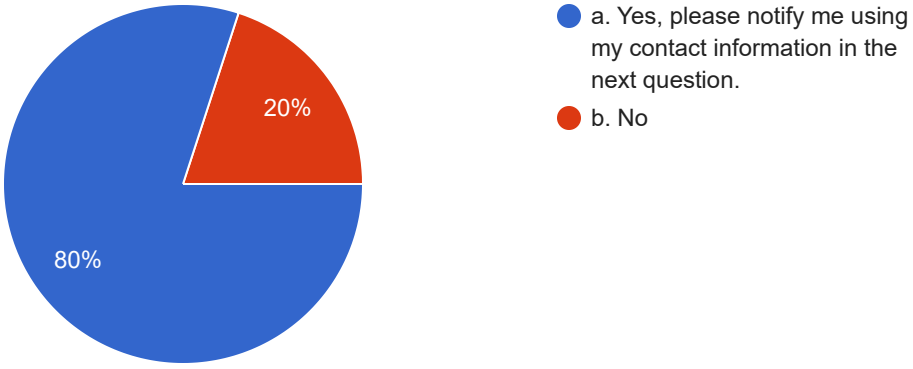


III. Recommendations and Future Participation

20. Would you like to be contacted when the Draft 2024 Needles Hazard Mitigation Plan is available for review?

Copy

80 responses



21. If you would like to be notified of future opportunities to participate in hazard mitigation and resiliency planning, please provide your name and e-mail address. If you do not have an e-mail address, please provide your mailing address. This information will be kept confidential.

50 responses

22. Please provide us with any additional comments/suggestions/questions regarding your risk of future hazard events.

9 responses

Pave Schulz rd. I pay taxes!

I would like to have an easy online access to any useful and necessary information.

Let's avoid them, please.

Students should be included in do you "work" in Needles, no, but I'm a student and like to stay informed

CERT classes would be beneficial, power outage planning is essential because power will go out during almost any likely hazard event.

Road by golf course becoming narrower to accommodate large automobiles and boats. Entering highway 95 by needles Rv park and bridge shrubs in vacant lot need to be cut down for better visibility for approaching vehicles. Many vehicles travel at excessive speed.

I am a former FEMA CATF-2 member rescue specialist and medical specialist. 29 year firefighter paramedic for Los Angeles County Fire Department. You might want to compile a list of others with same skills in case of an emergency. Needles has a lot of current and retired fire and police full and part time residents. That might be a question to ask.

I would suggest a city hall meeting when the plan has been complete so the community knows what is in the plan, that way if they have questions they can ask them

Concerned about the possibility of Haz Mat incident from the railroad.

Thank you for taking the time to complete this survey. If you have any questions, or if you know of other people/organizations that should be involved, please contact Kathy Raasch at kraasch@cityofneedles.com.

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APPENDIX C - RESOLUTION OF ADOPTION
(TO BE INSERTED AFTER CITY COUNCIL APPROVAL)

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APPENDIX D- KEY FACILITIES

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Asset Type Category	Critical Facility	Facility of Concern
Government/City Operations	2	0
Emergency Operations Fire/Police	2	0
Community Centers/Facilities	0	3
Parks Facilities	0	13
Infrastructure	29	0
Public Works Facilities	1	8
Medical Facilities (not City-owned)	1	0
Total	**35**	**24**

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APPENDIX E – HAZARD MITIGATION IMPLEMENTATION HANDBOOK

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Local Hazard Mitigation Plan Implementation Handbook

December 2024

Agenda Item 3.

What Is This Handbook?

The Local Hazard Mitigation Plan (LHMP) for the City of Needles features an evaluation of the City's hazards as well as a variety of corresponding mitigation actions. These actions are intended to preserve public safety, maintain critical municipal government operations and services when hazard events emerge, and empower community members to take on hazard mitigation at an individual level. This Implementation Handbook (Handbook) is intended for use by City staff and decision-makers after the LHMP is adopted. It will:

- Give clear instructions on what to do following the adoption of the LHMP.
- Simplify future updates to the LHMP.
- Assist the City in preparing grant funding applications related to hazard mitigation.
- Guide annual plan review actions.

How do I Use This Handbook?

This Handbook can help City staff and decision-makers in several different situations. If and when the events listed below occur, consult the respective sections of this Handbook for advice on how best to proceed:

- A disaster proclamation has been issued by the Needles City Council
- A disaster proclamation has been issued by the State of California
- A disaster declaration has been signed by the Federal Government
- I want to apply for mitigation grant funding
- Needles is undergoing its budgeting process
- Needles is holding its annual meeting of the Hazard Mitigation Planning Committee
- Needles is updating the following policy and regulatory documents:
    - The Local Hazard Mitigation Plan
    - The Safety Element of the General Plan
    - The Housing Element of the General Plan
    - The Zoning Code

Who Maintains This Handbook?

The Hazard Mitigation Planning Committee (HMPC) leader is responsible for maintaining this Handbook. At the time of writing, the current HMPC leader is Kathy Raasch from the Needles Development Services. The HMPC may delegate this responsibility to someone else should they choose.

What to do when a disaster has been proclaimed or declared

Disasters may be proclaimed or declared by the Needles City Council, the State of California, or the federal government. Responsibilities may differ depending on who proclaims or declares the disaster. If multiple organizations proclaim or declare a disaster, consult all applicable lists.

The Needles City Council

If the Needles City Council (or the Director of Emergency Services, if the City Council is not in session) proclaims a Local Emergency, take the following steps:

- ☐ Update **Attachment** 1 with information about the disaster. Include information about cumulative damage, including any damage outside of Needles.
- ☐ Discuss opportunities for local assistance with the representatives from the California Office of Emergency Services (Cal OES).
- ☐ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included in **Attachment 4**.
- ☐ **Chapter 6** of the Needles LHMP states that the City should consider updating the LHMP if a disaster causes a loss of life in the community, even if there is no state disaster proclamation or federal disaster declaration that includes part or all of the city. If there is a loss of life in Needles, consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

The State of California

If the State of California proclaims a disaster for Needles or an area that includes part or all of Needles, take the following steps:

- ☐ Update **Attachment 1** with information about the disaster. Include information about cumulative damage, including any damage outside of Needles.
- ☐ Collaborate with representatives from Cal OES to assess the damage from the event.
- ☐ Discuss opportunities for local assistance with representatives from Cal OES.
- ☐ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included in **Attachment 4.**
- ☐ If the disaster may escalate into a federal disaster declaration, begin any necessary coordination with representatives from the Federal Emergency Management Agency (FEMA).
- ☐ **Chapter 6** of the Needles LHMP states that the City should consider updating the LHMP if a disaster leads to a state disaster proclamation or federal disaster declaration that includes part or all of Needles, even if there is no loss of life. Consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

The Federal Government

If the federal government declares a disaster for Needles or any area that includes part or all of Needles, take the following steps:

- ☐ Update **Attachment 1** with information about the disaster. Include information about

cumulative damage, including any damage outside of Needles.

- ☐ Collaborate with Cal OES and FEMA representatives to assess the damage.
- ☐ Determine if Needles will be eligible for public assistance funds related to the federal disaster declaration. These funds can be used to reimburse the City for response and recovery activities. If the City is eligible, work with FEMA and Cal OES representatives to enact the necessary requirements and receive funding.
- ☐ If the disaster damages local infrastructure or City-owned facilities, repair or rebuild the structure to be more resilient, following applicable hazard mitigation actions. A list of actions, organized by hazards, is included in **Attachment 4**.
- ☐ The Hazard Mitigation Grant Program (HMGP) is a FEMA program that helps fund hazard mitigation activities after a disaster event. Needles may be eligible for funding because of the federal disaster declaration, although not all activities may meet the program's requirements. If Needles is eligible, work with FEMA to apply for this funding.
- ☐ **Chapter 6** of the Needles LHMP states that the City should consider updating the LHMP if a disaster leads to a state disaster proclamation or federal disaster declaration that includes part or all of Needles, even if there is no loss of life. Consider updating the LHMP. Consult the section on updating the LHMP in this Handbook for details.

I Want to Apply for Mitigation Grant Funding

There are three potential grant funding programs that FEMA administers for hazard mitigation activities. Two of these programs, the Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) funding sources, are available to communities with an LHMP that complies with FEMA guidelines and has been adopted within the past five years.
The third funding program is the Hazard Mitigation Grant Program (HMGP), which is available for communities that are part of a federal disaster declaration. This section discusses the BRIC and FMA programs and how to apply for them. The HMGP is discussed under the "Federal Government" subsection of the above "What to Do When a Disaster Has Been Proclaimed or Declared" section.

Building Resilient Infrastructure and Communities (BRIC)

Building Resilient Infrastructure and Communities (BRIC) will support states, local communities, tribes, and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. BRIC is a new FEMA pre-disaster hazard mitigation program that replaces the existing Pre-Disaster Mitigation (PDM) program.

The BRIC program's guiding principles are supporting communities through capability- and capacity-building, encouraging and enabling innovation, promoting partnerships, enabling large projects, maintaining flexibility, and providing consistency.

Development projects must be identified in a hazard mitigation plan that meets FEMA guidelines and has been adopted within the past five years. When applying to this program, review the list of hazard mitigation actions in **Attachment 4** to see which projects may be eligible. Planning efforts for communities that lack a valid hazard mitigation plan may be eligible for funding if the effort would create a valid hazard mitigation plan. All BRIC grant applications are processed through the State. To learn more, consult with Cal OES representatives or visit the FEMA webpage for the program. At the time of writing, this webpage is available at https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities.

TAKE THE FOLLOWING STEPS TO APPLY FOR BRIC FUNDING:

- ☐ Confirm that the program is currently accepting funding applications. Check with representatives from Cal OES or consult the Cal OES webpage on the BRIC program. At the time of writing, this webpage is available at https://www.fema.gov/grants/mitigation/building-resilient-infrastructure-communities.
- ☐ Identify the actions from the hazard mitigation strategy (see Attachment 4) that call on the City to pursue funding or list grants as a potential funding source. Confirm that the actions are consistent with the requirements of the BRIC grant.
- ☐ Coordinate with Cal OES representatives to compile and submit materials for the grant application.

Flood Mitigation Assistance

The FMA grant program is a competitive, national program that awards funding for physical development projects and planning efforts that mitigate long-term damage from flooding. The funding is only available to communities participating in the National Flood Insurance Program (NFIP), which Needles currently does. Communities must also have a valid hazard mitigation plan that meets FEMA guidelines to be eligible, and all projects must be consistent with the list of actions in the hazard mitigation strategy. When applying to this program, review the list of hazard mitigation actions in **Attachment 4** to see which projects may be eligible. As with the BRIC program, applications for the FMA program must be processed through the State. To view more information, consult with Cal OES representatives or visit the FEMA webpage on the program. At the time of writing, this webpage is available at https://www.fema.gov/grants/mitigation/floods.

TAKE THE FOLLOWING STEPS TO APPLY FOR FMA FUNDING:

- ☐ Confirm that the program is currently accepting funding applications. Check with representatives from Cal OES or consult the Cal OES webpage on the FMA program. At the time of writing, this webpage is available at https://www.fema.gov/grants/mitigation/floods.
- ☐ Identify the actions from the hazard mitigation strategy (**see Attachment 4**) that call on the City to pursue funding or list grants as a potential funding source. Confirm that the actions are consistent with the requirements of the FMA grant.
- ☐ Coordinate with Cal OES representatives to compile and submit materials for the grant application.

Needles is going through the budgeting process

Needles's budget process is an ideal opportunity to secure funding for hazard mitigation actions and to ensure that hazard mitigation efforts are incorporated into the City's fiscal priorities. Needles currently operates on an annual budget cycle that runs from July 1 to June 30. During this process, City staff should take the following steps to incorporate hazard mitigation into Needles's annual budget:

- ☐ Include hazard mitigation activities in Needles's list of Capital Improvement Projects (CIP). Review the list of hazard mitigation actions in **Attachment 4** and identify the projects that can be included in the CIP or can support efforts within the CIP.
- ☐ Review the risk and threat assessments in the LHMP (Chapter 3) to ensure that all

items in the list of CIP are planned, designed, and constructed to minimize the threat from hazard events.

- ☐ Identify opportunities to identify state-alone hazard mitigation actions through the annual budget process. Include appropriate items from Attachment 4 in the budget as stand-alone line items, particularly items that the Hazard Mitigation Planning Committee (Planning Committee) considered a high priority.
- ☐ Set aside staff to conduct hazard mitigation activities, including time to participate in Planning Committee meetings and research, prepare, and submit BRIC and FMA grant opportunities (consult the "I Want to Apply for Mitigation Grant Funding" section above).
- ☐ Ensure hazard mitigation activities are reflected in each department's priorities and earmarked time for specific goals.

Needles is Conducting its Annual meeting of the Hazard Mitigation Planning Committee

The hazard mitigation planning process brings together representatives from multiple City departments as well as other relevant stakeholders. It provides a forum to discuss the hazards in Needles and how to mitigate them effectively. As mentioned in **Chapter 5** of the LHMP, the Planning Committee should meet at least once each year, beginning a year after the LHMP is adopted. During these meetings, the Planning Committee should discuss implementation progress and integration of hazard mitigation actions in other City documents. At these meetings, the Planning Committee can review the status of the hazard mitigation actions and discuss whether completed or in-progress actions are working as expected. These meetings also allow the Planning Committee to strategically plan for the upcoming year.

It may help for the Planning Committee to meet early in the year, in advance of annual budget activities. **Attachment 3** contains an example of a Planning Committee Meeting Agenda.

The annual meeting should include representatives from City departments and other organizations that originally prepared the LHMP. Representatives from other relevant organizations should also be invited. During the preparation of the current LHMP, the following individuals were part of the Planning Committee:

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Needles Hazard Mitigation Planning Committee

Name	Title	Department
Kathy Raasch	Interim Development Services Director	Development Services
Rainie Torrance	Utility Manager	Needles Public Utility Agency
Irene Romero	City Planner	Planning
Jennifer Valenzuela	Recreation Services Manager	Parks & Recreation
Cheryl Sallis	Community Services Manager	Community Services Department
Will Guzman	Building Inspector	Building & Safety
Adrian Chavez	Senior Code Enforcement	Code Enforcement
Steve Ledbetter	Contract City Engineer	Engineering
Angelica Deermer	Housing Manager	Needles Housing Authority Manager
Aaron Pfannenstiel	LHMP Project Manager	Atlas Planning Solutions
Crystal Stueve	LHMP Planner	Atlas Planning Solutions
Robert Jackson	LHMP Planner	Atlas Planning Solutions

In advance of Planning Committee meetings, consider using **Attachment 1** to maintain an accurate list of recent disaster events that have occurred in and around Needles since the LHMP was adopted. At the Planning Committee meeting, review the Plan Maintenance Table **(Attachment 2**) to identify any gaps in the LHMP or any other component of the plan that needs updating. This also allows Planning Committee members the opportunity to review the actions in the hazard mitigation strategy **(Attachment 4)** and ensure that they are implemented as intended.

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Needles is updating its policy and regulatory documents

If Needles is updating the LHMP, the Safety Element or Housing Element of the General Plan, or the Zoning Code, consult the following applicable section.

Local Hazard Mitigation Plan

All LHMPs should be updated every five years. This helps keep the plan up to date and ensures that it reflects the most recent guidance, requirements, science, and best practices. An updated LHMP also helps keep Needles eligible for hazard mitigation grants that require a valid, recent LHMP (see "I Want to Apply for Mitigation Grant Funding"), along with an increased amount of post-disaster recovery funds.

The update process for the LHMP takes approximately one year. To ensure that a new LHMP comes into effect before the previous one expires, the update process should begin no later than four years after the plan is adopted. Updates may occur sooner at the City's discretion. Potential reasons for updating the LHMP sooner may include a state disaster proclamation or federal disaster declaration that covers part or all of Needles or if a disaster leads to a loss of life in Needles (see the "What to Do When a Disaster Has Been Proclaimed or Declared" section), as discussed in **Chapter 5** of the LHMP.

Take the following steps to update the LHMP:

ASSEMBLE THE HAZARD MITIGATION PLANNING COMMITTEE

- ☐ Convene a Planning Committee meeting no later than four years after the LHMP is adopted. Invite the regular Planning Committee members, along with representatives from other organizations that may have a role to play in the update process.
- ☐ Review the current status of mitigation actions, including if there are any that are not being implemented as planned or are not working as expected. Determine if there have been any changes in hazard events, regulations, best practices, or other items that should be incorporated into an updated LHMP.
- ☐ Decide if there is a need for a technical consultant to assist with the LHMP update and conduct consultant selection activities if needed. If a consultant is desired, the selection process should begin a few months before the update begins.
- ☐ Create and implement a community engagement strategy based on the strategy prepared for the existing LHMP. Describe in-person and online engagement strategies and materials, including ideas for meetings and workshops, draft community surveys, content for websites and press releases, and other materials that may be useful.

UPDATE THE RISK AND THREAT ASSESSMENTS

- ☐ Review and update the risk assessment to reflect the most recent conditions in Needles. Consider recent hazard events, new science associated with hazards and climate change, new development and land use patterns, and other recent changes in local conditions.

- ☐ Evaluate the status of all key facilities. Update this list if new facilities have been constructed or if existing facilities have been decommissioned. Reassess the threat to key facilities.
- ☐ Review the demographics of community residents and update the threat assessment for vulnerable populations and other community members.
- ☐ Assess any changes to the threat to all other community assets, including key services, other facilities, and economic drivers.

UPDATE THE MITIGATION ACTIONS

- ☐ Update the existing hazard mitigation actions to reflect actions in progress. Remove actions that have been completed or revise them to increase their effectiveness. Revise actions that have been abandoned or delayed to make them more feasible or remove them from the list of mitigation actions if they are no longer appropriate for Needles.
- ☐ Develop mitigation actions to improve the status of hazard mitigation activities in Needles by addressing any issues not covered by the existing LHMP.
- ☐ The ability to expand current mitigation capabilities will generally be reliant upon the budgeting allocated for each department/program for that fiscal year. The level at which these programs may or may not be expanded upon will be dependent upon the amount of funding received. FEMA has released a series of guides over the past few years that highlight some of the ways in which jurisdictions can expand mitigation. Some strategies for increasing current mitigation capabilities may include:
  - City should actively identify, adopt, and enforce the most current set of development codes and standards available. Strongly encouraging new development to be constructed to higher standards than currently required, increasing resilience within the community.
  - Engaging parts of the community that may not be actively involved in mitigation efforts.
  - Expanding the number and types of organizations involved in mitigation planning and implementation, increasing both efficiency and bandwidth.
  - Fostering new relationships to bring underrepresented populations and partners to the hazard mitigation planning process.
  - During the annual LHMP review, the HMPC should look for opportunities to fund and expand/enhance the effectiveness of current mitigation actions.
  - During annual budgeting processes, the City should identify new funding sources (bonds, grants, assessment districts, etc.) that can be used to support existing capabilities enhancements.
- ☐ Ensure that the feedback from the community engagement activities is reflected in the new and updated mitigation actions.

REVIEW AND ADOPT THE UPDATED PLAN

- ☐ Review the other chapters and appendices of the LHMP to reflect any changes made through the update process.
- ☐ Release the updated plan to the Planning Committee members and revise the plan to reflect any comments by Planning Committee members.
- ☐ Distribute the updated Plan to any appropriate external agencies not included in the

Planning Committee and revise the plan as appropriate in response to any comments.

- ☐ Release the updated plan publicly for review and make revisions to the plan to reflect public comments.
- ☐ Submit the plan to Cal OES and FEMA for approval and make any necessary revisions.
- ☐ Submit the plan to the Needles City Council for adoption.

The Safety Element of the General Plan

The Safety Element is a required component of Needles's General Plan. It can be updated as a stand-alone activity or as part of a more comprehensive process to update multiple sections or all of the General Plan. The Safety Element does not need to be updated on any set schedule, but updates should be frequent enough for the element to remain current and applicable to the community.

Local communities can incorporate their LHMP into their Safety Element as allowed under Section 65302.6 of the California Government Code, as long as the LHMP meets minimum federal guidelines. This allows communities to be eligible for an increased share of post-disaster relief funding from the State if a hazard situation occurs, as per Section 8685.9 of the California Government Code.

Take the following steps to incorporate the LHMP into the Safety Element:

- ☐ Incorporate new requirements into the safety element and ensure that the LHMP is consistent with the safety element.
- ☐ Review the requirements for Safety Elements in Section 65302(g) of the California Government Code and for LHMPs in Section 65302.6. Ensure that both documents meet all state requirements.
- ☐ Ensure that the information in both plans does not contradict each other and that any inconsistencies are corrected to use the most accurate and appropriate information. This information should include a community description, a risk assessment, and a threat assessment.
- ☐ Ensure that the policies in the Safety Element support the LHMP and provide a planning framework for specific hazard mitigation actions.

The Housing Element of the General Plan

The Housing Element is a required component of Needles's General Plan. Section 65583 of the California Government Code requires a Housing Element to analyze and plan for new residential growth in a community, including residential growth for households with an annual income below the area median. Like an LHMP, state regulations require the Housing Elements to be updated regularly to remain current and valid.

The Housing Element is not required to contain any information or policies related to hazards, although it may include policies that address retrofitting homes to improve resiliency. However, state law links the regular schedule of Housing Element updates to mandatory revisions to other General Plan elements. For example, Section 65302(g)(2) of the California Government Code

requires that communities that update their Housing Element on or after January 1, 2009, also update their Safety Element to include specific information and policies related to flood protection. As the LHMP is incorporated into the Safety Element, updates to the Housing Element may indirectly trigger updates to the LHMP.

To update the LHMP concurrent with updates to the Housing Element, take the following steps:

- ☐ Ensure that the LHMP meets any new requirements for the safety element that may be triggered by a housing element update.
- ☐ Section 65302(g) of the California Government Code lists several requirements for the Safety Element of the General Plan. Some of these requirements are triggered by updates to the Housing Element. Check to see if there are any new requirements of this nature. Note that the requirement is linked to the new Housing Element's adoption date, not the date the update process begins.
- ☐ Because the LHMP is incorporated into the Safety Element, any amendments or revisions to the Safety Element triggered by the Housing Element update may be made directly in the LHMP. Requirements triggered by the Housing Element are unlikely to require a full rewrite of the LHMP, but the process should fully involve the Planning Committee and include appropriate community engagement.
- ☐ Adopt the updated LHMP and incorporate it into the Safety Element. If necessary, amend the Safety Element to ensure the two documents are consistent (review the "Incorporate New Requirements Into the Safety Element, and Ensure that the LHMP is Consistent with the Safety Element" subsection above).

The Needles Municipal Code

Needles's Municipal Code contains a set of standards that guide land uses and development in the community. These standards include where different types of buildings and land use activities may be located, how these structures must be built, and how they must be operated or maintained. The Municipal Code may include requirements that structures (particularly new structures or those undergoing substantial renovations) incorporate hazard-resistant features, be located outside the most hazard-prone areas, or take other steps to reduce hazard vulnerability.

All communities in California are required to adopt the minimum state Building Standard Code (BSC), which includes some hazard mitigation requirements for new or significantly renovated structures. The BSC is generally updated every three years, with supplemental code updates halfway into each update cycle. Chapter 6, "Building Regulations," of Needles's Municipal Code contains building regulations and incorporates the BSC. Other sections of the Code adopt additional standards as desired by the City that adapts the BSC t Needles's local context.

As a participant in the National Flood Insurance Program (NFIP), Needles is required to incorporate Floodplain Management Requirements in its Zoning Code, which is located in Chapter 9A – Floodplain Management. These regulations establish standards for developing and operating facilities within mapped flood-prone areas. Other sections of the Needles Municipal Code may include additional standards related to hazard mitigation activities.

With the exception of the Floodplain Management Regulations and the minimum standards in the BSC, Needles is not required to incorporate hazard-related requirements in the Municipal Code.

However, the Municipal Code is an effective tool for implementing hazard mitigation measures related to the siting, construction, and operation of new buildings and other structures. Substantial updates to the Municipal Code, including the Buildings and Construction and Zoning Code sections, should be done in a way that is consistent with the LHMP.

- ☐ Include hazard-related requirements in applicable sections of the Needles code of ordinances.
- ☐ If the BSC is being updated, evaluate the hazard-related requirements of all sections in the new BSC. Identify any areas where it may be feasible to add or revise standards to help reduce the threat from hazard events. Ensure that these standards are consistent with the LHMP. Consider whether standards should be applied to all structures, to specific types of structures, or to structures in a limited area (such as a flood plain).
- ☐ If the Zoning Code is being updated, ensure that all requirements do not expose community members or community assets to an excessive risk of harm. Where feasible, use the requirements to strengthen community resiliency to hazard events. Ensure that these standards are consistent with the LHMP. Consider possible standards such as overlay zones that strengthen zoning requirements in hazard-prone areas, landscaping and grading requirements that buffer development from hazards, siting, and design standards that make structures more resilient, and other strategies as appropriate.

Agenda Item 3.

Attachment 1: Disaster Information Table

Use this table to fill out the information about any disaster events that have occurred in Needles or nearby and have affected the community. Include the date and location of the disaster event, the damages associated with the event, and any information about disaster proclamations or declarations resulting from the event.

Date	Location	Damages *	Declaration Details †

* Includes number and type of injuries, number of deaths, and cost of physical damage
† If the disaster was proclaimed or declared by the local, state, and/or federal government

Attachment 2: Plan Maintenance Table

Use this table when reviewing the LHMP as part of the Planning Committee's annual activities. For each section of the LHMP, note if any changes should be made to make the plan more effective for the community. This includes noting if anything in the LHMP is incorrect or if any important information is missing. Make revisions consistent with these notes as part of the next update to the LHMP.

Section	Is Anything Incorrect?	Is Anything Missing?	Should Any Other Changes Be Made?
Multiple sections or throughout			
Chapter 1: Introduction			
Chapter 2: Community Profile			
Chapter 3: Hazard Assessment			
Chapter 4: Threat and Vulnerability			
Chapter 5: Hazard Mitigation Strategy			
Chapter 6: Plan Maintenance			
Appendices			

Attachment 3: Sample Agenda and Topics for the Hazard Mitigation Planning Committee

This attachment includes a sample agenda and discussion topics for the annual meeting of the Planning Committee. Meetings do not have to follow this order or structure, but the items included in this attachment should be addressed as part of the annual meeting. During the update process for the LHMP, it is likely that the Planning Committee will meet more frequently. The meetings of the Planning Committee during the update process will involve different discussion topics.

ITEM 1: RECENT HAZARD EVENTS

1.1. What hazard events have occurred this past year in Needles or nearby in a way that affected the community?
- Identify events that caused loss of life or significant injury to Needles community members, significant property damage in Needles, or widespread disruption to Needles.
- More minor events should also be identified if there is a need for a community response to mitigate against future such events.

1.2. What are the basic facts and details behind any such hazard events?
- Consider the size and location of the affected area, any measurements of severity, any injuries and deaths, the cost of any damage, the number of people displaced or otherwise impacted, and other relevant summary information.
- Ensure that these facts and details are clearly recorded for future plan updates, including using the Disaster Information Table (**Attachment 1**).

ITEMS 2: MITIGATION ACTION ACTIVITIES

2.1. What mitigation actions have been fully implemented? Are they working as expected, or do they need to be revised?

2.2. What mitigation actions have started to be implemented since the Planning Committee last met? Is the implementation of these actions proceeding as expected, or are there any barriers or delays? If there are barriers or delays, how can they be removed?

2.3. What mitigation actions are scheduled to begin implementation in the next year? Are there any factors that could delay implementation or weaken the effectiveness of the actions? How can these factors be addressed?

2.4. What resources are needed to support planned, in-process, or ongoing mitigation actions? Does the City have access to these resources? If not, how can the City obtain access to these resources?

ITEM 3: INFORMATION SHARING

3.1. Is the City communicating with all appropriate local jurisdictions, including neighboring communities, San Bernardino County, and special districts? This should include information on district-specific hazard situations, mitigation actions, and other relevant information.

3.2. Is the City communicating with the appropriate state and federal agencies? Is the City receiving information about new regulations, best practices, and data related to hazard mitigation activities?

3.3. Are there opportunities for the City to improve coordination with local, state, and federal jurisdictions and agencies?

ITEM 4: BUDGETARY PLANNING

4.1. What are the financial needs for Needles to support the implementation of planned and in-process mitigation actions, including ongoing items? Is there sufficient funding for all measures in the LHMP that are planned for the next year, including in-process and ongoing items? If sufficient funding is unavailable, how can the City obtain these funds?

4.2. If it is not feasible for the City to support all planned, in-process, or ongoing mitigation actions, which ones should be prioritized?

4.3. Are there hazard-related activities not included in the LHMP that should be budgeted for? Can the City obtain the necessary funding for these activities?

ITEM 5: STRATEGIC PLANNING

5.1. Which grants are available for hazard mitigation activities, and which activities are best positioned to secure funding?

5.2. How should the agencies and other organizations represented on the Planning Committee coordinate to maximize the chances of receiving funding?

5.3. Are there any scheduled or anticipated updates to other City documents that could relate to hazard mitigation activities? How can the Planning Committee share information with staff and any technical consultants responsible for these updates and ensure that the updates will enhance community resiliency?

5.4. What capital projects are scheduled or anticipated? Are these capital projects being designed and built to be resistant to hazard events? Are there opportunities for these projects to support hazard mitigation activities?

5.5. How can Planning Committee members coordinate efforts with those responsible for capital projects to take advantage of economies of scale that will make implementing hazard mitigation activities easier?

5.6. Has it been four years since the adoption of the LHMP? If so, lay out a timeline for plan update activities, including additional meetings of the Planning Committee. Identify if a technical consultant is needed and begin the contracting process.

5.7. Are there any other opportunities for Planning Committee members and the organizations they represent to coordinate efforts?

ITEMS 6: NEW BUSINESS

6.1. Are there any other items related to the Planning Committee's mission?

Agenda Item 3.

Attachment 4: Hazard Mitigation Strategy

Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
Emergency Preparedness Activities						
P1	Conduct regular emergency preparedness drills and training exercises for City staff.	General Fund, EMPG	Emergency Office Services		Ongoing	Low
P2	Create a Needles Community Emergency Response Team (CERT) program.	General Fund, EMPG	Emergency Office Services		Ongoing	Low
P3	Ensure that community evacuation plans include provisions for community members who do not have access to private vehicles or are otherwise unable to drive.	General Fund, EMPG	Emergency Office Services		Ongoing	Low
P4	Continue to ensure effective emergency notifications through multiple media formats, in languages appropriate for the community, about pending, imminent, or ongoing emergency events. Ensure that information is accessible to persons with access and functional needs.	General Fund, EMPG	Emergency Office Services		Ongoing	High
P5	Maintain at least one emergency power-generating station in all critical facilities that the City could use as an emergency public assembly area, such as the Civic Center, Community Centers, and any other locations designated in the future.	General Fund, EMPG	Emergency Office Services		Ongoing	High
P6	Update the Needles Emergency Operations Plan to identify backup power and communications locations for critical facilities.	General Fund, EMPG	Emergency Office Services		Ongoing	Medium
P7	Increase the number of City staff with CalOES Safety Assessment Program (SAP) credentials.	General Fund, EMPG	Emergency Office Services		Ongoing	Low
P8	Establish or update agreements with local schools to ensure facilities can act as evacuation sites during major emergencies.	General Fund, EMPG	Emergency Office Services		Ongoing	Low
P9	Ensure City staff complete all required SEMS/NIMS courses to ensure agency compliance.	General Fund, EMPG	Emergency Office Services		Ongoing	Low
Multiple Hazards						

Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
1.01	Install energy-efficient equipment upgrades in City facilities to increase the longevity of the fuel supply for backup generators. **(Hazards Addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$	2028	Medium
1.02	Install digital signage in key locations to aid in public outreach and information dissemination during emergency events. **(Hazards Addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	$$	2027	Low
1.03	Conduct routine updates to Facility Conditions Assessments for City-owned infrastructure and other utilities and coordinate with other agencies to ensure inspections of other important infrastructure. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works/ Utilities	$$	Ongoing (Annually)	Low
1.04	Installation of solar and battery backup systems at key critical facilities within the City. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$$$	2026	High
1.05	Work closely with community groups to increase awareness of hazard events and resiliency opportunities among socially vulnerable community members. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Housing/ Community Services/ Public Safety	$	Ongoing (Annually)	Low
1.06	Closely monitor changes in the boundaries of mapped hazard areas resulting from land use changes or climate change and adopt new mitigation actions or revise existing ones to ensure continued resiliency. **(Hazards Addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	$	Ongoing (Annually)	Low
1.07	Integrate policy direction and other information from this Plan into other City documents, including the General Plan, Emergency Operations Plan, and Capital Improvements Program. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services/ Public Works/ Utilities	$	Following All Plan Updates	Low
1.08	Monitor funding sources for hazard mitigation activities. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	$	Ongoing (Annually)	Low
1.09	Integrate climate change mitigation and adaptation information and analysis into future LHMP updates and other City Plans, where practicable. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	All Departments	$	Following Any Plan Update	Low

Agenda Item 3.

Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
1.10	Install and harden encased emergency backup power generators at critical facilities and key infrastructure as deemed necessary. Prioritize installations for facilities that serve as key cooling/warming centers (including the Senior Center), and evacuation centers. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$$	2027	Low
1.11	Install battery backup power supplies for traffic signals to ensure functionality in the event of power failure. **(Hazards addressed: All)**	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	$$	2025	Low
Earthquake Hazards (Seismic Shaking)						
2.01	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's Earthquake preparedness/response plans and protocols.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
2.02	Develop a small project-based retrofit program to assist homeowners with simple earthquake mitigation activities (i.e., water heater straps, furniture anchoring, gas shut-off tools, and other emergency supplies) to reduce strain on City resources during an event.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Development Services	$$	2027	Medium
2.03	Conduct an educational campaign to incentivize and promote medium-scale seismic retrofits, such as window films to minimize shattering, rooftop-mounted equipment anchors, masonry chimney bracing, and other preventative measures to reduce damage to private buildings.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Development Services	$$	Ongoing (Annually)	Low
2.04	Conduct a seismic analysis of all City-owned key facilities and retrofit vulnerable facilities.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works	$$$	2027	Low
2.05	To the extent feasible, construct all new City-owned facilities to remain operational in the event of a major earthquake.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	All Departments	$$$$	2028	Low

Agenda Item 3.

Mitigation Actions Implementation Plan						
Action #	**Mitigation Action Item**	**Potential Funding Source**	**Responsible Department**	**Relative Cost**	**Time Frame**	**Priority**
2.06	Retrofit key critical facilities with seismically rated window film treatments that ensure glass windows do not shatter during a strong seismic event.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Public Works	$$$	2028	Low
2.07	Analyze the City's building and housing stock to create an inventory of seismically vulnerable buildings (unreinforced masonry, soft-story construction, non-ductile concrete buildings) within the city and conduct an educational program providing information on how to begin the process of seismically retrofitting these buildings.	General Fund, BRIC/ HMGP Grants, California Earthquake Authority Grants, Other Grants	Development Services	$$	2027	Low
Wildland Fires						
3.01	Promote the proper maintenance and separation of power lines and efficient response to fallen power lines, particularly in areas that experience strong winds.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Utilities	$$$	Ongoing (Annually)	Low
3.02	Identify funding for existing non-conforming retrofits in fire-prone areas to use non-combustible building materials such as masonry, brick, stucco, concrete, steel, or others as appropriate. Establish defensible space zones around homes in these areas to reduce fire vulnerability.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Development Services / Public Safety	$$$	Ongoing (Annually)	Medium
3.03	Explore new funding opportunities to increase the budget for public outreach and fire hazard prevention awareness and education.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Public Safety	$	Ongoing (Annually)	Low
3.04	Create a rapid response plan from among first responder agencies to secure hospital, nursing, and assisted living facilities during high fire conditions and incidents.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire	Public Safety	$$	2027	Medium

Agenda Item 3.

Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
		Grants, Other Grants				
3.05	Coordinate with SBCF and surrounding jurisdictions on home hardening and vegetation management assessments to assist residents in understanding and addressing wildfire risk.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Code Enforcement (Development Services)	$	Ongoing (Annually)	Low
3.06	Conduct regular fuel modification projects and clear vegetation to reduce fire hazard risks, such as removal of dead vegetation and invasive plants in parks, open spaces, and right-of-way embankments and creating larger buffers within the wildland-urban interface.	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Cal Fire Grants, Other Grants	Public Works/ Development Services	$$	Ongoing (Annually)	High
Severe Weather (Drought, Extreme Heat, Severe Wind, Thunderstorms)						
4.01	Expand current outreach to residents and businesses prior to the severe winds on proper tree maintenance and identification of potentially hazardous trees. **(Hazards addressed: Severe Wind)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Public Works/ Code Enforcement	$	Ongoing (Annually)	Low
4.02	Remove or trim trees determined to be susceptible to blowing over during a severe wind event. Encourage the undergrounding of existing utilities, where practicable. **(Hazards Addressed: Severe Wind)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Public Works/ Code Enforcement/ Utilities	$$	Ongoing (Annually)	Low
4.03	Update the Needles Municipal Code to reflect the latest advances in best practices in landscape design that reduce water use within the City and support fire risk reduction. **(Hazards addressed: Drought)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Development Services	$	2025	Medium
4.04	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's drought preparedness/response plans and protocols. **(Hazards addressed: Drought)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low

Agenda Item 3.

Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
4.05	Develop a campaign to encourage water/energy efficiency, reduce consumption for existing development, and promote the expansion of electric vehicle-ready construction in new development. **(Hazards addressed: Drought, Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Utilities/ Development Services	$$$	2025	High
4.06	Create a Cooling Center Plan for the use of designated public facilities (libraries, community centers, etc.) as cooling centers for vulnerable populations during extreme weather events. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$$	2025	High
4.07	During the design review process, promote passive cooling design (brise-soleil, long roof overhangs, locating windows away from southern facades, etc.) in new developments. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Development Services	$	Ongoing (As needed)	Low
4.08	Evaluate the long-term capacity of designated cooling centers and shelters in the City to provide sufficient relief from extreme heat. Assess the need to expand services as the frequency, length, and severity of future heat waves potentially change due to climate change. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services/ Community Services	$$	2025	Low
4.09	Upgrade HVAC within City facilities to more efficient systems, including split or decentralized systems that allow for heating and cooling rooms/spaces. **(Hazards addressed: Extreme heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	All Departments	$$$	2026	High
4.10	Increase the use and construction of shade structures within new developments, City facilities, parks, and trails to reduce extreme heat conditions. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Development Services/ Public Works	$$$	Ongoing (As Needed)	Medium
4.11	Promote early notifications to residents before a severe weather event, focusing on effective communication methods with vulnerable populations to better ensure they have adequate time to prepare. **(Hazards addressed: Severe Weather)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$	Ongoing	Low

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Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
4.12	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's Extreme Heat preparedness/response plans and protocols. **(Hazards addressed: Extreme Heat)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
4.13	Ensure effective emergency notifications through multiple media formats, in languages appropriate for the community, about pending, imminent, or ongoing thunderstorm events (to include flash flood watches/warnings and severe wind warnings). Ensure that information is accessible to persons with access and functional needs. **(Hazards Addressed: Thunderstorms)**	General Fund, BRIC/ HMGP Grants, California Climate Resilience Grants, Other Grants	Emergency Office Services	$	Ongoing (As Needed)	Low
Infrastructure Failure (Energy Shortage, Power Outage)						
5.01	Establish and routinely update a confidential inventory of critical infrastructure and ensure utility providers coordinate development activities with future resilience enhancements.	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$	2025	Medium
5.02	Expand access to alternative energy technologies, energy efficiency improvements and appliances, and programs for vulnerable populations to reduce energy consumption and the need for City services during extreme heat events.	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$	2026	Medium
5.03	Develop a Power Failure Strategic Plan that prioritizes the following: - Identification of critical facilities requiring backup power supplies. - Identification of critical systems requiring backup battery supplies to ensure effective operations during power failure events. - Development of criteria for backup power supplies and equipment for City-owned buildings and infrastructure - Development of code updates/modifications for new developments/redevelopments that are energy resilient or include backup power supplies or plug-in-ready retrofits. - Compilation of funding sources and strategies for	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities/ Development Services	$$	2025	High

Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
	City facility improvements and resources for residents and businesses.					
5.04	Install resilient emergency power supplies and microgrids at key critical facility locations throughout the City.	General Fund, BRIC/ HMGP Grants, Other Grants	Utilities	$$	2027	Medium
Geologic Hazards (Expansive Soils)						
6.01	Monitor changes to areas where expansive soils are located.	General Fund	Development Services	$$	Ongoing (As Needed)	Low
6.02	Conduct an analysis and develop maps of expansive soil locations throughout the city.	General Fund, BRIC/HMGP Grants, Other Grants	Development Services	$$	2026	Low
Flood (Flooding and Dam Failure)						
7.01	Update the City's Master Plan of Drainage regularly to incorporate new data and/or address emerging issues.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	Ongoing (Annually)	Low
7.02	Investigate the use of permeable paving and landscaped swales for new construction and replacement of City-owned hardscaped areas.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	2028	Low
7.03	Identify potential flood improvements that reduce inundation from both storm flows and potential dam inundation effects.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	2028	High

Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
7.04	Conduct frequent cleanings of storm drain intakes, especially before and during the rainy season.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	Ongoing (Annually)	Low
7.05	Track areas where ponding frequently occurs during heavy rainfall and install new drains or upgrade existing ones to reduce ponding.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	2028	Low
7.06	Identify all structures located in FEMA flood zones and determine the need to map, analyze, and modify FEMA flood maps. If flood map revisions are possible, work with property owners to determine the desire to perform this activity on their behalf.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$$	2027	Medium
7.07	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's Flash Flooding preparedness/response plans.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
7.08	Identify specific public works projects/improvements to address flash flooding impacts throughout the flood prone portions of the city.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works	$$	2025	Low
7.09	Identify specific improvements that may be implemented to reduce flood hazards to the Historic Harvey House railway station.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Public Works	$$	2025	Low
7.10	Continue to enforce development regulations based on the most current FEMA flood insurance rate maps and continue to comply with the NFIP.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Development Services	$	Ongoing (As Needed)	Low

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Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
7.11	Coordinate with dam owners/operators and state and federal agencies to collectively identify threats to the City and the region and identify ways to retrofit/strengthen the dams under their control.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Emergency Office Services	$	2028	Low
7.12	Conduct a public outreach and awareness campaign about the hazards associated with dam failure, the areas within the city susceptible to impact, and evacuation procedures and facilities available in the event an impact occurs.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
7.13	Update the City's Emergency Operations Plan annually to include recent additions/changes to the City's Dam Failure preparedness/response plans.	General Fund, BRIC/ HMGP Grants, Flood Mitigation Assistance Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
Human-Caused Hazards (Cyber Threat, Hazardous Materials Incident, Natural Gas Pipeline Hazards, Transportation Accident)						
8.1	Disseminate information on cyber threats to City staff and continually follow up with information on further developments of the situation. **(Hazards addressed: Cyber Threats)**	General Fund, BRIC/ HMGP Grants, Other Grants	IT Department	$	Ongoing (As Needed)	Low
8.2	Regularly update cyber security software and educate business owners and residents on current internet-based threats. **(Hazards addressed: Cyber Threats)**	General Fund, BRIC/ HMGP Grants, Other Grants	IT Department	$$	On going (As-Needed)	Medium
8.3	Ongoing training in coordination with County Fire, the Railroad, County Sheriff, Mutual Aid, Police, Fire, BLM, and Pipeline Companies (petroleum gas, electric, fiber optic) to be prepared for and respond to potential hazardous material spills/incidents along the railroad, I-40, or I-95. **(Hazard Addressed: Hazardous Materials Incident, Natural Gas Pipeline Hazards)**	General Fund, BRIC/HMGP Grants, Other Grants	Emergency Office Services	$$	Ongoing (Annually)	Low
8.4	Discourage new sensitive land uses, including schools, parks, childcare centers, adult and senior assisted living facilities, and community centers, from locating near identified hazardous material facilities. Discourage or prohibit new hazardous material	General Fund, BRIC/ HMGP Grants, Other Grants	Development Services	$	Ongoing (Annually)	Low

Mitigation Actions Implementation Plan

Action #	Mitigation Action Item	Potential Funding Source	Responsible Department	Relative Cost	Time Frame	Priority
	facilities from locating near sensitive land uses. **(Hazard Addressed: Hazardous Materials Incident)**					
8.5	Continuously inspect businesses and other properties storing hazardous materials and create an inventory of storage locations that require updates, maintenance, or renovation. **(Hazard Addressed: Hazardous Materials Incident)**	General Fund, BRIC/ HMGP Grants, Other Grants	SB County Fire	$$	Ongoing (Annually)	Low
8.6	Develop a parcel-level database, in coordination with San Bernardino County, which tracks the status of hazardous materials storage and use, prioritized by potential threat to surrounding properties. **(Hazard Addressed: Hazardous Materials Incident)**	General Fund, BRIC/ HMGP Grants, Other Grants	Public Works	$$	2027	Low
8.7	Continue to work with solid waste service businesses to educate residents and businesses on safely disposing of small quantities of hazardous materials. **(Hazards Addressed: Hazardous Materials Incident)**	General Fund, BRIC/HMGP Grants, Other Grants	Public Works	$	Ongoing (Annually)	Low
8.8	Coordinate with hazardous materials generators/operators (Southwest Gas, etc.) regularly to understand changes to operations within the city. **(Hazards Addressed: Hazardous Materials Incident)**	General Fund, BRIC/HMGP Grants, Other Grants	Emergency Office Services	$	Ongoing (Annually)	Low
8.9	Analyze the locations of railroad rights of way, and adjacent land uses to determine key locations of concern if a train derailment occurs. **(Hazards Addressed: Hazardous Materials Incident, Transportation Accident)**	General Fund, BRIC/HMGP Grants, Other Grants	Development Services	$	2025	Low
8.10	Maintain relationships with BNSF to improve rail safety. **(Hazards Addressed: Transportation Accident)**	General Fund, BRIC/HMGP Grants, Other Grants	Development Services/ Emergency Office Services	$$	Ongoing (Annually)	Low

*** Relative Cost Categories**	
$	Less than $15,000
$$	$15,001 to $500,000
$$$	$500,001 to $2,999,999
$$$$	Greater than $3,000,000

Agenda Item 3.

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: Authorize Joint Use of Poles between the City of Needles and Route 66 Broadband (2025)

Background: The NPUA currently has active Joint Pole Agreements with (3) communication providers within the City of Needles. The Joint Pole Agreements allow the communications companies access to install communication services above ground rather than directly buried. The Joint Pole agreement is an agreement whereby each party has the right to attach to and occupy space on a power pole

The original contract for Route 66 Broadband is dated 1995 and is in the name of Cablevision of Needles Inc.

Route 66 Broadband purchased Cablevision of Needles Inc. in 2021 and currently operates as Golden Valley Broadband. To date, there is no active Joint Use of Poles contract with Route 66 Broadband.

The Board of Public Utilities approved the recommended action on October 21, 2025.

Fiscal Impact: Route 66 Broadband has approximately 585 attachments at $15.10 per pole. The annual fee is $8,833.50.

Environmental Impact: None

Recommended Action: Authorize a License Agreement for the Joint Use of Poles between the City of Needles and Route 66 Broadband for Cable Attachment to City Poles dated 2025

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J Martinez Date: 10/23/2025

Other Department Approval (when required): Jill Tahura, Interim Finance Director Date: 10/23/2025

LICENSE AGREEMENT

FOR THE JOINT USE OF POLES

BETWEEN

CITY OF NEEDLES, CALIFORNIA

AND

ROUTE 66 BROADBAND

FOR

CABLE ATTACHMENT TO CITY POLES

AGREEMENT NUMBER _____ COPY NUMBER _____

AGREEMENT
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND

FOR

CABLE ATTACHMENT TO CITY POLES

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Agenda Item 4.

MASTER AGREEMENT
FOR THE JOINT USE OF POLES
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND FOR
CABLE ATTACHMENT TO CITY POLES

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1. PARTIES

The Parties to this Master License Agreement are Route 66 Broadband a California Corporation, hereinafter referred to as "Licensee", and the City of Needles, California, a California Municipal Corporation, hereinafter referred to as "City".

2. RECITALS

2.1. The Parties of this agreement desire to establish a procedure of terms and conditions for the joint use of their respective poles, when and where joint use shall be mutual advantage.

2.2. The conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both Parties, including considerations of safety and economy, and each of them shall be the judge of what the character of its circuits shall be to meet its service requirements and as to whether or not these service requirements can be properly met by Joint Use of Poles.

3. ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the Parties and shall supersede all prior contract, representations, negotiations, or letters pertaining to the subject matter of this Agreement, whether written or oral. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind not set forth herein, and this Agreement shall only be modified by an amendment signed by both parties. This Agreement includes all documents attached hereto and incorporated herein by reference.

4. SECTION HEADINGS AND DEFINITIONS

Section headings in this Agreement are for convenience only, and are not to be construed to define, limit, expand, interpret or amplify provisions hereof. When initially capitalized in this Agreement, or amendments hereto, the following words or phrase shall have the meanings specified:

Added Height – The additional height of Joint Use Poles required by either Party to meet codes or construction standards.

Agreement – This agreement, including all referenced documents, between the Parties for the Joint Use of Poles.

Anchor(s) – An anchor and associated anchor rod.

Attachments – Wires, cables, lamp fixtures, guy wires, and all other apparatus, fixtures or appurtenances of either Party, (excluding anchors) now or hereafter attached to poles

City - City of Needles, California

Joint Use – The placing and maintaining of attachments of both Parties upon one or more poles or anchors.

Joint Use Anchor – An anchor and associated anchor rod to which guy wires of both Parties are attached in order to support the pole and the various Attachments of the Parties thereon.

Joint Use Memorandum(s) – Forms(s) substantially in the form as set forth in Exhibits 1, 2, 3 and 4 attached hereto, exchanged between the Parties to notify each other of Joint Use construction to be performed, changes in pole use, and other related communication.

Joint Use Pole – A pole agreed upon by the Parties to be for Joint Use.

Joint Use Request Account Record – A form that summarizes and reports all joint use Licenses granted to Licensee and associated fees.

Licensee – The Party other than Owner who Desires to place or has placed its facilities on Owner's pole or anchor.

Other User – A third party other than Owner or Licensee who desires to place or has its facilities on a Joint Use Pole.

Owner – The Party who owns the pole and anchor.

Residential Structural Value – The current installed cost of facilities involved less applicable depreciation for time of service.

Standard Attachment Height – A point on a pole at a height above ground level which complies with State and Federal Regulations, National Electric Safety Code and Industry practices.

Standard Joint Use Pole – A forty (40) foot, Class Five (5) wood pole as covered by American National Standards Institute (ANSI) specifications and dimensions for wood poles.

5. SCOPE OF AGREEMENT

5.1. This agreement shall apply to all poles of each of the Parties now existing or hereafter erected in the City of Needles and surrounding area, and mutually agreed upon for Joint Use by the Parties. Any pole may be excluded from Joint Use, including;

5.1.1. Those which in the Owner's judgement are or will be necessary for its own sole use.

5.1.2. Those which carry, or are intended by the Owner to carry, circuits of such a character that in the Owner's judgement the proper rendering of its service now or in the future makes joint use of such poles undesirable.

5.2. Poles agreed upon for Joint Use shall be so designed by the form as s set forth in Appendix B, JOINT USE POLE REQUEST ACCOUNT REPORT which shall become a part of this Agreement and subject to the terms hereof.

5.3. All communication hereunder, including but not limited to notices, applications, responses, etc., between the Parties shall be by Joint Use Memorandum(s), Exhibits 1, 2, 3 and 4, except for billing or Agreement amendments or notifications as provided for in the Agreement.

5.4. No use, however extended, of any Joint Use Pole under this Agreement shall create or vast in Licensee and ownership or property rights therein, but Licensee's rights therein shall be and remain a license, which as to any particular pole, or poles, may be terminated at any time by Owner upon reasonable notice to Licensee; and Licensee shall remove its Attachments from said pole or poles before the expiration of said notice; provided, however, the Owner shall not terminate Licensee's use of any pole or poles without reasonable and just cause. Nothing herein contained shall be construed to compel Owner to maintain any pole, or poles for a period longer than demanded by its own service requirements

6. SPECIFICATIONS

6.1. Construction, installation, maintenance and repair of Joint Use Poles and all electric and communication circuits located thereon shall be in accordance with the National Electric Safety Code, as adopted by California Public Utilities Commission, National Electric Code as adopted by the City of Needles, the California Occupational Safety and Health Act (Cal OSHA), the southern California Joint Pole Committee Joint Pole Practices and Routine, the rules and regulations of any governing authority having jurisdiction over the subject matter of this Agreement, and requirements Owner may from time to time prescribe, and this Agreement. Where a difference in standards may exist, the more stringent shall apply. Each Party hereby agrees to indemnify and hold harmless the other Party from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, arising out of its failure to comply with this provision.

6.2. Licensee shall, at its own expense, make and maintain its Attachments in a safe condition, in a manner acceptable to Owner and in conformance with the provisions of section 6.1. Such Attachments shall be made and maintained so as not to conflict with the use of said poles by Owner or other authorized users or interfere with other facilities which may from time to time be placed thereon. In the event of such interference, Licensee shall at its own expense, upon fifteen (15) working days' notice from Owner, relocate or replace its facilities upon said poles, or transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Owner to remove such interference.

7. ESTEBLISHING JOINT USE OF NEW POLES AND CONTINUING JOINT USE OF EXISTING POLES

7.1. Whenever either Party requires new poles within the common service territory either as (i) new pole lines, (ii) extensions of existing pole lines, (iii) interest poles in existing pole lines, or (iv) replacements of existing poles, and desires to establish such poles as Joint Use Poles, it shall promptly notify the other Party and submit with such notice, its plans showing the proposed locations and character of the new poles and the character of the circuits it desires to place thereon. In the event of an emergency, verbal notice is acceptable but must subsequently be confirmed by a Joint Use Memorandum(s) and accompanying Joint Use Request Location Map and any additional drawings within twenty (20) calendar days. Within twenty (20) calendar days after receipt of such notice, the other Party shall approve, modify or reject said Joint Use, and shall sign the Joint Use Memorandum(s) in the spaces provided and return same day to the requesting Party.

7.2. Whenever either Party desires to place or reserve for placing its attachments on any pole owned by the other Party, either when initially installed or at some later date, such Party shall make written application specifying the location of the pole in question, the amount of space desired, the attachment point desired, if different from the Standard

Attachment Height, and the number and character of the circuits to be place thereon. Within twenty (20) calendar days after receipt, Owner shall approve, modify or reject said Joint Use. Upon receipt of notice from Owner that said Joint Use has been approved and after completion of any modifications required to accommodate such Attachments on said pole, including and necessary pole replacements, Licensee shall have the right for use of said pole for attachments and circuits of the character specified, in the amount of space specified, and at the Standard Attachment Height unless otherwise specified.

7.3. In the event Owner determines that any pole to which Licensee desires to make Attachments is inadequate or otherwise needs rearrangements or rework to support or accommodate the facilities of Licensee in accordance with section 6, SPECIFICATIONS, Owner will indicate the changes necessary to provide adequate pole space and estimated cost to Licensee. If Licensee desires that such changes be made and so notifies the owner, Owner will make or will arrange for making of such changes, including the replacement of inadequate poles, and Licensee shall pay Owner in the manner provided in section 9, COST.

7.4. Cost incurred in connection with establishing Joint Use of new poles shall be borne by the Parties in the manner provided in section 9, COST.

7.5. Except, as herein otherwise expressly provided, each Party shall place, transfer and rearrange its own Attachments, including any tree trimming or cutting incidental thereto, and shall always perform such work in a manner as not to interfere with the service of the other Party.

7.6. Licensee shall not have the right to place nor shall it place any equipment in addition to that initially authorized, upon any Joint Use Pole without first making application and receiving permission to do so. Nor shall Licensee change the position of any Attachments without Owners prior written approval. If either Party changes the character of its circuits resulting in an unsatisfactory or unsafe condition, that Party shall bear the total cost of corrective action or damages incurred by the other Party.

7.6.1. Anchors

7.6.1.1. Licensee may attach its guy wire to Owner's existing Anchor where adequate capacity is available in accordance with the standards set forth in section 6.1. Licensee shall secure any necessary right-of-way therefor from the appropriate Owner.

7.6.1.2. Should Owner or Other User attached to the Anchor need, for its own service requirements, to increase its load on the Anchor to which Licensee is attached, Licensee shall, if necessary, either rearrange its guy wire on the Anchor or transfer it to a replacement Anchor, as determined

by Owner in its sole discretion. The cost of such rearrangement and/or transfer and the placement of a new anchor or replacement of an existing Anchor shall be paid by Licensee.

7.6.1.3. If Licensee does not rearrange or transfer its guy wire within Thirty (30) calendar days following the date of written notice from Owner regarding such requirement, Owner or Other User May perform the work involved and Licensee shall pay the full Cost thereof.

8. RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

Owner and Licensee will cooperate in obtaining permits or rights-of-way for both Parties on Joint Use Poles; however, before placing any Attachments, Licensee shall have complete responsibility for obtaining any public or private consents, grants or permits that may be necessary for the use by it of such poles, and when requested by Owner, shall furnish such consent, grant or permit for Owners Inspection. If objection is made by the property owner of the underlying fee, or the governing body in the case of public right-of-way, after Licensee's Attachments have been placed on a Joint Use Pole, and Licensee is unable to satisfactorily resolve the matter within a reasonable time, Owner may upon notice in writing to Licensee, require Licensee to remove its Attachments from the poles involved, and Licensee shall, within thirty (30) calendar days after receipt of such notice, remove its Attachments from such poles at its sole expense.

9. COSTS

9.1. The cost of erecting new Joint Use Poles, whether as (i) new pole lines, (ii) extensions of existing pole lines, (iii) interest poles in existing pole lines, or (iv) replacements of existing poles, shall be borne by the Parties as follows:

9.1.1. A standard Joint Pole or Joint Use Pole smaller that a standard Joint Pole, shall be erected at the sole expense of Owner.

9.1.2. A Joint Use Pole larger than the standard Joint Pole, the Added Height or class of which is due wholly to Owner's requirements, shall be erected at the sole expense of the Owner.

9.1.3. In the case where the Licensee requires a Joint Use Pole larger than the standard Joint Pole, either Added Height and/or class of the pole, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.

9.1.4. In the case of a Joint Use Pole larger than the standard Joint Pole, the Added Height and/or class of which is due to the requirements of both Parties, Licensee shall pay to Owner a sum equal to one-half the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.

9.1.5. I Joint Use Pole is taller, or of a larger class, than would otherwise be required must be used to meet the requirements of public authorities or of property owners, the cost entailed by such requirements in excess of those otherwise needed shall be divided equally between the Parties, unless the added costs are chargeable to the public authority or property owner who will then be billed by Owner for such addition costs.

9.1.6. Where an existing Joint Use Pole is replaced be a new Joint Use Pole solely for the benefit of Licensee, Licensee shall pay to Owner the Residual Structural Value in place of the replaced pole, plus the Owner's transfer cost less plant betterment, plus the cost of removal, less the salvage value of the pole. Owner shall remove and retain such pole. If the replacement Joint Use Pole required by Licensee is larger than a Standard joint Pole in either Added Height or class, the Licensee shall pay the difference between the cost in place of such a pole and the cost in place of a Standard Joint Pole.

9.1.7 Where an interest Joint Use Pole is set by Owner at the request of Licensee, Licensee shall pay to Owner the cost in place of the interest pole and shall bear the cost of attachment to the new pole by both Parties.

9.2 Except as otherwise provided in the Agreement, the expense of maintaining Joint Use Poles shall be borne by Owner thereof, and each Party shall be responsible for maintaining, repairing, replacing and removing its Attachments.

9.3 The expense of tree trimming maintenance work, whether pertaining to the poles or to the placing or maintaining of Attachments shall be equitably divided between the Parties, as determined by the Owner.

10. ABANDONMENT OF JOINT USE POLES

10.1. If the Owner desires at any time to abandon any Joint Use Pole, it shall give Licensee notice to that effect at least thirty (30) calendar days prior to the date on which it intends to abandon such pole. If at the expiration of said period, Owner shall have no Attachments on such pole but Licensee shall not have removed all of its Attachments therefrom, such pole shall thereupon become the property of the Licensee, and Licensee shall defend and save harmless the former Owner of such pole from all obligations, liabilities, damages, cost, expenses or charges of any nature incurred thereafter; further, Licensee shall pay the former Owner a sum equal to the Residual Structural Value in place of such abandoned pole or such other equitable sum as may be agreed upon between the Parties. Credit, prorated based upon the remaining useful life of the pole, shall be allowed for any payment which Licensee may have made under the provisions of section 9, COSTS, when the pole was originally set.

10.2. Upon transfer of ownership, as set forth in Section 10.1, the former Owner, upon written request made within thirty (30) calendar days after receipt of notice of proposed abandonment, shall execute and deliver such instruments as may be

necessary to grant, convey, and assign to the other Party its rights relating to the location, erection, use and maintenance of the abandoned pole.

10.3. Licensee may at any time abandon the use of a Joint Use Pole by giving notice to Owner as to date the pole is to be abandoned, removing Attachments, and notifying Owner of such removal by completion report substantially in the form of Exhibit 2, NOTIFICATION OF TERMINATION OF MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE.

11. POLE ATTACHMENT FEE

11.1. The Annual fee is determined by a cost-of-service analysis completed by the City and approved by the City Council/Needles Public Utility Authority.

11.2. The annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of adjustment will be calculated by utilizing the National Consumer Price Index as follows:

11.2.1. The most recent published index numbers for the current year will be used as the fee adjuster to the next year's Annual Attachment fee.

11.2.2. The percentage of change in the average index numbers will be applied to the current year's Annual Attachment Fee, which will be effective January 1 of the next year.

11.2.3. The Annual Attachment Fee billings for the next year will be forwarded to Licensee by December 15 of each year.

11.3. For the initial calendar year of each new License, the Annual Attachment Fee shall be assessed at one-half the annual rate set forth in Section 1.1 above, as of the effective date of the License, and shall not be refundable due to early termination of the License.

11.4. The total Annual Attachment Fees assessed as of the beginning of each calendar year shall be based upon the total number of pole attachments on record, times the Annual Attachment Fee effective for the calendar year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, as evidence by an approved APPLICATION FOR POLE LICENSE (Exhibit 1), or MEMORANDUM FOR JOINT USE OF POLES (Exhibit 3), or as they may be revised from time to time, less the number of pole attachments whose License has been terminated, as evidenced by a NOTIFICATION OF TERMINATION OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE (Exhibit 2), as of December 15 of the previous calendar year.

11.5. If any Attachments or facilities of Licensee shall be attached to any pole of Owner, which is not a Joint Use Pole, Owner without prejudice to its other rights or remedies under this Agreement may impose a Pole Attachment Fee for each of the preceding five years and may notify Licensee to remove such Attachments and facilities within thirty (30) calendar days thereafter. Said Pole Attachment Fee shall be computed for each of the

five years pursuant to the applicable Pole Attachment Fee rate under Section 11. Any such fee imposed by Owner shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Owner with regard to said fee or said unlicensed use shall be deemed a ratification or licensing of the unlicensed use.

11.6. If Licensee fails to pay Pole Attachment Fees when due, Owner may, upon ten (10) calendar days prior written notice, terminate Licensee's rights under this Agreement without prejudice to Owner's rights under this Agreement, and remove Licensee's Attachments from the poles of the Owner.

11.7. In the event any Joint Use Pole is abandoned by either Owner or Licensee pursuant to Section 10, ABANDONMENT OF JOINT USE POLE, Licensee shall not be entitled to any refund of Pole Attachment Fee payments.

12. DEFAULT IN PERFORMANCE OF WORK

If either Party shall default in the performance of any work which it is obligated to perform under this Agreement, the other Party may elect to perform or have performed such work, without incurring any liability for the manner or result thereof, and the Party in default shall reimburse the other Party for the full costs incurred.

13. OTHER USERS

13.1. Nothing contained in this Agreement shall be construed as affecting any right or privilege of any Other Users authorized, by contract or otherwise prior to execution of this Agreement, to use Joint Use Pole.

13.2. Any use of Joint Use Pole by any Other Users authorized subsequent to Execution of this Agreement, shall be subject to the following conditions:

13.2.1 Other Users' Attachments shall not at any time disrupt or adversely affect Licensee's service;

13.2.2 All make-ready costs for Other Users' Attachments shall be borne by Other Users, unless otherwise agreed by Licensee;

13.2.3. Other Users' rights shall be subordinate to the rights of the Licensee;

13.2.4. Other Users' Attachments shall be placed and maintained in accordance with the provisions of Section 6.1 of this Agreement.

13.3. For the purpose of this Agreement, Other Users' Attachments shall be treated as Owners' Attachments unless otherwise agreed between Owner and Licensee.

13.4. Upon transfer of ownership of Joint Use Pole from Owner to Licensee, any Attachments of Other Users shall become subject to the terms and conditions of Licensee's contract with Other User's and shall be deemed to have been authorized pursuant to said contract.

14. ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, or as may be required by law, neither Party shall assign or otherwise dispose of any part of this Agreement, any of its rights or interests hereunder, any Joint Use Pole, or any Attachment or right-of-way covered by this Agreement, to any firm, corporation or individual, without the prior written consent of the other Party, provided, however, that nothing contained herein shall prevent or limit the right of either Party to mortgage any or all of its property, rights privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting business of the same general character as that of such Party, or to enter into any merger or consolidation. In case of the foreclosure of such mortgage, or in the event such lease, transfer, merger or consolidation, its rights and obligations under this Agreement shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee or merging or consolidating company, as the case may be Any such approved assignment shall be for the benefit of and shall be binding on the assignor, the assignee and all future successors, and shall not relieve the assignor, assignee or future successors of any duties or obligations.

15. WAIVER OF TERMS AND CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of the right to insist upon strict performance of this Agreement.

16. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property attached to any Joint Use Pole. The taxes and assessments which are levied on a Joint Use Pole shall be paid by Owner, but any tax, fee or charge levied because of Licensee's use of a Joint Use Pole shall be paid by Licensee.

17. BILLS AND PAYMENTS FOR CONSTRUCTION WORK

Upon the completion of construction performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the construction shall present to the other Party, within thirty (30) calendar days after the completion of such construction, an invoice for the amount sue, including an itemized statement of the costs. Such other Party shall pay the invoice amount within thirty (30) calendar days after receipt of the invoice.

18. PLACE OF BUSINESS

Whenever in this Agreement notice is provided to be given, application made or statement presented by either Party to the other, delivery thereof shall be to City of Needles, Customer Service Center, 817 Third Street, Needles, California 92363, or to Route 66 Broadband, 1058 E Broadway, Needles, California 92363, as the case may be, or to such other address as either Party may from time to time designate in writing for that purpose.

19. LIABILITY AND DAMAGES

Whenever any liability or damages are incurred by either Party or both of the Parties for injuries to employees, or for injury to the property of either Party, or for injuries to other persons or the property of other persons, arising out of the Joint Use of a Joint Use Pole or due to the proximity of the wires and fixtures attached to a Joint Use Pole, the liability between the Parties for such damages shall be as follows:

19.1. Each Party Shall indemnify and hold the other Party harmless from all damages for such injuries to persons or to property caused solely by each Party's own negligence, caused solely by each Party's failure to comply at any time with applicable standards, or caused solely by that Part's own equipment failures.

19.2. Each Party shall indemnify and hold the other Party harmless from all damages for injuries to its own employees and for damages to its own property either caused by negligence of both Parties or which cannot be shown to have been caused by the sole negligence of the other Party.

19.3. Each Party shall be liable for one-half (1/2) of all damages for injuries to persons other than a Party's own employees, and liable for one-half (1/2) of all injuries to property not belonging to either Party, caused by the negligence of both Parties or which cannot be shown to have been caused by the sole negligence of either Party.

19.4. Where, on account of injuries of the character describes in the preceding paragraphs of this Section, either Party shall make payments to injured employees or to their relatives or representatives in conformity with the provisions of the Worker's Compensation Act or any creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or in conformity with any plan for employee's disability benefits or death benefits now established or hereafter adopted by the Parties, such payments shall be construed to be damages within the terms of the preceding paragraphs and shall be paid by the Parties accordingly.

19.5. All claims for damages arising under this Agreement that are asserted against or affect both Parties shall be dealt with by the Parties jointly; provided, however, that in any case where the liability is to be shared and borne equally by the Parties and where the

claimant desires to settle any such claim upon terms acceptable to one of the Parties but not the other, the Party to which said terms are acceptable may, at its election, pay to the other Party one-half (1/2) of the expense which such settlement would involve, and thereupon said other Party shall be bound to protect the Party making such payment from all further liability and expense on account of said claim.

19.6. In the adjustment between the Parties of any claim of damages, the liability of the Parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the Parties which shall comprise costs, attorney's fees, disbursements and other proper charges and expenditures.

19.7. Nothing contained in this Section shall be deemed to create any right or benefit for any third parties.

20. TERMS OF AGREEMENT

This Agreement and all licenses granted under this Agreement shall remain in effect until terminated by either Party at any time upon one year's prior written notice to the other Party, or until otherwise terminated as provided in this Agreement.

21. DISPUTES

21.1. General – Any controversy or claim (except any claim for damages because of bodily injury including death at any time resulting therefrom, sustained by any person or persons, and except any claim for damages because of damage to or destruction of property) arising out of, or relating to this Agreement or its breach which may arise between License and City, and which is not resolved by the authorized representatives of the parties, shall be noticed in writing by the complaining party as provided in Section 15, SERVICE OF NOTICE. Such controversy or claim shall subsequently be reviewed and discussed between the appropriate officials of the City and the executive officers of Licensee as a condition precedent to any litigation or submittal to any other authority. The initial meeting between representatives of City and Licensee shall take place within 30 days after the dispute arises.

21.2. Fee Disputes – In addition to the requirements of Section 16.1, any controversy or claim regarding the fees and charges established under this Agreement shall be settled by arbitration in Needles, California, in accordance with the rules then in effect of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. Licensee shall continue payment of all fees and charges when due and performance of all obligations under this Agreement, during any such period of controversy or claim.

21.3 Expenses – The prevailing party in any controversy or claim between City and Licensee shall be entitled to recover from the other party, in addition to any other recovery awarded, any reasonable attorney's fees, litigation expenses, and/or arbitration expenses incurred by such prevailing party in connection with or incident to the

controversy or claim. However, if City brings an action for declaratory relief to resolve a dispute involving Licensee, City shall be entitled to recover its attorney's fees and litigation expenses.

22. INSURANCE

The Parties shall provide and maintain the insurance coverage and shall comply with the insurance requirements set forth in Appendix A, INSURANCE.

23. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. Any action at law or judicial proceeding shall be instituted only in the state or federal courts of the State of California.

24. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable or illegal, then said provisions shall be severed from this Agreement and the remainder shall remain in full force and effect.

25. EXECUTION AND EFFECTIVE DATE

Each Party to this Agreement hereby represents and warrants that, (i) it has full authority to enter into this Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this Agreement have been taken, (ii) the person executing this Agreement on its behalf has been duly authorized to execute this Agreement, and (iii) this Agreement constitutes legal, valid and binding obligations of such Party effective of the ____ day of _____, 2025.

City of Needles, California

BY: _____

TITLE: _____

DATE: _____

Route 66 Broadband

BY: Timothy P. Ford

TITLE: CEO

DATE: 10/6/2025

ATTEST:

_____

City Clerk

Approved As To Form:

_____

City Attorney

APPENDIX A

INSURANCE

MASTER AGREEMENT
FOR THE JOINT USE OF POLES
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND

1. Licensee shall provide and maintain, during the term and until all obligations under this Master License Agreement are satisfied, with forms and insurers acceptable to City, the following insurance coverages:

   1.1. Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the work, and Employer's Liability insurance with a minimum limit of ONE MILLION DOLLARS ($1,000,000).

   1.2. Commercial General Liability insurance to cover with a minimum combined single limit of ONE MILLION DOLLARS ($1,000,000) each occurrence. The policy shall include coverage for bodily injury, broad form property damage liability (including Completed Operations), personal injury liability (including coverage for contractual and employee acts), blanket contractual, and products. Said policy shall contain a severability of interest provision. The product and completed operation coverage shall extend for two years past the termination of the Agreement.

   1.3. Comprehensive Automobile Liability insurance with a combined single limit for Bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence with respect to Licensee's vehicles whether owned, hired, or non-owned, assigned to or used in connection with this Agreement.

   1.4. If applicable, Aircraft Public Liability insurance covering fixed wing and rotorcraft Aircraft whether owned, hired or non-owned with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS ($2,000,000), including passenger liability coverage.

2. The policies required by Section 1.2, 1.3 and 1.4 herein shall be endorsed to include City, its officials and employees as additional insureds and shall stipulate that the insurance afforded for City, its officials and employees shall be primary insurance and that any insurance carried by the City, its officials or employees shall be excess and not contributory insurance.

3. Licensee and its insurers providing the required coverage shall waive all rights to recovery against City and their officials, employees, and agents.

4. Prior to the issuance of any License under this Agreement, Licensee shall furnish City with Certificated of Insurance as evidence that policies providing the required coverage, conditions, and limits are in full force and effect. The certificates shall identify the Agreement and provide that not less than thirty (30) day's advance notice of cancellation, termination or alteration shall be sent directly to City addressed as follows:

City Manager / Utilities Manager
City of Needles
817 Third Street
Needles, CA 92363

5. City reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements

6. City shall not, however, be obligated to review any of the Licensee's certificates of insurance, insurance policies, and/or endorsements or to advise Licensee of any deficiencies in such documents, and any receipt of copies or review by City of such documents shall not relieve Licensee from or be deemed a waiver of City's right to insist on strict fulfillments of Licensee's obligations under this Appendix A.

7. The stipulation of insurance coverage in this Appendix A shall not be construed to limit or waive any liabilities or other obligations of Licensee to City, or any other Parties, in connection with this agreement.

(END OF APPENDIX A)

EXHIBIT B

City of Needles
JOINT USE POLE REQUEST ACCOUNT REPORT

POLE NO	LOCATION / DESCRIPTION	TELEPHONE			CABLE			TERMINATION DATE	
		Permit #	Date	Fee $	Permit #	Date	Fee $	Telephone	Cable

EXHIBIT 1
City of Needles
APPLICATION FOR POLE LICENSE

To: City of Needles
817 Third Street
Needles, CA 92363
Attn: Joint Pole Dept.

Application Number (NDS-JU-_____)
Date:_____20____

Application is hereby made for a License to install, maintain and operate Communication Facilities upon City Utility Poles in the City of Needles, California on specified on attached drawing(s) and in accordance with the License Agreement. Authorization is hereby granted for performance of field survey work and estimating of the Make-Ready Work, if any.

Licensee _____
Company

By _____
Signature

Title _____

Nearest Cross Street, (if app)	_____	;SEC ___	;T ___	;R ___	POLE #	_____	**NUMBER OF POLES**		
		;SEC ___	;T ___	;R ___	POLE #	_____	**Total Modified Poles**	_____	
Address (if app)	_____	;SEC ___	;T ___	;R ___	POLE #	_____	**Total Poles Terminated**	_____	
	_____	;SEC ___	;T ___	;R ___	POLE #	_____	**GRAND TOTAL**	_____	

ESTIMATED COSTS FOR ATTACHMENT REQUEST

Field Survey and Estimating	$	_____
Rearrangements and/or Replacement	$	_____
Make-Ready Estimate	$	_____
Initial Attachment Fee	$	_____
TOTAL	$	_____

A license is hereby granted for the attachment of Communication Facilities to the City Utility Poles specified on the attached drawing(s) effective _____20_____. This License is conditioned upon receipt of License's authorization for any payment of the estimated charges for Make-Ready Work, if any, and the initial Agreement Fee, per the attached invoice. City shall not perform any Make-Ready Work required by Licensee on poles owned by other entities. Payment to the City for such Make-Ready Work vests no rights in License with respect to use of such poles.

Date: _____ By: _____
Signature

Title: _____

Authorization is hereby granted of performance of the necessary Make-Ready Work and payment of the estimated charges and initial Agreement Fee Totaling $ _____.

Date: _____ Licensee: _____
Signature

Title: _____

EXHIBIT 2

City of Needles
NOTIFICATION OF TERMINATION OR MODIFICATION
OF POLE ATTACHMENT LICENSE BY LICENSEE

To: City of Needles
817 Third Street
Needles, CA 92363
Attn: Joint Pole Dept.

Application Number (NDS-JU-_____)
Date:_____20____

In accordance with the terms of the License Agreement effective _____, 20 ____, notice is hereby given that the License covering attachments upon certain poles is ✎ TERMINATED ✎ MODIFIED as specified on the attached.

Licensee _____
Company

By _____
Signature

Title _____

Nearest Cross Street, if app	_____	;SEC ___	;T ___	;R ___	POLE #	_____	**NUMBER OF POLES**		
		;SEC ___	;T ___	;R ___	POLE #	_____	**Total Modified Poles**	_____	
Address if app	_____	;SEC ___	;T ___	;R ___	POLE #	_____	**Total Poles Terminated**	_____	
	_____	;SEC ___	;T ___	;R ___	POLE #	_____	**GRAND TOTAL**	_____	

. . . . . *CITY USE BELOW*. . . . . .

City of Needles Verification

Issued Date: _____
Assigned to: _____ Dept: _____

_____ Date equipment removed or terminated on modified poles
Date

EXHIBIT 3

City of Needles
MEMORANDUM FOR THE JOINT USE OF POLES

LICENSEE OR JOINT POLE PARTICIPANT RECEIVING NOTIFICATION
✎ City of Needles ✎ Cable TV ✎ Telephone ✎ Other Company Name: _____

See Attached Drawings for Location, Engineering and Construction Specifications

Description, Purpose, Necessity and Remarks: _____

T= Telephone C = Cable N = Needles

T C N		T C N		T C	
✎ ✎ ✎	Wishes to Use ____Poles	✎ ✎ ✎	Will Remove ____Poles	✎ ✎	Top ____Poles
✎ ✎ ✎	Will Vacant ____Poles	✎ ✎ ✎	Will Sell ____Poles	✎ ✎	Reframe ____Poles
✎ ✎ ✎	Will Install ____Poles	✎ ✎ ✎	Will Cancel J.U. ____Poles	✎ ✎	Review Bonding Reqs
✎ ✎ ✎	Will Replace ____Poles	✎ ✎ ✎	Will Purchase ____Poles		

BILLING INFORMATION			STANDARD BILLING	SPECIAL BILLING	OTHER BILLING	BILLING ESTIMATE
__ To Bill	_____	For $ _____	$	$	$	$
__ To Bill	_____	For $ _____	$	$	$	$
__ To Bill	_____	For $ _____	$	$	$	$

COMPUTER NOTES	POSTED P-EXHIBIT #s BILL #s

RESPONSE: _____

Nearest Cross Street, if app _____ ;SEC ___ ;T ___ ;R ___ POLE # _____
;SEC ___ ;T ___ ;R ___ POLE # _____ **DATE:** _____
Address if app _____ ;SEC ___ ;T ___ ;R ___ POLE # _____ **POWER CONDUCTOR VOLTAGE** _____
_____ ;SEC ___ ;T ___ ;R ___ POLE # _____ **PHASE TO GROUND** _____

ORIGINATOR

BY: _____ PHONE: _____
FOR: _____ CO.
DATE COMPLETED: _____
JOB NO: _____
SUPERVISOR: _____ _____
Signature Date

RESPONDENT

BY: _____ PHONE: _____
FOR: _____ CO.
DATE COMPLETED: _____
JOB NO: _____
SUPERVISOR: _____ _____
Signature Date

EXHIBIT 4

City of Needles
JOINT USE REQUEST LOCATION MAP

From: _____

To: _____

Date: _____ Request Number _____

Township, Range and Section	Track Name, Number Street, Address	Work Description	Work Required

N

If Additional Space is Required Attach Separate Drawing Page(s)

Scale _____

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: Authorize Reliable Pump Inc. to rebuild the Hydromatic Pump for the Wastewater Pump, not to exceed $18,081.96, including sales tax in the amount of $1,114.43 for a total project cost of $19,196.39 to be funded by the Wastewater Asset Replacement Fund

Background: The treatment plant is equipped with 2 Sequencing Batch Reactors (SBRs) that require a mixing pump in each SBR. One of those pumps failed and requires rebuilding or replacement. Staff has installed the spare pump and repair/replacement of this pump will allow us to maintain a spare pump for redundancy.

The failed pump was sent to the authorized service provider for evaluation and a repair estimate. The cost to rebuild the pump is $19,196.39. The authorized service representative provided the cost of a replacement pump along with their repair estimate. Staff also contacted two other pump suppliers and requested quotes so we could better evaluate our options. Staff obtained three competitive quotes for a new pump, ranging in cost from $54,680.92 to $83,646.13, with estimated delivery times between 10 and 26 weeks, depending on the vendor. In comparison, the cost to rebuild the existing pump is $19,196.39, and the repair is expected to be completed within four weeks. Based on the significant cost savings and shorter turnaround time, staff recommends proceeding with the rebuild of the existing pump.

The Board of Public Utilities approved the recommended action on October 21, 2025.

Fiscal Impact: Reliable Pump cost is $18,081.96, sales tax on parts (excluding labor) is $1,114.43 for a total project cost of $19,196.39. The Wastewater Asset Replacement fund has a balance of $193K as of September 30, 2025

Environmental Impact: None

Recommended Action: Authorize Reliable Pump Inc. to rebuild the Hydromatic Pump for the Wastewater Pump, not to exceed $18,081.96, including sales tax in the amount of $1,114.43 for a total project cost of $19,196.39 to be funded by the Wastewater Asset Replacement Fund

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J Martinez Date: 10/23/2025

Other Department Approval (when required): Jill Talara, Interim Finance Director Date: 10/23/2025

Reliable Pump, Inc.
P.O. Box 31115
Las Vegas, NV 89173
Ph: 702-243-5116 Fax: 702-240-9319

Estimate

Date	Estimate #
10/6/2025	20652

Name / Address	Ship To
City of Needles 817 Third Street Needles, CA 92363	City of Needles 817 Third Street Needles, CA 92363 USA

P.O. No.	Terms	Ship Via	FOB	Rep
	Net 30	Will Call	Factory, FFA	BB(I)

Item	Description	Qty	Price	Total
	Estimate to repair one Hydromatic Model S12LXP4000FA, 40 HP, 460 V, 3 PH, 60 HZ, 870 RPM, 61.00 FLA, 14.13 IMP DIA, SN: 10652740, Date Code: 06/20, Premium Efficient Pump.			
	During evaluation our technician found that the motor is shorted to ground, the upper and lower chambers oil is dirty, the impeller is severely worn due to apparent cavitation, replace bearings and seals, power/control cable has heat damage under cord cap. Pump requires a full rebuild. Estimate below for a full rebuild of pump.			
Diagnostic Fee	Shop labor to inspect and diagnose only. If repair is not approved, or a new replacement is not ordered within 30 days of receipt of estimate this amount will be billed and pump/motor will be subject to disposal.	1	420.00	420.00
Shop	Shop Labor to rebuild pump	1	1,680.00	1,680.00
Stator rewind labor	Labor to rewind stator	1	2,022.16	2,022.16
Stator Rewind Ma...	Materials for Stator Rewind	1	866.64	866.64
Cord cap rebuild ...	Materials needed to rebuild cord cap, (6/4, 18/5, 35 Foot Cord.)	1	709.16	709.16
Bearing 6309 C3	Bearing - Open	1	130.56	130.56

Notice: Due to a global spike in demand, combined with material and labor shortages, we are experiencing shipping delays with some of our manufactures. Any quoted lead times cannot be guaranteed.

Upon approval, sign at bottom and fax to 702-240-9319.
Estimate expires within 30 days from date shown above. Any alteration or deviation from above specifications, involving extra costs will be executed and become an extra charge over and above the Estimate.

Subtotal

Sales Tax (0.0%)

Total

Signature:

Date: _____

Reliable Pump, Inc.
P.O. Box 31115
Las Vegas, NV 89173
Ph: 702-243-5116 Fax: 702-240-9319

Estimate

Date	Estimate #
10/6/2025	20652

Name / Address	Ship To
City of Needles 817 Third Street Needles, CA 92363	City of Needles 817 Third Street Needles, CA 92363 USA

P.O. No.	Terms	Ship Via	FOB	Rep
	Net 30	Will Call	Factory, FFA	BB(I)

Item	Description	Qty	Price	Total
3315AC3	SKF Ball bearing, lower double row	1	591.94	591.94
03718-300-1	SEAL-SHAFT 3.0 TYPE2100 B/CA/SC	1	910.00	910.00
27996A000	SEAL-SHAFT Silcar/Carbon Nitrile	1	1,189.50	1,189.50
10901-001-1	PROBE-SEAL FAILURE TERMINAL-HERMETIC 2.1	2	84.50	169.00
01945-001-3	Washer, Impeller Retainer	1	234.00	234.00
03879-002-1	Screw, Cap (Socket Head), 3/4-16	1	149.50	149.50
25458D000	WEAR RING, S12L(X)P	1	1,287.00	1,287.00
25456E551	IMP DIA 14.13"	1	7,143.50	7,143.50
Powder Coat	Powder Coat Impeller. In most cases this more than double the life of the impeller. The powder we use is Abrasion, Corrosion & Chemical resistant.	1	289.00	289.00
Parts & Materials	O-Rings, as required	1	15.00	15.00
Supplies Income	Misc. Shop Supplies: Oil (11 Gallons), oil disposal, paint, hardware, connectors, etc.	1	275.00	275.00
Insulation Test	Motor insulation test, performed with Crown Model 2109 insulation tester, S/N 020724, 115V 60Hz 6A. Cal. 2-21-25	1	0.00	0.00
	Estimated lead time is 4 weeks upon receipt of approval.			
	No installation is included on this estimate.			

Notice: Due to a global spike in demand, combined with material and labor shortages, we are experiencing shipping delays with some of our manufactures. Any quoted lead times cannot be guaranteed.

Upon approval, sign at bottom and fax to 702-240-9319.
Estimate expires within 30 days from date shown above. Any alteration or deviation from above specifications, involving extra costs will be executed and become an extra charge over and above the Estimate.

Subtotal	$18,081.96
Sales Tax (0.0%)	$0.00
Total	$18,081.96

Signature: _____

Date: _____

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: Ratify the Utility Manager's purchase of Greenhouse Gas Emissions Instruments for the calendar year 2024 compliance period from Amerex for a total cost of $80,851.50

Background: The California Air Resources Board regulation for Greenhouse Gas Emissions requires annual compliance obligations.

The annual compliance obligations for a covered entity equals to 30% of the emissions, with a compliance obligation reported from the previous data year that received a positive or qualified positive emissions data verification statement. The deadline for the required compliance instruments to be submitted into the City's CITSS compliance account no later than November 3, 2025.

For 2024, the City of Needles has verified emissions 8,944 instruments, of which the City has 6,082 free instruments entered into the compliance accounting; the remaining balance of 2,862 instruments was needed to meet compliance.

The city went into the open market and purchased the instruments at $28.00 for vintage year 2024 or earlier instruments to meet compliance. The remaining 70% of emissions are not due until the tri-annual compliance period in 2027. Failure to meet the compliance deadline will result in a 10 to 1 penalty fine issued by the California Air Resources Board.

The Board of Public Utilities approved the recommended action on October 21, 2025.

Fiscal Impact: The fiscal impact for 2,862 instruments at $28 each is $80,136 plus the broker fee of $715.50 for a total cost of $80,851.50, funded by the adopted FY 26 Electric O&M Budget

Environmental Impact: Offset Greenhouse Gas Emissions reported and verified in 2024.

Recommended Action: Ratify the Utility Manager's purchase of Greenhouse Gas Emissions Instruments for the calendar year 2024 compliance period from Amerex for a total cost of $80,851.50

Submitted By: Rainie Torrance, Utility Mananger

City Manager Approval: Patrick J Martinez Date: 10/23/2025

Other Department Approval (when required): Jill Taylor, Interim Finance Director Date: 10/23/2025

Confirmation of transaction 1030250

Deal ID:	**1030250**
Deal Date:	2025-10-14
To:	Rainie Torrance City of Needles Telephone 760-326-2115;
From:	Amerex Brokers LLC 1 Sugar Creek Center Blvd, Suite 700 Sugar Land TX 77478 Telephone 2813405200;Fax 2813405253
Buyer:	City of Needles 817 Third Street, Needles, CA, USA 92363 Rainie Torrance Email: rtorrance@cityofneedles.com Phone: 760-326-2115
Seller:	Mercuria Energy America LLC 20 East Greenway Plaza, Suite 650, Houston, USA Adam Raphaely Email: araphaely@mercuria.com; nwells@amerexenergy.com Phone: 2035421426
Trade Type:	Carbon
Delivery:	CA
Tenor:	V2024 or Earlier
Class:	CCO
Total Quantity:	2,862 Tons
Price:	$28.00 USD/Tons
Other Terms:	CCOs with DEBs. Delivery on or before 10/27/2025.
Other Notes:	Pending contract & credit approval
Total Amount Due:	Amerex is to receive $715.50 USD with invoice forthcoming

The Client and Amerex Brokers, LLC ('Amerex') agree that this communication confirms the terms and conditions of the Transaction entered into as of the Trade Date specified above.

Buyer and Seller understand that Amerex has acted as agent for both parties solely for the purposes of matching up the parties to the transaction. Amerex shall have no liability to any party if any party is for any reason prohibited or restricted from entering into this transaction. The fee charged to you in this transaction is a negotiated fee which may not be the same as charged in similar transactions. The fee is payable upon receipt of our invoice. All aspects and terms of the transaction were determined and agreed to solely by the Buyer and Seller and compliance with the terms of this transaction is strictly their obligation. In the event of an error please contact Amerex immediately but no later than 24 hrs after receipt of the confirmation. If any dispute occurs the Buyer and Seller agree to hold Amerex, its affiliates, and their respective successors harmless from any liabilities which result therefrom. This Confirmation shall inure to the benefit of Amerex, its affiliates, and their respective successors.

CONTACT DETAILS Should you require any further information please contact: Commodities Support: (281) 340-0896 Email: dealconfirmations@amerexenergy.com

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: Resolution 2025-45 rescinding Chapter 6C, establishing Terms and Conditions for the Sale of Electric Services, of the Needles Municipal Code in its Entirety, and adopting a new Chapter 6C, Electric Services, regarding the terms and conditions for the sale of electric services

Background: In January 2025, the Needles Public Utilities Authority (NPUA) presented a revision of Chapter 6C, Electric Terms and Conditions, for Board consideration. Since its adoption, City staff have identified areas requiring clarification and policy refinement—particularly concerning Section 7.3.2 (Termination Notice Procedures) and Section 4.6.4 (Permanent Payment Date).

- Changes made to **Section 4.6.4** (Permanent Payment Date); updated to allow **only residential accounts the ability to request a permanent payment date**.
  For example, a residential customer receives a monthly Social Security distribution on the 1st of the month and requests a permanent payment date of the 2nd of the month.
- Changes made to Section 7.3.2 (Termination Notice Procedures); added section I; when an account is **terminated for nonpayment**, **the amount stated in the ten (10) day notice, and the current bill, to reflect the total amount due, will be required to restore services.**
  For example, a commercial account is disconnected for nonpayment, the ten (10) day notice states the past due balance is $10,000 however, there is a current bill that is also outstanding of $5,000, if the account is terminated for non-payment the commercial account would be required to pay the total amount owed on the account of $15,000 to restore services.
  Note: This has been the common practice of the business office, and the terms and conditions needed to be updated to reflect actual practice.

To address these issues and modernize the City's electric service policies, the City Attorney's Office (SBEMP) conducted a comprehensive legal and administrative review of Chapter 6C. The revised document, titled Electric Services – Terms and Conditions, replaces outdated language, consolidates billing and deposit provisions, and enhances enforcement procedures while ensuring compliance with applicable state and federal regulations.

The Board of Public Utilities adopted Resolution No. 10-21-25 BPU approving the recommended action on October 21, 2025.

Fiscal Impact: None

Environmental Impact: None

Recommended Action: Adopt Resolution 2025-45 rescinding Chapter 6C, establishing Terms and Conditions for the Sale of Electric Services, of the Needles Municipal Code in its Entirety, and adopting a new Chapter 6C, Electric Services, regarding the terms and conditions for the sale of electric services

Submitted By: Rainie Torrance, Utility Manager
Kim Krasinski, Business Office Manager

City Manager Approval: Patrick J Martinez Date: _____

Other Department Approval (when required): _____ Date: _____

RESOLUTION NO. 2025-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, RESCINDING CHAPTER 6C, ESTABLISHING TERMS AND CONDITIONS FOR THE SALE OF ELECTRIC SERVICES, OF THE NEEDLES MUNICIPAL CODE IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 6C ENTITLED ELECTRIC SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, AS FOLLOWS:

SECTION 1. CEQA. The City Council finds that the actions contemplated by this Resolution are exempt from the California Environmental Quality Act ("CEQA") pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Resolution may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305.

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

SECTION 3. Prosecution of Prior Resolutions. Neither the adoption of this Resolution nor the repeal of any other resolution of this Board shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City Council resolutions, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. Effective Date. The Mayor shall sign and the City Clerk shall attest to the passage of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council the City of Needles, California, hereby rescinds Chapter 6C, establishing terms and conditions for the sale of electric services, of the Needles Municipal Code in its entirety and adopts a new Chapter 6C, Electric Services, regarding the terms and conditions for the sale of electric services to read as attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that the Board of Public Utilities recommended on October 21, 2025 by Resolution No. 10-21-25 BPU that the City Council and Needles Public Utility Authority (NPUA) adopt and implement Chapter 6C, Electric Services, of the Needles Municipal Code regarding the terms and conditions for the sale of electric services as attached hereto as Exhibit "A" for the benefit of the NPUA.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the NPUA/City Council of the City of Needles, California, held on the 28th day of October 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Janet Jernigan, Mayor

ATTEST:

Candace Clark, City Clerk

APPROVED AS TO FORM:

Lena Wade, Deputy City Attorney

CHAPTER 6C
ELECTRIC RATES

Sections

Article ~~I~~

6C-1~~-1~~ ~~Terms and conditions for the sale of electric services.~~ TERMS AND CONDITIONS FOR THE SALE OF ELECTRIC SERVICES

Article ~~II.~~

6C-2~~-1~~ ~~Conditions governing the extension of electric distribution and services.~~ CONDITIONS GOVERNING THE EXTENSION OF ELECTRIC DISTRIBUTION AND SERVICES

Article ~~III.~~

~~6C-3-1 Rate history.~~
~~6C-3-2A Rate One—Residential service.~~
~~6C-3-2B Rate Two—General service.~~
~~6C-3-2C Rate Three—Multifamily service—Submetered.~~
~~6C-3-2D Rate Four—Multifamily service—Not submetered.~~
~~6C-3-2E Rate Five—General power service.~~
~~6C-3-2F Rate Six—Agricultural irrigation power service.~~
~~6C-3-2G Rate Seven—Outdoor arc lighting service.~~
~~6C-3-2H Rate Eight—Street and highway lighting—City-owned.~~
~~6C-3-2I Rate Nine—Street and highway lighting—Customer-owned.~~
~~6C-3-J Rate Ten—Power access charge.~~

~~Article I.~~1

Sec. 6C-1-1. Terms and conditions for the sale of electric services. The following terms and conditions and any changes authorized by the ~~city council~~City of Needles City Council or law will apply to the sale of electric services under the established rate or rates authorized by the ~~city council~~City Council and currently applicable at time of sale. The rates included in this Chapter 6C may be ~~amendment~~amended by resolution of the ~~city council~~City Council after a duly noticed public hearing, which amended rates shall supersede the rates included in this Chapter 6C to the extent inconsistent therewith. For purposes of Chapter 6C, City of Needles and the Needles Public Utilities Authority ("NPUA") are sometimes collectively referred to as "City".

1. General.

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1.1 Electric service will be supplied in accordance with these terms and conditions ~~and~~, any changes required by ~~the city~~City or law, and such applicable rate or rates as may from time to time be authorized by ~~the city~~City. However, in the case of a ~~customer~~Customer whose service requirements are of unusual size or characteristics, additional or special rate and contract arrangements may be required.

1.2 These terms and conditions shall be considered a part of ~~all of the city~~City rate schedules~~,~~ except where specifically changed by written agreement by ~~the city~~City.

1.3 In case of conflict between any provision of a rate schedule and ~~the~~these terms and conditions, the provisions of the rate schedule shall apply.

1.4 The failure of ~~the city~~City to insist upon strict performance of any of the provisions in the terms and conditions, or to exercise any of the rights or remedies provided in the terms and conditions, or any delay in the exercise of any of the rights or remedies, shall not release ~~the customer~~Customer from any responsibilities or obligations imposed by law or by the terms and conditions, and shall not be deemed a waiver of any rights of ~~the city~~City to insist upon strict performance of the terms and conditions.

2. Establishment of service.

2.1 Application for service. Customer requesting electric service may be required to appear at ~~city's~~City's place of business to produce proof of identity and sign ~~city's~~City's standard form of application for service or a contract before service is supplied by ~~city.~~
City. Customers must provide a lease or ~~Grand~~Grant Deed to have service established.

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2.1.1 In the absence of a signed application or contract for service, the supplying of electric service by ~~the city~~City and acceptance thereof by ~~customer~~Customer shall be deemed to constitute a service agreement by and between ~~the city~~City and ~~customer~~Customer for delivery, acceptance of, and payment for service, subject to ~~city's~~City's applicable rates and rules and regulations.

2.1.2 ~~Where service~~For purposes of any amount owed to City that is ~~requested by two or~~ not more ~~individuals, city~~than four (4) years old, City shall have the right to collect the full amount owed ~~city from~~City by any ~~one~~or all of the applicants~~.~~ prior to establishment of service.

2.2 Service establishment charge. A service establishment ~~is~~charge, determined by the cost of ~~services~~providing residential ~~and~~or nonresidential electric service, will be assessed each time ~~city~~City is requested to establish, reconnect, or

reestablish electric service to ~~customer's~~Customer's delivery point. Billing for the service establishment charge may be rendered as ~~a~~ part of ~~the customer's~~Customer's first bill.

2.2.1 Customer will be required to pay the above appropriate service establishment charge and an after-hours ~~charge as~~charge as established by the cost of services~~,~~ should ~~customer~~Customer request service be established during a period other than regular working hours.

2.3 Grounds for refusal of service. City may refuse to establish or reestablish service if any of the following conditions exist:

2.3.1 Applicant has an outstanding amount due ~~with the city~~to City that is not more than four (4) years old and is unwilling to make payment.

2.3.2 A condition exists, which in ~~city's~~City's judgment, is unsafe or hazardous.

2.3.3 ~~Application~~Applicant has failed to ~~make~~satisfy the security deposit requirements set forth by ~~city~~City as specified ~~under~~in section 2.6.

2.3.4 If Applicant ~~is known to be~~has previously engaged in conduct that constitutes, but not limited to, a material violation of ~~city's~~City's applicable rate ~~schedule.~~ schedules, rules, or regulations.

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2.3.5 If Applicant ~~fails to~~does not furnish ~~to city~~the necessary funds, service entrance equipment, ~~and/~~easements, or ~~right~~rights-of-way ~~required to serve applicant and which~~that have been specified by City as a condition for providing service.

2.3.6 Applicant falsifies his or her identity for the purpose of obtaining service.

2.3.7 Service is already being provided at the address for which ~~applicant~~Applicant is requesting service.

2.3.8 ~~Service in the name of another customer currently living with the applicant at the~~ If service at the same address ~~for which service is being requested~~ has previously been terminated for nonpayment, and a delinquent balance ~~is still~~on that account less than four (4) years old remains outstanding. This restriction applies when the prior account holder continues to reside at the premises with Applicant.

2.3.9 ~~Prior~~A prior customer was terminated for any of the below reasons and continues to reside on the premises for which ~~applicant~~Applicant requests service.

~~(a)~~

(a) City has evidence of meter tampering or fraud.

~~(b)~~

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(b) Failure to pay a delinquent bill for utility service.

~~(c)~~

(c) Failure to maintain deposit requirements.

~~(d)~~

(d) Failure to pay for a bill to correct a previous underbilling.

~~(e)~~

(e) Failure to comply with curtailment procedures imposed by the ~~city~~City during supply shortages.

~~(f)~~

(f) Failure to provide reasonable and safe access to ~~city's~~City's equipment and property.

(g) Breach of written contract between ~~city~~City and ~~customer.~~ Customer.

2.3.10 Applicant has failed to obtain all required permits and/or inspections indicating that applicant's facilities comply with local construction and safety codes.

2.4 Establishment of residential credit or security deposit.

2.4.1 Residential establishment of credit. City shall not require a security deposit from a new ~~applicant~~Applicant for residential electric service if ~~applicant~~Applicant is able to meet any of the following requirements:

2.4.1.1 Applicant has had service of a comparable nature with ~~city~~City at another service location within past two (2) years and was not delinquent in payment to any utility during the last twelve (12) consecutive months, or disconnected for nonpayment, or has not had an unpaid final bill.

2.4.1.2 Applicant can provide a letter regarding credit or verification from an electric utility where service of a comparable nature was received within the last two (2) years~~, and the~~. The letter ~~states~~must state that: (i) the ~~applicant had~~Applicant maintained a satisfactory payment history at the time ~~of~~ service ~~discontinuation,~~was discontinued; and ~~such~~(ii) the service was provided for a continuous period of at least twelve (12) consecutive months. Satisfactory payment history shall mean no delinquent payments during the last twelve (12) consecutive months of service.

2.4.1.3 Applicant provides a guarantor, satisfactory to the ~~city~~City, to secure payment of bills for the service being requested. Guarantor must be a City of Needles resident with ~~over two years of good payment history.~~no delinquent payments during the last twenty-four (24) months. .

2.4.2 Residential establishment of security deposit. When credit cannot be established as provided for in ~~Section~~section 2.4.1 hereof or when it is

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determined that applicant left an unpaid final bill owing to another utility, applicant may be required to place a cash deposit to secure payment of bills for service.

2.5 Establishment of nonresidential credit or security deposit.

2.5.1 Nonresidential establishment of credit. Customer(s) must provide a lease or Grant Deed to have service established. City shall not require a security deposit ~~form~~from a new ~~applicant~~Applicant for nonresidential electric service if applicant is able to meet any of the following requirements: ~~Customers must provide a lease or Grand Deed to have service established.~~

2.5.1.1 Applicant ~~has had~~shall have maintained service ~~for at least one year~~ of a comparable nature with ~~city~~City, or with another service ~~location~~ provider, for a minimum period of one (1) year within the ~~past~~preceding two (2) years, and ~~was~~shall not ~~delinquent in payment to any utility~~, during the ~~last~~ twelve (12) consecutive months~~, or~~ immediately preceding application, have been delinquent in the payment of any utility charges, disconnected for nonpayment, or ~~has had~~subject to an unpaid final bill.

2.5.1.2 Applicant ~~can~~shall provide a letter ~~regarding~~of credit or verification from ~~an~~the electric utility ~~where~~with which service of a comparable nature was ~~last received which states applicant~~most recently maintained, which letter shall state that the Applicant had a satisfactory payment history at the time of ~~service~~ discontinuance of such service, and that such service was maintained for ~~at least~~a minimum of twelve (12) consecutive months.

2.5.2 Nonresidential establishment of security deposit. All nonresidential ~~customers~~Customers may be required to:

2.5.2.1 Place a cash deposit to secure the payment of bills for service as prescribed herein, or

2.5.2.2 Provide a ~~noncash~~non-cash security deposit in the form of a surety bond, an irrevocable letter of credit, or an assignment of ~~moneys~~funds, in an amount equal to the required security deposit. Large ~~commercial customers see~~Commercial Customers shall be subject to section 2.7.3. and shall maintain a security deposit on file with City at all times during the term of service. For purposes of Chapter 6C, a Large Commercial Customer shall mean a nonresidential Customer occupying a building or service space of twenty thousand (20,000) of more in the City of Needles.

2.6 Re-establishment of security deposit.

2.6.1 Residential. City may require a residential ~~customer~~Customer to establish or reestablish a security deposit if ~~customer~~Customer becomes delinquent or if the ~~customer~~Customer has been disconnected for nonpayment during the last twelve

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(12) months, or when ~~customer's~~Customer's financial condition may jeopardize the payment of their bill as determined by a bankruptcy filing.

2.6.2 Nonresidential. City may require a nonresidential ~~customer~~Customer to establish or reestablish a security deposit ~~if~~under any of the ~~customer becomes~~following circumstances: (i) Customer has become delinquent ~~or if the customer~~in payment; (ii) Customer has been disconnected for nonpayment ~~during~~within the ~~last~~preceding twelve (12) months~~,~~; or ~~when the customer's~~(iii) Customer's financial condition ~~may jeopardize the payment of their bill, as~~is determined ~~by~~, on the basis of a credit investigation, notice of financial reorganization ~~notice~~, or bankruptcy filing, to jeopardize the timely payment of amounts due. Large Commercial Customers shall be subject to section 2.7.3 and shall maintain a security deposit on file with City at all times during the term of service.

2.7 Security deposits.

2.7.1 ~~Residential security deposits must~~A residential Customer shall be required to provide a cash security deposit in ~~the~~an amount ~~of~~equal to one and one-half (1.5) times the ~~previous customer's~~ highest monthly bill ~~(June through September)~~incurred by the prior customer at the residence ~~where~~during the ~~account is to be established~~months of June through September, or ~~$~~one hundred fifty dollars ($150.00~~,~~), whichever amount is ~~higher~~greater.

2.7.1.1 Deposits will automatically be refunded after twelve (12) months of service, provided Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless Customer has filed bankruptcy.

2.7.2 Nonresidential security deposits may be either cash or noncash, as described in 2.7.2.1, and shall be in the amount of two and one-half (2.5) times the previous ~~customer's~~Customer's highest monthly bill (June through September) at the non-residential location where the new account is established.

2.7.2.1. ~~Deposits~~All cash and noncash security deposits ~~on file with the City will be reviewed after~~ held for non residential customers, excluding Large Commercial Customers which are addressed in section 2.7.3 below, by City shall be reviewed upon Customer's completion of twenty-four (24) months of service ~~and will~~. Such deposits shall be refunded or released, provided ~~the~~that Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the ~~previous~~preceding twelve (12) consecutive months, unless ~~the~~ Customer's financial condition, as determined by City, warrants ~~extension~~the continued retention of the security deposit. Deposits not ~~returned within the first~~refunded or released at the conclusion of the initial twenty-four ~~-~~ (24) month period~~,~~ shall be reviewed annually thereafter to determine ~~if~~whether Customer qualifies for the return or release of the deposit.

2.7.3 Deposits for Large ~~commercial account deposits~~Commercial Customers may be ~~either~~provided in cash or noncash, in a form acceptable by City, and shall be ~~set at $~~in the amount of eighty thousand dollars ($80,000~~ per~~) for each twenty thousand (20,000~~ sq ft~~) square feet of building~~. Large commercial account~~ space. Such deposits ~~must be~~shall remain on file for a minimum period of three (3) years ~~and thereafter can~~, after which they may be replaced with a security bond. All security bonds ~~must be renewed, and~~shall be subject to renewal, with satisfactory assurance ~~provided to the Needles Public Utility Authority.~~ of renewal provided to City. The cash or noncash security deposits for Large Commercial Customers shall be on file with City during the term of service.

2.7.4 City reserves the right to increase or decrease the security deposit amount when ~~the~~ Customer's average consumption changes by more than ten percent (10~~) percent~~%) for residential accounts within the twelve (12) consecutive month period and five ~~(5)~~ percent (5%) for nonresidential accounts within the twelve (12) consecutive month period. Separate security deposits may be required for each location.

2.7.5 Customer security deposits shall not preclude ~~the~~ City from terminating an agreement for service or suspending service for any failure in the performance of Customer obligations under an agreement for service.

2.7.6 Cash deposits held by ~~the~~ City shall not earn interest. Deposits on inactive accounts may be applied to the final bill and the balance, if any, will be refunded to ~~the~~ Customer of record within sixty (60) days.

2.7.7 If Customer terminates service with City, the security deposit may be credited to Customer's final bill.

2.7.8 In implementing the foregoing provisions, ~~the NPUA/~~City ~~Council~~ shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

2.8 Line extensions. Installations requiring ~~the city~~City to extend its facilities in order to establish service will be made in accordance with ~~city's~~City's conditions governing extensions of electric distribution lines and services.

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3. Rates.

3.1 Rate information. City shall provide a copy of the rate schedule to the ~~customer~~Customer, when requested. In addition, ~~city~~City shall notify ~~customers~~Customers of any change in rate schedules affecting those ~~customers.~~ Customers.

3.2 Rate selection. Customer's service characteristics and service requirements determine the selection of the applicable rate schedule. City will use reasonable care in initially establishing service to the ~~customer~~Customer under the most advantageous rate schedule applicable to the ~~customer~~Customer. However, because of varying ~~customer~~Customer usage patterns and other reasons, ~~city~~City cannot guarantee that the most economic applicable rate will be applied. City will not make any refunds in any instances where it is determined that ~~customer~~Customer would have paid less for service had ~~customer~~Customer been billed on an alternate applicable rate or provision of a rate.

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4. Billing and collection.

4.1 Customer service installation and billing. Service billing periods normally consists of approximately thirty (30) days unless designated otherwise under the rate schedules or at ~~city~~City option.

4.1.1 Customer service installations will normally be arranged to accept only one type of standard service at one point of delivery to enable service measurement through one meter. If ~~customer~~Customer requires more than one type of service, or total service cannot be measured through one meter according to ~~city's~~City's normal practice, separate meters will be used and separate billing rendered for the service measured by each meter.

4.1.2 ~~The city normally meters~~City shall ordinarily install a separate meter and ~~bills~~issue a separate bill for each individual premise ~~separately; however~~. However, adjacent and contiguous premises that are not separated by private or public property or right-of-way, and that are operated as ~~one integral~~a single, integrated unit under the same name and as ~~a~~ part of the same business~~, will~~ enterprise, shall be ~~considered~~deemed a single premise~~.~~ for purposes of metering and billing.

4.1.3 When regular, accurate meter readings are not available or the electric usage has not been accurately measured, ~~the city~~City may estimate ~~the customer's~~Customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use, and general characteristics of ~~the customer's~~Customer's load and operation.

4.1.4 ~~Where~~In the event a meter error is discovered ~~as a result of~~through a meter test, ~~the city~~City may ~~render~~issue an adjusted bill to ~~the customer~~Customer for the amount of ~~the~~any undercharge~~,~~ and shall ~~issue~~ provide Customer with a refund or credit ~~to the customer's account~~ for the amount of ~~the~~any overcharge. Such adjustment bill shall be computed as follows:

4.1.4.1 Fast meter. If a meter is registering more than two percent (2%) fast, ~~the city~~City shall refund to ~~the customer~~Customer the amount of the overcharge based on the corrected meter readings or the utility's estimate of the energy usage either for the known period of the meter error or, if the period of error is not known, for the period during which the meter was in use, in either situation for a period not exceeding one (1) year.

4.1.4.2 Slow meter. If a meter for residential service is registering more than twenty-five percent (25%) slow, or a meter for any other class of service is registering more than two percent (2%) slow, ~~the city~~City may bill ~~the customer~~Customer for the amount of the undercharge based on corrected meter readings or ~~the city's~~City's estimate of the energy usage either for the known period of meter error or, if the period of the meter error is not known, for the period the meter was in use, in either situation the billing shall not exceed three (3) months for residential service and one (1) year for any other class of service.

4.1.4.3 Nonregistering meter. If a meter is found to be nonregistering, ~~the city~~City may bill ~~the customer~~Customer for the amount of the underbillings based on ~~the city's~~City's estimate of the electric service used but not registered, for a period not exceeding one year.~~.~~

4.1.5 Adjustment of bills for billing error.

4.1.5.1 A billing error is an error by ~~the city~~City which results in incorrect billing charges to ~~the customer~~Customer. Billing errors may include incorrect meter ~~reads~~readings or clerical errors by a ~~city~~City representative such as applying the wrong rate, wrong billing factor or an incorrect calculation. Billing error does not include a meter error or unauthorized use, nor any error in billing resulting ~~form~~from the meter dial "pegging" or being over if caused by other than ~~the city~~City, switched or mismarked meters by other than ~~the city~~City, improper ~~customer~~Customer wiring, blown fuse in one energized conductor, inaccessible meter, failure of ~~the customer~~Customer to notify ~~the city~~City of changes in ~~customer's~~Customer's equipment or operation, or failure of ~~the customer~~Customer to take advantage of a rate or condition of service which ~~the customer~~Customer is eligible.

4.1.5.2 Where ~~the city~~City overcharges or undercharges a ~~customer~~Customer as the result of a billing error, ~~the city~~City may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to ~~the customer~~Customer for the amount of the overcharge, for the period of the billing error, but not to exceed three (3) years in the case of an overcharge, and, in the case of an

undercharge not to exceed three (3) months for residential service and one (1) year for any other class of service.

4.2 Collection policy. The following collection policy shall apply to all ~~customer~~Customer accounts:

4.2.1 All bills rendered by ~~the city~~City are due and payable no later than nineteen (19) days from the billing date. Any payment not received within this time frame shall be considered past due. Bills for which payment has not been received within ten (10) days of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of ~~the city's~~City's termination procedure. ~~The city~~City reserves the right to suspend or terminate ~~customer's~~Customer's service for:

(a) Nonpayment of delinquent service bills;
(b) Nonpayment of service establishment charges;
(c) Nonpayment of security deposits;
(d) Nonpayment of meter test charges;
(e) Nonpayment of returned check charges;
(f) Nonpayment of late charges;
(g) Nonpayment of collection charges; and/or
(h) ~~And/or to declare~~Declare past due service bill amounts, past due service establishment charges, past due security deposits, past due meter test charges, past due returned check charges, and past due collection charges subject to a late charge at the rate of eighteen percent (18%) per annum.

. 4.2.2 If ~~customer has~~a Customer maintains one (1) or more utility services with ~~city~~City and ~~one or more of~~ any such ~~services~~service is terminated for nonpayment, and ~~customer is unwilling~~Customer fails or refuses to make satisfactory payment arrangements with ~~city for payment, city~~City, City shall be entitled to transfer, without notice to Customer, the unpaid balance ~~due on~~of the terminated service(s) to any other active account of ~~customer. The failure of the customer to pay the~~ Customer. In addition, unpaid balances on active accounts may be transferred, without notice to Customer, to any other active account of Customer if Customer refuses to pay. Failure to pay the active account following such transfer shall result in the suspension or termination of service ~~thereunder. However~~under that account. Notwithstanding the foregoing, residential electric service shall not be discontinued~~, because of~~ solely due to nonpayment of other classes or types of electric service.

4.3 Responsibility for payment of bills. Customer is responsible for the payment of bills for energy use recorded by the meter or estimated by ~~city~~City, until service is ordered discontinued, and ~~the city~~City has had two (2) working ~~day's~~days' time to secure a final meter reading.

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Commented [RT3]: Add unpaid active accounts can be transferred without notice to customer to an active account if customer refused to pay.

4.3.1 When an error is found to exist in the billing rendered to ~~the customer, city~~Customer, City will correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of three (3) years from the date the error is discovered. Any refunds to ~~customers~~Customers resulting in adjusted billings will be made promptly upon discovery by ~~city. Underbillings~~City. Under billings by ~~city~~City shall be billed to ~~customer~~Customer who may be given up to one (1) year to pay if the underbilling is less than ~~one thousand dollars,~~One Thousand Dollars ($1,000.00), and up to one (1) year and ~~half years~~six (6) months to pay if underbilling is more than ~~one thousand dollars,~~One Thousand Dollars ($1,000.00), without late payment penalties.

4.4 Returned checks. If ~~city~~City is notified by ~~the customer's~~Customer's bank that ~~the bank will not honor~~ a check tendered by ~~customer for~~Customer will not be honored, Customer shall be required to remit payment in cash, by money order, certified check, or by such other means ~~which~~as will guarantee ~~the customer's~~ payment to ~~the city.~~ City.

4.4.1 Customer shall be charged a fee of ~~twenty five dollars~~Twenty-Five Dollars ($25.00) for the 1st occurrence and ~~thirty five~~Thirty-Five Dollars ($35.00) for any occurrence thereafter for each instance where ~~customer~~Customer tenders payment of a bill with a check which is not honored by ~~customer's~~Customer's bank.

4.4.2 The tender of a dishonored check shall in no way:

(a) Relieve ~~customer~~Customer of the obligation to render payment to ~~city~~City under the original terms of the bill; or

(b) Defer ~~city's~~City's right to terminate service for nonpayment of bills.

4.5 Collection charge.

4.5.1 If a termination of service is required at the site of the equipment other than the meter, a reconnection charge established by ~~the city's~~City's cost of services fee schedule must be paid ~~–~~before service re-establishment. ~~The customer~~Customer shall be billed the normal service establishment charge in addition to the above reconnect charge on the next month's billing.

4.5.2 To avoid discontinuation of service, ~~customer~~Customer may make payment in full, including any necessary deposit in accordance with ~~Section~~section 2.5 or City, at ~~city~~its sole option, may make acceptable payment arrangements.

4.6 Payment assistance and counseling. ~~The city~~City will provide the following services ~~for Residential~~to residential Customers unable to pay their bills.

4.6.1 ~~The city~~City will offer an installment payment ~~plans~~plan to allow ~~customers~~Customer to amortize past due and current amounts over a reasonable period

of time. ~~Customers~~A Customer who ~~default~~defaults on an installment payment ~~plans~~plan may not qualify for future installment payment arrangements. ~~If~~If a Customer does not comply with the terms of a payment arrangement ~~is not kept by the customer~~, services will be automatically terminated~~.~~ without further notice. In order to reconnect service, the full amount owed must be paid.

4.6.2 Customer making payments on an installment payment plan must keep the account current as charges for service accrue.

4.6.3 City will furnish ~~customer~~Customer, upon request, information on the availability of alternate sources of financial assistance.

4.6.4 A permanent payment due date ~~would~~shall be offered to residential ~~customers~~Customers only. ~~They can be offered~~Residential Customers may elect a permanent ~~pay~~payment date, which ~~is the date~~extends the utility bill ~~would be~~ due ~~past~~date beyond the standard nineteen (19) days from issuance. All nonresidential Customers shall remain subject to the ~~original 19~~ standard nineteen (19) day due date ~~that~~for payment of their utility ~~bill is due. Small, medium, and large commercial customers must pay their utility by the 19 day due date~~bills.

4.7 ~~—~~"STOP LOSS / MAXIMUM DELINQUENCY/COLLECTION POLICY"

4.7.1 Stop-Loss Maximum. A "stop-loss" maximum amount equal to one (1) month's billing period is hereby established. Once a ~~customer~~Customer's account reaches the stop-loss maximum amount, ~~the NPUA or the~~ City shall provide the ~~customer~~Customer with a warning as set forth in the ~~"Terms~~Terms and Conditions~~"~~ for the various utilities established by ~~the~~ City and as may be amended from time to time. The warning notice shall provide ~~the customer~~Customer with ten ~~-~~(10) days to pay the past due amount. If payment of the delinquent amount cannot be made in full within the ten ~~(~~(10) day period, ~~the customer~~Customer shall have the ability within that period to ~~sign~~enter into an amortization agreement ("Payment Agreement~~"),~~") with City, agreeing and acknowledging that ~~the customer's~~Customer's account must be kept current and that the past due amount must be paid in equal monthly installments over a period of six (6) ~~months~~ to twelve (12) ~~months~~month period dependent on ~~the customer's~~Customer's ability to pay. If payment installments are not paid as set forth in the Payment Agreement, ~~the customer's~~Customer's utilities will be disconnected immediately and without further notice. A Payment Agreement shall only be offered to a ~~customer~~Customer if ~~the customer~~such Customer has not defaulted on a prior Payment Agreement within the previous twelve (12) month period. If a ~~customer~~Customer is on an active Payment Agreement and defaults thereon, a new Payment Agreement cannot be authorized and the full amount past due must be paid before services can be restored.

4.7.2 Restoring Services. Before the utilities may be restored, ~~the customer~~Customer shall be required to pay one-half (1/2) of the amount in arrears; however, in the event the account is in the "final status" (the final bill has been prepared

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and the ~~customer's~~Customer's deposit(s) have been applied to the outstanding balance), ~~the customer~~Customer shall be required to pay a new deposit in an amount as set forth in the Terms and Conditions. ~~The customer~~Customer shall also execute a separate Payment Agreement ~~agreeing~~in which Customer agrees and ~~acknowledging~~acknowledges that ~~the customer's~~Customer's account must be kept current and that the balance (the remaining one-half (1/2) of the amount in arrears) shall be paid in equal monthly installments over a period set in section 4.7.1. ~~The customer~~Customer shall further acknowledge and agree that service may be discontinued immediately, without further notice, if payment installments are not paid as set forth in the Payment Agreement and/or the current bill is not paid timely.

4.7.3 Collections. If services have been disconnected as a result of non-payment, and (1) ~~the customer~~Customer does not reactivate said services, and (2) the bill is in the final status, the final bill will be sent to a collections agency. ~~Collection~~City refers customarily refers delinquent accounts ~~are sent~~to a collection agency every six (6) months ~~to the city's collection agency~~.

4. 7 .4 Deposits. A deposit or a letter of credit is required when a ~~customer~~Customer is initiating electric service ~~with the NPUA~~ as set forth in the Terms and Conditions ~~except for "Large Users", defined below.~~ In the event ~~the customer~~Customer receives two (2) late notices within a twelve (12) month period, a deposit will be required for continuation of service. ~~The NPUA~~City will provide ~~the customer~~Customer with written notice that a deposit, in the amount equal to two (2) times ~~customer's~~Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the deposit due will be added to ~~customer's~~Customer's next utility bill. ~~NPUA~~City will refund the deposit to the ~~customer~~Customer after it has received twelve (12) months of timely payments from the ~~customer. NPUA~~Customer. City, will refund the deposit to the residential ~~customer~~Customer, after it has received twelve (12) months of timely payments, and two (2) years for ~~small, and medium commercial customers and three (3) years~~all other nonresidential Customers. The security deposit for Large ~~commercial customers~~Commercial Customers as set forth in section 2.7.3 shall be on file with City during the term of service.

~~"A Large User is defined as a customer whose monthly utility bills exceed, or are expected to exceed, $20,000 on average. A cash deposit shall be required of Large Users." To be kept on file for three (3) years of timely monthly payments.~~

4.7.5 Subsequent Deposit. In the event that, after the deposit has been refunded to ~~the customer, the customer~~Customer, Customer receives two (2) late notices within a twelve (12) month period, a subsequent/new deposit will be required for continuation of service. ~~The NPUA~~City will provide ~~the customer~~Customer with written notice that a new deposit, in the amount equal to two (2) times ~~customer's~~Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the new deposit due will be added to ~~customer's~~Customer's next utility bill. ~~NPUA~~City will refund the deposit to ~~the customer~~Customer after ~~the NPUA~~City has received twelve (12) months of timely payments from ~~the customer~~Customer. (596-AC)

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5. Service responsibility of ~~city~~City and ~~customer.~~ Customer.

5.1 Responsibility -- Use of service or apparatus. City and ~~customer~~Customer assume all responsibility on their respective sides of the point of delivery for the electric service supplied and ~~taken~~received, as well as for any apparatus used in connection therewith.

5.1.1 Customer and ~~city~~City each shall save the other harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting ~~form~~from the electric service or the use thereof on their respective sides of the point of delivery. City shall, however, have the right to suspend or terminate service in the event ~~city~~City should learn of service use by ~~customer~~Customer under hazardous conditions or for illegal purposes.

5.1.2 Customer shall exercise all reasonable care to prevent loss or damage to ~~city~~City property installed on ~~customer's~~Customer's premises for the purpose of supplying service to ~~customer~~Customer.

5.1.3 Customer shall be responsible for payment of loss or damage to ~~city~~City property on ~~customer's~~Customer's premises arising from neglect, carelessness or misuse, and shall reimburse ~~city~~City for the cost of necessary repairs or replacement.

5.1.4 Customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering or by-passing ~~city's~~City's meter.

5.1.5 Customer shall be responsible for notifying ~~city~~City of any failure in ~~city's~~City's equipment.

5.2 Service interruptions -- Limitations on liability of ~~city~~City. City shall not be liable to ~~customer~~Customer for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where caused by ~~city's~~City's willful misconduct or gross negligence. City may, without incurring any liability therefore, suspend ~~customer's~~Customer's electric service for periods reasonably required to permit ~~city~~City to accomplish repairs to or changes in any of ~~city's~~City's facilities.

5.2.1 In the event of a national emergency or local disaster resulting in disruption of normal service, ~~city~~City may, in the public interest, interrupt service to other ~~customer~~Customer to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

5.3 City access to ~~customer~~Customer premises. City's authorized agents shall have safe access to ~~customer's~~Customer's premise at all reasonable hours to install, inspect, read, repair or remove its meters; to install, operate or maintain other ~~city~~City property, and to inspect and determine the connected electrical load. Neglect or refusal

on the part of the ~~customer~~Customer to provide such access shall be sufficient cause for discontinuance of service by ~~city~~City, and assurance of access may be required before service is restored.

5.4 Easements. All suitable easements and ~~right~~rights-of-way required by ~~the city~~City for any portion of the extension which is on premises owned, leased or otherwise controlled by ~~customer~~Customer shall be furnished in ~~city's~~City's name by ~~the customer~~Customer without cost to ~~city~~City and in reasonable time to meet proposed service requirements. All easements and right-of-way obtained on behalf of ~~city~~City shall contain such terms and conditions as are acceptable to ~~the city.~~ City.

5.5 Load characteristics. Customer shall exercise reasonable care to assure that the electrical characteristics of its load, such as unusual short interval fluctuations in demand, shall not be such as to result in impairment of service to other ~~customers~~Customers or interference with operation of telephone, television or other communication facilities. The deviation from phase balance shall not be greater than ten percent (10%) at any time. The power factor of the load shall not be less than ninety percent (90%) lagging, but in no event leading, unless agreed to by ~~city~~City. In the event that ~~customer~~Customer does not maintain such power factor, at the option of ~~city~~City, kva shall be substituted for kW in determining the applicable charge for billing purposes for each month in which such failure occurs.

6. Metering and metering equipment.

6.1 Customer equipment. Customer shall install and maintain all wiring and equipment beyond the point of delivery. Except for ~~city's~~City's meters and special equipment, ~~customer's~~Customer's entire installation must conform to all applicable construction standards and safety codes, and if an inspection or permit is required by law or by ~~city~~City, the same must be furnished by ~~customer~~Customer.

6.1.1 Customer shall provide in accordance with ~~city's~~City's current service standards, at no expense to ~~city~~City, and close to the point of delivery, a sufficient and suitable space acceptable to ~~city's~~City's representative for the installation of ~~city's~~City's metering equipment.

6.1.2 Customer shall provide and maintain a clear and unobstructed work space that extends a minimum radius of three feet from the face of the electrical entrance section, and a clear and unobstructed walkway to the meter location of a minimum width of three feet. The electric entrance section work space shall have a level floor surface and a height minimum of six feet six inches to any overhead obstruction.

6.1.3 Customer shall, at his/her own expense, relocate meter or meters to a new and approved location whenever the existing meter or meters become inaccessible or work space cannot be maintained.

6.2 Service connections. City will not install and maintain any lines and equipment on ~~customer's~~Customer's side of the point of delivery except its meter. For the mutual protection of ~~the customer~~Customer and ~~city~~City, only authorized employees of ~~city~~City are permitted to make and energize the connection between ~~the city's~~City's service wire and ~~customer's~~Customer's service entrance conductors. Such employees carry credentials which they will show upon request.

6.3 Measuring ~~customer~~Customer service. All the energy sold to the ~~customer~~Customer will be measured by a commercially acceptable measuring device owned and maintained by the ~~city~~City, except where it is impractical to meter loads such as street lighting, security lighting, or special installations in which case the consumption may be calculated.

6.3.1 The readings of ~~city's~~City's meters will be conclusive as to the amount of electric power supplied to ~~customer~~Customer unless, there is evidence of meter tampering or energy diversion, or unless a test reveals ~~city's~~City's meter is in error by more than plus or minus two percent~~.~~ (2%).

6.3.2 If there is evidence of meter tampering or energy diversion, ~~customer~~Customer will be billed for the estimated energy consumption that would have been registered had all energy usage been properly metered.

6.3.3 If any meter after testing is found to be more than two percent in error, either fast or slow, proper correction shall be made of previous readings, and an adjusted bill shall be rendered per ~~Section~~section 4.1.4. Customer will be billed for the estimated energy consumption that would have been registered had the meter been operating properly.

6.3.4 City shall, at the request of ~~customer~~Customer, reread ~~customer's~~Customer's meter within ten (10) working days after such request by ~~customer~~Customer. The cost of such rereads, which is ~~ten dollars,~~Ten Dollars ($10), may be charged to ~~customer~~Customer, provided the original reading was not in error.

6.4 Meter testing.

6.4.1 City shall test its meters regularly in accordance with a meter testing and maintenance program.

6.4.2 City will individually test a meter upon ~~customer's~~Customer's request. If meter is found to be within the two percent (2%) limit, ~~city~~City may charge ~~customer twenty-five dollars~~Customer Twenty-Five Dollars ($25) for the cost of the meter test. The results of the test will be furnished to the ~~customer~~Customer within a reasonable time after the test.

6.4.3 Customer shall have the right to observe any individual meter test he/she has requested, or to have present an expert or other representative appointed by him.

6.5 Master metering.

6.5.1 Resale of electricity. Customer shall not resell electricity ~~form the city~~from City to any person except~~,~~ :

(a) Where energy is purchased at rates specifically applicable to resale service, or

(b) Where the charge to the tenants is absorbed in the rental for the premises or space occupied, or

(c) Where ~~the customer~~Customer is owner, lessee or operator of a multi-family housing or similar facility, and submeters and resells electricity to tenants at the same rates and charges that ~~the city~~City would charge for the service if supplied by it directly, or

(d) Qualifies for submeter resale under the criteria identified in ~~Section~~section 6.5.4.

6.5.2 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless construction and/or expansion is individually metered by ~~the city.~~ City.

6.5.3 Residential -- Apartment complexes -- Condominiums and other multiunit residential buildings. City shall refuse service to all new construction of apartment complexes and condominiums which are master metered unless the building(s) will be served by a centralized ~~hearing~~heating, ventilation and/or air conditioning system and the contractor can provide to ~~the city~~City an analysis demonstrating that the central unit will result in a favorable cost/benefit relationship for the residents.

6.5.4 RV parks, marinas, small craft harbors and similar type service. Master metering will be allowed at RV parks, marinas, small craft harbors and similar type of services. The master meter ~~customer ay~~Customer may submeter individual spaces, slips or berths. An “extended stay” or permanent residential, commercial, recreational or similar facilities shall be individually metered by ~~the city~~City. Existing master metered facilities shall be exempt from these requirements, except for any new facilities that are added to the RV park, marina, small craft harbor, etc~~.~~., after the effective date of these terms and conditions. The rates and charges to the submeter user must not exceed those that would be applied if user was purchasing electricity directly from ~~the city~~City.

7. Termination of service.

7.1 Customer initiated termination. A ~~customer~~Customer requesting termination of electric service must provide ~~the city~~City with at least two working ~~days~~days' notice and a disconnect date. ~~The customer~~Customer shall remain responsible for all energy use until two working days after the disconnect notice or the requested disconnect date, whichever is later.

7.2 Termination of residential service to ill, elderly or handicapped ~~customers~~Customers.

7.2.1 Residential ~~customers that~~Customers who are ill, elderly (over sixty-five years of age) or handicapped persons who have an inability to pay for their service will not be terminated until all of the following have been attempted.

(a) ~~The customer~~Customer has been made aware of the availability of funds from various governmental and social assistance agencies of which ~~the city~~City is aware ~~of~~.

(b) City has made a diligent effort to notify a third party previously designated by ~~the customer~~Customer.

(c) City has attempted to make satisfactory payment arrangements with ~~customer~~Customer and/or previously designated third party.

7.2.2 Residential service shall not be terminated ~~where the customer has an inability to pay and has established through medical documentation that, in the opinion of a licensed medical physician, termination would be especially dangerous to the customer's~~ for nonpayment if Customer or a ~~permanent resident residing~~household member depends on ~~the customer's premises health, or where~~ life-support equipment ~~used in the home is dependent upon electric service for operation.~~ or has a life-threatening condition certified by a licensed physician, provided Customer is financially unable to pay and is willing to enter into an amortization agreement for the unpaid charges.

7.2.3 A ~~customer utilizing~~ Customer relying on the provisions of ~~Section 7.2.2 shall be~~section 7.2.2 shall notify City prior to the termination date set forth in the notice that Customer or a household member depends on life-support equipment or has a life-threatening condition that would be compromised by termination of services. Further, Customer shall (i) provide certification of a licensed physician as required ~~to~~in section 7.2.2, and (ii) enter into a deferred payment agreement with ~~the utility~~City within ten (10) days after the scheduled termination date~~,~~ or service may be terminated with two (2) days' notice. ~~The city will notify the correct agencies.~~

7.3 ~~With~~Termination with notice. City may, without liability for injury or damage, disconnect service to any ~~customer~~Customer for any of the reasons stated below, provided ~~city~~City has met the termination notification requirements.

Commented [RT4]: Get Legal Opinion

Commented [AG5R4]: Under Cal Pub Util Code § 779.3, an electrical corporation cannot disconnect service for nonpayment if the customer or a household member depends on life-support equipment or has a life-threatening condition certified by a licensed physician, provided the customer is financially unable to pay and is willing to enter into an amortization agreement for the unpaid charges.

Cal Pub Util Code § 779 prohibits termination of service when a licensed physician certifies that termination would be life-threatening, and the customer is financially unable to pay but agrees to an amortization plan

Commented [RT6]: Get Legal Opinion

7.3.1 ~~The city~~City may disconnect service after written notification for the following reasons:

(a) Customer violation of any ~~city~~City rate schedules.

(b) Failure of ~~customer~~Customer to pay a delinquent bill for service.

(c) Failure of ~~customer~~Customer to meet or maintain deposit requirements.

(d) Failure of ~~customer~~Customer to provide reasonable access to ~~city's~~City's equipment and property.

(e) Customer breach of contract for service between ~~city~~City and ~~customer~~Customer.

(f) Failure of prior ~~customer~~Customer to pay a delinquent bill for service where the prior ~~customer~~Customer continues to reside on premises.

(g) When necessary for ~~city~~City to comply with an order of any governmental agency having such jurisdiction.

(h) Customer fails to establish credit, after ~~city~~City, for ~~customer~~Customer convenience, provided service before credit is established or continued service to ~~a customer~~Customer when credit was to be re-established.

(i) ~~The city~~City shall have the right to (but not the obligation) to remove any and all of its property installed on the ~~customer's~~Customer's premises upon termination of service.

7.3.2 Termination notice requirements.

a) ~~Ten~~ A ten (10) day advance notice of intent to terminate service for nonpayment ~~is courtesy only; customers must pay attention to their~~and reasons other than nonpayment shall be provided. Customers are solely responsible for monitoring and paying past due ~~amounts on~~ balances reflected in their utility bills. Such notice may be included with, or issued as part of, Customer's monthly billing statement. All ten- (10) day notices ~~are sent out by mail and if the customer has~~shall be mailed to Customer's last known address. The failure of a Customer to receive such notice shall not ~~received one, they do not qualify for the reason of not being disconnected~~exempt Customer, from ~~services. All customers can be given~~disconnection of service for nonpayment. Upon request, Customers may obtain a copy of the mailed ten- (10) day notice.

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Commented [LW7]: Cal Pub Util Code § 779.1 Utilities must provide a notice of delinquency and impending termination at least 10 days before the proposed termination date.

Cal Pub Util Code § 10010.1 shall not terminate residential service on account of nonpayment of a delinquent account unless the public utility first gives notice of the delinquency and impending termination, at least 10 days prior to the proposed termination, by means of a notice mailed, postage prepaid, to the customer to whom the service is billed, not earlier than 19 days from the date of mailing the public utility's bill for services, and the 10-day period shall not commence until five days after the mailing of the notice.

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b) ~~Ten-day advance written notice for reasons other than nonpayment, which can be included in or be part of the monthly billing notices.~~

~~c)~~ A twenty-four (24~~-~~) hour advance written notice shall be provided for termination of ~~intent~~service due to ~~terminate for~~ dishonored checks (NSF). If ~~the~~a check ~~is returned (NSF)~~tendered for ~~deposits, utilities will~~payment of a deposit is dishonored, utility services shall be disconnected until payment in cash is received. ~~If a customer has a dishonored check they must pay~~Any Customer whose check is returned for insufficient funds shall be required to make all subsequent payments by cash, money order, or credit/debit card for ~~the next~~a period of six (6) months~~.~~

~~d~~

c) Notice shall state the reason for termination.

~~e~~

d) Notice shall be considered given to ~~the customer~~Customer when a copy thereof is delivered to the service location or posted first class in the United States Postal Service addressed to ~~the customer's~~Customer's last known address. These notices are provided as a courtesy.

f) ~~Service~~If the violation identified in the notice has not been remedied, service may be terminated on or after the ~~day~~date specified in the notice without ~~giving~~the issuance of further notice ~~if the violation has not been satisfied.~~

g) Service may only be terminated in conjunction with a personal visit to the premises by an authorized representative of ~~the city~~City.

h) ~~The city~~City shall have the right ~~(~~, but not the obligation~~)~~, to remove any of its property ~~from the premises upon termination of service.~~

~~i~~

i) When an account is terminated for ~~non-payment~~nonpayment, the disconnection notice ~~that is placed at the address will include~~ delivered to the premises shall reflect both (i) the amount stated in the ten~~-~~ (10) day notice ~~amount in addition to~~, and (ii) the current bill, to reflect the total amount due ~~on the account, and is due~~. Full payment of the total amount shall be required to restore ~~services.~~ service.

~~(~~

7.5 Restoration of service. City shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of ~~the city~~City.

7.6 Master meter ~~customers~~Customers. When master metered accounts are being terminated with notice, ~~the city~~City will make a good faith effort to notify actual users prior to the termination. The notice may be posted in a common area of the complex or building, mailed to individual apartments, spaces or suites, or hand delivered. The notice shall provide the user the right to become a ~~city customer~~Customer without being

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Commented [AG8]: (b) Every public utility shall make a reasonable attempt to contact an adult person residing at the premises of the customer by telephone or personal contact, at least 24 hours prior to any termination of service, except that, whenever telephone or personal contact cannot be accomplished, the public utility shall give, by mail, in person, or by posting in a conspicuous location at the premises, a notice of termination of service, at least 48 hours prior to termination.

Cal Pub Util Code § 10010.1

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required to pay the amount due on the account. However, any conversion of service entrance equipment required to accept ~~city~~City service will be the user's responsibility.

8. Disputed bills and complaints.

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8.1 Bill ~~inquires~~inquiries and complaint investigations. A ~~customer~~Customer may request a bill inquiry or complaint investigation by contacting ~~the city's~~City's utilities office. An investigation will be completed by ~~the city~~City, and ~~the customer~~Customer will be advised of the investigation's results and any action taken. If ~~the customer~~Customer is seeking to set up an extended payment arrangement, ~~the city~~City will attempt to assist by offering an amortized payment schedule, ~~and~~ provided ~~the customer~~Customer has not defaulted on a previous payment agreement.

8.2 Unresolved bill inquires and complaint investigation. If a ~~customer~~Customer is not satisfied with the investigation and/or action completed by the ~~city's~~City's utilities office, the ~~customer should~~Customer may elevate the inquiry or complaint to the next level within ~~the city~~City staff, in the order recommended below:

(a) Utility ~~business manager~~Business Manager or ~~supervisor.~~ Supervisor

(b) Utility Manager~~.~~

(c) City Manager

8.3 Appeal to the ~~city utility board.~~City's Board of Public Utilities. A ~~customer~~Customer who is not satisfied or believes the staff investigation results are incorrect or unfair, may appeal to the ~~Needles~~City's Board of Public Utilities~~.~~ ("Utilities Board"). The ~~board~~Utilities Board will hear only appeals that have not been resolved to ~~the customer's~~Customer's satisfaction~~,~~ after the ~~city manager~~City Manager has finalized his/her review. A form to request an appeal is available at the utilities office~~,~~ and must be submitted at least two (2) weeks prior to a regularly scheduled ~~board~~Utilities Board meeting to ensure placement on the agenda. ~~The customer~~Customer is encouraged to be present at the ~~board~~Utilities Board hearing~~,~~ or ~~to~~ have a representative present.

8.4 Appeal to the ~~city council~~City Council. A ~~customer~~Customer who remains unsatisfied after appealing their concerns to the ~~Needles Board of Public~~ Utilities~~,~~ ~~many~~ Board, may appeal to the ~~city council~~City Council for final resolution~~.~~ within fourteen (14) days of the date of the Utilities Board's decision. The ~~city clerk~~City Clerk will assist ~~the customer~~Customer with scheduling the appeal. The ~~customer~~Customer or his representative must be present at the ~~council~~City Council meeting for the appeal to be heard and/or acted upon.

8.5 Payment of disputed bills. A ~~customer~~Customer who has requested an investigation or who is appealing a determination shall not have the electric service disconnected for nonpayment of the disputed bill. If the ~~customer~~Customer is disputing multiple months of billing, payment for one of the months being disputed may be withheld pending determination, but all remaining months being disputed must be paid to avoid

being disconnected for nonpayment. ~~A customer~~Customer must pay subsequent bills to a disputed bill, to avoid being disconnected for nonpayment.

9. Removal of facilities. Upon the termination of service, ~~city~~City may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying service to ~~the customer,~~Customer and ~~city~~City shall be under no further obligation to serve ~~customer~~Customer. If, however, ~~city~~City has not removed its facilities within one (1) year after termination of service, ~~city~~City shall thereafter give ~~customer~~Customer thirty (30) days' written notice before removing its facilities, or else waive any re-establishment charge within the next year for the same service to the same ~~customer~~Customer at the same location.

For purpose of this section, notice to ~~the customer~~Customer shall be deemed given at the time such notice is deposited at the U.S. Postal Service, first class mail, postage prepaid, to ~~the customer~~Customer at his/her last known address.

10. Prohibited service uses. Customer shall not use electric service for the following uses or activities. ~~This prohibition is~~These prohibitions are necessary to prevent electric shortages~~,~~ and to avoid supplier penalties for excess demand requirements.

10.1 Outdoor advertising signs and lighting.

10.1.1 Illuminated billboards, signs or similar advertising or identifying signs or equipment shall not be illuminated with ~~city~~City electric service during daylight hours.

10.1.2 Mechanized billboards, signs or similar advertising or identifying signs or equipment shall not be operated with ~~city~~City service during daylight hours.

10.1.3 A ~~commercial/industrial customer~~nonresidential Customer may, without restricted hours of use, illuminate with ~~city~~City service a time and temperature sign, and two (2) business signs on its premises.

10.2 Decorative and functional outdoor lighting.

10.2.1 Outdoor lighting necessary for public safety, security, or required by law shall be exempt from the below restrictions. However, ~~customer~~Customer shall minimize the number of lighting fixtures, and shall use energy efficient lighting for all outdoor lighting applications.

10.2.2 ~~Commercial/industrial customer~~Nonresidential Customers shall not operate any outdoor decorative, architectural or advertising "highlighting" or floodlighting, area, spot or other similar lighting during daylight hours.

10.3 Indoor business lighting.

10.3.1 Indoor lighting necessary for public safety, security, or required by law shall be exempt from the ~~below~~ restrictions below. However, ~~customer~~such Customer shall limit the number of fixtures used~~,~~ and shall use energy efficient lighting for all indoor lighting.

10.3.2 ~~Commercial/industrial customer~~Nonresidential Customers shall reduce lighting levels to the minimum required for security at all times the building is not occupied.

10.3.3 Customer shall not operate window display lighting during daylight hours.

10.4 Electric heating and cooling.

10.4.1 ~~Businesses where~~Nonresidential Customers shall be exempt from the following restrictions if higher temperatures ~~exceeding the below recommendations~~ are required for physician-certified medical reasons, ~~or~~mandated by law, or ~~whose principal business involves~~ necessary for the preservation of perishable foods ~~shall be exempt from the below restrictions.~~ as part of their principal operations.

10.4.3 ~~Commercial/industrial customer~~Nonresidential Customers shall not use ~~service~~electric services for heating/cooling during non-business hours, unless the building is occupied, or ~~customer~~Customer can establish, and ~~the city~~City agrees, that a net energy savings can be achieved by operating the space conditioning equipment during non-business hours.

10.4.4 ~~Commercial/industrial customer~~Nonresidential Customers shall not heat or cool unoccupied hotel, motel or similar guest accommodation facilities in vacant guest rooms.

10.4.5 ~~Commercial/industrial customer~~Nonresidential Customers whose building is equipped with a system that both ~~heaths~~heats and cools simultaneously, or that depends on electric lighting for total or partial heating shall operate the system to minimize electric energy use, and as close to the above guidelines as practical.

10.5 Swimming pool/spa pumps and filtration.

10.5.1 Timers shall be installed on all swimming pool pumps and filtration equipment.

10.5.2 Customer shall set the timer to between the hours of 9:00 P.M. and 9:00 A.M.

10.5.3 Customer may operate circulating pumps for solar pool heating equipment during daylight hours without restriction, except for the motor size limitations below.

Pool or Spa Sq. Ft. of Surface Area	Maximum Allowed Motor Size
520 or less	¾ H.P.
521 -- 800	1 H.P.
801 -- 1200	1-1/2 H.P.
Over 1201	Max. 1 H.P./800 sq. ft.

10.6 Noncompliance. ~~The city~~City shall discontinue service to a ~~customer~~Customer for noncompliance with the prohibited uses of electric energy, if after notice ~~the customer~~Customer does not correct the violation within five (5) days. Service will not be reestablished until after ~~customer~~Customer has complied.

10.7 Exemption procedure. A ~~customer~~Customer may request a special use exemption for a prohibited activity. The request must be in writing and shall be submitted to the ~~Needles Board of Public~~ Utilities Board. The request must explain why the exemption is being sought, the benefits ~~the customer~~Customer will receive from such use, the approximate amount of energy required and the desired time period. Board approval must be received prior to ~~customer~~Customer using service for a prohibited activity.

11. Curtailment. When the availability of service is restricted and a reduction of service is required to maintain the integrity of part or the total electric system, ~~the customer~~Customer will be notified by ~~the city~~City to reduce or terminate use of service. Such notifications may be made by mail, phone, or in person. ~~The city~~City will curtail service on a proportionate basis, where possible, and will give service priority to ~~customers~~Customers and/or ~~customer~~Customer classes where health, safety and welfare will be adversely affected, when possible. Customers, who refuse or do not comply with curtailment requirements, may be terminated by the ~~city~~City. A service re-establishment charge of ~~two hundred dollars~~Two Hundred Dollars ($200.00) will be assessed for a first-time violation, ~~five hundred dollars~~Five Hundred Dollars ($500.00) for second violation, and ~~one thousand dollars~~One Thousand Dollars ($1,000.00) for a third violation. A ~~customer~~Customer who violates curtailment requirements more than three times will not be allowed to reestablish service.

12. Successors and assigns. Agreements for service shall be binding upon and for the benefit of the successors and assigns of ~~customer~~Customer and ~~city~~City, but no assignments by ~~customer~~Customer shall be effective until ~~customer's~~Customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by ~~the city~~City.

13. Warranty. There are no understandings, agreements, representations or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified herein concerning the sale and delivery of

electricity by ~~the city~~City to ~~the customer~~Customer. These terms and conditions state the entire obligation of ~~the city~~City in connection with such sales and deliveries. (Ord. 404-AC; Ord. 463-AC.)

Article ~~II.~~ 6C-2

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Sec. 6C-2-1. Conditions governing the extension of electric distribution and services. Application for ~~city's~~City's electric service often involves construction of new facilities for various distances and costs depending upon ~~customer's~~Customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which ~~the city~~City will extend its facilities.

All extensions are subject to the availability of adequate capacity, voltage and ~~city~~City facilities at the beginning point of an extension. These rules shall govern extensions of both overhead and underground electric facilities to ~~customers~~Customers whose requirements are deemed by ~~the city~~City to be usual and reasonable in nature.

1. Basis for extensions.

1.1 Temporary power basis: all classes of service.
1.2 Footage basis: residential only.
1.3 Economic feasibility basis: all classes of service.
1.4 Responsible resource development basis: residential service only.
1.5 Economic development basis: specific applications only.
1.6 Doubtful permanency basis: all classes of service.
1.7 Seasonal ~~customer~~Customer basis: all classes of service.

2. Extension conditions.

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2.1 Underground construction required. All new electric extensions shall be underground construction~~,~~ and must comply with the requirements of ~~Section~~section 4 below. At ~~city~~City option, underground construction variances may be allowed for the following conditions.

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2.1.1 Overhead single or three phase service lines may be constructed, if the distribution system the service line is connected to is overhead. Service lines are defined as those lines ~~tat~~that connect directly to a transformer or secondary voltage delivery system, and are the lines extended to ~~the customer's~~Customer's electric entrance equipment. However, overhead service lines may not be constructed when ~~the customer~~Customer is located in an existing or proposed overhead to underground conversion area, or in an existing or proposed underground development.

2.1.2 At ~~city~~City's option, twelve Kv feeder lines (as defined by ~~the city~~City), and lines of voltages higher than twelve Kv may be constructed overhead, even though such lines are being constructed in an underground development. The construction of such lines shall not exempt ~~the customer~~Customer from undergrounding all other facilities, including any services being extended from such overhead lines.

2.1.3 At ~~city~~City's option, an overhead line may remain as part of a new extension, if there is an existing distribution pole line(s) on or across a recorded subdivision or development at the time of application, and the line will be utilized in the extension. However, this condition shall not apply if the pole line were serving a building or group of buildings or any other type of service which would be removed before the development is completed.

2.1.4 An overhead extension may be constructed when, in ~~city's~~City's opinion, an underground extension is not feasible from either an engineering, operation or economic standpoint.

2.2 Irrigation ~~customers~~Customers. Customers requiring construction of electric facilities for service to irrigation pumping will advance the total cost of construction, which may include a portion of the cost from designated irrigation substations. Advances are subject to refund as specified in ~~Section~~section 3 below.

2.3 Temporary ~~customers.~~ Customers.

2.3.1 General. Service to be rendered to a ~~customer~~Customer for a period of less than twelve (12) consecutive calendar months shall be extended as a temporary service. ~~The city~~City, at its option, may classify any facilities that are known to be removed after a specific period, or upon completion of a project as temporary, even though service may be rendered beyond twelve (12) consecutive months.

2.3.2 Where a temporary meter or construction meter is required to provide service to a ~~customer~~Customer, then ~~customer~~Customer in advance of installation or construction shall make a nonrefundable contribution equal to the cost of installing and removing the facilities required to furnish service, less the salvage value of such facilities. When the use of the service is discontinued or agreement for service is terminated, ~~city~~City may dismantle its facilities, and the materials and equipment provided by ~~the city~~City will be salvaged and remain its property.

2.3.3 Construction meters which are positioned in the permanent ~~customer's~~Customer's meter location, and that require no change in the service conductor size or length to serve the permanent ~~customer's~~Customer's facilities, shall be considered permanent.

2.4 Real estate development. Extensions of electric facilities within real estate developments including residential subdivisions, industrial parks, mobile home parks, apartment complexes, planned area developments, etc., may be made in advance of application for service by permanent ~~customers~~Customers. These extensions are eligible to qualify for either the economic feasibility, responsible resource development, or the economic development extension bases, depending upon development type. Anticipated revenues for real estate development extensions shall be calculated by ~~the city~~City based upon the estimated electric energy to be used at each ~~customer~~Customer location. Revenue estimates shall be made from comparable development revenue histories, and/or load information provided by the developer. Only ~~city~~City determined estimated revenues shall be used for economic feasibility studies.

2.4.1 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by ~~the city.~~City.

2.4.2 Apartment complexes, condominiums and other multiunit residential buildings. City shall refuse service to all new construction and/or expansion of apartment complexes and condominiums unless the construction or expansion is individually metered by ~~the city~~City.

2.5 Seasonal ~~customers~~Customers. Extensions of electric facilities to ~~customer's~~Customer's premises, which will be continuously occupied less than nine (9)

months out of each twelve- (12) month period may be made only on an economic feasibility basis.

3. Refunds.

3.1 General policy.

~~3.1.1 Customer extension advances of over two hundred dollars are subject to a partial refund of sixty five percent; provided, that a refund survey determines that additional customers have been connected to and are using service, or that actual revenues would have reduced the advance requirements of the extension. Customers and revenues which may be considered in the refund surveys must be active and receiving service from either extensions directly connected to, or service lines directly connected to the extension being surveyed.~~

~~3.1.2 Revenues from customers~~

3.1.1 Revenues from Customers being served by an extension connected to the extension being surveyed, shall be considered only if the connected extension was made under the footage, economic feasibility, responsible resource development, or economic development basis. Such connected extensions, to be qualified for refund consideration, must have at least one active ~~customer~~Customer within five hundred feet from the interconnection point of the extension being surveyed.

3.1.~~3 The city~~2 City shall conduct a refund survey on the annual anniversary of the execution date of the extension agreement. The survey shall use the extension basis criteria in force at the time the extension was installed to calculate any refunds. ~~The city~~City reserves the right to apply any extension refunds to ~~the customer's~~Customer's account(s), if any account(s) are delinquent or past due. Refunds shall never exceed the amount originally advanced.

3.1.~~4~~3 Refunds can only be made to ~~the customer~~Customer, developer or developer's company, whoever executed the extension agreement. If development or property ownership or control changes during the refund period, it is ~~the customer~~Customer/developer's responsibility to form a refund resolution agreement between the parties of such a transaction. ~~The city~~City will not honor any contractual or other arrangement that transfers the refund from the original ~~customer~~Customer/developer, who executed the extension agreement to another party, even if a refund resolution agreement exists between the parties.

3.2 In lieu of revenue surveys, ~~the city~~City may determine the number of permanent ~~customers~~Customers connected to the extension for a residential real estate development, and a refund may be made on a "per" ~~customer~~Customer basis. Refunds for each permanent ~~customer~~Customer shall only be refunded one time. A permanent ~~customer~~Customer must have service installed and be an active account at the time of the refund survey to be qualified for the refund study. The ~~city~~City shall specify in the extension agreement, the amount of refund per permanent ~~customer~~Customer connected~~,~~ and may require a number of "qualified" ~~customers~~Customers be connected to an extension prior to the extension qualifying for a refund survey. Once a permanent

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~~customer~~Customer has been included in a refund survey. Once a permanent ~~customer~~Customer has been included in a refund survey, ~~the customer~~Customer shall not be counted in future surveys, regardless if such ~~customer~~Customer is active or inactive at the time of the survey.

4. Underground construction.

4.1 General policy.

4.1.1 Customer or developer shall provide all earthwork including, but not limited to trench, boring or punching, conduits, vaults, pull boxes, manholes, cabinet pad sites, shoring, bedding, backfill, compaction and surface restoration, in accordance with ~~city~~City specifications.

4.1.2 Customer or developer shall conform to ~~city's~~City's underground installation and utility facility placement specifications and standards.

4.1.3 Customer or developer shall provide and install conduit, manholes, vaults, pull boxes, and sweeps at all proposed equipment locations. All materials and installation shall meet ~~city~~City specifications.

4.1.4 Customers or developers requesting underground extensions may be required to sign an underground electric extension agreement.

4.1.5 If, after construction of the extension, final clearance or grade is changed in such a way as to require relocation of the underground facilities, or results in damage to such facilities, the cost of such relocation and/or resulting repairs shall be borne by ~~the customer~~Customer or developer.

4.2 Inspection and ~~city~~City acceptance of trench and conduit.

4.2.1 ~~The city~~City shall inspect ~~the customer~~Customer/developer installed trench and conduit on a mutually agreed upon date prior to ~~the customer~~Customer/developer shading and backfilling the trenching and conduit. Phased inspection may be required, and the completion and inspection dates for each phase shall be agreed to by ~~the customer~~Customer/developer and ~~the city~~City.

4.2.2 When ~~the city~~City has approved the trenching and conduit installation, a second inspection date shall be mutually agreed to for inspection of the trench and conduit after shading and prior to backfill.

4.2.3 When the trench and conduit shading has been approved, ~~the customer~~Customer/developer shall complete backfilling and compaction of the trench. ~~The city~~City shall inspect final trench backfill and compaction, and approve prior to final surface restoration.

4.2.4 When the backfill and compaction has been approved, ~~the customer~~Customer/developer must complete final surface restoration of existing roadways, sidewalks, bike paths, etc. as specified by ~~the city~~City. If the final surface of the trench is in a new development ,actual surfacing can be completed as required, ~~the city~~City will complete the restoration and bill ~~the customer~~Customer/developer for actual costs plus appropriate overheads and/or administrative fees.

4.3 Customer owned entrance and service vault and/or space requirements.

4.3.1 City must have immediate operating access to electrical equipment at all times. Immediate access, for ~~city~~City approved inside building installation, is intended to mean:

4.3.1.1 Access from outside by either a door (~~city~~City to have key), manhole or vault lid with no obstructions;

4.3.1.2 A security guard on location, available on a twenty-four-hour basis, with keys and access to buildings and vaults;

4.3.1.3 Disconnecting switches that can be operated outside the building or vault that will allow disconnect of the load under emergency conditions. The cost of such switches shall be paid by ~~customer~~Customer, and shall be a nonrefundable contribution to ~~the city's~~City's extension construction. Design of such equipment must be approved by ~~city~~City prior to installation.

4.3.2 Padmounted transformers and similar equipment locations must have vehicle access acceptable to ~~city~~City, with the construction and clearances of ~~customer~~Customer installed traffic or decorative barriers subject to ~~city~~City approval. Access shall include a permanent unobstructed path of sufficient size and surface to accommodate trucks and crews necessary for equipment replacement. All equipment locations must be approved by ~~the city.~~City.

4.3.3 Vaults and transformer locations inside of buildings shall have access to the outside in such a way that the electrical equipment can be directly set by a crane in the equipment cell or on the same level as the vault.

4.3.4 There shall be permanently flat and unobstructed access from this point to the equipment cell location. Exterior equipment access to the subsurface vaults shall be through unobstructed lift slabs at or above finish grade with vehicle access acceptable to ~~city~~City. Access shall include a permanent unobstructed path of sufficient size and surface to support trucks and cranes necessary for equipment replacement. All vault designs and locations must be approved by ~~city~~City.

4.3.5 In all vaults, internal to a building, ~~customer~~Customer will provide, at no charge to ~~the city~~City, a telephone either inside the vault or near the entrance to the vault.

4.3.6 Customer shall not store equipment or other items in equipment rooms or vaults where electric utility equipment is located.

4.4 New underground services. Customer will supply and install service conduit, per ~~city~~City specifications, from service stub-outs to service entrance section riser(s).

4.4.1 Single phase services. Customer shall pay a nonrefundable contribution of four dollars and forty-five cents per foot for service extension footage in excess of one hundred fifty feet. Excess footage service extensions will only be allowed, if such extension conforms to all ~~city~~City service requirements.

4.4.2 Three phase services. Customer shall pay a nonrefundable contribution of five dollars and sixty-five cents per foot for service extension footage in excess of forth feet. Excess footage service extensions will only be allowed, if such extension conforms to all ~~city~~City service requirements.

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5. Alternate electric feeds. ~~The city~~City will provide an alternate or loop feed to a ~~customer~~Customer as part of an extension, if requested, and provided the following requirements are met.

5.1 General requirements.

5.1.1 ~~The customer~~Customer load must be essential to public health and/or safety, as determined by ~~the city.~~ City.

5.1.2 All costs for an alternate feed shall be included in the extension cost and feasibility studies.

5.2 A nonrefundable contribution shall be aid by ~~customer~~Customer/developer for any additional construction expenses required for the alternate feed.

5.3 Customer/developer shall conform to ~~city's~~City's underground installation and utility facility placement specifications and standards.

6. General conditions.

6.1 Voltage.

6.1.1 The extension must be designed and constructed for the operation at standard voltages used by ~~city~~City in the area in which the extension is located.

6.1.2 Only one voltage and one service line will be supplied to each ~~customer~~Customer, unless the serving of multiple voltages or service lines is beneficial to ~~the city~~City.

6.1.3 ~~The city~~City will provide voltages other than the nearest standard distribution voltage when one or more of the following conditions exist.

6.1.3.1 The requested voltage is more beneficial to ~~the city~~City than additions to the standard distribution voltage in the area, such as:

6.1.3.1.1 Loads that exceed the overhead or underground design limitations for the standard distribution voltage, as determined by ~~the city~~City;

6.1.3.1.2 The voltage and subsequent line distribution equipment is more economical for ~~the city~~City, as determined by ~~the city~~City.

6.1.3.2 ~~The customer's~~Customer's load requirement (demand) is greater than ~~on~~one hundred KVA "Y" (120/208 or 277/480 volts).

6.1.3.3 Customer agrees to pay a nonrefundable contribution for the special equipment, and any facility charges, if required for economic feasibility.

6.2 Three phase. Extensions of three phase service are available when a ~~customer~~Customer has installed a single piece of equipment with a seven and one-half HP (horsepower) motor or a single air conditioning unit of six tons or more, or where total connected HP of all connected three phase motors exceed twelve HP or ~~customer's~~Customer's total load exceeds ~~on~~one hundred KVA. If less than the above HP or connect KVA is installed, ~~city~~City may at its option, when requested by the ~~customer~~Customer, serve three-phase and require a nonrefundable contribution equal to the difference in cost between single phase and three phase construction, but in no case less than one hundred dollars.

6.3 Easements. All suitable easements or rights-of-way required by ~~city~~City for any portion of the extension shall be furnished in ~~city's~~City's name by ~~customer~~Customer without cost to or condemnation by ~~city~~City, and in reasonable time to meet proposed service requirements. All easements and rights-of-way obtained on behalf of ~~city~~City shall contain such terms and conditions as are acceptable to ~~the city~~City.

6.4 Ownership. Except for ~~customer~~Customer-owned facilities, all construction, including that for which ~~customers~~Customers have made advances and/or contributions, will be owned, operated and maintained by ~~city~~City.

6.5 Measurement and location.

6.5.1 Any measurements used for costing of facilities must be along the proposed route of construction, as determined by ~~the city~~City.

6.5.2 Construction is to be on public streets, roadways, highways, alleys or easements acceptable to ~~city~~City.

6.5.3 The extension must be a branch from, the continuation of, or an addition to, one of ~~city's~~City's existing distribution lines.

6.6 Unusual circumstances. In unusual circumstances, as determined by ~~the city~~City, when the application and provisions of this policy appear impractical, or in case of extensions of lines to be operated on voltages other than specified in the applicable rate structure, or in case ~~customer's~~Customer's requirements exceed two thousand kW, ~~city~~City will make a special study of the conditions to determine the basis on which service may be provided.

6.7 Nonstandard construction. Where extensions of electric facilities require construction that is in any way nonstandard, as determined by ~~city~~City, or if unusual obstructions are encountered, ~~customer~~Customer will make a nonrefundable contribution equal to the difference in cost between standard and nonstandard construction.

6.8 Abnormal loads. City, at its option, may make extensions to serve certain abnormal loads (such as: transformer type welders, x-ray machines, wind machines, excess capacity for test purposes and loads of unusual characteristics), provided ~~customer~~Customer makes a nonrefundable contribution equal to the total cost of such extensions, including transformers and services.

6.9 Relocation and/or overhead to underground conversions.

6.9.1 City will, when practical as determined by City in its sole and absolute discretion, relocate or convert its facilities for ~~customer's~~Customer's convenience or aesthetics, provided ~~customer~~Customer make a nonrefundable contribution equal to the total cost of relocation or conversion, including any residual value for the remove overhead facilities.

6.9.2 When the relocation or conversion is in conjunction with added revenue, as determined by ~~the city~~City, and is not for ~~customer's~~Customer's convenience or aesthetics, then ~~the city~~City may consider the cost of such relocation or conversion in its economic feasibility studies.

6.10 Changing a master meter to individual meters. City will convert its facilities from a master metered system to a permanent individually metered system at ~~customer's~~Customer's request, provided ~~customer~~Customer make a nonrefundable

contribution equal to the residual value, plus the removal costs less salvage of the master meter facilities. The new facilities to serve the individual meters will be extended on an economic feasibility basis.

6.11 Change in ~~customer's~~Customer's service requirements. City will rebuild or revamp existing facilities to meet ~~customer's~~Customer's added load or change in service requirements based on upon an economic feasibility study. If the estimated additional revenue from such upgrades or changes pays ~~the city's~~City's total construction costs within five (5) years for residential ~~customers~~Customers, and two (2) years for ~~commercial customers~~nonresidential Customers, then such upgrades or changes shall be completed free of charge for the ~~customer~~Customer. If the upgrades or changes do not provide adequate revenues, then the ~~customer~~Customer shall make a nonrefundable contribution to the ~~city~~City for the total cost of construction. The ~~city~~City reserves the right to refuse such rebuild or revamp requests, when such requests are not consistent with the terms and conditions for the sale of electric services, or the ~~city's~~City's electrical engineering standards. Residential service entrance equipment upgrades or rebuilds are exempt from these requirements.

6.12 Design deposit. Any applicant requesting ~~city~~City to prepare detailed plans, specifications or cost estimates may be required to deposit with ~~city~~City an amount equal to the estimated costs of preparation. Where the applicant authorizes ~~city~~City, within twelve (12) months of the completed estimate, to proceed with construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. City will prepare without charge, a preliminary sketch and rough estimate of the costs to extend electric service to a project upon request.

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~~7.~~ Footage basis extensions.

7.1 General policy. Footage basis extensions may be made only if all of the following conditions exist:

7.1.1 Applicant shall be a new permanent residential ~~customer~~Customer or group of new permanent residential ~~customers~~Customers. A ~~customer~~Customer shall be considered permanent when:

(a) Service will be rendered to ~~the customer~~Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service; and

(d) The meter will be installed within thirty (30) days after completion of the extension.

7.1.2 The extension cannot exceed seven hundred fifty (750) feet per ~~customer~~Customer to be connected, not a total extension distance of two thousand five hundred feet.

7.1.3 The extension must be along the shortest practical route to the nearest practical point of delivery on each ~~customer~~Customer premises, as determined by ~~city~~City.

7.1.4 The estimated construction cost, including transformers and services, cannot exceed ~~fifteen thousand dollars.~~ Fifteen Thousand Dollars ($15,000).

7.2 Free extensions. The extension, (if the conditions specified in ~~Section~~section 7.1 are met and the total extension does not exceed seven hundred fifty (750) feet per new permanent residential ~~customer~~Customer, or a maximum of two thousand five hundred (2,500) feet for the entire extension, or ~~fifteen thousand dollars),~~Fifteen Thousand Dollars ($15,000)), will be constructed at no cost by ~~the city.~~ City.

7.3 Extensions over the free distance. Extensions over the free distance. Extensions which meet the conditions specified in ~~Section~~section 7.1, but which exceed the free distance in ~~Section~~section 7.2, may still qualify for a footage basis extension provided ~~the customer~~Customer or ~~customers~~Customers sign an extension agreement and advance the cost of such additional footage.

7.4 Advances are subject to refund.

7.5 Real estate developments are not eligible for this footage basis extensions.

8. Economic feasibility basis extensions.

8.1 General policy. Economic feasibility basis extensions may be made only if all of the following conditions exist:

8.1.1 Extension shall be for a new permanent ~~customer~~Customer or group of new permanent ~~customers~~Customers. A ~~customer~~Customer shall be considered permanent when:

(a) Service will be rendered to ~~the customer~~Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

8.1.2 The total extension is determined to be economically feasible for ~~the city~~City, as defined in ~~Section~~section 8.2.

8.1.3 Customer pays total extension costs in advance of scheduling construction, including transformers, metering and services.

8.2 Extension qualifications. Extensions shall be allowed, when the conditions in ~~Section~~section 8.1 are met and the extension is determined to be economically feasible by ~~the city~~City. Economic feasibility shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide and adequate rate of return on investment to ~~the city~~City.

8.3 Extensions not qualifying. City, at its option, may extend its facilities to ~~customers~~Customers whose use does not satisfy the economic feasibility requirements of ~~Section~~section 8.2, provided such ~~customers~~Customers sign an extension agreement and agree to pay a special rate or an annual facilities charge to make the facilities economically feasible.

8.4 Advances are subject to refund.

9. Responsible resource development basis (residential real estate developments only).

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9.1 General policy. The responsible resource development basis extension is structured to encourage total resource management and conservation equipment, applications and appliances in residential real estate developments being served by the ~~city~~City. The qualifications for the responsible resource development basis are periodically modified to ensure that the criteria being used represent the current energy, water and wastewater standards and technologies within the utility and home building industries. Since the responsible resource development extension involves ~~city~~City financial participation, the developer may be required to provide additional development and/or financial information prior to the approval of the extension. Responsible resource development basis extensions are available only if all of the following conditions exist:

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9.1.1 The residential development being developed is for new permanent residential ~~customers~~Customers: A ~~customer~~Customer shall be considered permanent when:

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(a) Service will be rendered to the ~~customer~~Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

9.1.2 When fully developed, the electric extension(s) inside the development, shall not exceed five hundred (500) feet per permanent ~~customer~~Customer, including service line footage.

9.1.3 The final development and/or phase of the development is determined to be economically feasible by ~~the city~~City. “Economic feasibility” shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to ~~the city.~~ City.

9.1.4 The developer agrees to meet the responsible resource development basis equipment, appliance and application requirements for electric , water and wastewater in each residence and common area or amenity facilities.

9.1.5 The developer agrees to provide, if requested, any information needed to assess the project’s feasibility, developer’s financial ability, developer’s business or development history, and/or the developer’s plans for the project.

9.1.6 Developer pays a nonrefundable contribution for the construction of the electric, water, wastewater facilities to the property line of the development, and for any unusual or nonstandard construction requirements inside the development.

9.1.7 The development is total electric, except for alternate energy services which may be provided or approved by ~~the city~~City.

9.1.8 The developer agrees to advertise the development with point of purchase displays, and to include ~~the city's~~City's responsible resource development program name and logo on all signs and other advertising materials at developer's cost.

9.2 Extension qualifications. An extension shall be qualified when the conditions in ~~Section~~section 9.1 have been met and agreements executed.

9.3 Extensions not qualifying. If an extension does not qualify or is not accepted, it may be evaluated at developer's request to determine if it qualifies for the economic feasibility basis.

9.4 Benefits provided developers who qualify for a responsible resource development basis extension.

9.4.1 Developer will not be required to advance construction money for the installation of electric facilities within the development, except as required in ~~Section~~section 9.5 and 9.6.

9.4.2 ~~The city~~City will respond to requests for installation of extensions, service and/or meters to homes, condominiums, apartments and/or mobile homes within the development with priority service.

9.4.3 ~~The city~~City may provide advertising materials, incentives and/or other support to the developer, if the developer agrees to use the promotional materials to help explain and promote the advantages of buying a home or lot that has been approved for a responsible resource development basis extension.

9.5 Extensions to developer built home, condominium, apartment and mobile home developments.

9.5.1 Developer shall submit individual home, condominium, apartment and/or mobile home constructions plans, appliances and insulation details to ~~the city~~City for review and approval. If the plans meet the responsible resource development basis criteria, ~~the city~~City will prepare the electric extension design and an agreement to construct electric distribution facilities, which must be executed prior to extension construction.

9.5.2 The developer shall make a nonrefundable construction advance for the installation of electric facilities to the property line of the development~~. the~~. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.5.2.1 A development construction plan has been submitted to and accepted by ~~the city~~City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.5.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment or facilities from which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of ~~five dollars~~Five Dollars and ~~eighty-five cents,~~Eighty-Five Cents ($5.85), for the additional footage.

9.5.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or “plugged” conduits, equipment pads, vaults and similar equipment. The developer shall reimburse ~~the city~~City for any repairs or replacements made by the ~~city~~City during construction because of damage or “plugged” equipment. ~~The city~~City may, but shall not be obligated to, make such repairs or replacement while installing facilities.

9.5.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of electric facilities to serve any home, condominium, apartment or mobile home.

9.5.2.5 All installations must be according to ~~city~~City specifications and requirements.

9.6 Extensions to lot sales only subdivision.

9.6.1 Developer shall require lot purchasers to meet or exceed the responsible resource development basis criteria, in effect at time of residence is constructed, for equipment, appliances and applications by establishing such criteria as part of the development conditions, covenants and restrictions. The developer shall also provide each individual purchaser with information on the equipment, appliance and application criteria required for building on the lot prior to close of escrow.

9.6.2 The developer shall make a nonrefundable contribution for the installation of electric facilities to the property line of the development. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.6.2.1 A development construction plan has been submitted to and accepted by ~~the city~~City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.6.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall ~~continued~~continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment/facilities form which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of ~~five dollars~~Five Dollars and ~~sixty-five cents,~~Eighty-Five Cents ($5.85), for additional footage.

9.6.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or "plugged" conduits, equipment pads, vaults and similar equipment. The developer shall reimburse ~~the city~~City for any repairs or replacements made by ~~the city~~City during construction because of damage or "plugged" equipment. ~~The city~~City may, but shall not be obligated to make such repairs or replacement while installing facilities.

9.6.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of the electric facilities to serve any home, condominium, apartment or mobile home.

9.6.2.5 All installations must be according to ~~city~~City specifications.

10. Economic development basis.

10.1 General policy. The economic development basis is structured to encourage business development in areas being served by the ~~city~~City. The qualifications for economic development extensions are periodically modified to ensure the general economic development philosophies of the community are being maintained. Since economic development extensions usually involve ~~city~~City financial participation, the developer may be required to provide additional information prior to the approval of the

extension. Economic development extensions are available only if all of the following conditions exist:

10.1.1 Applicant will be new permanent ~~customer~~Customer or group of new permanent ~~customers~~Customers. A ~~customer~~Customer shall be considered permanent when:

(a) Service will be rendered to the ~~customer~~Customer for a period greater than twelve months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

10.1.2 The total extension is determined to be economically feasible for ~~the city~~City. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to ~~the city~~City.

10.1.3 The development meets the economic development basis qualifications, as determined by the ~~board of public utilities and city council~~Utilities Board and City Council.

10.1.4 ~~The customer~~Customer/developer requests the extension be completed using the economic development basis.

10.1.5 ~~The customer~~Customer/developer agrees to provide, if requested by either the ~~council~~City Council or the ~~utility board~~Utilities Board, any information needed to assess the project's feasibility, ~~customer's~~Customer's/developer's financial ability, ~~customer's~~Customer's/developer's business or development history, and/or ~~the customer's~~Customer's/developer's plans for the project.

10.1.6 Customer/developer pays any required advance for construction.

10.2 Extension qualifications. Extensions shall be allowed when the conditions in ~~Section~~section 10.1 have been met and approval for an economic extension is granted by the ~~board of public utilities~~Utilities Board and ~~city council~~City Council.

10.3 The benefits provided to a ~~customer~~Customer/developer form the economic development basis shall be determined on an individual application basis by the board of public utilities and ~~city council.~~City Council.

10.4 Extensions not qualifying. If an extension does not qualify or is not accepted by the board of public utilities or the ~~city council, the customer~~City Council, Customer/developer may request an economic feasibility basis extension.

11. Doubtful permanency basis.

11.1 Extensions shall be made on a doubtful permanency basis, when in ~~the city's~~City's opinion ~~the customer's~~Customer's application for service is not expected to be permanent, but is expected to be an active ~~customer~~Customer for more than twelve consecutive months. Doubtful permanency ~~customers~~Customers will be required to advance the total construction and removal cost, less any salvage value of the extension. Refunds of such advances will be calculated using the economic feasibility refund criteria.

11.2 Extensions to mobile or modular housing shall be completed on the doubtful permanency basis, unless ~~the customer~~Customer has:

11.2.1 Sewer or septic system installed;

11.2.2 Permanent water system installed;

11.2.3 Electric service entrance equipment installed.

12. Settlement of disputes. Any dispute between ~~customer~~Customer or prospective ~~customer~~Customer and ~~city~~City regarding the interpretation of these conditions governing extensions of electric distribution lines and services may, by either party, be referred to the board of public utilities for determination.

13. Interest. All advances made by ~~customer~~Customer to ~~city~~City in aid of construction shall be noninterest bearing.

14. Extension ~~agreements~~Agreements. All line extensions requiring payment by ~~customer~~Customer shall be in writing and signed by both ~~the customer~~Customer and ~~city~~City. (Ord. 404-AC.)

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~~Article III.~~

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~~Terms and conditions. Subject to City of Needles terms and conditions for the sale of electric services.~~

~~Sec. 6C-3-2B. Rate Two--General service.~~

~~Availability. In all territory saved by the city at all points where facilities of adequate capacity and the required phase and suitable voltages are adjacent to the premises served.~~

Application. To all electric service required when such service is supplied at one point of delivery and measure through one meter. For those service locations where electric service has historically been measured through two meters, when one of the meters was installed pursuant to a City of Needles rate schedule no longer in effect, the electric service measures by such meters shall be combined for billing purposes.

No applicable to breakdown, standby, supplementary, single family residential or resale service nor to service for which general service rate schedule is not applicable.

Type of service. Single or three phase, sixty hertz, at one standard voltage as may be selected by customer subject to availability at the customer's premises. Three phase service is furnished under city's standard rules covering line extensions. Three phase service is not furnished for motors of an individual rated capacity of less than seven and one half HP, except for existing facilities or where total aggregate HP of all connected three phase motors exceed twelve HP. Three phase service is required for motors of an individual rated capacity of more than seven and one half HP. Transformation equipment is included in cost of extension.

Monthly bill. The monthly bill shall be the greater of the amount computed under A or B, below, including the applicable adjustments.

C. Adjustments. Plus the applicable proportionate part of any taxes, or governmental impositions which are or may in the future be assessed on the basis of gross electric service revenues of the city and/or the price or revenue from the electric energy or service sold and/or the volume of energy generated or purchased for sale and/or sold hereunder.

Special conditions. (1) The connected load for electric service will be the total rated capacity of all of the customer's electrical equipment. For motors, the nameplate rating in horsepower (HP) will be used to determine the connected load. One horsepower (HP) will equal one Kw. Total connected load may also be a computed value based upon service entrance section equipment and/or industry averages or similar type of information.

Power factor rate adjustment. Where customers have a connected load of fifty horsepower or more, charges for energy shall be adjusted based upon a weighted monthly average power factor.

(1) If the customer's connected loads consists of fifty horsepower or more, then the city shall set a meter to measure the reactive kilovolt ampere (Kva) hours, in addition to the kilowatt hour (Kwh) meter. The power factor ration shall be computed form the ratio of the Kva hours to the monthly Kwh hours and rounded to the nearest whole percentage. In a case, where the power factor is likely to be leading, the Kva meter shall be ratcheted to prevent reversal.

(2) If the power factor exceeds eighty percent, bills will be reduced by 0.3 percent for each one percent of such excess up to and including ninety percent power factor, and by 0.2 percent for each one percent of such excess over ninety percent power factor. However, the total charge after power factor adjustment shall never be less than the minimum bill.

(3) If the power factor is less than sixty five percent, bills shall be increased by 0.5 percent for each one percent of such deficiency in power factor. The maximum increase shall not exceed five percent.

The total charge after power actor adjustment shall never be less than the minimum bill.

~~Terms and conditions. Subject to City of Needles terms and conditions for the sale of electric service.~~

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CHAPTER 6C
ELECTRIC RATES

Sections

Article 6C-1 TERMS AND CONDITIONS FOR THE SALE OF ELECTRIC SERVICES

Article 6C-2 CONDITIONS GOVERNING THE EXTENSION OF ELECTRIC DISTRIBUTION AND SERVICES

Article 6C-1

Sec. 6C-1-1. Terms and conditions for the sale of electric services. The following terms and conditions and any changes authorized by the City of Needles City Council or law will apply to the sale of electric services under the established rate or rates authorized by the City Council and currently applicable at time of sale. The rates included in this Chapter 6C may be amended by resolution of the City Council after a duly noticed public hearing, which amended rates shall supersede the rates included in this Chapter 6C to the extent inconsistent therewith. For purposes of Chapter 6C, City of Needles and the Needles Public Utilities Authority ("NPUA") are sometimes collectively referred to as "City".

1. General.

1.1 Electric service will be supplied in accordance with these terms and conditions, any changes required by City or law, and such applicable rate or rates as may from time to time be authorized by City. However, in the case of a Customer whose service requirements are of unusual size or characteristics, additional or special rate and contract arrangements may be required.

1.2 These terms and conditions shall be considered a part of City rate schedules except where specifically changed by written agreement by City.

1.3 In case of conflict between any provision of a rate schedule and these terms and conditions, the provisions of the rate schedule shall apply.

1.4 The failure of City to insist upon strict performance of any of the provisions in the terms and conditions, or to exercise any of the rights or remedies provided in the terms and conditions, or any delay in the exercise of any of the rights or remedies, shall not release Customer from any responsibilities or obligations imposed by law or by the terms and conditions, and shall not be deemed a waiver of any rights of City to insist upon strict performance of the terms and conditions.

2. Establishment of service.

2.1 Application for service. Customer requesting electric service may be required to appear at City's place of business to produce proof of identity and sign City's standard form of application for service or a contract before service is supplied by City. Customers must provide a lease or Grant Deed to have service established.

2.1.1 In the absence of a signed application or contract for service, the supplying of electric service by City and acceptance thereof by Customer shall be deemed to constitute a service agreement by and between City and Customer for delivery, acceptance of, and payment for service, subject to City's applicable rates and rules and regulations.

2.1.2 For purposes of any amount owed to City that is not more than four (4) years old, City shall have the right to collect the full amount owed City by any or all of the applicants prior to establishment of service.

2.2 Service establishment charge. A service establishment charge, determined by the cost of providing residential or nonresidential electric service, will be assessed each time City is requested to establish, reconnect, or reestablish electric service to Customer's delivery point. Billing for the service establishment charge may be rendered as part of Customer's first bill.

2.2.1 Customer will be required to pay the above appropriate service establishment charge and an after-hours charge as established by the cost of services should Customer request service be established during a period other than regular working hours.

2.3 Grounds for refusal of service. City may refuse to establish or reestablish service if any of the following conditions exist:

2.3.1 Applicant has an outstanding amount due to City that is not more than four (4) years old and is unwilling to make payment.

2.3.2 A condition exists, which in City's judgment, is unsafe or hazardous.

2.3.3 Applicant has failed to satisfy the security deposit requirements set forth by City as specified in section 2.6.

2.3.4 If Applicant has previously engaged in conduct that constitutes, but not limited to, a material violation of City's applicable rate schedules, rules, or regulations.

2.3.5 If Applicant does not furnish the necessary funds, service entrance equipment, easements, or rights-of-way that have been specified by City as a condition for providing service.

2.3.6 Applicant falsifies his or her identity for the purpose of obtaining service.

2.3.7 Service is already being provided at the address for which Applicant is requesting service.

2.3.8 If service at the same address has previously been terminated for nonpayment, and a delinquent balance on that account less than four (4) years old remains outstanding. This restriction applies when the prior account holder continues to reside at the premises with Applicant.

2.3.9 A prior customer was terminated for any of the below reasons and continues to reside on the premises for which Applicant requests service.

(a) City has evidence of meter tampering or fraud.

(b) Failure to pay a delinquent bill for utility service.

(c) Failure to maintain deposit requirements.

(d) Failure to pay for a bill to correct a previous underbilling.

(e) Failure to comply with curtailment procedures imposed by the City during supply shortages.

(f) Failure to provide reasonable and safe access to City's equipment and property.

(g) Breach of written contract between City and Customer.

2.3.10 Applicant has failed to obtain all required permits and/or inspections indicating that applicant's facilities comply with local construction and safety codes.

2.4 Establishment of residential credit or security deposit.

2.4.1 Residential establishment of credit. City shall not require a security deposit from a new Applicant for residential electric service if Applicant is able to meet any of the following requirements:

2.4.1.1 Applicant has had service of a comparable nature with City at another service location within past two (2) years and was not delinquent in

payment to any utility during the last twelve (12) consecutive months, or disconnected for nonpayment, or has not had an unpaid final bill.

2.4.1.2 Applicant can provide a letter regarding credit or verification from an electric utility where service of a comparable nature was received within the last two (2) years. The letter must state that: (i) the Applicant maintained a satisfactory payment history at the time service was discontinued; and (ii) the service was provided for a continuous period of at least twelve (12) consecutive months. Satisfactory payment history shall mean no delinquent payments during the last twelve (12) consecutive months of service.

2.4.1.3 Applicant provides a guarantor, satisfactory to the City, to secure payment of bills for the service being requested. Guarantor must be a City of Needles resident with no delinquent payments during the last twenty-four (24) months.

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2.4.2 Residential establishment of security deposit. When credit cannot be established as provided for in section 2.4.1 hereof or when it is determined that applicant left an unpaid final bill owing to another utility, applicant may be required to place a cash deposit to secure payment of bills for service.

2.5 Establishment of nonresidential credit or security deposit.

2.5.1 Nonresidential establishment of credit. Customer(s) must provide a lease or Grant Deed to have service established. City shall not require a security deposit from a new Applicant for nonresidential electric service if applicant is able to meet any of the following requirements:

2.5.1.1 Applicant shall have maintained service of a comparable nature with City, or with another service provider, for a minimum period of one (1) year within the preceding two (2) years, and shall not, during the twelve (12) consecutive months immediately preceding application, have been delinquent in the payment of any utility charges, disconnected for nonpayment, or subject to an unpaid final bill.

2.5.1.2 Applicant shall provide a letter of credit or verification from the electric utility with which service of a comparable nature was most recently maintained, which letter shall state that the Applicant had a satisfactory payment history at the time of discontinuance of such service, and that such service was maintained for a minimum of twelve (12) consecutive months.

2.5.2 Nonresidential establishment of security deposit. All nonresidential Customers may be required to:

2.5.2.1 Place a cash deposit to secure the payment of bills for service as prescribed herein, or

2.5.2.2 Provide a non-cash security deposit in the form of a surety bond, an irrevocable letter of credit, or an assignment of funds, in an amount equal to the required security deposit. Large Commercial Customers shall be subject to section 2.7.3 and shall maintain a security deposit on file with City at all times during the term of service. For purposes of Chapter 6C, a Large Commercial Customer shall mean a nonresidential Customer occupying a building or service space of twenty thousand (20,000) of more in the City of Needles.

2.6 Re-establishment of security deposit.

2.6.1 Residential. City may require a residential Customer to establish or reestablish a security deposit if Customer becomes delinquent or if the Customer has been disconnected for nonpayment during the last twelve (12) months, or when Customer's financial condition may jeopardize the payment of their bill as determined by a bankruptcy filing.

2.6.2 Nonresidential. City may require a nonresidential Customer to establish or reestablish a security deposit under any of the following circumstances: (i) Customer has become delinquent in payment; (ii) Customer has been disconnected for nonpayment within the preceding twelve (12) months; or (iii) Customer's financial condition is determined, on the basis of a credit investigation, notice of financial reorganization, or bankruptcy filing, to jeopardize the timely payment of amounts due. Large Commercial Customers shall be subject to section 2.7.3 and shall maintain a security deposit on file with City at all times during the term of service.

2.7 Security deposits.

2.7.1 A residential Customer shall be required to provide a cash security deposit in an amount equal to one and one-half (1.5) times the highest monthly bill incurred by the prior customer at the residence during the months of June through September, or one hundred fifty dollars ($150.00), whichever amount is greater.

2.7.1.1 Deposits will automatically be refunded after twelve (12) months of service, provided Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless Customer has filed bankruptcy.

2.7.2 Nonresidential security deposits may be either cash or noncash, as described in 2.7.2.1, and shall be in the amount of two and one-half (2.5) times the previous Customer's highest monthly bill (June through September) at the non-residential location where the new account is established.

2.7.2.1. All cash and noncash security deposits held for non residential customers, excluding Large Commercial Customers which are addressed in section 2.7.3 below, by City shall be reviewed upon Customer's completion of twenty-four

(24) months of service. Such deposits shall be refunded or released, provided that Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the preceding twelve (12) consecutive months, unless Customer's financial condition, as determined by City, warrants the continued retention of the security deposit. Deposits not refunded or released at the conclusion of the initial twenty-four (24) month period shall be reviewed annually thereafter to determine whether Customer qualifies for the return or release of the deposit.

2.7.3 Deposits for Large Commercial Customers may be provided in cash or noncash, in a form acceptable by City, and shall be in the amount of eighty thousand dollars ($80,000) for each twenty thousand (20,000) square feet of building space. Such deposits shall remain on file for a minimum period of three (3) years, after which they may be replaced with a security bond. All security bonds shall be subject to renewal, with satisfactory assurance of renewal provided to City. The cash or noncash security deposits for Large Commercial Customers shall be on file with City during the term of service.

2.7.4 City reserves the right to increase or decrease the security deposit amount when Customer's average consumption changes by more than ten percent (10%) for residential accounts within the twelve (12) consecutive month period and five percent (5%) for nonresidential accounts within the twelve (12) consecutive month period. Separate security deposits may be required for each location.

2.7.5 Customer security deposits shall not preclude City from terminating an agreement for service or suspending service for any failure in the performance of Customer obligations under an agreement for service.

2.7.6 Cash deposits held by City shall not earn interest. Deposits on inactive accounts may be applied to the final bill and the balance, if any, will be refunded to Customer of record within sixty (60) days.

2.7.7 If Customer terminates service with City, the security deposit may be credited to Customer's final bill.

2.7.8 In implementing the foregoing provisions, City shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

2.8 Line extensions. Installations requiring City to extend its facilities in order to establish service will be made in accordance with City's conditions governing extensions of electric distribution lines and services.

3. Rates.

3.1 Rate information. City shall provide a copy of the rate schedule to the Customer, when requested. In addition, City shall notify Customers of any change in rate schedules affecting those Customers.

3.2 Rate selection. Customer's service characteristics and service requirements determine the selection of the applicable rate schedule. City will use reasonable care in initially establishing service to the Customer under the most advantageous rate schedule applicable to the Customer. However, because of varying Customer usage patterns and other reasons, City cannot guarantee that the most economic applicable rate will be applied. City will not make any refunds in any instances where it is determined that Customer would have paid less for service had Customer been billed on an alternate applicable rate or provision of a rate.

4. Billing and collection.

4.1 Customer service installation and billing. Service billing periods normally consists of approximately thirty (30) days unless designated otherwise under the rate schedules or at City option.

4.1.1 Customer service installations will normally be arranged to accept only one type of standard service at one point of delivery to enable service measurement through one meter. If Customer requires more than one type of service, or total service cannot be measured through one meter according to City's normal practice, separate meters will be used and separate billing rendered for the service measured by each meter.

4.1.2 City shall ordinarily install a separate meter and issue a separate bill for each individual premise. However, adjacent and contiguous premises that are not separated by private or public property or right-of-way, and that are operated as a single, integrated unit under the same name and as part of the same business enterprise, shall be deemed a single premise for purposes of metering and billing.

4.1.3 When regular, accurate meter readings are not available or the electric usage has not been accurately measured, City may estimate Customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use, and general characteristics of Customer's load and operation.

4.1.4 In the event a meter error is discovered through a meter test, City may issue an adjusted bill to Customer for the amount of any undercharge and shall provide Customer with a refund or credit for the amount of any overcharge. Such adjustment bill shall be computed as follows:

4.1.4.1 Fast meter. If a meter is registering more than two percent (2%) fast, City shall refund to Customer the amount of the overcharge based on the corrected meter readings or the utility's estimate of the energy usage either for the known period of the meter error or, if the period of error is not known, for the period during which the meter was in use, in either situation for a period not exceeding one (1) year.

4.1.4.2 Slow meter. If a meter for residential service is registering more than twenty-five percent (25%) slow, or a meter for any other class of service is registering more than two percent (2%) slow, City may bill Customer for the amount of the undercharge based on corrected meter readings or City's estimate of the energy usage either for the known period of meter error or, if the period of the meter error is not known, for the period the meter was in use, in either situation the billing shall not exceed three (3) months for residential service and one (1) year for any other class of service.

4.1.4.3 Nonregistering meter. If a meter is found to be nonregistering, City may bill Customer for the amount of the underbillings based on City's estimate of the electric service used but not registered, for a period not exceeding one year.

4.1.5 Adjustment of bills for billing error.

4.1.5.1 A billing error is an error by City which results in incorrect billing charges to Customer. Billing errors may include incorrect meter readings or clerical errors by a City representative such as applying the wrong rate, wrong billing factor or an incorrect calculation. Billing error does not include a meter error or unauthorized use, nor any error in billing resulting from the meter dial "pegging" or being over if caused by other than City, switched or mismarked meters by other than City, improper Customer wiring, blown fuse in one energized conductor, inaccessible meter, failure of Customer to notify City of changes in Customer's equipment or operation, or failure of Customer to take advantage of a rate or condition of service which Customer is eligible.

4.1.5.2 Where City overcharges or undercharges a Customer as the result of a billing error, City may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to Customer for the amount of the overcharge, for the period of the billing error, but not to exceed three (3) years in the case of an overcharge, and, in the case of an undercharge not to exceed three (3) months for residential service and one (1) year for any other class of service.

4.2 Collection policy. The following collection policy shall apply to all Customer accounts:

4.2.1 All bills rendered by City are due and payable no later than nineteen (19) days from the billing date. Any payment not received within this time frame shall be considered past due. Bills for which payment has not been received within ten

(10) days of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of City's termination procedure. City reserves the right to suspend or terminate Customer's service for:

(a) Nonpayment of delinquent service bills;
(b) Nonpayment of service establishment charges;
(c) Nonpayment of security deposits;
(d) Nonpayment of meter test charges;
(e) Nonpayment of returned check charges;
(f) Nonpayment of late charges;
(g) Nonpayment of collection charges; and/or
(h) Declare past due service bill amounts, past due service establishment charges, past due security deposits, past due meter test charges, past due returned check charges, and past due collection charges subject to a late charge at the rate of eighteen percent (18%) per annum.

. 4.2.2 If a Customer maintains one (1) or more utility services with City and any such service is terminated for nonpayment, and Customer fails or refuses to make satisfactory payment arrangements with City, City shall be entitled to transfer, without notice to Customer, the unpaid balance of the terminated service(s) to any other active account of Customer. In addition, unpaid balances on active accounts may be transferred, without notice to Customer, to any other active account of Customer if Customer refuses to pay. Failure to pay the active account following such transfer shall result in the suspension or termination of service under that account. Notwithstanding the foregoing, residential electric service shall not be discontinued solely due to nonpayment of other classes or types of electric service.

4.3 Responsibility for payment of bills. Customer is responsible for the payment of bills for energy use recorded by the meter or estimated by City, until service is ordered discontinued, and City has had two (2) working days' time to secure a final meter reading.

4.3.1 When an error is found to exist in the billing rendered to Customer, City will correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of three (3) years from the date the error is discovered. Any refunds to Customers resulting in adjusted billings will be made promptly upon discovery by City. Under billings by City shall be billed to Customer who may be given up to one (1) year to pay if the underbilling is less than One Thousand Dollars ($1,000.00), and up to one (1) year and six (6) months to pay if underbilling is more than One Thousand Dollars ($1,000.00), without late payment penalties.

4.4 Returned checks. If City is notified by Customer's bank that a check tendered by Customer will not be honored, Customer shall be required to remit payment

in cash, by money order, certified check, or by such other means as will guarantee payment to City.

4.4.1 Customer shall be charged a fee of Twenty-Five Dollars ($25.00) for the 1st occurrence and Thirty-Five Dollars ($35.00) for any occurrence thereafter for each instance where Customer tenders payment of a bill with a check which is not honored by Customer's bank.

4.4.2 The tender of a dishonored check shall in no way:

(a) Relieve Customer of the obligation to render payment to City under the original terms of the bill; or

(b) Defer City's right to terminate service for nonpayment of bills.

4.5 Collection charge.

4.5.1 If a termination of service is required at the site of the equipment other than the meter, a reconnection charge established by City's cost of services fee schedule must be paid before service re-establishment. Customer shall be billed the normal service establishment charge in addition to the above reconnect charge on the next month's billing.

4.5.2 To avoid discontinuation of service, Customer may make payment in full, including any necessary deposit in accordance with section 2.5 or City, at its sole option, may make acceptable payment arrangements.

4.6 Payment assistance and counseling. City will provide the following services to residential Customers unable to pay their bills.

4.6.1 City will offer an installment payment plan to allow Customer to amortize past due and current amounts over a reasonable period of time. A Customer who defaults on an installment payment plan may not qualify for future installment payment arrangements. If a Customer does not comply with the terms of a payment arrangement, services will be automatically terminated without further notice. In order to reconnect service, the full amount owed must be paid.

4.6.2 Customer making payments on an installment payment plan must keep the account current as charges for service accrue.

4.6.3 City will furnish Customer, upon request, information on the availability of alternate sources of financial assistance.

4.6.4 A permanent payment due date shall be offered to residential Customers only. Residential Customers may elect a permanent payment date, which extends the utility bill due date beyond the standard nineteen (19) days from issuance.

All nonresidential Customers shall remain subject to the standard nineteen (19) day due date for payment of their utility bills.

4.7 "STOP LOSS / MAXIMUM DELINQUENCY/COLLECTION POLICY"

4.7.1 Stop-Loss Maximum. A "stop-loss" maximum amount equal to one (1) month's billing period is hereby established. Once a Customer's account reaches the stop-loss maximum amount, City shall provide the Customer with a warning as set forth in the Terms and Conditions for the various utilities established by City and as may be amended from time to time. The warning notice shall provide Customer with ten (10) days to pay the past due amount. If payment of the delinquent amount cannot be made in full within the ten (10) day period, Customer shall have the ability within that period to enter into an amortization agreement ("Payment Agreement") with City, agreeing and acknowledging that Customer's account must be kept current and that the past due amount must be paid in equal monthly installments over a period of six (6) to twelve (12) month period dependent on Customer's ability to pay. If payment installments are not paid as set forth in the Payment Agreement, Customer's utilities will be disconnected immediately and without further notice. A Payment Agreement shall only be offered to a Customer if such Customer has not defaulted on a prior Payment Agreement within the previous twelve (12) month period. If a Customer is on an active Payment Agreement and defaults thereon, a new Payment Agreement cannot be authorized and the full amount past due must be paid before services can be restored.

4.7.2 Restoring Services. Before the utilities may be restored, Customer shall be required to pay one-half (1/2) of the amount in arrears; however, in the event the account is in the "final status" (the final bill has been prepared and the Customer's deposit(s) have been applied to the outstanding balance), Customer shall be required to pay a new deposit in an amount as set forth in the Terms and Conditions. Customer shall also execute a separate Payment Agreement in which Customer agrees and acknowledges that Customer's account must be kept current and that the balance (the remaining one-half (1/2) of the amount in arrears) shall be paid in equal monthly installments over a period set in section 4.7.1. Customer shall further acknowledge and agree that service may be discontinued immediately, without further notice, if payment installments are not paid as set forth in the Payment Agreement and/or the current bill is not paid timely.

4.7.3 Collections. If services have been disconnected as a result of non-payment, and (1) Customer does not reactivate said services, and (2) the bill is in the final status, the final bill will be sent to a collections agency. City refers customarily refers delinquent accounts to a collection agency every six (6) months.

4. 7 .4 Deposits. A deposit or a letter of credit is required when a Customer is initiating electric service as set forth in the Terms and Conditions. In the event Customer receives two (2) late notices within a twelve (12) month period, a deposit will be required for continuation of service. City will provide Customer with written notice that a deposit, in the

amount equal to two (2) times Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the deposit due will be added to Customer's next utility bill. City will refund the deposit to the Customer after it has received twelve (12) months of timely payments from the Customer. City will refund the deposit to the residential Customer after it has received twelve (12) months of timely payments, and two (2) years for all other nonresidential Customers. The security deposit for Large Commercial Customers as set forth in section 2.7.3 shall be on file with City during the term of service.

4.7.5 Subsequent Deposit. In the event that, after the deposit has been refunded to Customer, Customer receives two (2) late notices within a twelve (12) month period, a subsequent/new deposit will be required for continuation of service. City will provide Customer with written notice that a new deposit, in the amount equal to two (2) times Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the new deposit due will be added to Customer's next utility bill. City will refund the deposit to Customer after City has received twelve (12) months of timely payments from Customer. (596-AC)

5. Service responsibility of City and Customer.

5.1 Responsibility -- Use of service or apparatus. City and Customer assume all responsibility on their respective sides of the point of delivery for the electric service supplied and received, as well as for any apparatus used in connection therewith.

5.1.1 Customer and City each shall save the other harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from the electric service or the use thereof on their respective sides of the point of delivery. City shall, however, have the right to suspend or terminate service in the event City should learn of service use by Customer under hazardous conditions or for illegal purposes.

5.1.2 Customer shall exercise all reasonable care to prevent loss or damage to City property installed on Customer’s premises for the purpose of supplying service to Customer.

5.1.3 Customer shall be responsible for payment of loss or damage to City property on Customer’s premises arising from neglect, carelessness or misuse, and shall reimburse City for the cost of necessary repairs or replacement.

5.1.4 Customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering or by-passing City’s meter.

5.1.5 Customer shall be responsible for notifying City of any failure in City’s equipment.

5.2 Service interruptions -- Limitations on liability of City. City shall not be liable to Customer for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where caused by City's willful misconduct or gross negligence. City may, without incurring any liability therefore, suspend Customer's electric service for periods reasonably required to permit City to accomplish repairs to or changes in any of City's facilities.

5.2.1 In the event of a national emergency or local disaster resulting in disruption of normal service, City may, in the public interest, interrupt service to other Customer to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

5.3 City access to Customer premises. City's authorized agents shall have safe access to Customer's premise at all reasonable hours to install, inspect, read, repair or remove its meters; to install, operate or maintain other City property, and to inspect and determine the connected electrical load. Neglect or refusal on the part of the Customer to provide such access shall be sufficient cause for discontinuance of service by City, and assurance of access may be required before service is restored.

5.4 Easements. All suitable easements and rights-of-way required by City for any portion of the extension which is on premises owned, leased or otherwise controlled by Customer shall be furnished in City's name by Customer without cost to City and in reasonable time to meet proposed service requirements. All easements and right-of-way obtained on behalf of City shall contain such terms and conditions as are acceptable to City.

5.5 Load characteristics. Customer shall exercise reasonable care to assure that the electrical characteristics of its load, such as unusual short interval fluctuations in demand, shall not be such as to result in impairment of service to other Customers or interference with operation of telephone, television or other communication facilities. The deviation from phase balance shall not be greater than ten percent (10%) at any time. The power factor of the load shall not be less than ninety percent (90%) lagging, but in no event leading, unless agreed to by City. In the event that Customer does not maintain such power factor, at the option of City, kva shall be substituted for kW in determining the applicable charge for billing purposes for each month in which such failure occurs.

6. Metering and metering equipment.

6.1 Customer equipment. Customer shall install and maintain all wiring and equipment beyond the point of delivery. Except for City's meters and special equipment, Customer's entire installation must conform to all applicable construction standards and safety codes, and if an inspection or permit is required by law or by City, the same must be furnished by Customer.

6.1.1 Customer shall provide in accordance with City's current service standards, at no expense to City, and close to the point of delivery, a sufficient and suitable space acceptable to City's representative for the installation of City's metering equipment.

6.1.2 Customer shall provide and maintain a clear and unobstructed work space that extends a minimum radius of three feet from the face of the electrical entrance section, and a clear and unobstructed walkway to the meter location of a minimum width of three feet. The electric entrance section work space shall have a level floor surface and a height minimum of six feet six inches to any overhead obstruction.

6.1.3 Customer shall, at his/her own expense, relocate meter or meters to a new and approved location whenever the existing meter or meters become inaccessible or work space cannot be maintained.

6.2 Service connections. City will not install and maintain any lines and equipment on Customer's side of the point of delivery except its meter. For the mutual protection of Customer and City, only authorized employees of City are permitted to make and energize the connection between City's service wire and Customer's service entrance conductors. Such employees carry credentials which they will show upon request.

6.3 Measuring Customer service. All the energy sold to the Customer will be measured by a commercially acceptable measuring device owned and maintained by the City, except where it is impractical to meter loads such as street lighting, security lighting, or special installations in which case the consumption may be calculated.

6.3.1 The readings of City's meters will be conclusive as to the amount of electric power supplied to Customer unless, there is evidence of meter tampering or energy diversion, or unless a test reveals City's meter is in error by more than plus or minus two percent (2%).

6.3.2 If there is evidence of meter tampering or energy diversion, Customer will be billed for the estimated energy consumption that would have been registered had all energy usage been properly metered.

6.3.3 If any meter after testing is found to be more than two percent in error, either fast or slow, proper correction shall be made of previous readings, and an adjusted bill shall be rendered per section 4.1.4. Customer will be billed for the estimated energy consumption that would have been registered had the meter been operating properly.

6.3.4 City shall, at the request of Customer, reread Customer's meter within ten (10) working days after such request by Customer. The cost of such rereads, which is Ten Dollars ($10), may be charged to Customer, provided the original reading was not in error.

6.4 Meter testing.

6.4.1 City shall test its meters regularly in accordance with a meter testing and maintenance program.

6.4.2 City will individually test a meter upon Customer's request. If meter is found to be within the two percent (2%) limit, City may charge Customer Twenty-Five Dollars ($25) for the cost of the meter test. The results of the test will be furnished to the Customer within a reasonable time after the test.

6.4.3 Customer shall have the right to observe any individual meter test he/she has requested, or to have present an expert or other representative appointed by him.

6.5 Master metering.

6.5.1 Resale of electricity. Customer shall not resell electricity from City to any person except:

(a) Where energy is purchased at rates specifically applicable to resale service, or

(b) Where the charge to the tenants is absorbed in the rental for the premises or space occupied, or

(c) Where Customer is owner, lessee or operator of a multi-family housing or similar facility, and submeters and resells electricity to tenants at the same rates and charges that City would charge for the service if supplied by it directly, or

(d) Qualifies for submeter resale under the criteria identified in section 6.5.4.

6.5.2 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless construction and/or expansion is individually metered by City.

6.5.3 Residential -- Apartment complexes -- Condominiums and other multiunit residential buildings. City shall refuse service to all new construction of apartment complexes and condominiums which are master metered unless the building(s) will be served by a centralized heating, ventilation and/or air conditioning system and the contractor can provide to City an analysis demonstrating that the central unit will result in a favorable cost/benefit relationship for the residents.

6.5.4 RV parks, marinas, small craft harbors and similar type service. Master metering will be allowed at RV parks, marinas, small craft harbors and similar type

of services. The master meter Customer may submeter individual spaces, slips or berths. An “extended stay” or permanent residential, commercial, recreational or similar facilities shall be individually metered by City. Existing master metered facilities shall be exempt from these requirements, except for any new facilities that are added to the RV park, marina, small craft harbor, etc., after the effective date of these terms and conditions. The rates and charges to the submeter user must not exceed those that would be applied if user was purchasing electricity directly from City.

7. Termination of service.

7.1 Customer initiated termination. A Customer requesting termination of electric service must provide City with at least two working days’ notice and a disconnect date. Customer shall remain responsible for all energy use until two working days after the disconnect notice or the requested disconnect date, whichever is later.

7.2 Termination of residential service to ill, elderly or handicapped Customers.

7.2.1 Residential Customers who are ill, elderly (over sixty-five years of age) or handicapped persons who have an inability to pay for their service will not be terminated until all of the following have been attempted.

(a) Customer has been made aware of the availability of funds from various governmental and social assistance agencies of which City is aware.

(b) City has made a diligent effort to notify a third party previously designated by Customer.

(c) City has attempted to make satisfactory payment arrangements with Customer and/or previously designated third party.

7.2.2 Residential service shall not be terminated for nonpayment if Customer or a household member depends on life-support equipment or has a life-threatening condition certified by a licensed physician, provided Customer is financially unable to pay and is willing to enter into an amortization agreement for the unpaid charges.

7.2.3 A Customer relying on the provisions of section 7.2.2 shall notify City prior to the termination date set forth in the notice that Customer or a household member depends on life-support equipment or has a life-threatening condition that would be compromised by termination of services. Further, Customer shall (i) provide certification of a licensed physician as required in section 7.2.2, and (ii) enter into a deferred payment agreement with City within ten (10) days after the scheduled termination date or service may be terminated with two (2) days' notice.

7.3 Termination with notice. City may, without liability for injury or damage, disconnect service to any Customer for any of the reasons stated below, provided City has met the termination notification requirements.

7.3.1 City may disconnect service after written notification for the following reasons:

(a) Customer violation of any City rate schedules.

(b) Failure of Customer to pay a delinquent bill for service.

(c) Failure of Customer to meet or maintain deposit requirements.

(d) Failure of Customer to provide reasonable access to City's equipment and property.

(e) Customer breach of contract for service between City and Customer.

(f) Failure of prior Customer to pay a delinquent bill for service where the prior Customer continues to reside on premises.

(g) When necessary for City to comply with an order of any governmental agency having such jurisdiction.

(h) Customer fails to establish credit, after City, for Customer convenience, provided service before credit is established or continued service to Customer when credit was to be re-established.

(i) City shall have the right to (but not the obligation) to remove any and all of its property installed on the Customer's premises upon termination of service.

7.3.2 Termination notice requirements.

a) A ten (10) day advance notice of intent to terminate service for nonpayment and reasons other than nonpayment shall be provided. Customers are solely responsible for monitoring and paying past due balances reflected in their utility bills. Such notice may be included with, or issued as part of, Customer's monthly billing statement. All ten (10) day notices shall be mailed to Customer's last known address. The failure of a Customer to receive such notice shall not exempt Customer from disconnection of service for nonpayment. Upon request, Customers may obtain a copy of the mailed ten (10) day notice.

b) A twenty-four (24) hour advance written notice shall be provided for termination of service due to dishonored checks (NSF). If a check tendered for payment of a deposit is dishonored, utility services shall be disconnected until payment in cash is received. Any Customer whose check is returned for insufficient funds shall be required to make all subsequent payments by cash, money order, or credit/debit card for a period of six (6) months.

c) Notice shall state the reason for termination.

d) Notice shall be considered given to Customer when a copy thereof is delivered to the service location or posted first class in the United States Postal Service addressed to Customer's last known address. These notices are provided as a courtesy.

f) If the violation identified in the notice has not been remedied, service may be terminated on or after the date specified in the notice without the issuance of further notice.

g) Service may only be terminated in conjunction with a personal visit to the premises by an authorized representative of City.

h) City shall have the right, but not the obligation, to remove any of its property from the premises upon termination of service.

i) When an account is terminated for nonpayment, the disconnection notice delivered to the premises shall reflect both (i) the amount stated in the ten (10) day notice, and (ii) the current bill, to reflect the total amount due. Full payment of the total amount shall be required to restore service.

7.5 Restoration of service. City shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of City.

7.6 Master meter Customers. When master metered accounts are being terminated with notice, City will make a good faith effort to notify actual users prior to the termination. The notice may be posted in a common area of the complex or building, mailed to individual apartments, spaces or suites, or hand delivered. The notice shall provide the user the right to become a Customer without being required to pay the amount due on the account. However, any conversion of service entrance equipment required to accept City service will be the user's responsibility.

8. Disputed bills and complaints.

8.1 Bill inquiries and complaint investigations. A Customer may request a bill inquiry or complaint investigation by contacting City's utilities office. An investigation will be completed by City, and Customer will be advised of the investigation's results and any action taken. If Customer is seeking to set up an extended payment arrangement, City will attempt to assist by offering an amortized payment schedule, provided Customer has not defaulted on a previous payment agreement.

8.2 Unresolved bill inquires and complaint investigation. If a Customer is not satisfied with the investigation and/or action completed by the City's utilities office, the Customer may elevate the inquiry or complaint to the next level within City staff, in the order recommended below:

(a) Utility Business Manager or Supervisor
(b) Utility Manager
(c) City Manager

8.3 Appeal to the City's Board of Public Utilities. A Customer who is not satisfied or believes the staff investigation results are incorrect or unfair, may appeal to the City's Board of Public Utilities ("Utilities Board"). The Utilities Board will hear only appeals that have not been resolved to Customer's satisfaction after the City Manager has finalized his/her review. A form to request an appeal is available at the utilities office and must be submitted at least two (2) weeks prior to a regularly scheduled Utilities Board meeting to ensure placement on the agenda. Customer is encouraged to be present at the Utilities Board hearing or have a representative present.

8.4 Appeal to the City Council. A Customer who remains unsatisfied after appealing their concerns to the Utilities Board, may appeal to the City Council for final resolution within fourteen (14) days of the date of the Utilities Board's decision. The City Clerk will assist Customer with scheduling the appeal. The Customer or his representative must be present at the City Council meeting for the appeal to be heard and/or acted upon.

8.5 Payment of disputed bills. A Customer who has requested an investigation or who is appealing a determination shall not have the electric service disconnected for nonpayment of the disputed bill. If the Customer is disputing multiple months of billing, payment for one of the months being disputed may be withheld pending determination, but all remaining months being disputed must be paid to avoid being disconnected for nonpayment. Customer must pay subsequent bills to a disputed bill, to avoid being disconnected for nonpayment.

9. Removal of facilities. Upon the termination of service, City may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying service to Customer and City shall be under no further obligation to serve Customer. If, however, City has not removed its facilities within one (1) year after termination of service, City shall thereafter give Customer thirty (30) days' written notice before removing its facilities, or else waive any re-establishment charge within the next year for the same service to the same Customer at the same location.

For purpose of this section, notice to Customer shall be deemed given at the time such notice is deposited at the U.S. Postal Service, first class mail, postage prepaid, to Customer at his/her last known address.

10. Prohibited service uses. Customer shall not use electric service for the following uses or activities. These prohibitions are necessary to prevent electric shortages and to avoid supplier penalties for excess demand requirements.

10.1 Outdoor advertising signs and lighting.

10.1.1 Illuminated billboards, signs or similar advertising or identifying signs or equipment shall not be illuminated with City electric service during daylight hours.

10.1.2 Mechanized billboards, signs or similar advertising or identifying signs or equipment shall not be operated with City service during daylight hours.

10.1.3 A nonresidential Customer may, without restricted hours of use, illuminate with City service a time and temperature sign, and two (2) business signs on its premises.

10.2 Decorative and functional outdoor lighting.

10.2.1 Outdoor lighting necessary for public safety, security, or required by law shall be exempt from the below restrictions. However, Customer shall minimize the number of lighting fixtures, and shall use energy efficient lighting for all outdoor lighting applications.

10.2.2 Nonresidential Customers shall not operate any outdoor decorative, architectural or advertising “highlighting” or floodlighting, area, spot or other similar lighting during daylight hours.

10.3 Indoor business lighting.

10.3.1 Indoor lighting necessary for public safety, security, or required by law shall be exempt from the restrictions below. However, such Customer shall limit the number of fixtures used and shall use energy efficient lighting for all indoor lighting.

10.3.2 Nonresidential Customers shall reduce lighting levels to the minimum required for security at all times the building is not occupied.

10.3.3 Customer shall not operate window display lighting during daylight hours.

10.4 Electric heating and cooling.

10.4.1 Nonresidential Customers shall be exempt from the following restrictions if higher temperatures are required for physician-certified medical reasons, mandated by law, or necessary for the preservation of perishable foods as part of their principal operations.

10.4.3 Nonresidential Customers shall not use electric services for heating/cooling during non-business hours, unless the building is occupied, or Customer can establish, and City agrees, that a net energy savings can be achieved by operating the space conditioning equipment during non-business hours.

10.4.4 Nonresidential Customers shall not heat or cool unoccupied hotel, motel or similar guest accommodation facilities in vacant guest rooms.

10.4.5 Nonresidential Customers whose building is equipped with a system that both heats and cools simultaneously, or that depends on electric lighting for total or partial heating shall operate the system to minimize electric energy use, and as close to the above guidelines as practical.

10.5 Swimming pool/spa pumps and filtration.

10.5.1 Timers shall be installed on all swimming pool pumps and filtration equipment.

10.5.2 Customer shall set the timer to between the hours of 9:00 P.M. and 9:00 A.M.

10.5.3 Customer may operate circulating pumps for solar pool heating equipment during daylight hours without restriction, except for the motor size limitations below.

Pool or Spa Sq. Ft. of Surface Area	Maximum Allowed Motor Size
520 or less	¾ H.P.
521 -- 800	1 H.P.
801 -- 1200	1-1/2 H.P.
Over 1201	Max. 1 H.P./800 sq. ft.

10.6 Noncompliance. City shall discontinue service to a Customer for noncompliance with the prohibited uses of electric energy, if after notice Customer does not correct the violation within five (5) days. Service will not be reestablished until after Customer has complied.

10.7 Exemption procedure. A Customer may request a special use exemption for a prohibited activity. The request must be in writing and shall be submitted to the Utilities Board. The request must explain why the exemption is being sought, the benefits Customer will receive from such use, the approximate amount of energy required and the desired time period. Board approval must be received prior to Customer using service for a prohibited activity.

11. Curtailment. When the availability of service is restricted and a reduction of service is required to maintain the integrity of part or the total electric system, Customer will be notified by City to reduce or terminate use of service. Such notifications may be made by mail, phone, or in person. City will curtail service on a proportionate basis, where possible, and will give service priority to Customers and/or Customer classes where health, safety and welfare will be adversely affected, when possible. Customers, who refuse or do not comply with curtailment requirements, may be terminated by the City. A service re-establishment charge of Two Hundred Dollars ($200.00) will be assessed for a first-time violation, Five Hundred Dollars ($500.00) for second violation, and One Thousand Dollars ($1,000.00) for a third violation. A Customer who violates curtailment requirements more than three times will not be allowed to reestablish service.

12. Successors and assigns. Agreements for service shall be binding upon and for the benefit of the successors and assigns of Customer and City, but no assignments by Customer shall be effective until Customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by City.

13. Warranty. There are no understandings, agreements, representations or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified herein concerning the sale and delivery of electricity by City to Customer. These terms and conditions state the entire obligation of City in connection with such sales and deliveries. (Ord. 404-AC; Ord. 463-AC.)

Article 6C-2

Sec. 6C-2-1. Conditions governing the extension of electric distribution and services. Application for City's electric service often involves construction of new facilities for various distances and costs depending upon Customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which City will extend its facilities.

All extensions are subject to the availability of adequate capacity, voltage and City facilities at the beginning point of an extension. These rules shall govern extensions of both overhead and underground electric facilities to Customers whose requirements are deemed by City to be usual and reasonable in nature.

1. Basis for extensions.

1.1 Temporary power basis: all classes of service.
1.2 Footage basis: residential only.
1.3 Economic feasibility basis: all classes of service.
1.4 Responsible resource development basis: residential service only.
1.5 Economic development basis: specific applications only.
1.6 Doubtful permanency basis: all classes of service.
1.7 Seasonal Customer basis: all classes of service.

2. Extension conditions.

2.1 Underground construction required. All new electric extensions shall be underground construction and must comply with the requirements of section 4 below. At City option, underground construction variances may be allowed for the following conditions.

2.1.1 Overhead single or three phase service lines may be constructed, if the distribution system the service line is connected to is overhead. Service lines are defined as those lines that connect directly to a transformer or secondary voltage delivery system, and are the lines extended to Customer's electric entrance equipment. However, overhead service lines may not be constructed when Customer is located in an existing or proposed overhead to underground conversion area, or in an existing or proposed underground development.

2.1.2 At City's option, twelve Kv feeder lines (as defined by City), and lines of voltages higher than twelve Kv may be constructed overhead, even though such lines are being constructed in an underground development. The construction of such lines shall not exempt Customer from undergrounding all other facilities, including any services being extended from such overhead lines.

2.1.3 At City's option, an overhead line may remain as part of a new extension, if there is an existing distribution pole line(s) on or across a recorded subdivision or development at the time of application, and the line will be utilized in the extension. However, this condition shall not apply if the pole line were serving a building or group of buildings or any other type of service which would be removed before the development is completed.

2.1.4 An overhead extension may be constructed when, in City's opinion, an underground extension is not feasible from either an engineering, operation or economic standpoint.

2.2 Irrigation Customers. Customers requiring construction of electric facilities for service to irrigation pumping will advance the total cost of construction, which may include a portion of the cost from designated irrigation substations. Advances are subject to refund as specified in section 3 below.

2.3 Temporary Customers.

2.3.1 General. Service to be rendered to a Customer for a period of less than twelve (12) consecutive calendar months shall be extended as a temporary service. City, at its option, may classify any facilities that are known to be removed after a specific period, or upon completion of a project as temporary, even though service may be rendered beyond twelve (12) consecutive months.

2.3.2 Where a temporary meter or construction meter is required to provide service to a Customer, then Customer in advance of installation or construction shall make a nonrefundable contribution equal to the cost of installing and removing the facilities required to furnish service, less the salvage value of such facilities. When the use of the service is discontinued or agreement for service is terminated, City may dismantle its facilities, and the materials and equipment provided by City will be salvaged and remain its property.

2.3.3 Construction meters which are positioned in the permanent Customer's meter location, and that require no change in the service conductor size or length to serve the permanent Customer's facilities, shall be considered permanent.

2.4 Real estate development. Extensions of electric facilities within real estate developments including residential subdivisions, industrial parks, mobile home parks, apartment complexes, planned area developments, etc., may be made in advance of application for service by permanent Customers. These extensions are eligible to qualify for either the economic feasibility, responsible resource development, or the economic development extension bases, depending upon development type. Anticipated revenues for real estate development extensions shall be calculated by City based upon the estimated electric energy to be used at each Customer location. Revenue estimates shall be made from comparable development revenue histories, and/or load information provided by the developer. Only City determined estimated revenues shall be used for economic feasibility studies.

2.4.1 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by City.

2.4.2 Apartment complexes, condominiums and other multiunit residential buildings. City shall refuse service to all new construction and/or expansion of apartment complexes and condominiums unless the construction or expansion is individually metered by City.

2.5 Seasonal Customers. Extensions of electric facilities to Customer's premises, which will be continuously occupied less than nine (9) months out of each twelve (12) month period may be made only on an economic feasibility basis.

3. Refunds.

3.1 General policy.

3.1.1 Revenues from Customers being served by an extension connected to the extension being surveyed, shall be considered only if the connected extension was made under the footage, economic feasibility, responsible resource development, or economic development basis. Such connected extensions, to be qualified for refund consideration, must have at least one active Customer within five hundred feet from the interconnection point of the extension being surveyed.

3.1.2 City shall conduct a refund survey on the annual anniversary of the execution date of the extension agreement. The survey shall use the extension basis criteria in force at the time the extension was installed to calculate any refunds. City reserves the right to apply any extension refunds to Customer's account(s), if any account(s) are delinquent or past due. Refunds shall never exceed the amount originally advanced.

3.1.3 Refunds can only be made to Customer, developer or developer's company, whoever executed the extension agreement. If development or property ownership or control changes during the refund period, it is Customer/developer's responsibility to form a refund resolution agreement between the parties of such a transaction. City will not honor any contractual or other arrangement that transfers the refund from the original Customer/developer, who executed the extension agreement to another party, even if a refund resolution agreement exists between the parties.

3.2 In lieu of revenue surveys, City may determine the number of permanent Customers connected to the extension for a residential real estate development, and a refund may be made on a "per" Customer basis. Refunds for each permanent Customer shall only be refunded one time. A permanent Customer must have service installed and be an active account at the time of the refund survey to be qualified for the refund study. The City shall specify in the extension agreement, the amount of refund per permanent Customer connected and may require a number of "qualified" Customers be connected to an extension prior to the extension qualifying for a refund survey. Once a permanent Customer has been included in a refund survey. Once a permanent Customer has been included in a refund survey, Customer shall not be counted in future surveys, regardless if such Customer is active or inactive at the time of the survey.

4. Underground construction.

4.1 General policy.

4.1.1 Customer or developer shall provide all earthwork including, but not limited to trench, boring or punching, conduits, vaults, pull boxes, manholes,

cabinet pad sites, shoring, bedding, backfill, compaction and surface restoration, in accordance with City specifications.

4.1.2 Customer or developer shall conform to City's underground installation and utility facility placement specifications and standards.

4.1.3 Customer or developer shall provide and install conduit, manholes, vaults, pull boxes, and sweeps at all proposed equipment locations. All materials and installation shall meet City specifications.

4.1.4 Customers or developers requesting underground extensions may be required to sign an underground electric extension agreement.

4.1.5 If, after construction of the extension, final clearance or grade is changed in such a way as to require relocation of the underground facilities, or results in damage to such facilities, the cost of such relocation and/or resulting repairs shall be borne by Customer or developer.

4.2 Inspection and City acceptance of trench and conduit.

4.2.1 City shall inspect Customer/developer installed trench and conduit on a mutually agreed upon date prior to Customer/developer shading and backfilling the trenching and conduit. Phased inspection may be required, and the completion and inspection dates for each phase shall be agreed to by Customer/developer and City.

4.2.2 When City has approved the trenching and conduit installation, a second inspection date shall be mutually agreed to for inspection of the trench and conduit after shading and prior to backfill.

4.2.3 When the trench and conduit shading has been approved, Customer/developer shall complete backfilling and compaction of the trench. City shall inspect final trench backfill and compaction, and approve prior to final surface restoration.

4.2.4 When the backfill and compaction has been approved, Customer/developer must complete final surface restoration of existing roadways, sidewalks, bike paths, etc. as specified by City. If the final surface of the trench is in a new development ,actual surfacing can be completed as required, City will complete the restoration and bill Customer/developer for actual costs plus appropriate overheads and/or administrative fees.

4.3 Customer owned entrance and service vault and/or space requirements.

4.3.1 City must have immediate operating access to electrical equipment at all times. Immediate access, for City approved inside building installation, is intended to mean:

4.3.1.1 Access from outside by either a door (City to have key), manhole or vault lid with no obstructions;

4.3.1.2 A security guard on location, available on a twenty-four-hour basis, with keys and access to buildings and vaults;

4.3.1.3 Disconnecting switches that can be operated outside the building or vault that will allow disconnect of the load under emergency conditions. The cost of such switches shall be paid by Customer, and shall be a nonrefundable contribution to City's extension construction. Design of such equipment must be approved by City prior to installation.

4.3.2 Padmounted transformers and similar equipment locations must have vehicle access acceptable to City, with the construction and clearances of Customer installed traffic or decorative barriers subject to City approval. Access shall include a permanent unobstructed path of sufficient size and surface to accommodate trucks and crews necessary for equipment replacement. All equipment locations must be approved by City.

4.3.3 Vaults and transformer locations inside of buildings shall have access to the outside in such a way that the electrical equipment can be directly set by a crane in the equipment cell or on the same level as the vault.

4.3.4 There shall be permanently flat and unobstructed access from this point to the equipment cell location. Exterior equipment access to the subsurface vaults shall be through unobstructed lift slabs at or above finish grade with vehicle access acceptable to City. Access shall include a permanent unobstructed path of sufficient size and surface to support trucks and cranes necessary for equipment replacement. All vault designs and locations must be approved by City.

4.3.5 In all vaults, internal to a building, Customer will provide, at no charge to City, a telephone either inside the vault or near the entrance to the vault.

4.3.6 Customer shall not store equipment or other items in equipment rooms or vaults where electric utility equipment is located.

4.4 New underground services. Customer will supply and install service conduit, per City specifications, from service stub-outs to service entrance section riser(s).

4.4.1 Single phase services. Customer shall pay a nonrefundable contribution of four dollars and forty-five cents per foot for service extension footage in

excess of one hundred fifty feet. Excess footage service extensions will only be allowed, if such extension conforms to all City service requirements.

4.4.2 Three phase services. Customer shall pay a nonrefundable contribution of five dollars and sixty-five cents per foot for service extension footage in excess of forth feet. Excess footage service extensions will only be allowed, if such extension conforms to all City service requirements.

5. Alternate electric feeds. City will provide an alternate or loop feed to a Customer as part of an extension, if requested, and provided the following requirements are met.

5.1 General requirements.

5.1.1 Customer load must be essential to public health and/or safety, as determined by City.

5.1.2 All costs for an alternate feed shall be included in the extension cost and feasibility studies.

5.2 A nonrefundable contribution shall be aid by Customer/developer for any additional construction expenses required for the alternate feed.

5.3 Customer/developer shall conform to City's underground installation and utility facility placement specifications and standards.

6. General conditions.

6.1 Voltage.

6.1.1 The extension must be designed and constructed for the operation at standard voltages used by City in the area in which the extension is located.

6.1.2 Only one voltage and one service line will be supplied to each Customer, unless the serving of multiple voltages or service lines is beneficial to City.

6.1.3 City will provide voltages other than the nearest standard distribution voltage when one or more of the following conditions exist.

6.1.3.1 The requested voltage is more beneficial to City than additions to the standard distribution voltage in the area, such as:

6.1.3.1.1 Loads that exceed the overhead or underground design limitations for the standard distribution voltage, as determined by City;

6.1.3.1.2 The voltage and subsequent line distribution equipment is more economical for City, as determined by City.

6.1.3.2 Customer's load requirement (demand) is greater than one hundred KVA "Y" (120/208 or 277/480 volts).

6.1.3.3 Customer agrees to pay a nonrefundable contribution for the special equipment, and any facility charges, if required for economic feasibility.

6.2 Three phase. Extensions of three phase service are available when a Customer has installed a single piece of equipment with a seven and one-half HP (horsepower) motor or a single air conditioning unit of six tons or more, or where total connected HP of all connected three phase motors exceed twelve HP or Customer's total load exceeds one hundred KVA. If less than the above HP or connect KVA is installed, City may at its option, when requested by the Customer, serve three-phase and require a nonrefundable contribution equal to the difference in cost between single phase and three phase construction, but in no case less than one hundred dollars.

6.3 Easements. All suitable easements or rights-of-way required by City for any portion of the extension shall be furnished in City's name by Customer without cost to or condemnation by City, and in reasonable time to meet proposed service requirements. All easements and rights-of-way obtained on behalf of City shall contain such terms and conditions as are acceptable to City.

6.4 Ownership. Except for Customer-owned facilities, all construction, including that for which Customers have made advances and/or contributions, will be owned, operated and maintained by City.

6.5 Measurement and location.

6.5.1 Any measurements used for costing of facilities must be along the proposed route of construction, as determined by City.

6.5.2 Construction is to be on public streets, roadways, highways, alleys or easements acceptable to City.

6.5.3 The extension must be a branch from, the continuation of, or an addition to, one of City's existing distribution lines.

6.6 Unusual circumstances. In unusual circumstances, as determined by City, when the application and provisions of this policy appear impractical, or in case of extensions of lines to be operated on voltages other than specified in the applicable rate structure, or in case Customer's requirements exceed two thousand kW, City will make a special study of the conditions to determine the basis on which service may be provided.

6.7 Nonstandard construction. Where extensions of electric facilities require construction that is in any way nonstandard, as determined by City, or if unusual obstructions are encountered, Customer will make a nonrefundable contribution equal to the difference in cost between standard and nonstandard construction.

6.8 Abnormal loads. City, at its option, may make extensions to serve certain abnormal loads (such as: transformer type welders, x-ray machines, wind machines, excess capacity for test purposes and loads of unusual characteristics), provided Customer makes a nonrefundable contribution equal to the total cost of such extensions, including transformers and services.

6.9 Relocation and/or overhead to underground conversions.

6.9.1 City will, when practical as determined by City in its sole and absolute discretion, relocate or convert its facilities for Customer's convenience or aesthetics, provided Customer make a nonrefundable contribution equal to the total cost of relocation or conversion, including any residual value for the remove overhead facilities.

6.9.2 When the relocation or conversion is in conjunction with added revenue, as determined by City, and is not for Customer's convenience or aesthetics, then City may consider the cost of such relocation or conversion in its economic feasibility studies.

6.10 Changing a master meter to individual meters. City will convert its facilities from a master metered system to a permanent individually metered system at Customer's request, provided Customer make a nonrefundable contribution equal to the residual value, plus the removal costs less salvage of the master meter facilities. The new facilities to serve the individual meters will be extended on an economic feasibility basis.

6.11 Change in Customer's service requirements. City will rebuild or revamp existing facilities to meet Customer's added load or change in service requirements based on upon an economic feasibility study. If the estimated additional revenue from such upgrades or changes pays City's total construction costs within five (5) years for residential Customers, and two (2) years for nonresidential Customers, then such upgrades or changes shall be completed free of charge for the Customer. If the upgrades or changes do not provide adequate revenues, then the Customer shall make a nonrefundable contribution to the City for the total cost of construction. The City reserves the right to refuse such rebuild or revamp requests, when such requests are not consistent with the terms and conditions for the sale of electric services, or the City's electrical engineering standards. Residential service entrance equipment upgrades or rebuilds are exempt from these requirements.

6.12 Design deposit. Any applicant requesting City to prepare detailed plans, specifications or cost estimates may be required to deposit with City an amount equal to the estimated costs of preparation. Where the applicant authorizes City, within

twelve (12) months of the completed estimate, to proceed with construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. City will prepare without charge, a preliminary sketch and rough estimate of the costs to extend electric service to a project upon request.

7. Footage basis extensions.

7.1 General policy. Footage basis extensions may be made only if all of the following conditions exist:

7.1.1 Applicant shall be a new permanent residential Customer or group of new permanent residential Customers. A Customer shall be considered permanent when:

(a) Service will be rendered to Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service; and

(d) The meter will be installed within thirty (30) days after completion of the extension.

7.1.2 The extension cannot exceed seven hundred fifty (750) feet per Customer to be connected, not a total extension distance of two thousand five hundred feet.

7.1.3 The extension must be along the shortest practical route to the nearest practical point of delivery on each Customer premises, as determined by City.

7.1.4 The estimated construction cost, including transformers and services, cannot exceed Fifteen Thousand Dollars ($15,000).

7.2 Free extensions. The extension, (if the conditions specified in section 7.1 are met and the total extension does not exceed seven hundred fifty (750) feet per new permanent residential Customer, or a maximum of two thousand five hundred (2,500) feet for the entire extension, or Fifteen Thousand Dollars ($15,000)), will be constructed at no cost by City.

7.3 Extensions over the free distance. Extensions over the free distance. Extensions which meet the conditions specified in section 7.1, but which exceed the free distance in section 7.2, may still qualify for a footage basis extension provided Customer or Customers sign an extension agreement and advance the cost of such additional footage.

7.4 Advances are subject to refund.

7.5 Real estate developments are not eligible for this footage basis extensions.

8. Economic feasibility basis extensions.

8.1 General policy. Economic feasibility basis extensions may be made only if all of the following conditions exist:

8.1.1 Extension shall be for a new permanent Customer or group of new permanent Customers. A Customer shall be considered permanent when:

(a) Service will be rendered to Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

8.1.2 The total extension is determined to be economically feasible for City, as defined in section 8.2.

8.1.3 Customer pays total extension costs in advance of scheduling construction, including transformers, metering and services.

8.2 Extension qualifications. Extensions shall be allowed, when the conditions in section 8.1 are met and the extension is determined to be economically feasible by City. Economic feasibility shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide and adequate rate of return on investment to City.

8.3 Extensions not qualifying. City, at its option, may extend its facilities to Customers whose use does not satisfy the economic feasibility requirements of section 8.2, provided such Customers sign an extension agreement and agree to pay a special rate or an annual facilities charge to make the facilities economically feasible.

8.4 Advances are subject to refund.

9. Responsible resource development basis (residential real estate developments only).

9.1 General policy. The responsible resource development basis extension is structured to encourage total resource management and conservation equipment, applications and appliances in residential real estate developments being served by the City. The qualifications for the responsible resource development basis are periodically modified to ensure that the criteria being used represent the current energy, water and wastewater standards and technologies within the utility and home building industries. Since the responsible resource development extension involves City financial participation, the developer may be required to provide additional development and/or financial information prior to the approval of the extension. Responsible resource development basis extensions are available only if all of the following conditions exist:

9.1.1 The residential development being developed is for new permanent residential Customers: A Customer shall be considered permanent when:

(a) Service will be rendered to the Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

9.1.2 When fully developed, the electric extension(s) inside the development, shall not exceed five hundred (500) feet per permanent Customer, including service line footage.

9.1.3 The final development and/or phase of the development is determined to be economically feasible by City. “Economic feasibility” shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to City.

9.1.4 The developer agrees to meet the responsible resource development basis equipment, appliance and application requirements for electric , water and wastewater in each residence and common area or amenity facilities.

9.1.5 The developer agrees to provide, if requested, any information needed to assess the project’s feasibility, developer’s financial ability, developer’s business or development history, and/or the developer’s plans for the project.

9.1.6 Developer pays a nonrefundable contribution for the construction of the electric, water, wastewater facilities to the property line of the development, and for any unusual or nonstandard construction requirements inside the development.

9.1.7 The development is total electric, except for alternate energy services which may be provided or approved by City.

9.1.8 The developer agrees to advertise the development with point of purchase displays, and to include City's responsible resource development program name and logo on all signs and other advertising materials at developer's cost.

9.2 Extension qualifications. An extension shall be qualified when the conditions in section 9.1 have been met and agreements executed.

9.3 Extensions not qualifying. If an extension does not qualify or is not accepted, it may be evaluated at developer's request to determine if it qualifies for the economic feasibility basis.

9.4 Benefits provided developers who qualify for a responsible resource development basis extension.

9.4.1 Developer will not be required to advance construction money for the installation of electric facilities within the development, except as required in section 9.5 and 9.6.

9.4.2 City will respond to requests for installation of extensions, service and/or meters to homes, condominiums, apartments and/or mobile homes within the development with priority service.

9.4.3 City may provide advertising materials, incentives and/or other support to the developer, if the developer agrees to use the promotional materials to help explain and promote the advantages of buying a home or lot that has been approved for a responsible resource development basis extension.

9.5 Extensions to developer built home, condominium, apartment and mobile home developments.

9.5.1 Developer shall submit individual home, condominium, apartment and/or mobile home constructions plans, appliances and insulation details to City for review and approval. If the plans meet the responsible resource development basis criteria, City will prepare the electric extension design and an agreement to construct electric distribution facilities, which must be executed prior to extension construction.

9.5.2 The developer shall make a nonrefundable construction advance for the installation of electric facilities to the property line of the development. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.5.2.1 A development construction plan has been submitted to and accepted by City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.5.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment or facilities from which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of Five Dollars and Eighty-Five Cents ($5.85), for the additional footage.

9.5.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or “plugged” conduits, equipment pads, vaults and similar equipment. The developer shall reimburse City for any repairs or replacements made by the City during construction because of damage or “plugged” equipment. City may, but shall not be obligated to, make such repairs or replacement while installing facilities.

9.5.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of electric facilities to serve any home, condominium, apartment or mobile home.

9.5.2.5 All installations must be according to City specifications and requirements.

9.6 Extensions to lot sales only subdivision.

9.6.1 Developer shall require lot purchasers to meet or exceed the responsible resource development basis criteria, in effect at time of residence is constructed, for equipment, appliances and applications by establishing such criteria as part of the development conditions, covenants and restrictions. The developer shall also provide each individual purchaser with information on the equipment, appliance and application criteria required for building on the lot prior to close of escrow.

9.6.2 The developer shall make a nonrefundable contribution for the installation of electric facilities to the property line of the development. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.6.2.1 A development construction plan has been submitted to and accepted by City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.6.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment/facilities form which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of Five Dollars and Eighty-Five Cents ($5.85), for additional footage.

9.6.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or “plugged” conduits, equipment pads, vaults and similar equipment. The developer shall reimburse City for any repairs or replacements made by City during construction because of damage or “plugged” equipment. City may, but shall not be obligated to make such repairs or replacement while installing facilities.

9.6.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of the electric facilities to serve any home, condominium, apartment or mobile home.

9.6.2.5 All installations must be according to City specifications.

10. Economic development basis.

10.1 General policy. The economic development basis is structured to encourage business development in areas being served by the City. The qualifications for economic development extensions are periodically modified to ensure the general economic development philosophies of the community are being maintained. Since economic development extensions usually involve City financial participation, the developer may be required to provide additional information prior to the approval of the

extension. Economic development extensions are available only if all of the following conditions exist:

10.1.1 Applicant will be new permanent Customer or group of new permanent Customers. A Customer shall be considered permanent when:

(a) Service will be rendered to the Customer for a period greater than twelve months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

10.1.2 The total extension is determined to be economically feasible for City. “Economic feasibility” shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to City.

10.1.3 The development meets the economic development basis qualifications, as determined by the Utilities Board and City Council.

10.1.4 Customer/developer requests the extension be completed using the economic development basis.

10.1.5 Customer/developer agrees to provide, if requested by either the City Council or the Utilities Board, any information needed to assess the project’s feasibility, Customer’s/developer’s financial ability, Customer’s/developer’s business or development history, and/or Customer’s/developer’s plans for the project.

10.1.6 Customer/developer pays any required advance for construction.

10.2 Extension qualifications. Extensions shall be allowed when the conditions in section 10.1 have been met and approval for an economic extension is granted by the Utilities Board and City Council.

10.3 The benefits provided to a Customer/developer form the economic development basis shall be determined on an individual application basis by the board of public utilities and City Council.

10.4 Extensions not qualifying. If an extension does not qualify or is not accepted by the board of public utilities or the City Council, Customer/developer may request an economic feasibility basis extension.

11. Doubtful permanency basis.

11.1 Extensions shall be made on a doubtful permanency basis, when in City's opinion Customer's application for service is not expected to be permanent, but is expected to be an active Customer for more than twelve consecutive months. Doubtful permanency Customers will be required to advance the total construction and removal cost, less any salvage value of the extension. Refunds of such advances will be calculated using the economic feasibility refund criteria.

11.2 Extensions to mobile or modular housing shall be completed on the doubtful permanency basis, unless Customer has:

11.2.1 Sewer or septic system installed;

11.2.2 Permanent water system installed;

11.2.3 Electric service entrance equipment installed.

12. Settlement of disputes. Any dispute between Customer or prospective Customer and City regarding the interpretation of these conditions governing extensions of electric distribution lines and services may, by either party, be referred to the board of public utilities for determination.

13. Interest. All advances made by Customer to City in aid of construction shall be noninterest bearing.

14. Extension Agreements. All line extensions requiring payment by Customer shall be in writing and signed by both Customer and City. (Ord. 404-AC.)

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: Warrants

Background: **n/a**

Fiscal Impact: See attached Warrant Registers

Environmental Impact: n/a

Recommended Action: Approve the Warrant Registers through October 28, 2025.

Submitted By: Jill Taura, Interim Director of Finance

City Manager Approval: _____ Date: 10-21-25

Other Department Approval (when required): _____ Date: _____

CITY OF NEEDLES CITY COUNCIL

WARRANT SUMMARY TOTALS FOR OCTOBER 28, 2025

		10/28/2025	FUND AMT.	YTD ACTUAL	BUDGET FY-25/26
FUND 101	GENERAL FUND	$ 120.50			
101.1015.412	CITY ATTORNEY	$ 5,800.00		$ 17,584.80	$ 80,000.00
101.1020.413	CITY MANAGER	$ 11.77		$ 42,862.27	$ 239,758.00
101.1025.415	FINANCE DEPT.	$ 9,915.48		$ 228,922.21	$ 1,194,656.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 7,561.61		$ 44,552.90	$ 262,348.00
101.1035.416	PLANNING /ZONING	$ 433.27		$ 43,519.29	$ 264,816.00
101.1040.417	ENGINEERING	$ 2,733.27		$ 45,793.24	$ 292,201.00
101.1060.410	COMMUNITY PROMOTIONS	$ 1,321.25		$ 9,731.25	$ 106,875.00
101.1070.410	SENIOR CENTER	$ 1,835.14		$ 28,001.64	$ 85,440.00
101.2010.421	SHERIFF	$ 78,900.45		$ 984,909.41	$ 4,149,969.00
101.2020.423	ANIMAL SHELTER/CONTROL	$ 2,923.86		$ 63,019.61	$ 344,967.00
101.2025.424	BULDING & SAFETY	$ 673.35		$ 67,742.81	$ 458,902.00
101.2030.423	CODE ENFORCEMENT	$ 19,917.57		$ 105,398.56	$ 619,611.00
101.3010.431	PUBLIC WORKS	$ 7,611.77		$ 159,557.04	$ 772,393.00
101.4730.472	SANITATION	$ 513.64		$ 19,860.64	$ 175,673.00
101.5770.452.	AQUATICS	$ 5,165.36		$ 82,122.82	$ 322,940.00
101.5772.452	PARKS	$ 3,946.17		$ 167,221.98	$ 946,980.00
101.5773.452	JACK SMITH PARK MARINA	$ 133.62		$ 33,830.79	$ 164,115.00
101.5774.452	RECREATION	$ 613.74		$ 80,867.21	$ 454,046.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 150,131.82	$ -	$ 10,935,690.00
FUND 102	GEN. FUND CAPITAL PROJECT		$ -	$ 87.10	$ 1,000,000.00
FUND 205	CDBG		$ -	$ -	$ 7,900.00
FUND 206	CEMETERY		$ -	$ 54,575.98	$ 266,055.00
FUND 208	CALTRANS GRANTS		$ -	$ -	$ -
FUND 210	SPECIAL GAS TAX		$ -	$ -	$ 643,684.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		$ -	$ -	$ -
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ -	$ 800,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ 744.86	$ 29,447.86	$ 283,450.00
FUND 227	HAZARD MITIGATION		$ -	$ -	$ 15,000.00
FUND 233	JACK SMITH PARK MARINA		$ -	$ -	$ -
FUND 238	STATE RECREATION GRANTS		$ -	$ -	$ -
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ -	$ 18,227.00
FUND 243	ACTIVE TRANSPORT PROGRAM		$ 17,170.00	$ 29,472.50	$ 1,858,995.00
FUND 270	REDEVELOPMENT AGENCY		$ -	$ -	$ -
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$ 56,726.00
FUND 501	NPUA		$ 38.66	$ -	$ 2,550,503.00
FUND 502	WATER DEPARTMENT		$ 19,391.28	$ 416,321.56	$ 2,376,734.00
FUND 503	WASTEWATER DEPARTMENT		$ 34,735.12	$ 238,836.58	$ 1,396,598.00
FUND 505	SANITATION		$ 110,921.30	$ 469,450.39	$ 1,827,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		$ 404.97	$ 34,094.59	$ 1,246,800.00
FUND 507	GOLF FUND	$ -		$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ 29,837.92		$ 112,841.84	$ 665,673.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ 2,559.05		$ 43,640.65	$ 458,231.00
FUND 507	GOLF FUND TOTAL		$ 32,396.97		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 1,782.08	$ 86,103.21	$ 495,827.00
FUND 509	MIS		$ 59,028.52	$ 120,813.52	$ 358,200.00
FUND 510	ADMIN. FACILITY		$ 6,374.51	$ 50,270.65	$ 364,253.00
FUND 511	FLEET MANAGEMENT		$ 10,323.74	$ 63,291.98	$ 306,904.00
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$ -
FUND 520	SR DIAL A RIDE		$ 6,490.92	$ 20,746.82	$ 629,992.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ 1,875.56	$ 6,052.77	$ 55,211.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ 37,251.65	$ 129,843.34	$ 16,838.00
FUND 575	HOUSING		$ 11,544.45	$ 300,382.34	$ 1,107,428.00
FUND 580	ELECTRIC		$ 51,375.80	$ 930,395.37	$ 12,909,933.00
FUND 581	NPUA CAPITAL ELECTRIC		$ -	$ 309,089.06	$ 573,000.00
FUND 582	NPUA CAPITAL WATER		$ -	$ 188,325.00	$ 1,850,000.00
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$ -
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ -	$ -
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ -	$ -
TOTAL	ALL FUNDS & DEPARTMENTS		**$ 551,982.21**	$ 5,859,581.58	$ 45,074,867.00

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

Patrick Martinez, City Manager — Date 10-21-25

Finance Department — Date

Virginia Tasker, City Treasurer — Date 10-21-25

Agenda Item 8.

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
25403	3305	00	AGUA CALIENTE	10/28/2025	25,012.00	.00
25404	1924	00	AHA MACAV POWER SERVICE	10/28/2025	980.00	.00
25405	1	00	ALI, MELISSA	10/28/2025	38.66	.00
25406	4227	00	AMAZON CAPITAL SERVICES	10/28/2025	113.15	.00
25407	4216	00	ASSURED DOCUMENT DESTRUCTION, INC	10/28/2025	65.00	.00
25408	3750	00	AUTO ZONE	10/28/2025	462.71	.00
25409	2629	00	BARON PEST SOLUTIONS	10/28/2025	133.00	.00
25410	4289	00	BIG O TIRES	10/28/2025	1,708.95	.00
25411	3595	00	BOOT BARN	10/28/2025	261.45	.00
25412	7	00	BORDER STATES INDUSTRIES, INC.	10/28/2025	11,993.20	.00
25413	3479	00	BRAUN BLAISING & WYNNE,P.C.	10/28/2025	384.29	.00
25414	3392	00	BUG EMERGENCY INC.	10/28/2025	72.00	.00
25415	4017	00	C&B IMPORTING LLC	10/28/2025	279.67	.00
25416	2786	00	CACEO	10/28/2025	100.00	.00
25417	455	00	CULLIGAN WATER COND.	10/28/2025	48.16	.00
25418	3645	00	CVSTRATEGIES	10/28/2025	7,700.00	.00
25419	4052	00	DECKARD TECHNOLOGIES, INC.	10/28/2025	12,600.00	.00
25420	440	00	DECO FOODSERVICE INCORP.	10/28/2025	603.40	.00
25421	3580	00	DIAMOND PURE WATER	10/28/2025	102.00	.00
25422	3561	00	DIVISION OF THE STATE ARCHITECT	10/28/2025	120.50	.00
25423	3462	00	EUSI LLC	10/28/2025	27,690.14	.00
25424	91	00	FERGUSON WATERWORKS	10/28/2025	1,846.22	.00
25425	3451	00	GREENS ELECTRIC, LLC	10/28/2025	389.85	.00
25426	3966	00	GT GOLF SUPPLIES	10/28/2025	165.73	.00
25427	2612	00	HARDWARE EXPRESS	10/28/2025	720.30	.00
25428	3712	00	HENDERSON CHEVROLET COMPANY	10/28/2025	49.09	.00
25429	4240	00	HOLIDAY OUTDOOR DECOR	10/28/2025	1,890.00	.00
25430	3864	00	HORIZON TECHNOLOGIES INC.	10/28/2025	980.00	.00
25431	4000	00	JARROD DELEON	10/28/2025	217.87	.00
25432	4293	00	JJK WORKPLACE,LLC	10/28/2025	8,820.00	.00
25433	4070	00	KATHY RAASCH	10/28/2025	473.20	.00
25434	4254	00	KIMLEY-HORN AND ASSOCIATES,INC	10/28/2025	17,170.00	.00
25435	61	00	KNORR SYSTEMS, INT'L	10/28/2025	4,164.02	.00
25436	3977	00	LANDIS+GYR TECHNOLOGY, INC	10/28/2025	2,205.00	.00
25437	3240	00	LESLIE'S POOL SUPPLIES	10/28/2025	961.56	.00
25438	153	00	MOHAVE COUNTY TREASURER	10/28/2025	7,239.58	.00
25439	2189	00	MOHAVE ENVIRONMENTAL LAB	10/28/2025	70.00	.00
25440	178	00	NAPA PARTS,TIRES & SERVICE	10/28/2025	1,324.89	.00
25441	1786	00	NPUA	10/28/2025	12,630.55	.00
25442	1786	00	NPUA	10/28/2025	9,244.97	.00
25443	3315	00	ONLINE COLLECTIONS	10/28/2025	86.24	.00
25444	740	00	OUR TOWN MAGAZINE	10/28/2025	372.30	.00
25445	239	00	PHILLIPS EXCAVATING INC.	10/28/2025	805.97	.00
25446	15	00	QUILL LLC	10/28/2025	1,097.20	.00
25447	818	00	R & R PRODUCTS INC.	10/28/2025	779.13	.00
25448	2861	00	REINKE A/C CORP.	10/28/2025	625.45	.00
25449	309	00	REPUBLIC SERVICES #785	10/28/2025	110,921.30	.00
25450	2068	00	RICOH USA, INC.	10/28/2025	401.91	.00
25451	4049	00	ROGER MILLER	10/28/2025	457.00	.00
25452	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	10/28/2025	78,256.42	.00
25453	2589	00	SAN BERNARDINO COUNTY	10/28/2025	10,175.75	.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
25454	1695	00	SILVER STATE HYDRALIC SERVICE INC.	10/28/2025	684.65	.00
25455	4001	01	SIMPLOT TURF & HORTICULTURE	10/28/2025	27,282.30	.00
25456	3344	00	SLOVAK BARON & EMPEY LLP	10/28/2025	27,060.95	.00
25457	4121	01	SMART DOCUMENT SOLUTION	10/28/2025	179.05	.00
25458	2292	00	SPS VAR, LLC	10/28/2025	47,948.75	.00
25459	3631	00	STOTZ EQUIPMENT	10/28/2025	349.63	.00
25460	4232	00	SWANNIES GOLF APPAREL	10/28/2025	559.26	.00
25461	3826	00	SWEEPER SHOP	10/28/2025	6,346.15	.00
25462	779	00	THATCHER COMPANY OF NEVADA, INC	10/28/2025	3,179.17	.00
25463	231	00	THE MERLIN GROUP	10/28/2025	408.94	.00
25464	4008	00	THE PRINTER GUYS LLC	10/28/2025	3,002.88	.00
25465	3810	00	TIREHUB, LLC	10/28/2025	1,388.89	.00
25466	3950	00	TKE ENGINEERING INC	10/28/2025	2,300.00	.00
25467	3917	00	TOUCHSTONE GOLF LLC	10/28/2025	316.16	.00
25468	3873	00	TRANSPORTATION CONCEPTS	10/28/2025	45,618.13	.00
25469	3266	00	TRI STATE TOOL REPAIR	10/28/2025	66.60	.00
25470	772	00	TRI-STATE ACE HARDWARE	10/28/2025	1,248.30	.00
25471	2819	00	TRI-STATE HOSE & FITTINGS	10/28/2025	45.26	.00
25472	4207	00	TRIPEPI SMITH AND ASSOCIATES,INC	10/28/2025	1,321.25	.00
25473	3272	00	ULINE	10/28/2025	771.75	.00
25474	3825	00	ULTRA PEST CONTROL, LLC	10/28/2025	50.00	.00
25475	315	00	UNDERGROUND SERVICE ALERT OF SO CAL	10/28/2025	699.42	.00
25476	3830	00	UNIFIRST CORPORATION	10/28/2025	1,295.78	.00
25477	761	00	USABLUEBOOK	10/28/2025	1,422.49	.00
25478	3702	00	WEST VENTURES INC. DBA:A TOE TRUCK	10/28/2025	224.00	.00
25479	326	00	WESTERN ALARM SERVICE INC.	10/28/2025	60.00	.00
25480	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	10/28/2025	1,452.90	.00
25481	3828	00	3D-NETWORKS LLC	10/28/2025	11,689.77	.00

NUMBER OF CHECKS 79 GRAND TOTAL 551,982.21

Agenda Item 8.

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25403	3305	AGUA CALIENTE	002636		10/28/2025	580-4750-473.63-10	25,012.00		
							25,012.00	*	25,012.00
25404	1924	AHA MACAV POWER SERVICE	002487		10/28/2025	580-4750-473.61-21	980.00		
							980.00	*	980.00
25405	1	ALI, MELISSA	UT		10/28/2025	501-0000-211.00-00	38.66		
							38.66	*	38.66
25406	4227	AMAZON CAPITAL SERVICES	002475		10/28/2025	502-4710-471.61-01	36.23		
			002476		10/28/2025	503-4720-475.61-01	36.23		
			002477		10/28/2025	580-4750-473.61-01	36.24		
			002478		10/28/2025	502-4710-471.61-01	36.23-		
			002479		10/28/2025	503-4720-475.61-01	36.23-		
			002480		10/28/2025	580-4750-473.61-01	36.24-		
			002605		10/28/2025	502-4710-471.61-01	37.72		
			002606		10/28/2025	503-4720-475.61-01	37.71		
			002607		10/28/2025	580-4750-473.61-01	37.72		
							113.15	*	113.15
25407	4216	ASSURED DOCUMENT DESTRUCT	002702		10/28/2025	575-5555-485.31-90	65.00		
							65.00	*	65.00
25408	3750	AUTO ZONE	002576		10/28/2025	511-3021-432.43-26	24.41		
			002628		10/28/2025	502-4710-471.43-03	41.35		
			002703		10/28/2025	511-3021-432.43-26	28.92		
			002704		10/28/2025	511-3021-432.43-26	9.04		
			002705		10/28/2025	511-3021-432.43-36	75.55		
			002706		10/28/2025	511-3021-432.43-26	31.98		
			002707		10/28/2025	511-3021-432.43-26	137.18		
			002708		10/28/2025	511-3021-432.43-26	76.56		
			002709		10/28/2025	511-3021-432.43-26	37.72		
							462.71	*	462.71
25409	2629	BARON PEST SOLUTIONS	002570		10/28/2025	510-4410-405.43-01	95.00		
			002711		10/28/2025	511-3020-432.43-29	38.00		
							133.00	*	133.00
25410	4289	BIG O TIRES	002710		10/28/2025	511-3021-432.43-26	1,708.95		
							1,708.95	*	1,708.95
25411	3595	BOOT BARN	002537		10/28/2025	580-4750-473.60-28	261.45		
							261.45	*	261.45
25412	7	BORDER STATES INDUSTRIES,	002579		10/28/2025	580-4750-473.60-55	68.52-		
			PI0050	026055	10/28/2025	580-4750-473.60-55	11,368.67		
			002820		10/28/2025	580-4750-473.60-55	693.05		
							11,993.20	*	11,993.20
25413	3479	BRAUN BLAISING & WYNNE,P.	002562		10/28/2025	580-4750-473.31-50	199.04		

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25413	3479	BRAUN BLAISING & WYNNE,P.	002563		10/28/2025	580-4750-473.31-50	185.25		
							384.29	*	384.29
25414	3392	BUG EMERGENCY INC.	002784		10/28/2025	507-5762-454.43-08	72.00		
							72.00	*	72.00
25415	4017	C&B IMPORTING LLC	002543		10/28/2025	507-5762-454.44-10	279.67		
							279.67	*	279.67
25416	2786	CACEO	002625		10/28/2025	101-2030-423.56-00	100.00		
							100.00	*	100.00
25417	455	CULLIGAN WATER COND.	002712		10/28/2025	511-3020-432.43-29	48.16		
							48.16	*	48.16
25418	3645	CVSTRATEGIES	PI0056	026041	10/28/2025	502-4710-471.31-90	3,850.00		
			PI0057	026041	10/28/2025	503-4720-475.31-90	3,850.00		
							7,700.00	*	7,700.00
25419	4052	DECKARD TECHNOLOGIES, INC	PI0046	026050	10/28/2025	101-1025-415.61-09	6,300.00		
			PI0047	026050	10/28/2025	101-2030-423.61-09	6,300.00		
							12,600.00	*	12,600.00
25420	440	DECO FOODSERVICE INCORP.	002538		10/28/2025	507-5762-454.61-06	31.02		
			002539		10/28/2025	502-4710-471.61-21	234.24		
			002540		10/28/2025	580-4750-473.61-21	234.24		
			002785		10/28/2025	507-5762-454.61-06	103.90		
							603.40	*	603.40
25421	3580	DIAMOND PURE WATER	002390		10/28/2025	101-5774-452.61-01	12.00		
			002393		10/28/2025	510-4410-405.61-01	48.00		
			002541		10/28/2025	503-4720-475.43-02	6.00		
			002629		10/28/2025	101-5774-452.61-01	18.00		
			002715		10/28/2025	511-3020-432.43-29	18.00		
							102.00	*	102.00
25422	3561	DIVISION OF THE STATE ARC	002555		10/28/2025	101-0000-321.04-00	120.50		
							120.50	*	120.50
25423	3462	EUSI LLC	002617		10/28/2025	503-4720-475.61-21	1,512.90		
			PI0045	026032	10/28/2025	503-4720-475.31-98	26,177.24		
							27,690.14	*	27,690.14
25424	91	FERGUSON WATERWORKS	002639		10/28/2025	502-4710-471.41-10	1,846.22		
							1,846.22	*	1,846.22
25425	3451	GREENS ELECTRIC, LLC	002585		10/28/2025	580-4750-473.43-13	100.88		
			002692		10/28/2025	580-4750-473.60-55	97.51		
			002693		10/28/2025	580-4750-473.60-55	22.48		
			002694		10/28/2025	580-4750-473.60-55	125.91		

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25425	3451	GREENS ELECTRIC, LLC	002695		10/28/2025	580-4750-473.60-55	43.07		
							389.85	*	389.85
25426	3966	GT GOLF SUPPLIES	002786		10/28/2025	507-5762-454.44-10	165.73		
							165.73	*	165.73
25427	2612	HARDWARE EXPRESS	002387		10/28/2025	101-5770-452.43-02	18.31		
			002388		10/28/2025	101-5770-452.43-02	5.37		
			002389		10/28/2025	101-5770-452.43-02	16.10		
			002527		10/28/2025	503-4720-475.43-14	21.94		
			002581		10/28/2025	580-4750-473.43-57	8.60		
			002582		10/28/2025	580-4750-473.43-57	8.61		
			002584		10/28/2025	580-4750-473.60-55	26.93		
			002592		10/28/2025	101-3010-431.43-08	10.77		
			002593		10/28/2025	101-5772-452.60-40	43.01		
			002594		10/28/2025	101-5772-452.43-18	30.16		
			002595		10/28/2025	101-5772-452.60-40	24.78		
			002596		10/28/2025	101-5772-452.43-18	17.43		
			002597		10/28/2025	101-5772-452.43-18	10.74		
			002598		10/28/2025	101-5772-452.61-06	11.85		
			002599		10/28/2025	101-5772-452.60-40	28.84		
			002600		10/28/2025	101-3010-431.61-33	51.71		
			002601		10/28/2025	101-3010-431.60-11	9.97		
			002627		10/28/2025	503-4720-475.43-02	37.22		
			002630		10/28/2025	502-4710-471.60-55	69.97		
			002631		10/28/2025	502-4710-471.60-55	38.76		
			002632		10/28/2025	101-5774-452.43-18	40.26		
			002633		10/28/2025	101-5774-452.43-18	73.26		
			002716		10/28/2025	101-3010-431.43-08	4.63		
			002717		10/28/2025	101-3010-431.43-08	7.00		
			002718		10/28/2025	101-5772-452.61-12	37.70		
			002719		10/28/2025	101-5772-452.61-33	17.23		
			002787		10/28/2025	507-5762-454.61-06	49.15		
							720.30	*	720.30
25428	3712	HENDERSON CHEVROLET COMPA	002720		10/28/2025	511-3021-432.43-26	49.09		
							49.09	*	49.09
25429	4240	HOLIDAY OUTDOOR DECOR	002616		10/28/2025	580-4750-473.60-55	1,890.00		
							1,890.00	*	1,890.00
25430	3864	HORIZON TECHNOLOGIES INC.	002489		10/28/2025	101-2020-423.52-10	70.00		
			002490		10/28/2025	101-2030-423.52-10	70.00		
			002491		10/28/2025	508-4810-478.52-10	70.00		
			002492		10/28/2025	503-4720-475.52-10	140.00		
			002493		10/28/2025	502-4710-471.52-10	280.00		
			002494		10/28/2025	580-4750-473.52-10	175.00		
			002495		10/28/2025	101-3010-431.52-10	175.00		
							980.00	*	980.00

Agenda Item 8.

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25431	4000	JARROD DELEON	002571		10/28/2025	507-5761-453.43-04	217.87		
							217.87	*	217.87
25432	4293	JJK WORKPLACE,LLC	PI0051	026054	10/28/2025	101-2020-423.31-40	1,470.00		
			PI0052	026054	10/28/2025	101-3010-431.31-40	2,940.00		
			PI0053	026054	10/28/2025	502-4710-471.31-40	1,470.00		
			PI0054	026054	10/28/2025	508-4810-478.31-40	1,470.00		
			PI0055	026054	10/28/2025	575-5555-485.31-40	1,470.00		
							8,820.00	*	8,820.00
25433	4070	KATHY RAASCH	002816		10/28/2025	101-2030-423.55-00	118.30		
			002817		10/28/2025	101-1035-416.55-00	118.30		
			002818		10/28/2025	101-1040-417.55-00	118.30		
			002819		10/28/2025	101-2025-424.55-00	118.30		
							473.20	*	473.20
25434	4254	KIMLEY-HORN AND ASSOCIATE	PI0060	026021	10/28/2025	243-3010-431.31-16	7,747.50		
			PI0061	026021	10/28/2025	243-3010-431.31-16	9,422.50		
							17,170.00	*	17,170.00
25435	61	KNORR SYSTEMS, INT'L	002634		10/28/2025	101-5770-452.60-32	4,164.02		
							4,164.02	*	4,164.02
25436	3977	LANDIS+GYR TECHNOLOGY, IN	002637		10/28/2025	580-4750-473.56-00	2,205.00		
							2,205.00	*	2,205.00
25437	3240	LESLIE'S POOL SUPPLIES	002386		10/28/2025	101-5770-452.43-04	961.56		
							961.56	*	961.56
25438	153	MOHAVE COUNTY TREASURER	002691		10/28/2025	101-1030-414.69-28	7,239.58		
							7,239.58	*	7,239.58
25439	2189	MOHAVE ENVIRONMENTAL LAB	002392		10/28/2025	101-5774-452.31-42	70.00		
							70.00	*	70.00
25440	178	NAPA PARTS,TIRES & SERVIC	002529		10/28/2025	507-5761-453.43-04	10.63		
			002530		10/28/2025	507-5761-453.43-04	68.52		
			002542		10/28/2025	507-5761-453.43-04	412.95		
			002578		10/28/2025	511-3021-432.43-27	16.15		
			002580		10/28/2025	511-3021-432.43-26	142.17		
			002722		10/28/2025	511-3021-432.43-26	79.82		
			002723		10/28/2025	511-3021-432.43-26	47.93		
			002724		10/28/2025	511-3021-432.43-26	20.00		
			002725		10/28/2025	511-3021-432.43-36	10.72		
			002726		10/28/2025	511-3021-432.43-36	244.64		
			002727		10/28/2025	580-4750-473.43-04	271.36		
							1,324.89	*	1,324.89
25441	1786	NPUA	002400		10/28/2025	101-5773-452.41-10	73.62		
			002638		10/28/2025	502-4710-471.41-10	38.39		

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25441	1786	NPUA	002662		10/28/2025	510-4410-405.41-10	1,273.14		
			002663		10/28/2025	510-4410-405.41-20	252.87		
			002664		10/28/2025	510-4410-405.41-30	2,528.80		
			002697		10/28/2025	101-5772-452.41-10	358.11		
			002698		10/28/2025	101-5772-452.41-10	35.20		
			002699		10/28/2025	101-5772-452.41-20	2,203.62		
			002700		10/28/2025	101-5772-452.41-30	81.88		
			002728		10/28/2025	502-4710-471.41-10	56.87		
			002729		10/28/2025	502-4710-471.41-10	49.87		
			002730		10/28/2025	101-5772-452.41-10	36.51		
			002731		10/28/2025	101-5772-452.41-20	79.10		
			002732		10/28/2025	101-5772-452.41-30	17.04		
			002733		10/28/2025	101-5772-452.41-10	74.22		
			002734		10/28/2025	101-1070-410.41-10	1,424.92		
			002735		10/28/2025	101-1070-410.41-20	323.02		
			002736		10/28/2025	101-1070-410.41-30	87.20		
			002797		10/28/2025	580-4750-473.41-11	2,994.99		
			002798		10/28/2025	580-4750-473.41-11	36.22		
			002813		10/28/2025	101-2020-423.41-10	346.00		
			002814		10/28/2025	101-2020-423.41-20	84.56		
			002815		10/28/2025	101-2020-423.41-30	174.40		
							12,630.55	*	12,630.55
25442	1786	NPUA	002810		10/28/2025	575-5555-485.41-10	231.19		
			002811		10/28/2025	575-5555-485.41-20	3,968.96		
			002812		10/28/2025	575-5555-485.41-30	5,044.82		
							9,244.97	*	9,244.97
25443	3315	ONLINE COLLECTIONS	002554		10/28/2025	508-4810-478.31-46	86.24		
							86.24	*	86.24
25444	740	OUR TOWN MAGAZINE	002531		10/28/2025	507-5762-454.53-00	372.30		
							372.30	*	372.30
25445	239	PHILLIPS EXCAVATING INC.	002635		10/28/2025	502-4710-471.43-60	805.97		
							805.97	*	805.97
25446	15	QUILL LLC	002623		10/28/2025	510-4410-405.61-06	478.35		
			002624		10/28/2025	510-4410-405.61-06	618.85		
							1,097.20	*	1,097.20
25447	818	R & R PRODUCTS INC.	002583		10/28/2025	101-5772-452.61-33	492.15		
			002789		10/28/2025	507-5762-454.60-50	148.42		
			002790		10/28/2025	507-5761-453.43-04	138.56		
							779.13	*	779.13
25448	2861	REINKE A/C CORP.	002626		10/28/2025	575-5555-485.43-02	403.95		
			002674		10/28/2025	575-5555-485.43-02	151.50		
			002675		10/28/2025	575-5555-485.43-02	70.00		
							625.45	*	625.45

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25449	309	REPUBLIC SERVICES #78	PI0048	026028	10/28/2025	505-4730-472.31-87	110,921.30		
							110,921.30	*	110,921.30
25450	2068	RICOH USA, INC.	002569		10/28/2025	510-4410-405.70-02	284.24		
			002665		10/28/2025	101-1020-413.70-01	11.77		
			002666		10/28/2025	101-1025-415.70-01	11.77		
			002667		10/28/2025	101-1030-414.70-01	18.83		
			002668		10/28/2025	101-1035-416.70-01	11.77		
			002669		10/28/2025	101-1040-417.70-01	11.77		
			002670		10/28/2025	101-2025-424.70-01	11.77		
			002671		10/28/2025	101-2030-423.70-01	11.77		
			002672		10/28/2025	101-3010-431.70-01	4.71		
			002673		10/28/2025	510-4410-405.70-01	23.51		
							401.91	*	401.91
25451	4049	ROGER MILLER	002788		10/28/2025	507-5761-453.31-40	457.00		
							457.00	*	457.00
25452	3361	S.B.COUNTY SHERIFF'S DEPA	002556		10/28/2025	101-2010-421.31-81	20,003.74		
			002557		10/28/2025	101-2010-421.43-03	666.00		
			002558		10/28/2025	101-2010-421.60-29	2,605.54		
			002559		10/28/2025	101-2010-421.62-00	16,752.72		
			002560		10/28/2025	225-2010-421.60-29	744.86		
			002561		10/28/2025	101-2010-421.31-81	37,483.56		
							78,256.42	*	78,256.42
25453	2589	SAN BERNARDINO COUNTY	002645		10/28/2025	101-2020-423.62-00	168.90		
			002646		10/28/2025	101-2025-424.62-00	240.08		
			002647		10/28/2025	101-2030-423.62-00	220.15		
			002648		10/28/2025	101-3010-431.62-00	2,850.90		
			002649		10/28/2025	101-4730-472.62-00	513.64		
			002650		10/28/2025	101-5772-452.62-00	298.00		
			002651		10/28/2025	101-5774-452.62-00	127.01		
			002652		10/28/2025	575-5555-485.62-00	139.03		
			002653		10/28/2025	502-4710-471.62-00	2,528.05		
			002654		10/28/2025	503-4720-475.62-00	510.98		
			002655		10/28/2025	507-5761-453.62-00	833.86		
			002656		10/28/2025	580-4750-473.62-00	1,745.15		
							10,175.75	*	10,175.75
25454	1695	SILVER STATE HYDRALIC SER	002586		10/28/2025	511-3021-432.43-36	684.65		
							684.65	*	684.65
25455	4001	SIMPLOT TURF & HORTICULTU	PI0049	026053	10/28/2025	507-5761-453.61-07	27,282.30		
							27,282.30	*	27,282.30
25456	3344	SLOVAK BARON EMPEY MURPHY	002676		10/28/2025	101-1015-412.31-50	5,800.00		
			002677		10/28/2025	502-4710-471.31-50	1,933.33		
			002678		10/28/2025	503-4720-475.31-50	1,933.34		
			002679		10/28/2025	580-4750-473.31-50	1,933.33		

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25456	3344	SLOVAK BARON EMPEY MURPHY	002680		10/28/2025	101-1025-415.31-50	1,107.40		
			002681		10/28/2025	101-1025-415.31-50	1,559.40		
			002682		10/28/2025	101-2030-423.31-50	706.00		
			002683		10/28/2025	101-2030-423.31-50	3,038.55		
			002684		10/28/2025	101-2030-423.31-50	1,717.60		
			002685		10/28/2025	101-2030-423.31-50	794.40		
			002686		10/28/2025	101-2030-423.31-50	384.20		
			002687		10/28/2025	101-2030-423.31-50	2,183.00		
			002688		10/28/2025	101-2030-423.31-50	3,256.80		
			002689		10/28/2025	101-2030-423.31-50	316.40		
			002690		10/28/2025	101-2030-423.31-50	397.20		
							27,060.95	*	27,060.95
25457	4121	SMART DOCUMENT SOLUTION	002394		10/28/2025	101-5774-452.74-20	179.05		
							179.05	*	179.05
25458	2292	SPS VAR, LLC	PI0044	026044	10/28/2025	509-4910-479.70-21	47,948.75		
							47,948.75	*	47,948.75
25459	3631	STOTZ EQUIPMENT	002793		10/28/2025	507-5761-453.43-04	349.63		
							349.63	*	349.63
25460	4232	SWANNIES GOLF APPAREL	002791		10/28/2025	507-5762-454.44-10	559.26		
							559.26	*	559.26
25461	3826	SWEEPER SHOP	PI0058	026048	10/28/2025	511-3021-432.43-43	6,346.15		
							6,346.15	*	6,346.15
25462	779	THATCHER COMPANY OF NEVAD	002713		10/28/2025	502-4710-471.60-32	3,179.17		
							3,179.17	*	3,179.17
25463	231	THE MERLIN GROUP	002528		10/28/2025	507-5762-454.44-10	408.94		
							408.94	*	408.94
25464	4008	THE PRINTER GUYS LLC	002532		10/28/2025	508-4810-478.61-02	145.00		
			002544		10/28/2025	101-1040-417.61-02	75.60		
			002545		10/28/2025	101-1035-416.61-02	75.60		
			002546		10/28/2025	101-2025-424.61-02	75.60		
			002547		10/28/2025	101-2030-423.61-02	75.60		
			002548		10/28/2025	101-1030-414.61-02	75.60		
			002549		10/28/2025	506-4713-477.61-01	404.97		
			002577		10/28/2025	101-1025-415.61-01	564.96		
			002696		10/28/2025	101-1025-415.61-01	371.95		
			002805		10/28/2025	101-1040-417.61-02	227.60		
			002806		10/28/2025	101-1035-416.61-02	227.60		
			002807		10/28/2025	101-2025-424.61-02	227.60		
			002808		10/28/2025	101-2030-423.61-02	227.60		
			002809		10/28/2025	101-1030-414.61-02	227.60		
							3,002.88	*	3,002.88

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BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25465	3810	TIREHUB, LLC	002589		10/28/2025	101-2010-421.43-03	1,388.89		
							1,388.89	*	1,388.89
25466	3950	TKE ENGINEERING INC	PI0043	026029	10/28/2025	101-1040-417.31-16	2,300.00		
							2,300.00	*	2,300.00
25467	3917	TOUCHSTONE GOLF LLC	002533		10/28/2025	507-5762-454.52-10	120.00		
			002534		10/28/2025	507-5762-454.55-00	196.16		
							316.16	*	316.16
25468	3873	TRANSPORTATION CONCEPTS	002737		10/28/2025	525-4770-461.32-90	34,963.22		
			002738		10/28/2025	525-4770-461.62-00	2,288.43		
			002739		10/28/2025	520-4740-462.32-90	5,085.21		
			002740		10/28/2025	520-4740-462.51-20	1,125.99		
			002741		10/28/2025	520-4740-462.62-00	279.72		
			002742		10/28/2025	521-4740-462.32-90	1,014.00		
			002743		10/28/2025	521-4740-462.51-20	690.12		
			002744		10/28/2025	521-4740-462.62-00	171.44		
							45,618.13	*	45,618.13
25469	3266	TRI STATE TOOL REPAIR	002792		10/28/2025	507-5761-453.43-04	66.60		
							66.60	*	66.60
25470	772	TRI-STATE ACE HARDWARE	002590		10/28/2025	101-3010-431.60-11	1,198.41		
			002591		10/28/2025	101-3010-431.43-08	49.89		
							1,248.30	*	1,248.30
25471	2819	TRI-STATE HOSE & FITTINGS	002588		10/28/2025	511-3020-432.43-57	45.26		
							45.26	*	45.26
25472	4207	TRIPEPI SMITH AND ASSOCIA	PI0059	026030	10/28/2025	101-1060-410.31-75	1,321.25		
							1,321.25	*	1,321.25
25473	3272	ULINE	002498		10/28/2025	510-4410-405.43-01	713.34		
			002568		10/28/2025	510-4410-405.61-01	58.41		
							771.75	*	771.75
25474	3825	ULTRA PEST CONTROL, LLC	002644		10/28/2025	101-5774-452.43-18	50.00		
							50.00	*	50.00
25475	315	UNDERGROUND SERVICE ALERT	002481		10/28/2025	503-4720-475.49-14	21.32		
			002482		10/28/2025	580-4750-473.49-14	21.33		
			002483		10/28/2025	502-4710-471.43-04	21.32		
			002484		10/28/2025	503-4720-475.49-14	99.33		
			002485		10/28/2025	580-4750-473.49-14	99.34		
			002486		10/28/2025	502-4710-471.43-04	99.33		
			008210		10/28/2025	503-4720-475.49-14	112.48		
			008211		10/28/2025	580-4750-473.49-14	112.49		
			008212		10/28/2025	502-4710-471.43-04	112.48		
							699.42	*	699.42

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25476	3830	UNIFIRST CORPORATION	002398		10/28/2025	101-5774-452.61-06	11.04		
			002399		10/28/2025	101-5774-452.61-06	11.04		
			002499		10/28/2025	101-5772-452.61-04	24.30		
			002500		10/28/2025	101-3010-431.61-04	154.39		
			002535		10/28/2025	580-4750-473.61-04	184.90		
			002536		10/28/2025	580-4750-473.61-04	184.90		
			002551		10/28/2025	503-4720-475.61-04	27.68		
			002552		10/28/2025	503-4720-475.61-04	27.68		
			002553		10/28/2025	507-5762-454.43-08	26.25		
			002602		10/28/2025	511-3020-432.61-04	24.30		
			002603		10/28/2025	101-3010-431.61-04	154.39		
			002641		10/28/2025	502-4710-471.61-04	42.15		
			002642		10/28/2025	101-5774-452.61-06	11.04		
			002643		10/28/2025	101-5774-452.61-06	11.04		
			002661		10/28/2025	508-4810-478.61-04	10.84		
			002747		10/28/2025	511-3020-432.61-04	154.39		
			002748		10/28/2025	101-5772-452.61-04	24.30		
			002794		10/28/2025	507-5762-454.43-08	26.25		
			002799		10/28/2025	580-4750-473.61-04	184.90		
							1,295.78	*	1,295.78
25477	761	USABLUEBOOK	002550		10/28/2025	503-4720-475.61-21	219.30		
			002640		10/28/2025	502-4710-471.60-55	487.93		
			002795		10/28/2025	502-4710-471.60-55	45.09		
			002803		10/28/2025	502-4710-471.60-55	640.51		
			002804		10/28/2025	502-4710-471.60-55	29.66		
							1,422.49	*	1,422.49
25478	3702	WEST VENTURES INC. DBA:A	002746		10/28/2025	511-3021-432.43-26	224.00		
							224.00	*	224.00
25479	326	WESTERN ALARM SERVICE INC	002391		10/28/2025	101-5773-452.43-40	60.00		
							60.00	*	60.00
25480	3528	WESTERN ENVIRONMENTAL TES	002402		10/28/2025	502-4710-471.59-75	1,196.50		
			002403		10/28/2025	502-4710-471.59-75	256.40		
							1,452.90	*	1,452.90
25481	3828	3D-NETWORKS LLC	002401		10/28/2025	101-2020-423.61-02	610.00		
			002657		10/28/2025	509-4910-479.31-90	1,937.99		
			002658		10/28/2025	509-4910-479.31-90	1,990.00		
			002659		10/28/2025	509-4910-479.52-13	1,900.78		
			002660		10/28/2025	509-4910-479.31-53	725.00		
			002800		10/28/2025	509-4910-479.31-53	700.00		
			002801		10/28/2025	509-4910-479.31-90	1,923.00		
			002802		10/28/2025	509-4910-479.31-90	1,903.00		
							11,689.77	*	11,689.77
						BANK/CHECK TOTAL	551,982.21		551,982.21

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CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
						ALL BANKS/CHECKS TOTAL	551,982.21	551,982.21

Agenda Item 8.

CITY OF NEEDLES CITY COUNCIL

WARRANT SUMMARY TOTALS FOR OCTOBER 28, 2025

		10/28/2025	FUND AMT.	YTD ACTUAL	BUDGET FY-25/26
FUND 101	GENERAL FUND	$ -			
101.1015.412	CITY ATTORNEY	$ -		$ 17,584.80	$ 80,000.00
101.1020.413	CITY MANAGER	$ -		$ 42,862.27	$ 239,758.00
101.1025.415	FINANCE DEPT.	$ -		$ 228,922.21	$ 1,194,656.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ -		$ 45,342.90	$ 262,348.00
101.1035.416	PLANNING /ZONING	$ -		$ 43,519.29	$ 264,816.00
101.1040.417	ENGINEERING	$ -		$ 45,793.24	$ 292,201.00
101.1060.410	COMMUNITY PROMOTIONS	$ -		$ 9,731.25	$ 106,875.00
101.1070.410	SENIOR CENTER	$ -		$ 28,001.64	$ 85,440.00
101.2010.421	SHERIFF	$ -		$ 984,949.41	$ 4,149,969.00
101.2020.423	ANIMAL SHELTER/CONTROL	$ -		$ 64,616.69	$ 344,967.00
101.2025.424	BULDING & SAFETY	$ -		$ 67,741.81	$ 458,902.00
101.2030.423	CODE ENFORCEMENT	$ -		$ 105,398.56	$ 619,611.00
101.3010.431	PUBLIC WORKS	$ -		$ 163,658.94	$ 772,393.00
101.4730.472	SANITATION	$ -		$ 19,860.64	$ 175,673.00
101.5770.452.	AQUATICS	$ -		$ 85,665.88	$ 322,940.00
101.5772.452	PARKS	$ -		$ 183,039.31	$ 946,980.00
101.5773.452	JACK SMITH PARK MARINA	$ -		$ 33,830.79	$ 164,115.00
101.5774.452	RECREATION	$ -		$ 83,335.29	$ 454,046.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ -	$ -	$ 10,935,690.00
FUND 102	GEN. FUND CAPITAL PROJECT		$ -	$ 87.10	$ 1,000,000.00
FUND 205	CDBG		$ -	$ -	$ 7,900.00
FUND 206	CEMETERY		$ -	$ 54,575.98	$ 266,055.00
FUND 208	CALTRANS GRANTS		$ -	$ -	$ -
FUND 210	SPECIAL GAS TAX		$ -	$ -	$ 643,684.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		$ -	$ -	$ -
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ -	$ 800,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ -	$ 29,447.86	$ 283,450.00
FUND 227	HAZARD MITIGATION		$ -	$ 2,530.00	$ 15,000.00
FUND 233	JACK SMITH PARK MARINA		$ -	$ -	$ -
FUND 238	STATE RECREATION GRANTS		$ -	$ -	$ -
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ -	$ 18,227.00
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ 29,472.50	$ 1,858,995.00
FUND 270	REDEVELOPMENT AGENCY		$ -	$ -	$ -
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$ 56,726.00
FUND 501	NPUA		$ -	$ -	$ 2,550,503.00
FUND 502	WATER DEPARTMENT		$ -	$ 419,864.70	$ 2,376,734.00
FUND 503	WASTEWATER DEPARTMENT		$ -	$ 242,379.71	$ 1,396,598.00
FUND 505	SANITATION		$ -	$ 469,450.39	$ 1,827,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		$ -	$ 34,094.59	$ 1,246,800.00
FUND 507	GOLF FUND	$ -		$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ -		$ 112,841.84	$ 665,673.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ -		$ 43,640.65	$ 458,231.00
FUND 507	GOLF FUND TOTAL		$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ -	$ 86,103.21	$ 495,827.00
FUND 509	MIS		$ -	$ 120,813.52	$ 358,200.00
FUND 510	ADMIN. FACILITY		$ 3,126.32	$ 53,396.97	$ 364,253.00
FUND 511	FLEET MANAGEMENT		$ -	$ 64,069.58	$ 306,904.00
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$ -
FUND 520	SR DIAL A RIDE		$ -	$ 20,746.82	$ 629,992.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ -	$ 6,052.77	$ 55,211.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ -	$ 129,843.34	$ 16,838.00
FUND 575	HOUSING		$ -	$ 300,382.34	$ 1,107,428.00
FUND 580	ELECTRIC		$ -	$ 932,320.74	$ 12,909,933.00
FUND 581	NPUA CAPITAL ELECTRIC		$ -	$ 363,939.46	$ 573,000.00
FUND 582	NPUA CAPITAL WATER		$ -	$ 188,325.00	$ 1,850,000.00
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$ -
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ -	$ -
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ -	$ -
TOTAL	ALL FUNDS & DEPARTMENTS		**$ 3,126.32**	$ 5,958,233.99	$ 45,074,867.00

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

10-28-25
Patrick Martinez, City Manager — Date

10/20/25
Finance Department — Date

10-21-25
Virginia Tasker, City Treasurer — Date

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25424*	91	FERGUSON WATERWORKS	002639		10/28/2025	502-4710-471.41-10	1,846.22-		
							1,846.22-	*	VOIDED
25491	1786	NPUA	002639		10/28/2025	502-4710-471.41-10	1,846.22		
							1,846.22	*	1,846.22
25492	1578	PURCHASE POWER	002904		10/28/2025	510-4410-405.52-20	3,126.32		
							3,126.32	*	3,126.32
						BANK/CHECK TOTAL	3,126.32		4,972.54
						ALL BANKS/CHECKS TOTAL	3,126.32		4,972.54

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR OCTOBER 17, 2025

		10/17/2025	FUND AMT.	YTD ACTUAL	BUDGET FY-25/26
FUND 101	GENERAL FUND	$ 16,262.26			
101.1015.412	CITY ATTORNEY	$ -		$ 17,584.80	$ 80,000.00
101.1020.413	CITY MANAGER	$ 1,719.92		$ 42,862.27	$ 239,758.00
101.1025.415	FINANCE DEPT.	$ 5,960.01		$ 228,922.21	$ 1,194,656.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 1,551.32		$ 44,552.90	$ 262,348.00
101.1035.416	PLANNING /ZONING	$ -		$ 43,519.29	$ 264,816.00
101.1040.417	ENGINEERING	$ 1,981.96		$ 45,793.24	$ 292,201.00
101.1060.410	COMMUNITY PROMOTIONS	$ -		$ 9,731.25	$ 106,875.00
101.1070.410	SENIOR CENTER	$ -		$ 28,001.64	$ 85,440.00
101.2010.421	SHERIFF	$ -		$ 984,909.41	$ 4,149,969.00
101.2020.423	ANIMAL SHELTER/CONTROL	$ -		$ 63,019.61	$ 344,967.00
101.2025.424	BULDING & SAFETY	$ 1,377.09		$ 67,742.81	$ 458,902.00
101.2030.423	CODE ENFORCEMENT	$ 1,601.97		$ 105,398.56	$ 619,611.00
101.3010.431	PUBLIC WORKS	$ 5,933.59		$ 159,557.04	$ 772,393.00
101.4730.472	SANITATION	$ 320.40		$ 19,860.64	$ 175,673.00
101.5770.452.	AQUATICS	$ 396.19		$ 82,122.82	$ 322,940.00
101.5772.452	PARKS	$ 7,199.75		$ 167,221.98	$ 946,980.00
101.5773.452	JACK SMITH PARK MARINA	$ 720.02		$ 33,830.79	$ 164,115.00
101.5774.452	RECREATION	$ 713.15		$ 80,867.21	$ 454,046.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 45,737.63	$ -	$ 10,935,690.00
FUND 102	GEN. FUND CAPITAL PROJECT		$ -	$ 87.10	$ 1,000,000.00
FUND 205	CDBG		$ -	$ -	$ 7,900.00
FUND 206	CEMETERY		$ 2,862.45	$ 54,575.98	$ 266,055.00
FUND 208	CALTRANS GRANTS		$ -	$ -	$ -
FUND 210	SPECIAL GAS TAX		$ -	$ -	$ 643,684.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		$ -	$ -	$ -
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ -	$ 800,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ -	$ 29,447.86	$ 283,450.00
FUND 227	HAZARD MITIGATION		$ -	$ -	$ 15,000.00
FUND 233	JACK SMITH PARK MARINA		$ -	$ -	$ -
FUND 238	STATE RECREATION GRANTS		$ -	$ -	$ -
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ -	$ 18,227.00
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ 29,472.50	$ 1,858,995.00
FUND 270	REDEVELOPMENT AGENCY		$ -	$ -	$ -
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$ 56,726.00
FUND 501	NPUA		$ -	$ 100,485.47	$ 2,550,503.00
FUND 502	WATER DEPARTMENT		$ 13,926.35	$ 416,321.56	$ 2,376,734.00
FUND 503	WASTEWATER DEPARTMENT		$ 3,204.81	$ 238,836.58	$ 1,396,598.00
FUND 505	SANITATION		$ -	$ 469,450.39	$ 1,827,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		$ 574.95	$ 34,094.59	$ 1,246,800.00
FUND 507	GOLF FUND	$ -		$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ 165.00		$ 112,841.84	$ 665,673.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ 1,110.34		$ 43,640.65	$ 458,231.00
FUND 507	GOLF FUND TOTAL		$ 1,275.34		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 5,222.03	$ 86,103.21	$ 495,827.00
FUND 509	MIS		$ -	$ 120,813.52	$ 358,200.00
FUND 510	ADMIN. FACILITY		$ 155.63	$ 50,270.65	$ 364,253.00
FUND 511	FLEET MANAGEMENT		$ 3,916.54	$ 63,291.98	$ 306,904.00
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$ -
FUND 520	SR DIAL A RIDE		$ -	$ 20,746.82	$ 629,992.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ -	$ 6,052.77	$ 55,211.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ -	$ 129,843.34	$ 16,838.00
FUND 575	HOUSING		$ 4,931.90	$ 300,382.34	$ 1,107,428.00
FUND 580	ELECTRIC		$ 21,626.59	$ 930,395.37	$ 12,909,933.00
FUND 581	NPUA CAPITAL ELECTRIC			$ 309,089.06	$ 573,000.00
FUND 582	NPUA CAPITAL WATER		$ -	$ 188,325.00	$ 1,850,000.00
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$ -
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ -	$ -
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ -	$ -
TOTAL	ALL FUNDS & DEPARTMENTS		**$ 103,434.22**	$ 5,960,067.05	$ 45,074,867.00

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

Patrick Martinez, City Manager — Date: 10-21-25

Finance Department — Date: 10/15/25

Virginia Tasker, City Treasurer — Date: 10-21-25

Agenda Item 8.

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
25482	3897	00	BENEBLOC, LLC	10/17/2025	266.58	.00
25483	1305	00	EMPOWER ANNUITY INS CO OF AMERICA	10/17/2025	6,485.85	.00
25484	4094	00	EMPOWER ANNUITY INS CO OF AMERICA	10/17/2025	1,237.27	.00
25485	1296	00	FRONTIER	10/17/2025	311.45	.00
25486	3796	00	ROUTE 66 BROADBAND LLC	10/17/2025	250.00	.00
25487	1199	00	SBPEA TEAMSTERS LOCAL 1932	10/17/2025	1,098.05	.00
25488	1199	00	SBPEA TEAMSTERS LOCAL 1932	10/17/2025	407.30	.00
25489	3242	00	SDRMA	10/17/2025	93,237.66	.00
25490	2561	00	WINZER	10/17/2025	140.06	.00

NUMBER OF CHECKS 9 GRAND TOTAL 103,434.22

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25482	3897	BENEBLOC LLC	002749		10/17/2025	101-0000-209.03-01	213.78		
			002750		10/17/2025	502-0000-209.03-01	38.80		
			002751		10/17/2025	580-0000-209.03-01	14.00		
							266.58	*	266.58
25483	1305	EMPOWER ANNUITY INS CO OF	002833		10/17/2025	101-0000-209.03-01	3,711.85		
			002834		10/17/2025	502-0000-209.03-01	435.00		
			002835		10/17/2025	580-0000-209.03-01	2,339.00		
							6,485.85	*	6,485.85
25484	4094	EMPOWER ANNUITY INS CO OF	002836		10/17/2025	101-0000-209.03-01	236.88		
			002837		10/17/2025	101-0000-209.03-01	90.00		
			002838		10/17/2025	101-0000-209.03-01	213.04		
			002839		10/17/2025	101-0000-209.03-01	161.01		
			002840		10/17/2025	101-0000-209.03-01	14.40		
			002841		10/17/2025	101-0000-209.03-01	161.79		
			002842		10/17/2025	101-0000-209.03-01	15.27		
			002843		10/17/2025	101-0000-209.03-01	120.47		
			002844		10/17/2025	503-0000-209.03-01	113.81		
			002845		10/17/2025	580-0000-209.03-01	110.60		
							1,237.27	*	1,237.27
25485	1296	FRONTIER	002821		10/17/2025	101-5772-452.52-10	155.82		
			002822		10/17/2025	510-4410-405.52-10	155.63		
							311.45	*	311.45
25486	3796	ROUTE 66 BROADBAND LLC	002783		10/17/2025	503-4720-475.52-10	85.00		
			002796		10/17/2025	507-5761-453.52-10	165.00		
							250.00	*	250.00
25487	1199	SBPEA TEAMSTERS LOCAL 193	002827		10/17/2025	101-0000-209.03-01	552.82		
			002828		10/17/2025	502-0000-209.03-01	104.49		
			002829		10/17/2025	508-0000-209.03-01	126.62		
			002830		10/17/2025	511-0000-209.03-01	39.33		
			002831		10/17/2025	580-0000-209.03-01	192.16		
			002832		10/17/2025	575-0000-209.03-01	82.63		
							1,098.05	*	1,098.05
25488	1199	SBPEA TEAMSTERS LOCAL 193	002823		10/17/2025	101-0000-209.03-01	190.63		
			002824		10/17/2025	502-0000-209.03-01	128.30		
			002825		10/17/2025	575-0000-209.03-01	44.32		
			002826		10/17/2025	580-0000-209.03-01	44.05		
							407.30	*	407.30
25489	3242	SPECIAL DISTRICT RISK	002752		10/17/2025	101-1020-413.24-10	1,719.92		
			002753		10/17/2025	101-1025-415.24-10	5,960.01		
			002754		10/17/2025	101-1030-414.24-10	1,551.32		
			002755		10/17/2025	101-1040-417.24-10	1,981.96		
			002756		10/17/2025	101-2025-424.24-10	1,377.09		
			002757		10/17/2025	101-2030-423.24-10	1,601.97		

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
25489	3242	SPECIAL DISTRICT RISK	002758		10/17/2025	101-3010-431.24-10	5,933.59		
			002759		10/17/2025	101-4730-472.24-10	320.40		
			002760		10/17/2025	101-5770-452.24-10	396.19		
			002761		10/17/2025	101-5772-452.24-10	7,043.93		
			002762		10/17/2025	101-5773-452.24-10	720.02		
			002763		10/17/2025	101-5774-452.24-10	713.15		
			002764		10/17/2025	101-0000-209.03-01	10,580.32		
			002765		10/17/2025	206-5771-452.24-10	2,076.89		
			002766		10/17/2025	206-0000-209.03-01	785.56		
			002767		10/17/2025	502-4710-471.24-10	10,580.94		
			002768		10/17/2025	502-0000-209.03-01	2,638.82		
			002769		10/17/2025	503-4720-475.24-10	2,235.88		
			002770		10/17/2025	503-0000-209.03-01	770.12		
			002771		10/17/2025	506-4713-477.24-10	419.49		
			002772		10/17/2025	506-0000-209.03-01	155.46		
			002773		10/17/2025	507-5762-454.24-10	1,110.34		
			002774		10/17/2025	508-4810-478.24-10	3,682.21		
			002775		10/17/2025	508-0000-209.03-01	1,413.20		
			002776		10/17/2025	511-3020-432.24-10	2,726.69		
			002777		10/17/2025	511-0000-209.03-01	1,010.46		
			002778		10/17/2025	575-5555-485.24-10	3,278.42		
			002779		10/17/2025	575-5555-485.24-15	192.63-		
			002780		10/17/2025	575-0000-209.03-01	1,719.16		
			002781		10/17/2025	580-4750-473.24-10	13,146.26		
			002782		10/17/2025	580-0000-209.03-01	5,780.52		
							93,237.66	*	93,237.66
25490	2561	WINZER	002745		10/17/2025	511-3020-432.61-28	140.06		
							140.06	*	140.06
						BANK/CHECK TOTAL	103,434.22		103,434.22
						ALL BANKS/CHECKS TOTAL	103,434.22		103,434.22

MINUTES

REGULAR MEETING OF THE CITY COUNCIL
NEEDLES PUBLIC UTILITY AUTHORITY
HOUSING AUTHORITY CITY OF NEEDLES
CITY OF NEEDLES, CALIFORNIA
COUNCIL CHAMBERES, 1111 BAILEY AVE, NEEDLES

TUESDAY, OCTOBER 14, 2025 - COUNCIL EXECUTIVE SESSION – 5:30 PM - CITY COUNCIL MEETING – 6:00 PM

CALL TO ORDER - Mayor Jernigan called the meeting to order at 5:31 pm
ROLL CALL
PRESENT
Council Member McCorkle
Vice Mayor Ellen Campbell
Mayor Janet Jernigan
Council Member JoAnne Pogue
Council Member Tona Belt
Council Member Henry Longbrake
Council Member Larry Ford

Also present were City Manager Patrick Martinez, Deputy City Attorney Lena Wade, Utilities Manager Rainie Torrance, Director of Development Services/Capital Projects Kathy Raasch, and City Clerk Candace Clark.

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION - None

RECESSED TO EXECUTIVE SESSION - 5:31 PM

EXECUTIVE SESSION

a. (City Council/NPUA) Conference with legal counsel regarding potential initiation of litigation pursuant to Government Code 54956.9(d)(4). One potential case.

No reportable action

b. Conference with legal counsel regarding existing litigation pursuant to Government Code 54956.9(d)(1) Sylvia Miledi v. City of Needles, et al., Superior Court of the County of San Bernardino, Case No. CIVSB2510533

No reportable action

c. Public Employee Performance Evaluation Pursuant to Govt Code Section 54957. Title: City Manager

No reportable action

d. Conference with Legal Counsel—Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): 1 potential case.

No reportable action

CALL TO ORDER - Mayor Jernigan called the meeting to order at 6:28 pm
ROLL CALL
PRESENT
Council Member McCorkle
Vice Mayor Ellen Campbell
Mayor Janet Jernigan
Council Member JoAnne Pogue
Council Member Tona Belt
Council Member Henry Longbrake
Council Member Larry Ford

EXECUTIVE SESSION REPORT – Deputy City Attorney Lena Wade gave report as noted above.

PLEDGE OF ALLEGIANCE - led by Mayor Jernigan
INVOCATION - led by Vice Mayor Campbell

APPROVAL OF AGENDA

Vice Mayor Campbell made a motion, second by Council Member McCorkle, to approve the agenda. Motion carried by the following roll call vote:

Ayes: Council Members Ford, McCorkle, Vice Mayor Campbell, Council Members Pogue, Belt, Longbrake
Noes: None
Absent: None
Abstain: None

CONFLICT OF INTEREST – None
CORRESPONDENCE – None
INTRODUCTIONS - Mayor Jernigan acknowledged former Council Member Tim Terral and former City Manager Rick Daniels in attendance.

CITY ATTORNEY – Parliamentary Procedures given by Deputy City Attorney Lena Wade.

PUBLIC APPEARANCE

Rick Daniels spoke about Proposition 50 and asked Council to consider adopting a Resolution to stay out of the political drama surrounding the Proposition.

George DeLeon reported on St. Vincent DePaul's upcoming fundraiser and Open House.

PRESENTATION

1. Update on the Chamber of Commerce / Visitor Center given by Karrie Brazaski

INTERVIEWS

2. Continuation of Interviews / appointment to fill the vacancies on the Housing Commission and the Cemetery Advisory Board. **CONTINUED TO DECEMBER 9, 2025**

COUNCIL CONSENT CALENDAR

Council Member McCorkle pulled item 6 from the consent calendar.

Council Member Ford made a motion, second by Vice Mayor Campbell, to approve items 3 through 5 on the Council Consent Calendar.

Motion carried by the following roll call vote:

Ayes: Members/Council Members Ford, McCorkle, Member/Vice Mayor Campbell, Member/Mayor Jernigan, Members/Council Members Pogue, Belt, Longbrake
Noes: None
Absent: None
Abstain: None

3. Approved the Warrants Register through October 14, 2025
4. Approved the Minutes of September 23, 2025
5. Approved the minutes for the September 25, 2025, State of the City; October 3, 2025, Assembly Member Gonzalez Legislative Update Luncheon; October 3, 2025, Assembly Member Gonzalez Town Hall Meeting; and the October 7, 2025, ULI Technical Assistance Leadership Exchange Program (TAP)

Pulled Item

6. Award bid to WEKA, Inc. for the Phase V Water Service Replacement Project in the amount of $388,939 plus 10% contingency for a total project cost of $427,832.90 and authorize staff to execute a Public Works Agreement with WEKA, Inc. and move forward with the Notice of Award and Notice to Proceed

City Manager Patrick Martinez gave staff report.
Council asked questions. Director of Development Services/Capital Projects Kathy Raasch and City Manager Patrick Martinez responded.
Mayor Jernigan opened public comment at 6:49 pm.
No public comment.
Mayor Jernigan closed Public Comment at 6:49 pm.

Vice Mayor Campbell made a motion, second by Council Member McCorkle, to award bid to WEKA, Inc. for the Phase V Water Service Replacement Project in the amount of $388,939 plus 10% contingency for a total project cost of $427,832.90 and authorize staff to execute a Public Works Agreement with WEKA, Inc. and move forward with the Notice of Award and Notice to Proceed

Motion carried by the following roll call vote:

Ayes: Council Members Ford, McCorkle, Vice Mayor Campbell, Council Members Pogue, Belt, Longbrake
Noes: None
Absent: None
Abstain: None

END OF COUNCIL CONSENT CALENDAR

REGULAR COUNCIL ITEMS

7. Adopt Resolution 2025-42 Approving a First Amendment to the Employment Agreement with Kathy Raasch for Development Services/Capital Projects effective October 14, 2025, setting a salary of $159,300 in compliance with SB 1436 and incorporate into the salary schedule FY 2025-2026.

Director of Development Services/Capital Projects Kathy Raasch left the room during discussion.
City Manager Patrick Martinez gave staff report.
Council asked minimal questions. City Manager Patrick Martinez responded.
Mayor Jernigan opened public comment at 6:53 pm.
No public comment.
Mayor Jernigan closed Public Comment at 6:53 pm.

Vice Mayor Campbell made a motion, second by Council Member McCorkle, to Adopt Resolution 2025-42 approving a First Amendment to the Employment Agreement with Kathy Raasch for Development Services/Capital Projects effective October 14, 2025, setting a salary of $159,300 in compliance with SB 1436 and incorporate into the salary schedule FY 2025-2026.

Motion carried by the following roll call vote:

Ayes: Council Members Ford, McCorkle, Vice Mayor Campbell, Council Members Pogue, Belt, Longbrake
Noes: None
Absent: None
Abstain: None

8. Authorize the City Manager to Execute the Agreement with San Bernardino County for the Homeless Services Program and to Issue a Request for Proposals (RFP)

City Manager Patrick Martinez gave staff report.
Council asked minimal questions. City Manager Patrick Martinez responded.
Mayor Jernigan opened public comment at 7:03 pm.
George Deleon asked staff who can submit an RFP. City Manager Patrick Martinez responded.
Mayor Jernigan closed Public Comment at 7:05 pm.

Council Member McCorkle made a motion, second by Vice Mayor Campbell, to Authorize the City Manager to Execute the Agreement with San Bernardino County for the Homeless Services Program and to Issue a Request for Proposals (RFP)

Motion carried by the following roll call vote:

Ayes: Council Members Ford, McCorkle, Vice Mayor Campbell, Council Members Pogue, Belt, Longbrake
Noes: None
Absent: None
Abstain: None

9. Provide Staff Direction on the purchase of Open Meeting Technologies Council voting software, equipment, installation, and staff training, for a total project cost not to exceed $15,500.

City Manager Patrick Martinez gave staff report.
Council Member Longbrake reported on why he brought this item forward.
Council asked questions and considerable discussion ensued. City Staff responded.

Vice Mayor Campbell made a motion, second by Council Member Longbrake, to Authorize the purchase of Open Meeting Technologies Council voting software, equipment, installation, and staff training, for a total project cost not to exceed $15,500.

Motion carried by the following roll call vote:

Ayes: Vice Mayor Campbell, Council Members Pogue, Belt, Longbrake
Noes: Council Members Ford and McCorkle
Absent: None
Abstain: None

10. Provide staff direction to submit the non-binding Notice of Intent to Propose to Visit California for California Welcome Center certification; and return to City Council on October 28, 2025, with a finalized operating plan and fiscal commitments for consideration before submitting the full application due November 4, 2025.

City Manager Patrick Martinez gave staff report.
Council Member Belt reported on why she brought this item forward.
Council asked questions and considerable discussion ensued. Karrie Brazaski of the Chamber of Commerce and Visitor Center responded.
Mayor Jernigan opened public comment at 7:36 pm.
No public comment.
Mayor Jernigan closed Public Comment at 7:36 pm.

Vice Mayor Campbell made a motion, second by Council Member Belt, to authorize staff to submit the non-binding Notice of Intent to Propose to Visit California for California Welcome Center certification; and return to City Council on October 28, 2025, with a finalized operating plan and fiscal commitments for consideration before submitting the full application due November 4, 2025.

Motion carried by the following roll call vote:

Ayes: Council Members Ford, McCorkle, Vice Mayor Campbell, Council Members Pogue, Belt, Longbrake
Noes: None
Absent: None
Abstain: None

11. Approve Sixth Amendment to On-Call Consulting Services Agreement Between the City of Needles and Development Management Group, Inc. For Economic Development Consulting Services in the amount not to exceed $70,000 and extend the term of the Agreement until June 30, 2026.

City Manager Patrick Martinez gave staff report.
Council asked questions and considerable discussion ensued.
Mayor Jernigan opened public comment at 7:48 pm.
No public comment.
Mayor Jernigan closed Public Comment at 7:48 pm.

Vice Mayor Campbell made a motion, second by Council Member McCorkle, to Approve Sixth Amendment to On-Call Consulting Services Agreement Between the City of Needles and

Development Management Group, Inc. For Economic Development Consulting Services in the amount not to exceed $70,000 and extend the term of the Agreement until June 30, 2026.

Motion carried by the following roll call vote:

Ayes: Council Members Ford, McCorkle, Vice Mayor Campbell, Council Members Pogue, Belt, Longbrake
Noes: None
Absent: None
Abstain: None

12. Provide Staff Direction on consideration of a reward system for reporting crimes committed within the City of Needles.

City Manager Patrick Martinez gave staff report.
Council asked questions and considerable discussion ensued.
Council directed staff to let the sheriff's department handle this as they have been, continue utilizing the We Tip system and push this information out to the public.

CITY ATTORNEY REPORT – given by Deputy City Attorney Lena Wade
CITY CLERK REPORT – given by City Clerk Candace Clark
CITY MANAGER REPORT – for the weeks of September 5 & 12, 2025, given by City Manager Patrick Martinez

COUNCIL REQUESTS

Council Member Ford

- *Requested staff research window displays in El Garces*
- *Visitor Center needs way to display their flag to attract visitors*

Council Member McCorkle

- *Reported on ICSC attendance and favorable responses from businesses*
- *Requested staff contact 19th hole about equipment from Carl's Jr.*

Vice Mayor Campbell

- *Reported on ICSC attendance and favorable responses from businesses*
- *Decorate El Garces for Christmas*
- *Reported Women's Club hosting a golf tournament on February 7 – details to come*
- *Following the status of OHMV program – it is waiting on CHP sign off*

Council Member Pogue

- *Congratulations to Patrick Martinez for his efforts in the City winning the Helen Putnam award for Bob Belt Beach Park*
- *Requested status update on Denny's building and the one next to Needles Pt. Liquor*
- *Thanked the Mayor for driving back from Long Beach in time to attend the 10-10 event*

Council Member Belt

- *Flu Season – reminded everyone to get flu shots*

Council Member Longbrake

- *Requested window wraps in El Garces*
- *Requested staff reach out to Fidel (Subway, Chevron, Dairy Queen owner) about Carl's Jr. to see if he is interested in the property*
- *Requested update on Broadway Nursery and suggested rescinding their CUP*
- *Requested staff remove fence around building next to Needle's Pointe Liquor*
- *Asked what staff is going to do about Time Change*
- *Questioned staff on what was voted on for the NHA fencing*
- *Wants billboards on City property along freeway advertising businesses and events*
- *Reported that the 10-10 event time on the community calendar was incorrectly posted*

- *Asked for status update on sign in front of Council Chambers*
- *Raised concern over guidance given by City Manager to Council Members in decision making*

Mayor Jernigan

- *Thanked city staff for facilitating Assemblymember Gonzalez's visit*
- *Thanked city staff for efforts in securing Helen Putnam award*
- *Reported that the League of California Cities is reinstating their Rural City Group*
- *Reported on 10-10 event and the upcoming Fall Festival and Fort Mojave Indian Tribe parade*

ADJOURNMENT – Mayor Jernigan adjourned the meeting at 8:31 PM

_____ _____

Mayor Janet Jernigan City Clerk Candace Clark

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ HACN ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: September 2025 Treasurer's Report

Background: Pursuant to California Government Code Section 53607, the City Treasurer is required to make a monthly report of the investment portfolio to the legislative body.

Attached is the September 2025 Treasurer's Report that contains information on the cash and investments held in the portfolio by the City of Needles, Needles Public Utility Authority, and Housing Authority of the City of Needles.

In September, there were no investments made in LAIF since the City bank balance was needed to meet current financial obligations and ensure minimum compensating balances required to offset fees charged to the various bank accounts.

The LAIF quarterly apportionment rate for the September quarter was down slightly (6 basis points, or 0.06 percent) to 4.34 percent. At its September meeting, the Federal Open Market Committee (the "Fed") lowered the Fed Funds Rate by 0.25 percent to a range of 4.00-4.25 percent, based on the weak U.S. labor market. An additional 0.25% reduction is widely expected at the upcoming Fed meeting at the end of October. As such, the rate on the investment in LAIF will continue to decline. However, the current LAIF rate far exceeds the return of other allowable investments under the City's Annual Statement of Investment Policy. LAIF continues to be the most attractive investment with a very favorable rate of return, given current market conditions, and virtually no risk to the portfolio.

Page 2 of the Treasurer's Report shows the cash held by fiscal agents related to the All American Canal Trust Fund and the NPUA 2016 Refunding Revenue Bonds. The All American Canal Trust Fund was created by the US Bureau of Reclamation, the City of Needles and the Metropolitan Water District for the maintenance, capital and operation of the All American Canal. In exchange, Needles received a local water allotment from the Colorado River since it has no formal water rights. The canal is owned by the US Bureau of Reclamation and operated and maintained by NPUA. The trust funds, managed by NPUA in its fiduciary capacity, are held at Zions Bank as the third-party trustee, for canal capital and maintenance. The market value of the funds held at Zion Bank on September 30 was $12,138,755.

US Bank acts as the trustee for the NPUA 2016 Revenue Refunding Bonds. The balances in the accounts at US Bank are usually small, unless funds have been sent to cover upcoming bond payments. These various bond accounts are used simply to receive scheduled bond payments from the NPUA, and then the payments to bondholders are made by US Bank; the NPUA does not repay bondholders directly. The total residual cash held by US Bank was only $188, since the next semi-annual debt service payments are not due again until February 2026.

The City's investment portfolio conforms to the City's Investment Policy in all respects. The City Treasurer certifies that the City has sufficient funds to meet its expenditure obligations during the next six months.

Fiscal Impact: LAIF interest is paid quarterly. For the September quarter, interest earned on LAIF balances was $154,321, apportioned at a 4.34 percent interest rate. During the March quarter, prior to efforts to actively invest the City's idle cash, LAIF interest was only $53,448, despite a slightly higher interest apportionment rate of 4.48 percent. The September quarter earnings represent a $100,873 increase over the March quarter.

For the month of September only, LAIF accounts earned $55,300. The interest earned on interest-bearing bank accounts was $420.

Total portfolio income in September 2025 was $55,720, compared to $60,091 in August 2025. This is a decrease of $4,371 in portfolio income compared to the prior month entirely due to the lower LAIF rate.

Environmental Impact: None.

Recommended Action: Accept and file the September 2025 Treasurer's Report.

Submitted By: Jill Taura, Interim Finance Director

City Manager Approval: _____ Date: _____

Other Department Approval (when required): _____ Date: _____

CITY OF NEEDLES
CITY TREASURER'S REPORT

SCHEDULE OF CASH & INVESTMENTS
As of September 30, 2025

INVESTMENT TYPE	ISSUER	MATURITY	STATED YIELD	YIELD AT 365	BOOK VALUE (or COST)	FACE VALUE (PAR)	MARKET VALUE
CITY OF NEEDLES							
Local Agency Investment Fund	LAIF - State of California	-	4.340%	4.340%	9,654,359	9,654,359	9,654,359
Cash	Wells Fargo Bank Checking (...1955)	-	0.000%	0.000%	10,354,945	10,354,945	10,354,945
Cash	Wells Fargo Bank Checking (...1948)	-	0.000%	0.000%	207,040	207,040	207,040
Cash	Arrowhead Credit Union Checking (...4002)	-	0.000%	0.000%	3,322	3,322	3,322
Cash	Arrowhead Credit Union Money Market (...6002-20)	-	0.300%	0.300%	114,863	114,863	114,863
Cash	Arrowhead Credit Union Savings (...6002-01)	-	0.000%	0.000%	50	50	50
NPUA							
Local Agency Investment Fund	LAIF - State of California	-	4.340%	4.340%	6,318,583	6,318,583	6,318,583
Cash	Wells Fargo Bank Checking (...2938)	-	0.000%	0.000%	548,486	548,486	548,486
Cash	Wells Fargo Bank Savings (...5984)	-	0.010%	0.010%	4,116,626	4,116,626	4,116,626
Cash	Arrowhead Credit Union Checking (...3003-07)	-	0.000%	0.000%	3,393	3,393	3,393
HACN							
Local Agency Investment Fund	LAIF - State of California	-	4.340%	4.340%	0	0	0
Cash	Wells Fargo Bank Checking (...9997)	-	0.000%	0.000%	154,074	154,074	154,074
Cash	Wells Fargo Bank Checking (...6279)	-	0.630%	0.630%	798,731	798,731	798,731
	TOTAL CASH AND INVESTMENTS				**32,274,472**	**32,274,472**	**32,274,472**

As City Treasurer, I certify that sufficient funds are available to meet expenditures obligations for the next 6 months.

SIGNATURE: _____

Virginia Tasker, City Treasurer

CITY OF NEEDLES
CITY TREASURER'S REPORT

FISCAL AGENT REPORT
Schedule of Cash & Investments Managed by 3rd Party Trustees
As of September 30, 2025

TRUSTEE	ACCOUNT	US TREASURIES & AGENCIES Book	US TREASURIES & AGENCIES Market	CASH & CASH EQUIV.	TOTAL Book	TOTAL Market
NPUA						
2016 Revenue Refunding Bonds						
US BANK	Debt Service Fund (...3010)			19	19	19
2016 Water Revenue Refunding Bonds						
US BANK	Water Interest Fund (...3011)			8	8	8
US BANK	Water Principal Fund (...3012)			13	13	13
2016 Sewer Revenue Refunding Bonds						
US BANK	Sewer Debt Service Fund (...3020)			28	28	28
US BANK	Sewer Interest Fund (...3021)			11	11	11
US BANK	Sewer Principal Fund (...3022)			19	19	19
2016 Electric Revenue Refunding Bonds						
US BANK	Electric Debt Service Fund (...3030)			42	42	42
US BANK	Electric Interest Fund (...3031)			17	17	17
US BANK	Electric Principal Fund (...3032)			29	29	29
All American Canal						
ZIONS BANK	Canal Water Quality Maintenance Trust Fund			12,138,755	12,138,755	12,138,755
	TOTAL FUNDS MANAGED BY FISCAL AGENTS			12,138,943	12,138,943	12,138,943

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ HACN ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: Extension of Fiscal Year 2024 Audit Services Contract with Vasquez Company LLC

Background: On November 14, 2023, Council approved a professional services agreement with Vasquez Company LLC to provide independent audit services for the fiscal years ended June 30, 2023 and June 30, 2024. The term of the agreement was for two years and expires on November 14, 2025. Due to delays in completing the fiscal year 2023 audit, the audit for fiscal year 2024 is now expected to be completed by December 31, 2025 and audit work is well underway. However, in order to provide a buffer for any unforeseen circumstances in completing the audit, staff recommends extending the term to March 31, 2026.

Fiscal Impact: None.

Environmental Impact: None.

Recommended Action: Approve the extension of the Fiscal Year 2024 Audit Contract with Vasquez Company LLC to March 31, 2026

Submitted By: Jill Taura, Interim Finance Director

City Manager Approval: Patrick J Martinez Date: 10/23/2025

Other Department Approval (when required): _____ Date: _____

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

This FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("**AMENDMENT**") is made and entered into as of October 28, 2025 ("**EFFECTIVE DATE**"), by and between the City of Needles, a California charter city hereinafter referred to as "**CITY**" and Vasquez Company LLP, a California limited liability partnership hereinafter referred to as "**CONSULTANT**." CITY and CONSULTANT may be referred to individually as a "**PARTY**" and collectively as the "**PARTIES**."

RECITALS

WHEREAS, the PARTIES entered into that certain Professional Services Agreement dated November 14th, 2023 ("**AGREEMENT**"), the date of approval of the City Council; and

WHEREAS, CONSULTANT agreed to provide professional auditing services for the CITY, with compensation being Sixty-Five Thousand One-Hundred Dollars ($65,100) for fiscal year 2023 and Sixty-Six Thousand Nine-Hundred and Three Dollars ($66,903) for fiscal year 2024; and

WHEREAS, Section 3.1.2 of the AGREEMENT provides that the AGREEMENT shall automatically terminate after two (2) years unless extended in writing by the PARTIES with the approval of the City Council; and

WHEREAS, the PARTIES now desire to extend the term of the AGREEMENT to allow CONSULTANT sufficient time to complete the Fiscal Year 2024 audit in the event CONSULTANT cannot complete the Fiscal Year 2024 audit by November 14, 2025, when the term of the two-year AGREEMENT expires.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and CONSULTANT agree as follows:

1. **Incorporation of Recitals**. The PARTIES hereby agree that the recitals set forth in this AMENDMENT are deemed incorporated into this AMENDMENT and the AGREEMENT by this reference.

2. **Definitions.** All capitalized terms used but not defined in this AMENDMENT shall have the meanings ascribed to them in the AGREEMENT.

3. **Amendment to Section 3.1.2.** The PARTIES hereby agree that Section 3.1.2 of the AGREEMENT is hereby amended and replaced with the following:

> "3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until March 31, 2026, unless terminated earlier as provided herein. Any further extension of this Agreement shall require written approval by the City Council of the City."

4. **Purpose of Extension.** The PARTIES acknowledge and agree that the extension of the term of the AGREEMENT is specifically to allow CONSULTANT to complete the Fiscal Year 2024 audit in the event CONSULTANT is unable to complete such audit by November 14, 2025.

5. All other terms of the AGREEMENT not expressly amended by this AMENDMENT shall remain in full force and effect.

6. This AMENDMENT shall be governed by the laws of the State of California. Any legal action arising from or related to this AMENDMENT shall be brought in the state or federal courts of the State of California in and for the County of San Bernardino.

IN WITNESS WHEREOF, the PARTIES hereby have made and executed this AMENDMENT to be effective as of the day and year first above written.

CITY OF NEEDLES, CALIFORNIA	**CONSULTANT** **VASQUEZ COMPANY LLP**
By: _____	By: Corey A. Canida
Title: _____	Title: Partner
Date: _____	Date: October 13, 2025

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: October 28, 2025

Title: Resolution 2025-43 approving an Agreement between the San Bernardino County Transportation Authority and City of Needles for Senate Bill 125 Funds Administration; and authorize the creation of a new fund to account for the restricted revenues and expenditures associated with the new shuttle service and move the existing current year budget to the new fund

Background: The San Bernardino County Transportation Authority is a direct recipient of SB 125 funds that are transferred to SBCTA after CalSTA approval of an allocation package. As part of the allocation package, the City of Needles Fort Mohave Bullhead Shuttle was submitted for funding of operational expenditures to implement the new service. Total approved funding for the City of Needles is $247,084.

Fiscal Impact: The City will receive funding of $247,084 to cover costs over the next several years associated with the new shuttle service. The current Fiscal Year 2025-2026 budget includes $55,211 for operations funded by $36,232 in SB 125 funds, $14,979 in State Transit Assistance Funds, and $4,000 in fare revenue. Given that the SB 125 will cover the shuttle costs over multiple years, staff proposes moving the budget to a new "Dial-A-Ride Fort Mohave Bullhead Shuttle" fund to better account for this restricted revenue and tracking of allowable expenditures.

Environmental Impact: N/A

Recommended Action: Waive the reading and adopt Resolution 2025-43 approving an Agreement between the San Bernardino County Transportation Authority and City of Needles for Senate Bill 125 Funds Administration; and authorize the creation of a new fund to account for the restricted revenues and expenditures associated with the new shuttle service and move the existing current year budget to the new fund.

Submitted By: Cheryl Sallis, Community Services Manager

City Manager Approval: Patrick J Martinez Date: 10/23/2025

Other Department Approval (when required): Jill Tahura, Interim Finance Director Date: 10/23/2025

RESOLUTION NO. 2025-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY AND CITY OF NEEDLES FOR SENATE BILL 125 FUNDS ADMINISTRATION AND AUTHORIZE THE CREATION OF A NEW FUND TO ACCOUNT FOR THE RESTRICTED REVENUES AND EXPENDITURES ASSOCIATED WITH THE NEW SHUTTLE SERVICE AND MOVE THE EXISTING CURRENT YEAR BUDGET TO THE NEW FUND

WHEREAS, the San Bernardino County Transportation Authority (SBCTA) serves as a direct recipient for SB 125 funds that are available to the San Bernardino region which includes the City of Needles, a public entity operating transit services; and

WHEREAS, as part of the SB 125 Approved Project List(s), SBCTA received approval from the California State Transportation Agency (CalSTA) for SB 125 funding for the City of Needles Fort Mohave Bullhead Shuttle (operations expenditures) to implement the new shuttle service; and

WHEREAS, SBCTA has provided Agreement No. 25-1003225 which addresses the roles and responsibilities for allocation, disbursement, accounting, auditing, and reporting required for the administration of these funds; and

WHEREAS, given that the SB 125 funds will cover the shuttle costs over multiple years, staff proposes moving the budget to a new "Dial-A-Ride Fort Mohave Bullhead Shuttle" fund to better account for this restricted revenue and tracking of allowable expenditures.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves an Agreement between the San Bernardino County Transportation Authority and City of Needles for Senate Bill 125 Funds Administration and authorizes and directs the Mayor to sign same for and on behalf of the City of Needles; and further authorizes the creation of a new fund to account for the restricted revenues and expenditures associated with the new shuttle service and move the existing current year budget to the new fund.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 28th day of October, 2025, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Janet Jernigan, Mayor

ATTEST:

Candace Clark, City Clerk

APPROVED AS TO FORM:

Lena Wade, Deputy City Attorney

AGREEMENT NO. 25-1003225

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF NEEDLES

FOR

SENATE BILL 125 FUNDS ADMINISTRATION

This Memorandum of Understanding (MOU) is made and entered into by and between the San Bernardino County Transportation Authority ("SBCTA") and City of Needles ("AGENCY") for the purpose of defining the roles and responsibilities of the two parties with respect to the receipt of Transit and Intercity Rail Capital Program ("TIRCP") Program Funds and Zero-Emission Transit Capital Program ("ZETCP") funds allocated to SBCTA by the California State Transportation Agency (CalSTA), hereinafter referred to collectively as "SB125 Funds". SBCTA and AGENCY are each a "Party" and collectively "Parties".

RECITALS

WHEREAS, AGENCY is a public entity operating transit services; and

WHEREAS, SBCTA must serve as a direct recipient for SB125 Funds that are available to the San Bernardino region and that are allocated to AGENCY by SBCTA as defined in Section 13987(j) of the Government Code; and

WHEREAS, SBCTA desires to work as a partner with AGENCY in ensuring the execution and completion of AGENCY's projects funded by SB125 Funds and included in the SB125 Approved Project List(s) recommended by the SBCTA Board of Directors and approved by CalSTA; and

WHEREAS, this MOU addresses the roles and responsibilities for the administration of the SB125 Funds allocated to AGENCY by SBCTA; and

WHEREAS, the Parties understand that the SB125 Funds allocated to AGENCY by SBCTA will be remitted directly to SBCTA from the State; and

WHEREAS, the Parties understand that the disbursement of SB125 Funds allocated to AGENCY by SBCTA is contingent on SBCTA receiving remittance of SB125 Funds from the State; and

WHEREAS, the Parties acknowledge that certain SB125 Funds remitted to SBCTA are necessary for certain administrative and financial functions to be used for approved projects to be undertaken by AGENCY.

NOW, THEREFORE, it is mutually understood and agreed by SBCTA and AGENCY as follows:

ARTICLE I. RESPONSIBILITIES OF SBCTA AND AGENCY

A. AGENCY shall assist SBCTA in determining eligible projects to be undertaken by AGENCY and the amount of SB125 Funds required for each eligible AGENCY project.

B. The SBCTA Board of Directors shall approve the SB125 Funds apportionments and Project List(s) in accordance with SB125 Program Guidelines developed by CalSTA and in accordance with the estimated funding levels identified by SB125.

C. AGENCY will prepare, with assistance from SBCTA as needed, all documentation required to be submitted to CalSTA to receive allocations of SB125 Funds. SBCTA will submit required documents to CalSTA, in accordance with the SB125 Program Guidelines developed by CalSTA, for mutually agreed upon eligible projects.

D. For operating funds, SBCTA shall disburse SB125 Funds to AGENCY as SBTCA receives SB125 funds from CalSTA. Total disbursement amounts to AGENCY will be in accordance with AGENCY's approved operator allocations approved by the SBCTA Board of Directors.

E. For capital projects, SBCTA shall disburse SB125 Funds to AGENCY as AGENCY bills SBCTA on a cost-incurred basis. Total disbursement amounts to AGENCY will be in accordance with AGENCY's approved SB125 Fund allocation amount.

F. AGENCY shall deposit their TIRCP Funds and ZETCP Funds into interest-bearing bank accounts dedicated only to the TIRCP and ZETCP Funds for transparency of fund receipt and in accordance with the SB125 Program Guidelines developed by CalSTA. If separate accounts are not possible, AGENCY must show documents or subaccounts dedicated to TIRCP Funds and ZETCP Funds.

G. AGENCY shall document and publicize the TIRCP and ZETCP in proper context when developing press releases and board documents or in hosting public events, such as project groundbreakings, for projects awarded funding from SB125. References should be made to TIRCP, ZETCP, CalSTA as the program sponsor, and the state programs as fund sources, as applicable, to ensure transparency regarding the funding of the projects,

H. AGENCY shall prepare, with assistance from SBCTA as needed, all required reports related to receipt and expenditure of SB125 Funds, including annual reports due on October 31 of each year and close-out reports, in accordance with the SB125 Program Guidelines developed by CalSTA. SBCTA will submit the finalized reports to CalSTA on behalf of AGENCY.

I. AGENCY is responsible for ensuring the project is completed as described in the SB125 Project List(s) approved by the SBCTA Board of Directors and CalSTA.

J. AGENCY is responsible for notifying SBCTA expeditiously should any circumstances prevent AGENCY from completing the project as described in SB125 Project List(s) approved by the SBCTA Board of Directors and CalSTA. AGENCY will provide all documentation required for SBCTA to submit a modified SB125 Project List to CalSTA for approval upon approval by the SBCTA Board of Directors.

K. AGENCY acknowledges that audits and on-site monitoring can take place at any time at the discretion of CalSTA, without prior warning given to AGENCY. CalSTA has the right to audit the project records, including technical and financial data of SBCTA, AGENCY, and any consultant or sub-consultants at any time after award, during the course of the project and for three years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request.

L. AGENCY acknowledges that the State may terminate the disbursement of funds if it learns of or otherwise discovers that there are allegations supported by reasonable evidence that a violation of any State or Federal law or policy by AGENCY that affects performance of this funding or any other grant agreement or contract entered into with the State. If funding disbursement is terminated, or project approval revoked, AGENCY may be required to fully or partially repay funds from the TIRCP or ZETCP.

M. In the case that expenditure deadlines are amended into the SB125 Program Guidelines developed by CalSTA, AGENCY is responsible for ensuring SB125 Funds are expended by the deadline.

ARTICLE II. GENERAL PROVISIONS

A. Term of MOU: This MOU shall be effective upon execution by SBCTA. The MOU shall remain in effect until terminated by mutual written consent of both parties.

B. Legal Authority: The signatories to this MOU warrant that they are duly authorized to execute this MOU on behalf of the Parties and that, by so executing the MOU, the Parties hereto are formally bound to the provisions of this MOU.

C. Assignment: Neither this MOU, nor any of the Parties' rights, obligations, duties, or authority under this MOU may be assigned in whole or in part by either Party without the proper written consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to any assignment shall not be deemed consent to any subsequent assignment.

D. Governing Law: The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this agreement.

E. Withdrawal and Termination: Any Party may withdraw from this MOU upon thirty (30) days' written notice to the other Party, providing that the notice of withdrawal sets forth the effective date of the withdrawal and the reason for the withdrawal.

F. Notices: Any notices, requests, or demands made between the Parties pursuant to this MOU are to be directed as follows:

City of Needles
817 Third Street
Needles, CA 92363
Attn: Cheryl Sallis
Community Services Manager
csallis@cityofneedles.com

San Bernardino County Transportation Authority
1170 W Third Street, 2nd Floor
San Bernardino, CA 92410
Attn: Brianna Martinez
Management Analyst III
bmartinez@gosbcta.com

G. Severability: If any term, provision, covenant, or condition of this MOU is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant, or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

H. Counterparts of MOU: This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered, shall be deemed an original and all of which together shall constitute the same agreement. Electronic signatures are permitted.

I. Force Majeure: Either Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood or other natural disaster; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party, when notice of such event is given within 21 calendar days of its occurrence and satisfactory evidence of such cause is presented to the other Party, and provided further that such event was unforeseeable, beyond the control of and not due to the fault of the Party seeking excuse of performance.

J. The Recitals are incorporated into and made a part of this MOU.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding below.

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

_____
Carolyn L. Schindler
Executive Director

_____
Date

Approved as to Form:

_____
Julianna K. Tillquist
SBCTA General Counsel

_____
Date

CITY OF NEEDLES

_____
Janet Jernigan
Mayor

_____
Date

Approved as to Form:

_____
John Pinkney
City Attorney

_____
Date

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: Approve Amendment No. 30 to Contract No. 99-376 with the County of San Bernardino for law enforcement services in the City of Needles and increase appropriations by $172,195 for the Sheriff's contract and $25,000 for overtime funded with $197,195 of General Fund reserves

Background: The City was notified by the San Bernardino County Sheriff's Department that the Sheriff's Employees' Benefit Association (SEBA) received an MOU increase, effective October 4, 2025, that will increase the cost of the overall law enforcement contract by approximately 6.9%. The original contract, previously approved by Council, was $3,675,205. This amendment will increase the overall contract by $252,195 to a total of $3,927,400 for Fiscal Year 2025-2026.

In anticipation of County's labor negotiations, the City Manager budgeted a contingency of $80,000 for the salary portion of the contract and an additional $15,000 for associated overtime costs. However, due to the unanticipated size of the increase, the budget is short by $172,195 for the base contract and $25,000 in associated overtime. The Sheriff's Department anticipates an additional 4% increase in year 2 and another 4% in year 3 over the term of the contract.

Fiscal Impact: $197,195 in General Fund reserves are needed to cover the increased costs of the contract with the County Sheriff's Department. This contract amendment has no effect on the Sheriff's Service Specialist, which is funded using COPS funds, or the contractual arrangement with the Needles Unified School District that pays 50% of the costs of that position.

Environmental Impact: None.

Recommended Action: That Council:

1. Approve Amendment No. 30 to Contract No. 99-376 with the County of San Bernardino amending Schedule A to reflect an MOU increase for certain personnel effective as of October 4, 2025; and,

2. Increase appropriations by $172,195 for the Sheriff's contract and $25,000 for overtime funded with $197,195 of General Fund reserves.

Submitted By: Patrick Martinez, City Manager

City Manager Approval: Patrick J Martinez Date: 10/23/2025

Other Department Approval (when required): Jill Taura, Interim Finance Director Date: 10/23/2025

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

99-376 A-30

SAP Number

N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	City of Needles
Contractor Representative	Janet Jernigan, Mayor
Telephone Number	(909) 799-2800
Contract Term	07/01/2025 through 06/30/2026
Original Contract Amount	$3,675,205
Amendment Amount	$252,195
Total Contract Amount	$3,927,400
Cost Center	4414351000

IT IS HEREBY AGREED AS FOLLOWS*:*

AMENDMENT No. 30

Effective October 4, 2025, Contract No. 99-376 to provide law enforcement service to the City of Needles is hereby amended by replacing Schedule A referred to in Section II. CONSIDERATION, with the Schedule A attached hereto and incorporated herein by this reference.

Except as amended, all other terms and conditions of this Contract remain as stated therein.

[With the exception of signatures, this page is intentionally left blank].

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated:

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By
Deputy

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

By ►
(Authorized signature - sign in blue ink)

Name Janet Jernigan
(*Print or type name of person signing contract)*

Title Mayor
(Print or Type)

Dated:

Address 817 Third Street

Needles, CA 92363-2933

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	►
Grace B. Parsons, Deputy County Counsel		Carolina Mendoza, Chief Deputy Director of Sheriff's Administration
Date	Date	Date

SCHEDULE A
Law Enforcement Services Contract
City of Needles
2025-26

LEVEL OF SERVICE		COST	MOU INCREASES (EFF. 10/4/25)	TOTAL NEW CONTRACT AMOUNT (EFF. 10/4/25)
0.31	Lieutenant	$ 124,648 [1]	$ 10,705 [1]	$ 135,353 [1]
1.35	Sergeant	437,153 [1]	34,745 [1]	471,898 [1]
1.00	Detective/Corporal	275,764 [1]	25,227 [1]	300,991 [1]
8.42	Deputy Sheriff	1,933,628 [1]	181,518 [1]	2,115,146 [1]
0.90	Sheriff's Service Specialist	85,989 [1]		85,989 [1]
0.50	Office Specialist	49,534 [1]		49,534 [1]
4.00	Marked Unit	90,634 [2]		90,634 [2]
1.00	Unmarked Unit	11,395 [2]		11,395 [2]
0.90	Pickup truck	9,884 [2]		9,884 [2]
1.00	Citizen Patrol Truck	8,763 [2]		8,763 [2]
	Dispatch Services	217,072 [1]		217,072 [1]
11.90	HTs (Amortization, Access & Maintenance)	19,064		19,064
10.00	Taser Replacement (Amortized over 5-years)	10,316		10,316
	Administrative Support	17,208		17,208
	Office Automation	42,341		42,341
	Body Worn Cameras	14,646		14,646
	Vehicle Insurance	22,887		22,887
	Personnel Liability & Bonding	262,978		262,978
	Workers' Comp Experience Modification	(12,185)		(12,185)
	County Administrative Cost	53,487		53,487
	Cost for FY2025-26	**$ 3,675,205** [1-5]	**$ 252,195** [1]	**$ 3,927,400** [1-5]

Monthly Payment Schedule

1st payment due July 15, 2025:	$306,268
2nd through 3rd payments due the 5th of each month:	$306,267
4th payment due October 5, 2025:	$334,294
5th through 12th payments due the 5th of each month:	$334,288

[1] Personnel costs include salary and benefits and are subject to change by Board of Supervisors' action. Changes in salary and benefit costs will be billed to the City on a quarterly invoice.

[2] Vehicle costs do not include fuel and maintenance. The City is responsible for fuel, repair and maintenance of all contract vehicles, including collision damage. All fuel, repair and maintenance costs incurred by the County will be billed to the City on a quarterly invoice.

[3] No replacement cost is included for grant funded or donated vehicles.

[4] Services and supplies will be billed to the City on a quarterly invoice.

[5] Grant funded, donated and non-replaceable vehicles will incur a vehicle insurance and equipment connection cost for the period the vehicle is in use.

SCHEDULE A
Law Enforcement Services Contract
City of Needles
2025-26

Additional Costs Billed Quarterly:

The City will be billed on a quarterly basis for the following items:

- Increase to salaries and benefits resulting from Board of Supervisors-approved changes to Memoranda of Understanding with the County's various employee organizations.
- Actual overtime costs.
- Actual on-call costs.
- Actual costs of vehicle fuel, repair and maintenance, including the costs of collision repair.
- Actual costs for services and supplies.

LEVEL OF SERVICE SUMMARY

SAFETY:		
Lieutenant	-	0.31
Sergeant	-	1.35
Detective/Corporal	-	1.00
Deputy Sheriff Tier 2	-	8.42
		11.08

GENERAL:		
Sheriff's Service Specialist	-	0.90
Office Specialist	-	0.50
Dispatchers	-	1.40
		2.80

VEHICLES:		
Marked Patrol Units	-	4.00
Safety Unmarked Units	-	1.00
Pickup Trucks	-	0.90
Citizen Patrol		1.00
Donated Vehicles-Ins Only	-	3.00 *
		9.90

DONATED VEHICLES LIST:		
Command Post Trailer	-	1.00 *
Polaris UTV	-	1.00 *
Message Board Trailer	-	1.00 *
		3.00 *

***** (Included for insurance costs only)

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: October 28, 2025

Title: Direction Regarding Visitor Center Program and California Welcome Center Certification

Background: On October 20, 2025, the Visitor Center Committee, including representatives from the Needles Chamber of Commerce, met to evaluate the feasibility of pursuing California Welcome Center (CWC) certification and to assess the long-term costs and operational impacts.

After reviewing financial data and program requirements, the Committee determined that the costs associated with certification and expanded operations would not be financially feasible for the City at this time. The projected costs include approximately $95,000 in the first year, covering one-time startup and branding expenses, and about $71,000 annually thereafter to maintain seven-day-per-week operations and staffing. This represents an estimated total of $379,000 over the initial five-year period.

As part of the financial review, staff also evaluated specific CWC program expenses, including a one-time application fee ($1,000), welcome package ($9,000) for required signage and displays, annual membership dues ($5,000) for participation in statewide marketing and promotions, and Caltrans freeway signage (≈$7,000) for directional wayfinding. These costs, combined with the additional labor and operational requirements, contributed to the Committee's recommendation to defer the program.

The Committee recommended that the City focus on strengthening the capacity of the existing Visitor Center and leveraging the upcoming Route 66 Centennial to naturally attract increased tourism. With the Centennial expected to draw significant traveler interest statewide, Needles has a strategic opportunity to position itself as the gateway to the Colorado River Valley region, highlighting its heritage, recreation, and hospitality assets.

The City will continue to support tourism and visitor outreach through its ongoing partnership with Tripepi Smith & Associates, who provide professional marketing and public affairs services under a not-to-exceed $40,000 annual contract. Their current scope includes attraction videos, social media and digital ad campaigns, and brand promotion tied to the Route 66 Centennial.

The Chamber of Commerce will maintain day-to-day Visitor Center operations under the existing $24,000 annual agreement (expiring April 21, 2026), aligning messaging and outreach efforts with the City's broader marketing strategy.

Fiscal Impact: The Visitor Center Committee estimates the total cost of certification and expanded operations at approximately $95,000 in the first year, including startup and branding expenses, and $71,000 annually thereafter to sustain seven-day-per-week operations and staffing—about $379,000 over five years. These figures include the existing $24,000 annual payment to the Chamber of Commerce for Visitor Center operations. Deferring the California

Welcome Center initiative avoids these additional costs and keeps the program within the City's existing tourism and marketing budget.

Recommended Action: That the City Council:

1. Acknowledge the findings of the October 20, 2025 Visitor Center Committee meeting.
2. Defer pursuit of California Welcome Center certification due to cost and sustainability considerations.
3. Direct staff to focus on leveraging the existing Visitor Center and the City's marketing partnership to promote Needles during the Route 66 Centennial and attract visitors to the Colorado River Valley region.

Submitted By: Patrick Martinez, City Manager

City Manager Approval: Patrick J Martinez Date: 10/23/2025

Other Department Approval (when required): _____ Date: _____

TIER ADD-ONS RECAP

TIER ONE:

AWNING	$TBD
BRANDED APPAREL	$TBD
BRANDED PROPS	$1,700-2150
BROCHURE RACK UPGRADE	$TBD
SOCIAL MEDIA KIOSK	$30-200/month
EXPLORE BOARD	$4,000

TIER TWO:

EXTERIOR BENCH	$3,200
EXTERIOR BIKE RACK	$2,625
DISPLAY KIOSK	$8,000-10,000
CONCESSIONS KIOSK	$7,000-9,000
INTERACTIVE MAP	$25,000
FLOORING	$TBD

Agenda Item 14.

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

Mayor, Janet Jernigan
Vice Mayor Ellen Campbell
Councilmember Tona Belt
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake
Councilmember Larry Ford

City Manager Patrick J. Martinez

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: October 10, 2025

1. **Needles Honored with Helen Putnam Award at Cal Cities Conference**
From October 8–10, 2025, Mayor Janet Jernigan, Councilmember JoAnne Pogue, and City Manager Patrick Martinez represented the City of Needles at the League of California Cities Annual Conference, where Needles was honored with the 2025 Helen Putnam Award for Excellence. Presented annually by the League, the award recognizes cities for innovative programs that enhance community well-being and service delivery. Needles received this distinction in the Public Works, Infrastructure, and Transportation category for the Bob Belt Beach Park Project — a Clean California-funded transformation of a once-underutilized riverfront into a safe, shaded, and ADA-accessible public space that fosters recreation and community pride. As award winners, the City hosted a booth at the conference, providing an opportunity to share Needles' story of innovation, resilience, and community revitalization with leaders from across California. The official press release is available here, and the award presentation can be viewed here.

2. **City of Needles Featured in *PublicCEO* for Innovation and Excellence**
The City of Needles was featured twice this week in *PublicCEO*, a statewide publication highlighting innovation and leadership in local government. The first article, published in *PublicCEO*'s special League of California Cities Conference edition, recognized Needles' 2025 Helen Putnam Award for Excellence for the Bob Belt Beach Park Project. The feature celebrated the City's transformation of a once-underutilized riverfront into a safe, shaded, and ADA-accessible public space that promotes recreation and community pride. *(Here is the link to the article: City of Needles Receives Helen Putnam Award for Bob Belt Beach Park Project).* The second article highlighted the City's redesigned website, developed in partnership with Tripepi Smith, which enhances accessibility, usability, and alignment with the City's goals for transparency and community engagement. *(Here is the link to the article: City of Needles Launches Redesigned Website with Tripepi Smith Support).*

These statewide features directly support the City Council's goals to enhance public communication, improve access to City services, and invest in quality-of-life projects that strengthen community identity and attract visitors to Needles.

3. **City Manager Participates in California City Management Foundation Panel**
City Manager Patrick Martinez was honored to serve as a panelist at the 2025 League of California Cities Annual Conference, participating in the California City Management Foundation's (CCMF) session titled *"Reframing Career Challenges as Leadership Milestones."* The panel, moderated by El Cerrito City Manager Karen Pinkos, also included Alexa Davis, Assistant City Manager of Rolling Hills Estates, and Bret Prebula, City Manager of Suisun City. Drawing from Needles' real-world experience, Martinez shared how city leaders can turn organizational challenges into opportunities for growth, resilience, and stronger team culture — emphasizing that "communication is leadership." Participation in this statewide forum directly supports the City Council's goals of advancing professional excellence, fostering effective leadership, and promoting a culture of continuous improvement across all departments. The full CCMF event announcement is available here.

4. **Urban Land Institute (ULI) Technical Assistance Panel in Needles**
The City of Needles was honored to host the Urban Land Institute (ULI) California–Nevada Technical Assistance Program (TAP), one of only six cities selected statewide for this fully grant-funded initiative. Led by ULI Orange County/Inland Empire and supported by the Randall Lewis Center for Sustainability in Real Estate, the panel of experts provided strategic guidance on housing, economic development, and climate resilience. Their presentation, *"Heat and Housing in Needles,"* outlined actionable steps to attract investment, address extreme heat, and enhance community livability — aligning with the City Council's goals for sustainable growth and resilient infrastructure. The City extends its appreciation to the TAP panel — including Kendra Chandler, Karen Gulley, Scott Naples, Tammy Seale, Tom Grable, Matthew Romero, Adam Seidman, Kelly Annis, and Mallory Belknap — for their time, expertise, and commitment to the future of Needles. Please refer to the attached presentation for discussion topics and preliminary findings; the final report will be distributed in November.

5. **Needles Pride Program & Infrastructure Improvements**
The Needles Pride Program brings together residents, property owners, and businesses to beautify neighborhoods, promote civic pride, and support property maintenance. The City continues to invest in infrastructure, public safety, and enhanced public spaces through ongoing beautification and improvement projects. As part of these efforts, new custom decorative light fixtures for Broadway and Santa Fe Park were delivered this week, with installation scheduled to begin immediately. These fixtures will enhance the aesthetics and nighttime visibility of the downtown corridor, reinforcing the City's commitment to creating a welcoming, vibrant, and well-lit community. Residents can report concerns by calling 760-326-2115 (press #9) or using the Needles Connect app **on Google Play Store** (Android) and **Apple Store** (iOS)**.** Together, we're

building a safer, stronger Needles! Refer to the attached images for a preview of the new lights.

6. **River's Edge Golf Course – Restaurant Improvement Project**
   Construction is scheduled to begin next week on the City's facility improvement project at the River's Edge Golf Course, located at 144 Marina Drive. The 90-day project represents a significant investment in Needles' tourism corridor along the Colorado River, advancing the City's long-term strategy to enhance recreation, hospitality, and economic activity in this destination area. The improvements include major upgrades to the restaurant and kitchen facilities to meet San Bernardino County Health Department standards, ensuring the site's long-term viability and improved service for residents, visitors, and golfers. The project is being completed in partnership with 19th Hole Bar & Grill, LLC under a newly approved 10-year lease, which secures ongoing restaurant operations and provides a steady revenue stream for the City. This investment strengthens one of Needles' most valuable community assets on the Colorado River and directly supports the City Council's goal of reinvesting in tourism-focused infrastructure to promote sustainable local growth. During construction, the bar area will remain open while the kitchen is temporarily closed.

7. **Double Ten Day Flag-Raising Ceremony – 52nd Anniversary**
   On October 10, 2025, the City of Needles proudly celebrated the 52nd anniversary of its annual Double Ten Day flag-raising ceremony at the historic Needles Courthouse. The event honors the National Day of the Republic of China (Taiwan) and continues a tradition that began in 1972, symbolizing Needles' enduring commitment to cultural exchange and international friendship. The ceremony featured the Republic of China Air Force Veterans Color Guard and was attended by representatives from the Taipei Economic and Cultural Office in Los Angeles, along with City, County, and community dignitaries. City officials in attendance included Mayor Janet Jernigan, Councilmembers Henry Longbrake and JoAnne Pogue, and City staff. With the exception of one interruption following 9/11, this cherished tradition has been held for more than five decades, reflecting Needles' lasting connection to the global community. Please refer to the attached images for highlights from the ceremony.

8. **2025 State of the City – Now Available Online**
   The City of Needles' 2025 State of the City presentation is now available for viewing on the City's newly redesigned website. Click here to watch the full presentation. Held on September 25 in partnership with the Needles Chamber of Commerce and Visitor Center, this year's State of the City carried the theme *"From Planning to Progress,"* highlighting the City's growth and momentum driven by the collaboration of the City Council, staff, local businesses, and residents. Mayor Janet Jernigan highlighted key achievements, including a 91% increase in citywide property values since 2017, more than $10 million reinvested in streets, water systems, and safe drinking water, and the transformation of parks such as Duke Watkins Park and Bob Belt Beach Park — the latter recognized as the APWA Project of the Year. The program also celebrated new housing solutions, including 29 affordable micro-units converted

from the former River Valley Inn Motel, expanded HUD-VASH veteran housing, and continued economic growth supported by tourism and more than 600 new jobs in the City's emerging industries. With major infrastructure investments underway and the Route 66 Centennial on the horizon, Needles continues to build a stronger, more resilient community.

9. **Final Reminder – Resume Building Workshop at Palo Verde College**
   Final reminder: Palo Verde College Needles Center will host a Resume Building Workshop on Wednesday, October 15, 2025, from 1:00 p.m. to 2:00 p.m. at 725 W. Broadway Street, Needles. Led by Artemiza Lujano, this free session will help participants craft professional, tailored resumes that highlight their strengths and meet employer expectations. Attendees are encouraged to bring a current resume, but those without one will create one during the workshop. For more information, contact artemiza.lujano@paloverde.edu or call 760-921-5448.

10. **Mobile Dental Clinic at Colorado River Medical Center**
    The City of Needles is pleased to share that the San Bernardino County Department of Public Health will return to Needles with its Mobile Dental Clinic from **October 20–24, 2025**, in the parking lot of the Colorado River Medical Center, 1401 Bailey Avenue. The clinic will offer screenings, exams, cleanings, fillings, limited root canal treatments, and other essential dental services for Medi-Cal recipients and uninsured residents, expanding access to vital healthcare in our community. Appointments are strongly recommended and can be scheduled by calling **1 (800) 722-4777** (press 5). Additional information is available at **dph.sbcounty.gov/clinics**. The City extends its appreciation to San Bernardino County for their continued partnership and commitment to community wellness, as this initiative directly supports the City Council's goal of improving quality of life by expanding access to essential healthcare services. Refer to the attached flyer for details and clinic hours.

11. **Discover IE Tri-State Route 66 Media Delegation Visit**
    The City of Needles will be featured as part of the *Discover Inland Empire Pre-ITF (Taipei International Travel Fair) Route 66 Tri-State Media Delegation Visit* from **October 13–18, 2025**. Organized in partnership with Ontario International Airport and Taiwan's China Airlines, the program will highlight key destinations along Route 66 ahead of the Taipei International Travel Fair — one of Asia's largest travel expos. The media delegation will visit Needles on **October 17** to tour historic landmarks, including the Needles Museum and Wagon Wheel sign, promoting the city's role as California's eastern gateway on Route 66. This initiative offers valuable international exposure and aligns with the City Council's goals of advancing tourism, economic development, and regional collaboration.

12. **Celebrate 70 Years of Mustang Tradition – NHS Homecoming 2025**
    Needles High School (NHS) proudly celebrates its 70th annual Homecoming this week. The festivities kicked off with the Mustang Drive and spirited Community Pep Rally, followed by the traditional Senior Class Bonfire. Earlier today, the Homecoming Parade filled the streets with school pride and

community spirit as residents, alumni, and students came together to celebrate decades of Mustang tradition. Tonight, the NHS Mustangs take on Lincoln at 7:00 PM. Congratulations to this year's Homecoming Grand Marshal and to all those who helped make this milestone celebration a success.

13. **Community Events Calendar Now Live**
    The City's new website now features a **Community Events Calendar**—your go-to source for what's happening in Needles. From festivals to meetings, it's designed to keep residents and visitors connected. Local organizations are invited to submit or update events through the City Clerk's Office to keep the calendar fresh and inclusive. Contact Candace Clark at cclark@cityofneedles.com to participate. Together, we can showcase the best of Needles, strengthen community spirit, and make it easier than ever to stay informed. The calendar can also be downloaded directly to your phone.

1. LEAGUE OF CITIES CONFERENCE

1. LEAGUE OF CITIES HELEN PUTNAM AWARD

1. LEAGUE OF CITIES HELEN PUTNAM AWARD

2. PUBLICCEO FEATURE

City of Needles receives Helen Putnam Award for Bob Belt Beach Park project

The City of Needles is proud to announce it has received the Helen Putnam Award for Excellence in Public Works, Infrastructure, and Transportation from the League of California Cities for its Bob Belt Beach Park Project. The League presented the award at its Annual Conference on October 9, recognizing the City's work to transform a neglected riverfront into a safe, accessible, and community-centered public space that now serves as both a public health resource and a source of local pride.

Needles — one of California's hottest cities — set a national heat record in July 2024 with an average temperature of 103.2 °F, surpassing Phoenix's mark and underscoring the urgent need for safe, shaded public spaces. That same year, the City secured a $2.2 million grant to redevelop a long-used but unsafe and unsanitary informal riverfront area into what is now Bob Belt Beach Park, named in honor of a longtime community advocate.

Recent News

City of Baldwin Park receives Helen Putnam Award for Excellence for Successful Homeless Initiatives
October 10, 2025

City of Hercules reports continued success toward the goals of its FY 2025-26 Capital Improvement Program
October 10, 2025

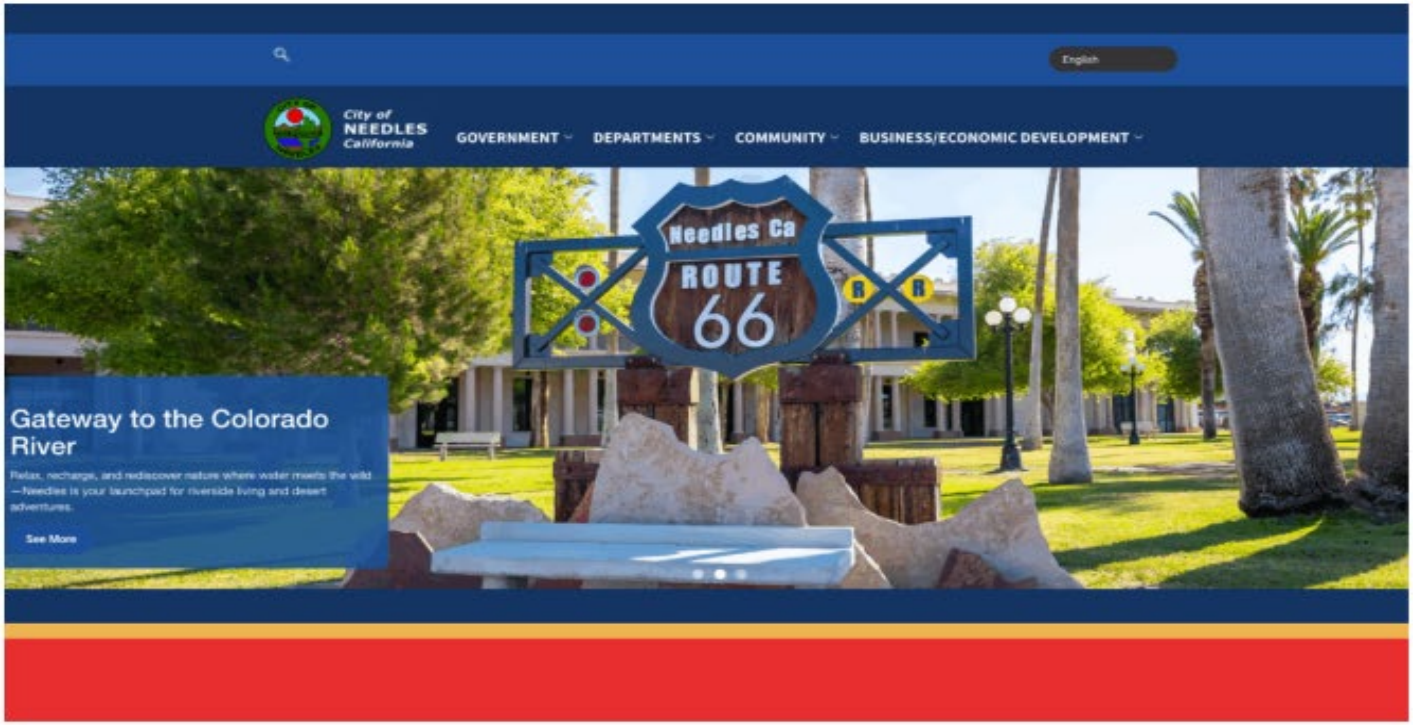
La Cañada Flintridge partners with Tripepi Smith on Budget at a Glance
October 10, 2025

City of Calabasas continues to invest in safer, smarter transportation
October 10, 2025

City of Needles receives Helen Putnam Award for Bob Belt Beach Park project
October 10, 2025

2. PUBLICCEO FEATURE

City of Needles launches redesigned website with Tripepi Smith support



The City of Needles partnered with Tripepi Smith to strengthen its digital presence through a comprehensive website content audit and website redesign. This multi-phase project not only refreshed the City's online identity, but also delivered a more user-friendly, accessible experience for the Needles community.

The project began with a deep-dive content audit led by Senior Business Analyst Devyn Fisher and Junior Business Analyst Erica Chandler, with strategic oversight from Principal Jennifer Nentwig. The team evaluated the City's highest-priority and most visited webpages, identifying opportunities to improve clarity, consistency

Recent News

City of Baldwin Park receives Helen Putnam Award for Excellence for Successful Homeless Initiatives
October 10, 2025

City of Hercules reports continued success toward the goals of its FY 2025-26 Capital Improvement Program
October 10, 2025

La Cañada Flintridge partners with Tripepi Smith on Budget at a Glance
October 10, 2025

City of Calabasas continues to invest in safer, smarter transportation
October 10, 2025

City of Needles receives Helen Putnam Award for Bob Belt Beach Park project
October 10, 2025

3. CALIFORNIA CITY MANAGEMENT FOUNDATION

4. ULI TAP PROGRAM

4. ULI TAP PROGRAM

5. CITYWIDE BEAUTIFICATION

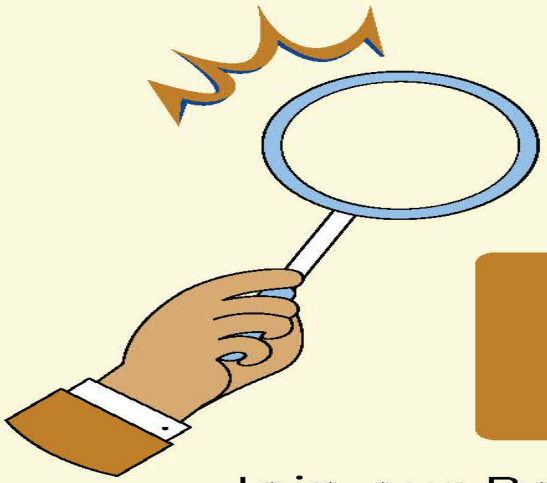
7. DOUBLE TEN DAY

9. PALO VERDE RESUME WORKSHOP

PALO VERDE COLLEGE

WHERE KNOWLEDGE TAKES ROOT AND OPPORTUNITY GROWS

RESUME BUILDING WORKSHOP



Wednesday, October 15 , 2025
1 pm-2 pm - B07

Join our Resume Writing Workshop! Learn how to craft a professional resume that stands out. Tailor your experience, highlight your key skills, format it like a pro, and avoid common mistakes. Get the tips you need to land your next opportunity!

- Write a Targeted Resume – Learn how to tailor your resume for specific jobs.
- Tips & Tricks – Create a clean, professional layout that stands out.
- Essential Skills & Structure – Highlight your strengths effectively.
- What Employers Look For – Understand key hiring criteria.
- The "Don'ts" – Avoid common resume mistakes.

Palo Verde College Needles Center
725 W. Broadway St. Needles, CA 92363

artemiza.lujano@paloverde.edu

10. MOBILE DENTAL CLINIC

SAN BERNARDINO COUNTY | Public Health

Appointments are strongly recommended

Dental Services

Mobile Dental Clinic On-The-Go

No insurance? We can help!

Who Can Benefit?

Open to uninsured and those who have applied for Medi-Cal

Services Provided

- **Basic dental screenings, and assessments**
- **Preventative care and oral health education**
- **Comprehensive exam with dental x-rays for diagnosis and treatment planning**
- **Cleanings**
- **Application of topical fluoride varnish**
- **Fillings**
- **Limited root canal treatments and extractions**

To apply for Medi-Cal, scan the QR code or visit the link:

bit.ly/SBCMedi-Cal

Where?

Colorado River Medical Center (Parking Lot)
1401 Bailey Ave., Needles

When?

From October 20-24, 2025:

- **Monday from 1 - 3:30 p.m.**
- **Tuesday-Thursday 9 a.m.-3:30**
- **Friday from 9 a.m.-12 p.m.**

1 (800) 722-4777
To make an appointment, press 5

dph.sbcounty.gov