



(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  
EL GARCES – 950 FRONT STREET, NEEDLES

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TUESDAY, JANUARY 28, 2025  
EXECUTIVE SESSION - NONE

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](mailto:cclark@cityofneedles.com)

**TO JOIN THE LIVE TEAMS MEETING:** log into the City of Needles website at [www.cityofneedles.com](http://www.cityofneedles.com) to access the agenda and [Click here to join the meeting](#)

If asked, enter the following: Meeting ID: 726 501 998#

OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 726 501 998#

The meetings are being recorded.

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

**ADJOURN THE CITY COUNCIL MEETING AND CONVENE A JOINT NPUA/COUNCIL MEETING** (Roll Call Previously Taken)

**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.

Interim City Clerk Candace Clark will administer the Oath of Office to Bernie Hatz, Senior Code Enforcement Officer

**PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS**

A three-minute time limit per person has been established.

**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 1 through 4 on the Consent Calendar by affirmative roll call vote **(ACT)**

1. Introduction and First Read - Adopt Ordinance No. 672-AC, Deleting Chapter 6C, Adding a new Chapter 6C consisting of Articles I, II, III, and Rescinding Ordinance 404-AC which established Terms and Conditions for the Sale of Electric Service; Ordinance No. 673-AC, Deleting Chapter 17, Adding a new Chapter 17 consisting of Articles I, II, III, and Rescinding Ordinance 405-AC which established Terms and Conditions for the Sale of Wastewater Service; Ordinance No. 674-AC, Rescinding Ordinance 628-AC, Adding a new Chapter 22 Entitled Water Services Regarding the Terms and Conditions for the Sale of Water Services
2. Authorize the City Manager to execute Landis & Gyr Software as a Service Agreement (SaaS)
3. Power Purchase Cost Adjustment (PCA) for months of July through November 2024 and decrease the over-hydro rate from \$0.1538 to \$0.1338 with a reduction of .02 power cost adjustment as effective February 1, 2025.
4. Authorize the City Manager to execute Amendment No. 3 to Contract No. 06-XX-30-W0452 between the City of Needles and Metropolitan Water District of Southern California for Delivery of Lower Colorado Water Supply Project Water

**END OF NPUA CONSENT CALENDAR**

**ADJOURN THE JOINT COUNCIL / NPUA MEETING AND CONVENE A JOINT COUNCIL / HACN MEETING** (Roll Call previously taken)

**PUBLIC COMMENTS PERTAINING TO THE COUNCIL / HACN ITEMS**

A three-minute time limit per person has been established.

**REGULAR COUNCIL / HACN ITEMS**

5. Housing Authority Update (INF)

**ADJOURN THE JOINT COUNCIL / HACN MEETING AND RECONVENE THE CITY COUNCIL MEETING** (Roll Call previously taken)

**COUNCIL CONSENT CALENDAR** All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **RECOMMENDED ACTION:** Approve Items 6 through 10 on the Consent Calendar by affirmative roll call vote. **(ACT)**

6. Approve the Warrants Register through January 28, 2025
7. Approve the Minutes of January 14, 2025
8. Waive the reading and adopt Ordinance 671-AC adding Section 15A-7.3 to the Municipal code establishing regulations for the use of the Graffiti Art Wall.
9. Accept the work completed by Vance Corporation for the Phase IV-A Street Improvements Project and authorize a NOTICE OF COMPLETION to record with the San Bernardino County Recorder's Office
10. Approve recommended changes to the Youth Sports Handbook

**END OF COUNCIL CONSENT CALENDAR**

**REGULAR COUNCIL ITEMS**

11. Accept Housing Market Demand Assessment prepared by the Concord Group (ACT)
12. Rodeo Grounds ADA Parking and Path of Travel Options (DIS)
13. Accept NOTICE OF COMPLETION's for work completed by Tony Cossi Construction and Brack Construction for the Neighborhood Beautification Program at 415 La Mesa Way, 381 Needles Hwy, 316 E Street, 2010 Luna Vista, 321 Chestnut Street and 300 Walnut Street (ACT)
14. Provide direction to staff regarding the next steps in addressing coyote management. (DIS)



15. Adopt Resolution 2025-11 Approving an Affordable Housing Loan To 1707 Needles Action: Highway (NHLLC) For Rehabilitation of 1707 Needles Highway, Needles, CA 92363 (APN 0185-048-09-0000)

**(ACT)**

16. Authorize those interested to attend the 2025 City / County Conference scheduled for May 8-9, 2025, in Lake Arrowhead

**(ACT)**

## **CITY ATTORNEY REPORT**

## **CITY MANAGER REPORT**

City Manager's Reports for the weeks of January 10 and January 17, 2025

## **COUNCIL REQUESTS**

Council Member Longacre  
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: January 23, 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 23rd day of January 2025*

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



# City of Needles, California Request for City Council Action

CITY COUNCIL  NPUA

Regular  Special

**Meeting Date:** January 28, 2025

**Title:** Electric Services Terms and Conditions, Wastewater Collection & Treatment Services Terms and Conditions, and Water Services Terms and Conditions, Adopt Ordinances:

- a) Ordinance No. 672-AC, Deleting Chapter 6C, Adding a new Chapter 6C consisting of Articles I, II, III, and Rescinding Ordinance 404-AC which established Terms and Conditions for the Sale of Electric Service
- b) Ordinance No. 673-AC, Deleting Chapter 17, Adding a new Chapter 17 consisting of Articles I, II, III, and Rescinding Ordinance 405-AC which established Terms and Conditions for the Sale of Wastewater Service
- c) Ordinance No. 674-AC, Rescinding Ordinance 628-AC, Adding a new Chapter 22 Entitled Water Services Regarding the Terms and Conditions for the Sale of Water Services

**Background:** The NPUA as a publicly owned utility (POU) has adopted terms and conditions for each of the three utilities to provide water, wastewater, and electric service. The terms and conditions for the NPUA were last adopted in 1994.

Staff have worked diligently to update the terms and conditions to reflect the cost of providing the service today, improve customer service, and remove outdated language.

**Fiscal Impact:** None

**Environmental Impact:** None

**Recommended Action:** Electric Services Terms and Conditions, Wastewater Collection & Treatment Services Terms and Conditions, and Water Services Terms and Conditions: Adopt Ordinances

- a) Ordinance No. 672-AC, Deleting Chapter 6C, Adding a new Chapter 6C consisting of Articles I, II, III, and Rescinding Ordinance 404-AC which established Terms and Conditions for the Sale of Electric Service
- b) Ordinance No. 673-AC, Deleting Chapter 17, Adding a new Chapter 17 consisting of Articles I, II, III, and Rescinding Ordinance 405-AC which established Terms and Conditions for the Sale of Wastewater Service
- c) Ordinance No. 674-AC, Rescinding Ordinance 628-AC, Adding a new Chapter 22 Entitled Water Services Regarding the Terms and Conditions for the Sale of Water Services

**Submitted By:** Kim Mitchell, Business Office Manager  
Rainie Torrance, Utility Manager

**City Manager Approval:** Patrick J. Martinez

**Date:** 1/23/2025

**Other Department Approval (when required):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved:  Not Approved:  Tabled:  Other:

**ORDINANCE 672-AC  
AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF NEEDLES, CALIFORNIA, DELETING CHAPTER 6C, ADDING A NEW CHAPTER 6C  
CONSISTING OF ARTICLES I, II, III, AND RESCINDING ORDINANCE 404-AC WHICH  
ESTABLISHED TERMS AND CONDITIONS FOR THE SALE OF ELECTRIC SERVICES**

**SECTION 1. CEQA.** The City Council finds that the actions contemplated by this Ordinance 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 Ordinance 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.** The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

**SECTION 3. Prosecution of Prior Ordinances.** Neither the adoption of this Ordinance nor the repeal of any other ordinance of this District shall in any manner affect the prosecution of any violation of any District ordinance or provision of the District ordinances, 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.** The City Council hereby deletes Chapter 6C Electric Rates and rescinds Ordinance 404-AC, adding a new Chapter 6C Electric Rates regarding the Terms And Conditions for the sale of Electric Services

**SECTION 5. Effective Date and Publication.** The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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

**CHAPTER 6C  
ELECTRIC RATES**

**Sections**

Article I

6C-1-1 Terms and conditions for the sale of electric services.

Article II.

6C-2-1 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 are 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.

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 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 amendment 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.

1. General.

- 1.1 Electric service will be supplied in accordance with these terms and conditions and any changes required by the city or law, and such applicable rate or rates as may from time to time be authorized by the 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 all of the city rate schedules, except where specifically changed by written agreement by the city.
- 1.3 In case of conflict between any provision of a rate schedule and the terms and conditions, the provisions of the rate schedule shall apply.
- 1.4 The failure of the 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 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 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.
  - 2.1.1 In the absence of a signed application or contract for service the supplying of electric service by the city and acceptance thereof by customer shall be deemed to constitute a service agreement by and between the city and customer for delivery, acceptance of and payment for service, subject to city's applicable rates and rules and regulations.
  - 2.1.2 Where service is requested by two or more individuals, city shall have the right to collect the full amount owed city from any one of the applicants.
- 2.2 Service establishment charge. A service establishment is determined by the cost of services residential and 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 a part of the 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 with the city and is unwilling to make payment.
- 2.3.2 A condition exists which in city's judgment is unsafe or hazardous.
- 2.3.3 Application has failed to make the security deposit requirements set forth by city as specified under 2.6.
- 2.3.4 Applicant is known to be in violation of city's rate schedule.
- 2.3.5 Applicant fails to furnish to city funds service entrance equipment, and/or right-of-way required to serve applicant and which have been specified 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 Service in the name of another customer currently living with the applicant at the same address for which service is being requested has been terminated for nonpayment and a delinquent balance is still outstanding.
- 2.3.9 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 years and was not delinquent in payment to any utility during the last twelve 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 years, and the letter states that the applicant had a satisfactory payment history at time of service discontinuation, and such service was for at least twelve consecutive months.
  - 2.4.1.3 Applicant provides a guarantor, satisfactory to the city, to secure payment of bills for the service being requested.



- 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. 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 has had service for at least one year of a comparable nature with city or another service location within the past two years, and was not delinquent in payment to any utility during the last twelve consecutive months, or disconnected for nonpayment, or has had an unpaid final bill.
    - 2.5.1.2 Applicant can provide a letter regarding credit or verification from an electric utility where service of a comparable nature was last received which states applicant had a satisfactory payment history at time of service discontinuance, and such service was for at least twelve 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 noncash security deposit in the form of a surety bond, irrevocable letter of credit or assignment of moneys in an amount equal to the required security deposit.
- 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 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 if the customer becomes delinquent or if the customer has been disconnected for nonpayment during the last twelve months, or when the customer's financial condition may jeopardize the payment of their bill, as determined by a credit investigation, financial reorganization notice or bankruptcy filing.
- 2.7 Security deposits.
  - 2.7.1 Residential security deposits must be a cash deposit in the amount of one and one-half times the previous customer's highest monthly bill (June through September) at the residence where the account is to be established or \$150.00, whichever amount is higher.
    - 2.7.1.1 Deposits will automatically be refunded after 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 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. Deposits and noncash deposits on file with the City will be reviewed after twenty-four (24) months of service and will be refunded or released provided the Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months unless the Customer's financial condition warrants extension of the security deposit. Deposits not returned within the first twenty-four-month period, shall be reviewed annually to determine if Customer qualifies for return of the deposit.

2.7.3 Large commercial account deposits may be either cash or noncash, and shall be set at \$80,000 per 20,000 sq ft building. Large commercial account deposits must be on file for a minimum of three years and thereafter can be replaced with a security bond. All security bonds must be renewed, and assurance provided to the Needles Public Utility Authority.

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 (10) percent for residential accounts within the twelve (12) consecutive month period and five (5) percent 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 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 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 The city normally meters and bills each premise separately; however, adjacent and contiguous premises not separated by private or public property or right-of-way and operated as one integral unit under the same name and as a part of the same business, will be considered a single premise.
- 4.1.3 When regular, accurate meter readings are not available or the electric usage has not been accurately measured, the city may estimate the 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 load and operation.
- 4.1.4 Where a meter error is discovered as a result of a meter test, the city may render an adjusted bill to the customer for the amount of the undercharge, and shall issue a refund or credit to the customer's account for the amount of the overcharge. Such adjustment bill shall be computed as follows:
- 4.1.4.1 Fast meter. If a meter is registering more than two percent fast, the city shall refund to the 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 year.
- 4.1.4.2 Slow meter. If a meter for residential service is registering more than twenty-five percent slow, or a meter for any other class of service is registering more than two percent slow, the city may bill the customer for the amount of the undercharge based on corrected meter readings or the 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 months for residential service and one year for any other class of service.
- 4.1.4.3 Nonregistering meter. If a meter is found to be nonregistering, the city may bill the customer for the amount of the underbillings based on the 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 which results in incorrect billing charges to the customer. Billing errors may include incorrect meter reads 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 form the meter dial "pegging" or being over if caused by other than the city, switched or mismarked meters by other than

the city, improper customer wiring, blown fuse in one energized conductor, inaccessible meter, failure of the customer to notify the city of changes in customer's equipment or operation, or failure of the customer to take advantage of a rate or condition of service which the customer is eligible.

- 4.1.5.2 Where the city overcharges or undercharges a customer as the result of a billing error, the city may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to the customer for the amount of the overcharge, for the period of the billing error, but not to exceed three years in the case of an overcharge, and, in the case of an undercharge not to exceed three months for residential service and one 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 the city are due and payable no later than nineteen 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 days of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of the city's termination procedure. The 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;
- h) And/or to 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 per annum.

4.2.2 If customer has one or more utility services with city and one or more of such services is terminated for nonpayment and customer is unwilling to make arrangements with city for payment, city shall be entitled to transfer the balance due on the terminated service(s) to any other active account of customer. The failure of the customer to pay the active account shall result in the suspension or termination of service thereunder. However residential electric service shall be discontinued, because of 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 the city has had two working day's time to secure a final meter reading.

4.3.1 When an error is found to exist in the billing rendered to the 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 years from the date the error is discovered. Any refunds to customers resulting in adjusted billings will be made promptly upon discovery by city. Underbillings by city shall be billed to customer who may be given up to one year to pay if the underbilling is less than one thousand dollars,

and up to year and half years to pay if underbilling is more than one thousand dollars, without late payment penalties.

#### 4.3.2 BUDGET BILLING

Every October customers except for solar customers who have been at their location for a 12-month period can enroll in the budget bill plan, which spreads out the costs of the utility bill evenly over a 12-month period, customers must be at a zero balance and not on a payment arrangement. Budget bills will settle-up every September, if the customer has used over their budget bill allotment and cannot pay their overage, they will be taken off the budget bill and put on a 12-month long-term payment arrangement, once the payment arrangement is fulfilled the customer can go back on the budget bill the next October. Budget bills will be recalculated every September to the amount the customer has used the year before the budget bill amount will either be higher or lower than the customer was paying the year before. Customers must sign a document of understanding when they enroll in the budget bill plan.

4.4 Returned checks. If city is notified by the customer's bank that the bank will not honor a check tendered by customer for payment in cash, by money order, certified check or other means which guarantee the customer's payment to the city.

4.4.1 Customer shall be charged a fee of twenty five dollars for the 1<sup>st</sup> occurrence and thirty-five 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 is required at equipment other than the meter, a reconnection charge established by the city's cost of services fee schedule must be paid before service re-establishment. The 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, at city option, may make acceptable payment arrangements.

4.6 Payment assistance and counseling. The city will provide the following services to customers unable to pay their bills.

4.6.1 The city will offer installment payment plans to allow customers to amortize past due and current amounts over a reasonable period of time. Customers who default on installment payment plans may not qualify for future installment payment arrangements. If payment arrangement is not kept by the customer, services will be automatically terminated. In order to reconnect, 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.

4.7 "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 account reaches the stop-loss maximum amount, the NPUA or the City shall provide the customer with a warning as set forth in the "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 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 shall have the ability within that period to sign an amortization agreement ("Payment Agreement"), agreeing and acknowledging that the 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 – twelve (12) months dependent on the customer's ability to pay. If payment installments are not paid as set forth in the Payment Agreement, the customer's utilities will be disconnected immediately and without notice. A Payment Agreement shall only be offered to a customer if the 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 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 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), the customer shall be required to pay a new deposit in an amount as set forth in the Terms and Conditions. The customer shall also execute a separate Payment Agreement agreeing and acknowledging that the 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 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 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 accounts are sent 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 is initiating service with the NPUA as set forth in the Terms and Conditions except for "Large Users", defined below. In the event the customer receives two (2) late notices within a twelve (12) month period, a deposit will be required for continuation of service. The NPUA will provide the 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. NPUA will refund the deposit to the customer after it has received twelve (12) months of timely payments from the customer.
- "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."
- 4.7.5 Subsequent Deposit. In the event that, after the deposit has been refunded to the customer, the 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 will provide the 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. NPUA will refund the deposit to the customer after the NPUA has received twelve (12) months of timely payments from the customer.

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 taken, 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 right-of-way required by the 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 the 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 the 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 at any time. The power factor of the load shall not be less than ninety percent 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 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 the customer and city, only authorized employees of city are permitted to make and energize the connection between the 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.
- 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 working days after such request by customer. The cost of such rereads, which is ten dollars, 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 limit, city may charge customer twenty-five dollars 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 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 the 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 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 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 the 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 the 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 the 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.

7. Termination of service.

7.1 Customer initiated termination. A customer requesting termination of electric service must provide the city with at least two working days notice and a disconnect date. The 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 that are ill, elderly (over sixty-five years of age) or handicapped persons who have an inability to pay will not be terminated until all of the following have been attempted.

- a) The customer has been made aware of the availability of funds from various governmental and social assistance agencies which the city is aware of.
- b) City has made a diligent effort to notify a third party previously designated by the 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 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 or a permanent resident residing on the customer's premises health, or where life support equipment used in the home is dependent upon electric service for operation.

7.2.3 A customer utilizing the provisions of Section 7.2.2 shall be required to enter into a deferred payment agreement with the utility within ten days after the scheduled termination date, or service may be terminated with two days' notice. The city will notify the correct agencies.

7.3 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 The 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 a customer when credit was to be re-established.
- i) The 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) Ten-day advance written notice of intent to terminate for nonpayment and reasons other than nonpayment, which can be included or be a part of monthly billing notices.
- b) 24 hour advance written notice of intent to terminate for dishonored checks (NSF).
- c) Notice shall state reason for termination.
- d) Notice shall be considered given to the customer when a copy thereof is delivered to the service location or posted first class in the United States mail, addressed to the customer's last known address.
- e) Service may be terminated on or after the day specified in the notice without giving further notice, if the violation has not been satisfied.
- f) Service may only be disconnected in conjunction with a person visit to the premises by an authorized representative of the city.
- g) The city shall have the right (but not the obligation) to remove any and all of its property.

7.4 Without notice. City may without liability for injury or damage disconnect service to any customer without notice under any of the following conditions:

- a) The existence of an obvious hazard to the health or safety of persons or property.
- b) City has evidence of meter tampering or fraud.
- c) Failure of customer to comply with curtailment procedures imposed by city during a supply shortage.
- d) Failure of customer to comply with the terms of any payment agreement or contract.
- e) City has evidence of unauthorized resale or use of electric services.
- f) The city shall have the right (but not the obligation) to remove any and all of its property.

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.

7.6 Master meter customers. When master metered accounts are being terminated with notice, the 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 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 inquires and complaint investigations. A customer may request a bill inquiry or complaint investigation by contacting the city's utilities office. An investigation will be completed by the city, and the customer will be advised of the investigation's results and any action taken. If the customer is seeking to set up an extended payment arrangement, the city will attempt to assist by offering an amortized payment schedule, and provided the 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

should elevate the inquiry or complaint to the next level within the 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 utility board. A customer who is not satisfied or believes the staff investigation results are incorrect or unfair, may appeal to the Needles Board of Public Utilities. The board will hear only appeals that have not been resolved to the customer's satisfaction, after the city manager has finalized his review. A form to request an appeal is available at the utilities office, and must be submitted at least two weeks prior to a regularly scheduled board meeting to ensure placement on the agenda. The customer is encouraged to be present at the board hearing, or to have a representative present.
- 8.4 Appeal to the city council. A customer who remains unsatisfied after appealing their concerns to the Needles Board of Public Utilities, may appeal to the city council for final resolution. The city clerk will assist the customer with scheduling the appeal. The customer or his representative must be present at the 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. A 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 the customer, and city shall be under no further obligation to serve customer. If, however, city has not removed its facilities within one year after termination of service, city shall thereafter give customer thirty 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 the 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 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 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 commercial/industrial customer may, without restricted hours of use, illuminate with city service a time and temperature sign, and two 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 Commercial/industrial customer 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. However, customer shall limit the number of fixtures used, and shall use energy efficient lighting for all indoor lighting.
  - 10.3.2 Commercial/industrial customer shall reduce lighting levels to minimum required for security at all times 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 temperatures exceeding the below recommendations are required for physician-certified medical reasons, or by law, or whose principal business involves the preservation of perishable foods shall be exempt from the below restrictions.
  - 10.4.2 Commercial/industrial customer shall not use service for heating/cooling during non-business hours, unless the building is occupied, or customer can establish, and the city agrees, that a net energy savings can be achieved by operating the space conditioning equipment during non-business hours.
  - 10.4.3 Commercial/industrial customer shall not heat or cool unoccupied hotel, motel or similar guest accommodation facilities in vacant guest rooms.
  - 10.4.4 Commercial/industrial customer 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.

<u>Pool or Spa Sq. Ft. of Surface Area</u>	<u>Maximum Allowed Motor Size</u>
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 shall discontinue service to a customer for noncompliance with the prohibited uses of electric energy, if after notice the customer does not correct the violation within five 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 Needles Board of Public Utilities. The request must explain why the exemption is being sought, the benefits the 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. Curtailement. 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 will be notified by the city to reduce or terminate use of service. Such notifications may be made by mail, phone, or in person. The 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 will be assessed for a first-time violation, five hundred dollars for second violation, and one thousand dollars 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 the 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 to the customer. These terms and conditions state the entire obligation of the city in connection with such sales and deliveries.

## Article II.

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 the 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 the 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. 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 the customer's electric entrance equipment. However, overhead service lines may not be constructed when the 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 option, twelve Kv feeder lines (as defined by the 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 from undergrounding all other facilities, including any services being extended from such overhead lines.
- 2.1.3 At city 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.
- 2.3 Temporary customers.
  - 2.3.1 General. Service to be rendered to a customer for a period of less than twelve consecutive calendar months shall be extended as a temporary service. The 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 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 the 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 the 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 the 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.

2.5 Seasonal customers. Extensions of electric facilities to customer's premises which will be continuously occupied less than nine months out of each twelve-month period may be made only on an economic feasibility basis.

#### 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 the customer or developer.

##### 4.2 Inspection and city acceptance of trench and conduit.

4.2.1 The city shall inspect the customer/developer installed trench and conduit on a mutually agreed upon date prior to the 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/developer and the city.

4.2.2 When the 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/developer shall complete backfilling and compaction of the trench. The 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/developer must complete final surface restoration of existing roadways, sidewalks, bike paths, etc. as specified by the city. If the final surface of the trench is in a new development, actual surfacing can be completed as required, the city will complete the restoration and bill the 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 the 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 the 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 the 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. The 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 The customer load must be essential to public health and/or safety, as determined by the 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 the city.

6.1.3 The 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 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;

6.1.3.1.2 The voltage and subsequent line distribution equipment is more economical for the city, as determined by the city.

6.1.3.2 The customer's load requirement (demand) is greater than on 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 on 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 the 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 the 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 the 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, 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 the city, and is not for customer's convenience or aesthetics, then the 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 the city's total construction costs within five years for residential customers, and two years for commercial 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 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.

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 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; and
- d) The meter will be installed within thirty days after completion of the extension.

- 7.1.2 The extension cannot exceed seven hundred fifty 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.

- 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 feet per new permanent residential customer, or a maximum of two thousand five hundred feet for the entire extension, or fifteen thousand dollars), will be constructed at no cost by the 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 the 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 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 days after completion of the extension.

- 8.1.2 The total extension is determined to be economically feasible for the 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 the 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.
- 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 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 days after completion of the extension.
  - 9.1.2 When fully developed, the electric extension(s) inside the development, shall not exceed five hundred 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 the 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.
  - 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.

- 9.1.8 The developer agrees to advertise the development with point of purchase displays, and to include the 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 The 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 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 for review and approval. If the plans meet the responsible resource development basis criteria, the 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 the 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 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 feet from the existing electric equipment or facilities from which the extension begins. If the extension is further than five hundred feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of five dollars and eighty-five cents, 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 for any repairs or replacements made by the city during construction because of damage or "plugged"

equipment. The 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 the 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 feet from the beginning point of the extension within the development, and shall continued to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred feet from the existing electric equipment/facilities form which the extension begins. If the extension is further than five hundred feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of five dollars and sixty-five cents, 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 for any repairs or replacements made by the city during construction because of damage or "plugged" equipment. The 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 days after completion of the extension.
  - 10.1.2 The total extension is determined to be economically feasible for the 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.
  - 10.1.3 The development meets the economic development basis qualifications, as determined by the board of public utilities and city council.
  - 10.1.4 The customer/developer requests the extension be completed using the economic development basis.
  - 10.1.5 The customer/developer agrees to provide, if requested by either the council or the utility 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 the 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 board of public utilities and city council.
  - 10.3 The benefits provided to a customer/developer from 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, the 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 opinion the 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 the 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 the customer and city.

### Article III.

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.

**BE IT FURTHER ORDAINED** that the aforesaid amendments and additions shall be and are hereby made to the City Code of the City of Needles, California to the extent stated only, but no further.

**INTRODUCED AND READ** for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California held on the 28th day of January 2025, by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
 Janet Jernigan, Mayor

(Seal)

ATTEST: \_\_\_\_\_  
 Candace Clark, Interim City Clerk

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of February 2025, by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
 Janet Jernigan, Mayor

(Seal)

ATTEST: \_\_\_\_\_  
 Candace Clark, Interim City Clerk

Approved as to form:

\_\_\_\_\_  
 City Attorney John Pinkney

**ORDINANCE NUMBER 673-AC  
AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF NEEDLES, CALIFORNIA, DELETING CHAPTER 17, ADDING A NEW CHAPTER 17  
CONSISTING OF ARTICLES I, II, III, AND RESCINDING ORDINANCE 405-AC WHICH  
ESTABLISHED TERMS AND CONDITIONS FOR THE SALE OF WASTEWATER  
COLLECTION AND TREATMENT SERVICES**

**SECTION 1. CEQA.** The City Council finds that the actions contemplated by this Ordinance 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 Ordinance 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.** The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

**SECTION 3. Prosecution of Prior Ordinances.** Neither the adoption of this Ordinance nor the repeal of any other ordinance of this District shall in any manner affect the prosecution of any violation of any District ordinance or provision of the District ordinances, 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.** The City Council hereby deletes Chapter 17 Wastewater Collection and Treatment Services and rescinds Ordinance 405-AC, adding a new Chapter 17 Wastewater Collection and Treatment Services regarding the Terms And Conditions for the sale of Wastewater Collection and Treatment Services

**SECTION 5. Effective Date and Publication.** The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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

**CHAPTER 17  
WASTEWATER COLLECTION AND TREATMENT SERVICES.<sup>1</sup>**

**Sections**

Article I. Terms and Conditions for the  
Sale of Wastewater Collection and Treatment Services.

17-1 Terms and conditions for the sale of wastewater collection and treatment services.

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1. For state law authorizing city to regulate construction, etc., of sewers, see Gov. C., § 38660. See also Gov. C., § 38900. As to sewers generally, see H. & S.C., § 4600 et seq. As to Plumbing Code, see §§ 6-12 to 6-15 of this Code. As to prohibition and abatement of cesspools, privies, etc., see § 11-7. As to excavation, see §§ 18-2 to 18-23.

Article II. Conditions Governing the Extension of  
Wastewater Collection and Treatment Services.

- 17-2 Conditions governing the extension of wastewater collection and treatment services.

Article III. Rates.

- 17-3-1 Rate history.
- 17-3-2 Wastewater rates.
- 17-3-3 Construction and connection fees.
- 17-3-4 Septic pumper and contractor disposal fee.

Article IV. Administrative.

- 17-4-1 Enforcement of chapter; abatement of violations.
- 17-4-2 Bond required for director of public works.
- 17-4-3 Inspection of work.
- 17-4-4 Schedule of rates; proration of charges.

Article I. Terms and Conditions for the  
Sale of Wastewater Collection and Treatment Services.

Sec. 17-1. Terms and conditions for the sale of wastewater collection and treatment services. The following terms and conditions and any changes authorized by the City Council or law will apply to the sale of wastewater collection and treatment service within the City of Needles under the established rate or rates authorized by the City Council and currently applicable at time of sale.

1. General.

- 1.1 Wastewater collection and treatment service will be supplied in accordance with these Terms and Conditions and any changes required by the City or law, and such applicable rate or rates as may from time to time be authorized by the 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 all of the City wastewater rate schedules, except where specifically changed by written agreement by the city.
- 1.3 In case of conflict between any provision of a rate schedule and the Terms and Conditions, the provisions of the rate schedule shall apply.
- 1.4 The failure of the 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 from any responsibilities or obligations imposed by Law or by the Terms and Conditions, and shall not be deemed a waiver of any right of the City to insist upon strict performance of the Terms and Conditions.

2. Establishment of service.

- 2.1 Application for Service. Customer requesting wastewater collection and treatment 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.
  - 2.1.1 In the absence of a signed application or contract for service the supplying of wastewater collection and treatment service by the City and acceptance thereof by Customer shall be deemed to constitute a service agreement by and

between the City and Customer for delivery, acceptance of and payment for service, subject to City's applicable rates and rules and regulations.

- 2.1.2 Where service is requested by two or more individuals, City shall have the right to collect the full amount owed City from any one of the applicants.
- 2.2 Service Establishment Charge. A service establishment charge is determined by the cost of services for residential and nonresidential wastewater collection and treatment service will be assessed each time City is requested to establish, reconnect or reestablish wastewater collection and treatment service to Customer. Billing for the service establishment charge may be rendered as a part of the Customer's first bill.
- 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 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 make the security deposit requirements set forth by city as specified under 2.4., 2.5 or 2.6.
  - 2.3.4 Applicant is known to be in violation of city's rate schedule.
  - 2.3.5 Applicant fails to furnish to City funds required to serve Applicant and which have been specified 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 Service in the name of another customer currently living with the applicant at the same address for which service is being requested has been terminated for nonpayment and a delinquent balance is still outstanding.
  - 2.3.9 Prior customer was terminated for any of the below reasons and continues to reside on the premises for which applicant requests service.
    - a). Failure to pay a delinquent bill for utility service.
    - b). Failure to maintain deposit requirements.
    - c). Failure to pay for a bill to correct a previous under billing.
    - d). Failure to comply with curtailment procedures imposed by the city during service shortages.
    - e). Failure to provide reasonable and safe access to city's equipment and property.
    - f). 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 may not require a security deposit from a new Applicant for residential wastewater collection and treatment 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 a utility where service of a comparable nature was received within the last two years, and the letter states that the Applicant had a satisfactory payment history at time of service discontinuation, and such service was for at least 12 consecutive months.

2.4.1.3 Applicant provides a guarantor, satisfactory to the City, to secure payment of bills for the service being requested.

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. City may not require a security deposit from a new Applicant for Nonresidential wastewater collection and treatment service if Applicant is able to meet any of the following requirements:

2.5.1.1 Applicant has had service for at least one year of a comparable nature with City at another service location within the past two 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.

2.5.1.2 Applicant can provide a letter regarding credit or verification from a utility where service of a comparable nature was last received which states Applicant had a satisfactory payment history at time of service discontinuation, and such service was for at least 12 consecutive months.

2.5.2 Nonresidential Establishment of Security Deposit - Except as provided in §2.5.1, all nonresidential Applicants 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 security deposit in the form of a Surety Bond, Irrevocable Letter of Credit or Assignment of Moneys in an amount equal to the required security deposit.

## 2.6 Re-establishment of Security Deposits.

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 Customers 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 if the Customer becomes delinquent or if the Customer has been disconnected for nonpayment during the last twelve (12) months, or when the Customers financial condition may jeopardize the payment of their bill, as determined by a credit investigation, financial reorganization notice or bankruptcy filing.

## 2.7 Security Deposits.

2.7.1 Residential security deposits must be a minimum cash deposit of one hundred dollars (\$100.00) or two times the combined estimated monthly billing for water, wastewater and solid waste ' collection services whichever is the greater.

- 2.7.1.1 Deposits will automatically be refunded after 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 must be a minimum deposit of one hundred dollars (\$100.00), or two (2) times Customer's combined estimated monthly billing for water, wastewater and solid waste collection services.
    - 2.7.2.1 Deposits and noncash deposits on file with the City will be reviewed after twenty-four (24) months of service and will be refunded or released provided Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless the Customer's financial condition warrants extension of the security deposit. Deposits not returned within the first twenty four month period, shall be reviewed annually to determine if Customer qualifies for return of the deposit
  - 2.7.3 City reserves the right to increase or decrease the security deposit amount when the Customer's rate for monthly charges changes by more than ten (10) percent. Separate security deposits may be required for each location.
  - 2.7.4 Customer security deposits shall not preclude City from terminating agreement for service or suspending service for any failure in the performance of Customer obligation under the agreement for service.
  - 2.7.5 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 suety (60) days.
  - 2.7.6 If Customer terminates service with City, the security deposit may be credited to Customer's final bill.
- 2.8 Facility Extensions. Installations requiring the City to extend its facilities in order to establish collection and treatment service will be made in accordance with City's Conditions Governing Extensions of Wastewater Collection and Treatment 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 changes of 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, 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 billing.

- 4.1.1 Wastewater collection and treatment service billing periods normally consist of approximately 30 days unless designated otherwise under the rate schedules or at City option.
- 4.1.2 The City normally bills each premise separately for wastewater collection and treatment service; however, adjacent and contiguous premises not separated



by private or public property or right-of-way and operated as one integral unit under the same name and as a part of the same business and having only one connection to the wastewater collection system, may be considered a single premise.

4.1.3 Wastewater collection and treatment service bills will be rendered in combination with water service bills when the premise(s) is connected to the City's water system.

4.1.4 Customer's receiving a combination wastewater/water service bill may not pay the services separately.

#### 4.2 Adjustment of Bills for Billing Error.

4.2.1 A billing error is an error by the City which results in incorrect billing charges to the Customer, Billing errors may include clerical errors by a City representative such as applying the wrong rate, wrong billing factor or an incorrect calculation. Billing error does not include unauthorized use, failure of the customer to notify the City of changes in operation, or failure of the Customer to take advantage of a rate or condition of service which the Customer is eligible.

4.2.2 Where the City overcharges or undercharges a Customer as the result of a billing error, the City may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to the Customer for the amount of the overcharge, for the period of the billing error, but not to exceed three years in the case of an overcharge, and, in the case of an undercharge not to exceed three months for residential service and one year for any other class of service.

#### 4.3 BUDGET BILLING

Every October customers except for solar customers who have been at their location for a 12-month period can enroll in the budget bill plan, which spreads out the costs of the utility bill evenly over a 12-month period, customers must be at a zero balance and not on a payment arrangement. Budget bills will settle-up every September, if the customer has used over their budget bill allotment and cannot pay their overage, they will be taken off the budget bill and put on a 12-month long-term payment arrangement, once the payment arrangement is fulfilled the customer can go back on the budget bill the next October. Budget bills will be recalculated every September to the amount the customer has used the year before the budget bill amount will either be higher or lower than the customer was paying the year before. Customers must sign a document of understanding when they enroll in the budget bill plan.

4.4 Collection Policy. It is the policy of the City to discontinue wastewater collection and treatment services to Customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. The City's application for service and all bills shall contain an address and phone number where Customers may direct billing concerns.

4.4.1 All bills rendered by the 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 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 returned check charges;

- e.) nonpayment of late charges;
- f.) nonpayment of collection charges;
- g.) and/or to declare past due service bill amounts, past due service establishment charges, past due security deposits, past due returned check charges, and past due collection charges subject to a late charge at the rate of eighteen percent (18%) per annum.

4.4.2 If Customer has one or more utility services with City and one or more of such services is terminated for nonpayment and Customer is unwilling to make arrangements with City for payment, City shall be entitled to transfer the balance due on the terminated service(s) to any other active utility account of Customer. The failure of the Customer to pay the active account shall result in the suspension or termination of service thereunder. However residential wastewater collection and treatment service shall not be discontinued, because of nonpayment of other classes or types of wastewater collection and treatment service.

4.5 Responsibility for Payment of Bills.

4.5.1 Customer is responsible for the payment of bills for wastewater collection and treatment services unit service is ordered, discontinued, and the City has had two (2) working days' time to process request.

4.5.2 When an error is found to exist in the billing rendered to the 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 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 year to pay if the under billing is less than one thousand dollars (\$1000.00) , and up to year and half to pay if under billing is more than one thousand dollars (\$1000.00), without late payment penalties.

4.6 Returned Checks. If City is notified by the Customer's bank that the bank will not honor a check tendered by Customer for payment of any bill, City may require the Customer to make payment in cash, by money order, certified check or other means which guarantee the Customer's payment to the City

4.6.1 Customer shall be charged a fee of twenty five dollars (\$25.00) for 1<sup>st</sup> occurrence and thirty-five for each occurrence thereafter for each instance where Customer tenders payment of a bill with a check which is not honored by Customer's bank.

4.6.2 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;
- b) or, defer City's right to terminate service for nonpayment of bills.

4.7 To avoid discontinuation of service, Customer may make payment in full, including any necessary deposit in accordance with Section 2.5 or, at City option, may make acceptable payment arrangements.

4.8 Payment Assistance and Counseling. The City will provide the following services to Customers unable to pay their Bills.

4.8.1 The City will offer installment payment plans to allow Customers to amortize past due and current amounts over a reasonable period of time. Customers who default on installment payment plans may not qualify for future installment payment arrangements.

- 4.8.2 Customer making payments on an installment payment plan must keep the account current as charges for service accrue.
- 4.8.3 City will furnish Customer upon request, information on the availability of alternate sources of financial assistance.
- 4.9 STOP LOSS/ MAXIMUM DELINQUENCY/COLLECTION POLICY"
- 4.9.1 Stop-Loss Maximum. A "stop-loss" maximum amount equal to one (1) month's billing period is hereby established. Once a customer account reaches the stop-loss maximum amount, the NPUA or the City shall provide the customer with a warning as set forth in the "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 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 shall sign an amortization agreement ("Payment Agreement"), agreeing and acknowledging that the 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 – twelve (12) months dependent on the customer's ability to pay. If payment installments are not paid as set forth in the Payment Agreement, the customer's utilities will be disconnected. A Payment Agreement shall only be offered to a customer if the customer has not defaulted on a prior Payment Agreement within the previous twelve (12) month period.
- 4.9.2 Restoring Services. Before the utilities may be restored, the 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), the customer shall be required to pay a new deposit in an amount as set forth in the Terms and Conditions. The customer shall also execute a separate Payment Agreement agreeing and acknowledging that the 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 4.8.1 The 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.
- 4.9.3 Collections. If services have been disconnected as a result of non-payment, and (1) the 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.
- 4.9.4 Deposits. A deposit or a letter of credit is required when a customer is initiating service with the NPUA as set forth in the Terms and Conditions except for "Large Users", defined below. In the event the customer receives two (2) late notices within a twelve (12) month period, a deposit will be required for continuation of service. The NPUA will provide the 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. NPUA will refund the deposit to the customer after it has received twelve (12) months of timely payments from the customer.  
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.
- 4.9.5 Subsequent Deposit. In the event that, after the deposit has been refunded to the customer, the 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 will provide the 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. NPUA will refund the deposit to the customer after the NPUA has received twelve (12) months of timely payments from the customer. (596-AC)

5. Service responsibilities of city and customer.

5.1 Responsibility -- Use of Service or Apparatus. City and Customer assume all responsibility on their respective sides of the wastewater collection system, as well as for any apparatus used in connection there with.

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 wastewater collection service or the use thereof on their respective sides of wastewater collection system. 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. In the event Customer's service are suspended or disconnected for these reasons, the Customer shall be entitled to request a hearing within 10 days to determine the validity of any allegations of illegal or hazardous conditions.

5.1.2 Customer shall exercise all reasonable care to prevent loss or damage to City property.

5.1.3 Customer shall be responsible for payment or damage to City property arising from neglect, carelessness or misuse, and shall reimburse City for the cost of necessary repairs or replacements.

5.2 Service Interruptions -- Limitations on Liability of City. City shall not be liable to Customer for any damages occasioned by interruptions or curtailment of wastewater collection and treatment service except where caused by City's willful misconduct or gross negligence. City may, without incurring any liability, therefore, suspend Customer's wastewater collection and treatment 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 Customers 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 premises at all reasonable hours to install, inspect, operate or maintain the wastewater collection system, and to inspect and determine the connected wastewater facilities and equipment. 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 right-of-way required by the 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 the 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 the City.

6. Service connections. Customer shall install and maintain all premise connection sewers and the interconnection to the sewer main. Such installations shall comply with requirements of the City's Conditions Governing Extensions of Wastewater Collection and Services.
7. Termination of service.
  - 7.1 Customer Initiated Termination. A Customer requesting termination of wastewater collection and treatment services must provide the City with at least two working days' notice and a disconnect date. The Customer shall remain responsible for all service 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 that are ill, elderly (over 65 years of age) or handicapped persons who have an inability to pay will not be terminated until all of the following have been attempted:
      - a) The Customer has been made aware of the availability of funds from various governmental and social assistance agencies which the City is aware of.
      - b) City has made a diligent effort to notify a third party previously designated by the Customer.
      - c) City has attempted to make satisfactory payment arrangements with Customer and/or previously designated third party.
  - 7.3 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 The 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 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 a customer when credit was to be re-established.
      - i) The City shall have the right (but not the obligation) to remove any and all of its property
    - 7.3.2 Termination notice requirements.
      - a) Fifteen day advance written notice of intent to terminate for nonpayment, which can be included or be a part of monthly billing notices.
      - b) Five day advance written notice of intent to terminate for reasons other than nonpayment, which can be included or be a part of monthly billing notices.

- c) Two days advance written notice of intent to terminate for dishonored checks (NSF).
- d) Notice shall state reason for termination
- e) Notice shall be considered given to the Customer when a copy thereof is delivered to the service location or posted first class in the United States mail, addressed to the Customer's last known address.
- f) Service may be terminated on or after the day specified in the notice without giving further notice, if the violation has not been satisfied.
- g) Service may only be discontinued in conjunction with a personal visit to the premises by an authorized representative of the City.
- h) Notice shall state that any Customer disputing the correctness of a bill may have a hearing before a City representative.
- i) The City shall have the right (but not the obligation) to remove any and all of its property

7.4 Without Notice. City may without liability for injury or damage discontinue service to any Customer without notice under any of the following conditions:

- a) The existence of an obvious hazard to the health or safety of persons or property.
- b) Failure of Customer to comply with curtailment procedures imposed by City during a supply shortage.
- c) Failure of Customer to comply with the terms of any payment amortization agreement or contract.
- d) City has evidence of unauthorized resale or use of wastewater collection and treatment services.
- e) The City shall have the right (but not the obligation) to remove any and all of its property.

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.

## 8. Disputed bills and complaints.

8.1 Bill Inquiries and Complaint Investigations. A Customer may request a bill inquiry or complaint investigation by contacting the City's utilities office. An investigation will be completed by the city, and the Customer will be advised of the investigation's results and any action taken. If the Customer is seeking to set up an extended payment arrangement, the city will attempt to assist by offering an amortized payment schedule and provided the Customer has not defaulted on a previous payment agreement.

8.2 Unresolved Bill Inquiries and Complaint Investigation. If a customer is not satisfied with the investigation and/or action completed by the City's utilities office, the Customer should elevate the inquiry or complaint to the next level within the City staff, in the order recommended below.

- (a) Utility Business Manager or Supervisor
- (b) Public Utilities General Manager
- (c) City Manager

8.3 Appeal to The Utility Board. A Customer who is not satisfied or believes the staff investigation results are incorrect or unfair the Needles Board of Public Utilities. The Board will hear only appeals that have not been resolved to the Customer's satisfaction, after the City Manager has finalized his review. A form to request an appeal is available at the utilities office and must be submitted at least two weeks prior

to a regularly scheduled Board meeting to ensure placement on the agenda. The Customer is encouraged to be present at the Board hearing, or to have a representative present.

8.4 Appeal to the City Council. A Customer who remains unsatisfied after appealing their concerns to the Needles Board of Public Utilities, may appeal to the City Council for final resolution. The City Clerk will assist the Customer with scheduling the appeal. The Customer or his representative must be present at the 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 wastewater collection and treatment 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. A customer must pay subsequent bills to a disputed bill, to avoid being disconnected for nonpayment.

9. Service use regulations.

9.1 General.

9.1.1 It shall be a misdemeanor for any person, firm or corporation to deposit, in an unsanitary manner, upon public or private property or other natural outlet within the city, or any area under the jurisdiction of the city, any human or animal excrement, sewage, industrial, household or similar wastes or contaminated water, except where suitable treatment has been provided in an approved and properly licensed or permitted collection and treatment system.

9.1.2 It shall be a misdemeanor for any person, firm or corporation to discharge sewage, wastewater, industrial waste, or other wastes into the city's treatment and collection system contrary to the provisions of the terms and conditions, federal or state pretreatment requirements, discharge permit requirements or any other order of the city.

9.2 Discharge of sewerage into collection and treatment system. No person shall discharge sewerage or wastewaters into the city's wastewater treatment facilities or collection system unless a discharge permit has been applied for an issued by the city. No permit shall be issued unless the application for the permit is accompanied with appropriate fees as required by the city.

9.3 Prohibited wastes. It shall be a misdemeanor for any person to discharge or cause to be discharged prohibited waste into any city wastewater sewer collection and treatment system.

9.3.1 Stormwater, surface water, groundwater, roof runoff, subsurface drainage, cooling water, or unpolluted industrial process water shall not be discharged to any sanitary sewer collection and treatment system.

9.3.1.1 Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as storm sewers, or to an approved natural outlet.

9.3.1.2 Industrial cooling water or unpolluted process water may be discharged, upon approval of the city, to a storm sewer or natural outlet.

9.3.2 Except as hereinafter provided, the following described waters or wastes shall not be discharged into the city's wastewater collection and treatment system.

9.3.2.1 Hot fluids. Any liquid or vapor having a temperature higher than one hundred fifty degrees Fahrenheit.

- 9.3.2.2 Oil, fats, grease. Any water or waste discharge which may contain more than fifty parts per million by weight of oil, fat or grease.
- 9.3.2.3 Flammables and explosives. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
- 9.3.2.4 Solids and viscous substances. Any ashes, cinders, sand, straw, shavings, metal, glass, feathers, tar, plastics, wood, food substances that are not ground household garbage or other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the collection or treatment systems.
- 9.3.2.5 Deficient or excess pH. Any water or wastes having a pH lower than 5.5, or higher than 9.0, or having any other corrosive property capable of causing damage or hazards to the wastewater collection and treatment system structures, equipment or personnel.
- 9.3.2.6 Toxics and poison. Any water or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any wastewater collection or treatment process, constitute a hazard to humans or animals, or create any hazard in the water or the lands receiving the effluent of the treatment plant.
- 9.3.2.7 Suspended solids. Any water or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the wastewater treatment plant.
- 9.3.2.8 Noxious effluvium. Any noxious or malodorous gas or substance capable of creating a public nuisance.
- 9.3.2.9 Other. Any other substance prohibited by federal, state or local law, or regulated by any governmental agency by permit, license, order, degree or other similar document.

9.4 Wastes requiring approval. No person shall without prior approval obtained from the city manager, or his authorized representative, discharge into the wastewater collection systems any water or wastes having:

- 9.4.1 Excessive oxygen demand. Water or wastes that have a five-day biochemical oxygen demand greater than three hundred parts per million weight shall be considered to have excessive oxygen demand.
- 9.4.2 Excessive suspended solids. Water or wastes that contain suspended solids greater than three hundred fifty parts per million weight shall be considered to have excessive suspended solids.
- 9.4.3 Restricted wastes. Water or wastes that contain any quantities of the restricted wastes having the characteristics described in Section 10.3.

9.5 Noncompliance.

- 9.5.1 The city shall discontinue service to a customer for noncompliance with the prohibited uses of wastewater service, if after notice the customer does not correct the violation within five days. Service will not be reestablished until after customer has complied.
- 9.5.2 If the city determines a prohibited use or other violation results in a potential public hazard or menace, then the city may enter on the customer's premise(s) and do such things and expend such sums as may be necessary to abate the potential hazard or menace without a five-day notice of correction. Customer shall reimburse the city for any such expenditures required.



- 9.6 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 public utilities general manager and approved by the Needles board of public utilities. The request must explain why the exemption is being sought, the benefits the customer will receive from such exemption, the approximate amount of waste or wastewater discharged, and the desired time period of the exemption. Approval must be received prior to customer using service for a prohibited activity.

10. Industrial waste and wastewater.

10.1 Discharge Permits.

- 10.1.1 All industrial customers proposing to connect to or to contribute to the wastewater treatment and collection system shall obtain an Industrial Wastewater Discharge Permit before connecting to or contributing to the system.
- 10.1.2 Industrial customers requesting an Industrial Wastewater Discharge Permit shall complete the appropriate application form, which may require:
- a) Name, mailing address, and location of facility
  - b) SIC number, according to the Standard Industrial Classification Manual, Bureau of Budget, 1987, as amended.
  - c) Wastewater constituents and characteristics as measured by a state certified laboratory.
  - d) Time and duration of proposed discharge
  - e) Average daily and peak wastewater flow rates, including any seasonal variances.
  - f) Site plans, floor plans, mechanical and plumbing plans and details to show all sewers, sewer connections and appurtenances by the size, location and elevation.
  - g) Description of activities, facilities and plant processes on the premises, including all materials which are or could be discharged
  - h) Whether or not discharge is subject to pretreatment standards (categorical or local), and if such pretreatment will be met on a consistent basis.
  - i) Any other information required by the city to evaluate the application.
- 10.1.3 Within sixty (60) days after receipt of a completed application, an approved industrial pretreatment program from the appropriate regulatory agency and permit filing fees, the City will evaluate the data furnished by the user and submit the application to the Board of Public Utilities for review of the Industrial Wastewater Discharge Permit. After evaluation and acceptance of the data furnished, the Board of Public Utilities may recommend the issuance of the Industrial Wastewater Discharge Permit and establish an appropriate monthly service fee. Final approval of the Board's recommendation and the monthly service fee by the City Council is required prior to issuance of the permit. If the Board determines that the proposed discharge will not be acceptable, they shall disapprove the application and notify the applicant.
- 10.1.4 Industrial Wastewater Discharge Permits shall be subject to all provisions contained in the Terms and Conditions for The Sale Of Waste Water Treatment And Collection Service, applicable regulations, charges and fees established by the City. Permits may contain the following:

- a) The unit charge or schedule of user charges and fees for the wastewater discharge.
- b) Limitations on the average and maximum wastewater constituents and characteristics.
- c) Limitations on the average and maximum flow rate and time of discharge or requirements for flow regulation and equalization.
- d) Requirements for installation and maintenance of inspection and sampling facilities.
- e) Specifications for monitoring programs which may include sampling locations, frequency of sampling, number and type and standards for analyses.
- f) Compliance schedules.
- g) Requirements for submission of technical or discharge reports.
- h) Requirements for maintaining and retaining plant records relating to the wastewater discharge.
- i) Other conditions as deemed appropriate to ensure compliance with the permit, Terms and Conditions, or applicable laws or regulations.

10.1.5 The terms and conditions of an Industrial Wastewater Discharge Permit may be modified by the City during the term of the permit as federal, state or local limitations and requirements are modified or other just cause exists.

10.1.6 Permits shall be issued for a specified time period, not to exceed three years. A permit may be issued for a period less than three years or may be stated to expire on a specific date. The customer shall apply for permit reissuance a minimum of sixty (60) days prior to the expiration of the customer's existing permit.

10.1.7 Industrial Wastewater Discharge Permits are issued to a specific customer for a specific operation. An Industrial Wastewater Discharge Permit shall not be reassigned transferred or sold without the written approval of the City Manager or his authorized representative and the Board of Public Utilities. Any succeeding owner or customer shall also comply with the terms and conditions of the existing permit.

10.2 Alteration of Discharge. If the customer wishes to make an alteration to pretreatment facilities or the connection(s) to the City's wastewater collection system, or if customer wishes to discharge additional, or excess of the approved amount of wastes, or wastes of a different nature, type or substance not consistent with the original permit approval, the customer shall submit a letter to the City requesting such approval. The City shall process the request in the same manner as the original application for an Industrial Wastewater Discharge Permit and may request the customer reapply for an updated permit prior to any approval.

10.3 Discharge of Unapproved Material Unlawful. It shall be a Misdemeanor for any person to discharge into the City's wastewater treatment and collection system, directly or indirectly, any industrial wastewater which is not approved as to kind and amounts and is discharged without an approved Industrial Wastewater Discharge Permit.

10.4 Compliance with Standards. Except as set forth in the Terms and Conditions, no industrial waste shall be discharged to the City's wastewater treatment plant or collection system unless it conforms to the requirements set forth in Sections 10 and 11. Compliance to requirements shall be based on the mean values obtained from analysis of industrial waste samples representative of the quantity and quality of the

discharge to the sewer at the point of entry of industrial waste to the City's collection system, or, if this is not feasible, at other points up the stream of the individual industrial waste discharge. All such samples shall be weighted with the flow at the sampling point to furnish the values weighted with time and quantity for each required chemical constituent. Wherever deemed practical by the City, these industrial wastewater samples may be composited with regard to time and quantity and the analysis made from such composite samples

10.5 Additional Industrial Wastewater Discharge Restrictions - Industrial wastewater dischargers shall comply with the below discharge restrictions:

10.5.1 The content of total oil and grease shall at no time exceed six hundred milligrams per liter.

10.5.2 The content of floatable oil and grease shall at no time exceed one hundred milligrams per liter.

10.5.3 The content of floatable hydrocarbon oil shall at no time exceed one hundred milligrams per liter.

10.5.4 The daily average five-day biochemical oxygen demand shall at no time exceed one thousand milligrams per liter.

10.5.5 The daily average dissolved sulfide content shall at no time exceed one-tenth milligram per liter.

10.5.6 The pH shall at no time be below 6.0.

10.6 Monitoring and Inspection.

10.6.1 City may require monitoring facilities be provided and operated at the user's own expense, to allow inspection, sampling and flow measurement of the wastewater flow and the user's internal drainage systems. The monitoring facility should normally be situated on the customer's premises, but the city may, when such a location would be impractical or cause undue hardship on the customer, allow the facility to be constructed in the public street or sidewalk area and located so that it will not be obstructed by landscaping or parked vehicles. There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, sampling and measurement equipment shall be maintained at all times in a safe and proper operating condition at the expense of the customer. Whether constructed on public or private property, the sampling and monitoring facilities shall be provided in accordance with the City's requirements and all applicable local construction standards, and specifications. Construction shall be The Completed within ninety days following written notification from the City.

10.6.2 The City may inspect the facilities of any customer to ascertain. whether all permit and discharge requirements are being met Persons or occupants of premises where wastewater is created or discharged shall allow the City's inspector ready access at all reasonable times to all parts of the premises for the purposes of inspection, sampling, records examination or in the performance of any other related duties. The City inspector shall have the right to set up on the customer's property such devices as necessary to conduct sampling inspection, compliance monitoring and/or metering operations. Where a customer has security measures in force which would require proper identification and clearance before entry into their premises, the customer shall make necessary arrangements with their security personnel so that upon presentation of suitable identification personnel from

the City will be permitted to enter, without delay, for the purposes of performing their responsibilities.

- 10.7 Revocation of Wastewater Discharge Permit. An Industrial Wastewater Discharge Permit may be revoked when it is found that the discharge is in violation of the provisions of the Terms and Conditions, or the permit requirements. Any person notified of a suspension of the wastewater treatment service and/or the wastewater discharge permit shall immediately stop or eliminate the discharge. In the event of a failure of the person to comply voluntarily with the suspension order, the City shall take steps as deemed necessary, including immediate severance of the sewer connection(s), to prevent and minimize damage to the treatment facilities and collection system, or harm to any individuals. The City may reinstate the Industrial Wastewater Discharge Permit and/or the wastewater treatment and collection service upon proof of the elimination of the noncomplying discharge. A detailed written statement submitted by the user describing the causes of the harmful contribution and the measures taken to prevent any future occurrence shall be submitted to the city within twenty days of the date of any violation.
- 10.8 Federal categorical Pretreatment Standards. Upon the effective date of a federal or state categorical pretreatment standard for a particular industrial category, the federal or state standard, if more stringent than limitations imposed by the terms and conditions or the Industrial Wastewater Discharge Permit shall immediately supersede the limitations imposed by either documents. The City shall notify all affected users of the pretreatment changes and the applicable reporting requirements.
- 10.9 Confidential Information. Information and data on a customer obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspections shall be available to the public or other governmental agencies without restriction unless the customer specifically requests and is able to demonstrate to the satisfaction of the City Manager or his authorized representative, that the release of such information would divulge information, processes or methods of production entitled to protection pursuant to state or federal law. When requested by a customer, the portions of a report which might disclose legally protected information shall not be made available upon written request to governmental agencies for uses related to the Terms and Conditions, the National Pollution Discharge Elimination System (NPDES) permit, and/or the pretreatment program; provided, however that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the person or corporation furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.
- 10.10 Waiver of standards.
- 10.10.1 The City may waive constituent standards for industrial wastewater discharge established by the Terms and Conditions, if after evaluation the City determines that:
- 10.10.1.1 The discharge will not cause harm to the treatment facilities or the collection system. nor cause any unreasonably or inequitably burden on the operation of either the treatment facilities or the collection system.
- 10.10.1.2 The individual discharge, when evaluated with the existing treatment and collection flow, does not affect the ability of the City to meet the requirements of the Regional Water Quality Control Board or other regulatory agencies or permits

- 10.10.1.3 The discharge does not violate applicable State and Federal regulations.
- 10.10.1.4 The discharge does not contain toxic constituents in excess of the Regional Water Quality Control Board requirements.
- 10.10.1.5 Customer meets all federal categorical pretreatment standards.
- 10.10.1.6 The Board of Public Utilities and the City Council approve such waiver.
- 10.10.2 An approved Industrial Wastewater Discharge Permit with a waiver or modification of standards shall include a statement from the City as to why the waiver is reasonable. Any permit granted with such a waiver may be withdraw at any time the city makes a determination that either the treatment facilities or collection system is burdened, or the city ability to meet regulatory or permit requirements is materially affected.
- 10.11 Discharge Permit Fees. All Industrial Wastewater discharges shall be required to pay an Industrial Wastewater Discharge Permit tee at the time of submittal of application and at the time of renewal.
- 11. Grease, oil, sand and lint interceptors. Grease, oil, sand and lint interceptors shall be provided when, in the opinion of the City, they are necessary to the properly collect and treat wastewater containing grease in excessive amounts or other flammable wastes, or sand, lint or other harmful ingredients, except that, such interceptors shall not be required for private single-family residences. Interceptors shall be located in an accessible location for easy cleaning and inspection.  
Installation and maintenance expense shall be by customer. Maintenance shall be scheduled and completed by customer in a manner that ensures continuous and efficient operation at all times.
- 12. Vehicle servicing facility requirements.
  - 12.1 Any facility maintained for the servicing, repair or washing of vehicles, roadway or farm machinery, or industrial or heavy equipment shall install and maintain a sand-and-oil interceptor. The wastewater from bathrooms of such servicing facilities shall not be allowed to pass through the interceptor, but all other wastewater at the facility shall pass through the interceptor before discharging to the City's wastewater collection system.
  - 12.2 The interceptors at such servicing, repair or washing facilities shall be designed to have operating fluid capacity capable of handling maximum possible flows and sized so that a seven day accumulation of sand and oil together will not fill more than 25% of the fluid capacity. The interceptor shall also be designed to retain any oil or grease which will float and any sand which will settle, as well as be watertight and structurally sound and durable. The interceptor shall be located for easy cleaning and inspection.
  - 12.3 The customer shall provide the City with a drawing of the interceptor design and the connections to interior exterior piping, and the drawing shall include a statement of verification from a civil engineer registered in the State of California that the design meets all the requirements of Section 13 of the Terms and Conditions.
  - 12.4 Maintenance of the interceptor shall be scheduled and completed by customer in a manner that ensures continuous and efficient operation at all times.
  - 12.5 If the City determines that a customer is not properly servicing or maintaining a customer-owned interceptor, the City may, at its discretion, either disconnect service to the premise(s) or enter on the customer's premise(s) and do such ' things

and expend such sums as may be necessary to abate the problem(s), after providing the customer with a five-day notice of correction. If in the opinion of the City the interceptor problems presents an imminent hazard to the public, the City may either interrupt service or make repairs to the interceptor without notice. Customer shall reimburse the City for any such expenditures required.

13. Customer-owned lift stations.

13.1 Maintenance of the customer owned lift station shall be scheduled and completed by owner or occupier in a manner that ensures continuous and efficient operation at all times.

13.2 If the City determines that a customer is not properly servicing or maintaining a customer-owned lift station., the City may, at its discretion, either disconnect service to the premise(s) or enter on the customer's premise(s) and do such things and expend such sums as may be necessary to abate the problem(s), after providing the customer with a five-day notice of correction. If in the opinion of the city the lift station problems present an imminent hazard to the public, the City may either interrupt service or make repairs to the lift station without notice. Customer shall reimburse the City for any such expenditures required.

14. Disposal of wastes from permitted waste haulers.

14.1 The City will provide wastewater treatment services to septage system pumpers and contractors who are properly licensed and permitted for septage waste hauling by the appropriate regulatory agency(ies) and the City of Needles. Disposal of septage shall be restricted to only pumpings from residential and commercial septage systems in non-sewered areas within fifteen miles of the City of Needles and within the State of California.

14.2 It shall be a misdemeanor to dispose of any non-septage system waste in the City wastewater treatment facility or collection system, or residential or commercial septage system waste without a valid City of Needles Septage- Discharge Permit and a completed and authorized Septage Discharge Manifest.

14.3 Commercial grease traps and similar Wastewater interceptor pumpings shall not be discharged into the City wastewater treatment facility or collection system. Interceptor pumpings shall be disposed of at approved landfills or other facilities established for such waste treatment.

14.4 Industrial system waste shall not be discharged into the City wastewater treatment facility or collection system. Such wastes shall be disposed of at approved waste treatment facilities.

14.5 Septage Discharge Permits.

14.5.1 All septage pumpers and contractors proposing to discharge to the City's wastewater treatment and collection system shall obtain a City of Needles Septage Discharge Permit before discharging any wastes to the system. A permit shall be issued for a five-year period and shall cost \$1000.

14.5.2 A Septage Discharge Permit may be rescinded for noncompliance to the Terms and Conditions, permit requirements, State or other regulatory requirements, or for falsification of documentation or unauthorized disposal of septage into the City wastewater treatment facility or collection system.

14.5.3 Septage system pumpers and contractors requesting a Septage Discharge Permit shall complete the appropriate application form, which may require:

- a) Name, mailing address, telephone number and location of business.
- b) Name of owner and contact person.
- c) Emergency or after-hours phone number.

- d) California waste hauling permit number.
  - e) List of Company vehicles, license numbers and hauling capacity.
  - f) Estimated annual number of discharges and volume per discharge.
  - g) List of chemicals that may be added to septage by pumper or contractor.
  - h) Copy of MSDS for any such listed chemicals.
  - i) Any other information required by the City to evaluate the application.
- 14.6 Septage system discharge will be accepted at the wastewater treatment facility during normal operating hours Monday-Friday, and on an after-hours basis, when practical. No septage system pumpings shall be discharged into the City's treatment facility or collection system without an approved and accepted Septic Discharge Manifest. All discharges into the wastewater system shall be supervised by an authorized City employee.
- 14.7 The fees for the discharge of septage into the treatment facility or collection system shall include categories for disposal of septage from within the City limits; outside the City limits and for after-hour disposal services. Such fees shall be established by the City Council, after recommendation by the Board of Public Utilities.
15. Ion-exchange treating devices.
- 15.1 No ion-exchange treating device shall be installed, enlarged., used, replaced or regenerated in the City, and no wastewater from an ion-exchange water treating device shall be discharged to the soil or to a storm channel in the City, or to the City wastewater collection and treatment system unless:
- 15.1.1 Said device is a softener qualifying for registration under Section 16.3 and duly registered; or
  - 15.1.2 A permit for said installation, enlargement, use, replacement, or regeneration has been obtained from the City as provided in Section 16.4 and 16.5, and the operation conforms to the terms of said permit.
- 15.2 It shall be a misdemeanor for anyone to offer on-site regeneration softeners for sale or rent in the City, or to solicit an owner or occupant of property in the City to purchase or rent such a unit, or to install a softener with provision for on-site regeneration except where the purchaser or renter holds a valid permit from the City for such installations. The penalties for making such a sale, rental or installation includes the requirement that the party remove the illegally installed unit, and that the vendors business license be suspended.
- 15.3 An ion-exchange water treating device having a total volume less than four cubic feet and having facilities for on-the-premise regeneration which was in service on March 1, 1994, is required to have been registered with the City within ninety days after said date. A duly registered device may be continued in use; provided, however, that no more than one hundred fifty pounds of salt per month are used in regenerating such device. This provision does not extend to the enlargement or replacement of such device or its transfer to another property. Any enlargement, replacement or transfer shall be considered as a new installation.
- 15.4 A permit is required for the installation, enlargement, use replacement or regeneration of any ion-exchange water treating device in the City if such device does not qualify for registration under Section 16.3: A permit may be granted only if none of the regenerating chemicals will be discharged to the City wastewater collection and treatment facility, storm channel, and/or the earth.
- 15.5 Any person desiring a permit for the installation, enlargement, use, replacement or regeneration of an ion-exchange water treating device shall apply to the City and shall submit information to support claims that the proposed operation will conform to the qualifications of Section 16.4, and such other information as may be

requested. If the City finds that the information furnished by the applicant is sufficient to show that the operation meets the qualifications of Section 16.4, a permit shall be issued. The permit shall state the conditions that the applicant must meet and may include a requirement that the applicant submit periodic reports to the City. The required frequency of the reports and the contents thereof shall be as determined by the City. The permit may also include a requirement that the applicant install facilities for convenient sampling of the wastewater stream.

- 15.6 City may revoke the permit for any ion-exchange treatment device, if the permittee violates any of the requirements of Section 16.
16. Curtailment. When the availability of service is restricted and a reduction of service is required to maintain the integrity of part or the total wastewater collection and treatment system, the Customer will be notified by the city to reduce or terminate use of service. Such notifications may be made by mail, phone, or in-person. The city will curtail service on a proportionate basis, where possible. Customers, who refuse or do not comply with curtailment requirements, may be terminated by the city. A service re-establishment charge of \$200.00 will be assessed for a first time violation, \$500.00 for second violation, and \$1000.00 for a third violation. A customer who violates curtailment requirements more than three times may not be allowed to reestablish service.
17. 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 the city.
18. 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 wastewater treatment and collection services by the City to the Customer. These Terms and Conditions state the entire obligation of the City in connection with such services.

## Article II. Conditions Governing the Extension of Wastewater Collection and Treatment Services.

Sec. 17-2. Conditions governing the extension of wastewater collection and treatment services. Application for city's wastewater collection and treatment service often involves construction of new facilities for various distances and costs depending upon customer's location, size and characteristics. With such variations, it is necessary to establish conditions under which the city will extend its facilities.

All extensions are subject to the availability of adequate capacity and city facilities at the beginning point of an extension. These rules shall govern extensions of the wastewater collection systems and expansion of treatment facilities to serve customers, when such requirements are deemed by the city to be usual and reasonable in nature.

### 1. Basis for extensions.

- 1.1 Economic feasibility basis: all classes of service.
- 1.2 Responsible resource development basis: residential service only.
- 1.3 Economic development basis: specific applications only.
- 1.4 Doubtful permanency basis: all classes of service.
- 1.5 Temporary basis: all classes of service.
- 1.6 Seasonal customer basis: all classes of service.

### 2. Extension conditions.

- 2.1 Connection of premises to public sewer system required; exceptions. No person within the city owning any premises on which the nearest outlet of the plumbing system of such premises is located within two hundred feet from the municipal



wastewater system shall use any means of sewage disposal other than the municipal wastewater system.

2.1.1 Every person owning any premises within two hundred feet of the municipal wastewater system upon or in which any sewage is produced shall be required to connect such premises to the municipal wastewater system within thirty days from the date of completion and acceptance of the municipal system by the city. Exception to this requirement will be made for single-family residences located in a subdivision approved for subsurface sewage disposal after January 1, 1968, unless it is determined that the continued subsurface sewage disposal constitutes a menace to health.

2.1.2 The use of and/or maintenance of cesspools, septic tanks or other local means of sewage treatment and disposal on any premises located within two hundred feet of the municipal wastewater system shall constitute a public nuisance, and the city may invoke any legal means or police power to abate the problem.

## 2.2 Temporary customers.

2.2.1 General. Service to be rendered to a customer for a period of less than twelve consecutive calendar months shall be extended as a temporary service. The 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 consecutive months.

2.2.2 Where temporary connection of a premises to the municipal wastewater system is required by a customer, then the customer shall make a nonrefundable contribution of four times the connection fee established by this chapter of the City Code for the type of premises being connected.

2.3 Real estate development. No real estate development within the city shall use any means of sewage disposal other than the municipal wastewater system, unless approved by the board of utilities and the city council. Extensions of wastewater collection and treatment 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 or the responsible resource development extension bases, depending upon development type. Anticipated revenues for real estate development extensions shall be calculated by the city based upon the estimated requirements and city rate schedule for each customer location. Only city determined estimated revenues shall be used for economic feasibility studies.

2.3.1 Mobile home parks. City shall not allow new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is connected to the municipal wastewater system, or an exception for the construction and/or expansion has been granted by the board of public utilities and the city council.

2.3.2 Apartment complexes, condominiums and other multiunit residential buildings. City shall not allow new construction and/or expansion of apartment complexes and condominiums unless the construction or expansion connected to the municipal wastewater system, or an exception for the construction and/or expansion has been granted by the board of public utilities and the city council.

2.3.3 Recreational vehicle parks, campgrounds, marinas and similar developments. City shall not allow new construction and/or expansion of recreational vehicle parks, campgrounds, marinas and similar developments

unless the construction or expansion connected to the municipal wastewater system, or an exception for the construction and/or expansion has been granted by the board of public utilities and the city council.

- 2.4 Seasonal customers. Extensions of wastewater collection and treatment facilities to customer's premises which will be continuously occupied less than nine months out of each twelve-month period may be made only if the customer pays two times the connection fees established by this chapter of the City Code for the type of premises being connected.

3. Refunds.

- 3.1 Customer shall make a nonrefundable payment of connection fees, as required in this chapter, prior to receiving wastewater service.

3.2 Refund of wastewater system extension costs.

3.2.1 If additional customers connect to the customer's extension within five years after acceptance of the customer's extension by the city, the customer may be eligible for a partial refund of construction costs. To be eligible for a refund the customer's total extension construction costs, (less premises connection construction costs and connection fees) must be over two hundred dollars, and the additional customer's construction must also be an extension(s) directly connected to, or service lines directly connected to the customer's extension. If these conditions are met, then the additional customer(s) must pay a portion of the customer's extension construction costs. The amount due shall be based upon the amount of extension capacity required by the additional customer(s). The additional customer(s) are not required to reimburse the customer's extension costs, if the additional customer(s) cannot be served by the customer's extension, or the customer's extension must be upgraded in size, or a lift station must be installed to increase capacity, or the customer's extension main(s), service(s) or trunk line(s) that are being extended from are gravity lines and are eight inches in diameter or smaller.

3.2.2 To be eligible for refund of construction costs, the customer must, before construction is completed: execute a wastewater service extension agreement; submit final engineering drawings of the wastewater system and costs estimates which separate service or premises connection costs from the main or trunk line construction costs; and provide a written summary of the estimated total capacity and required capacity of each main or trunk line for the premises being served. The city shall review and approve the drawings, estimates and summary prior to the final agreement being executed.

3.2.3 The city will require additional customer(s) whose extension meets the above criteria to reimburse the customer through a nonrefundable contribution to construction made payable to the city. The contributions will be calculated by multiplying the original construction costs, less premises connection construction costs and connection fees, by the percentage of capacity required by the additional customer(s) development. The city shall then add a fifteen percent administrative fee to the calculated amount, and the total of the two amounts shall be the nonrefundable contribution required from the additional customer(s). The city shall then pay the original customer the calculated percentage of capacity costs, and shall retain the administrative fee. Customer shall not earn interest on extension construction costs that are refundable.

- 3.2.4 Reimbursements can only be made to the 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/developer's responsibility to form a refund resolution agreement between the parties of such a transaction. The 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.
- 3.2.5 Customers shall not receive refunds for capacity greater than the original estimated amount. In other words, if the agreement executed states the customer's development will utilize forty-five percent of the system capacity, and the actual capacity required is less, the city shall only collect refunds for the fifty-five percent of noncommitted capacity. In the above example, the customer shall not be entitled to a construction costs refund of greater than fifty-five percent regardless of how much additional capacity may be connected.

4. Municipal wastewater connections and construction.

4.1 General policy.

- 4.1.1 Customer or developer shall provide all earthwork including, but not limited to trench, boring or punching, valve enclosures, manholes, shoring, bedding, backfill, compaction and surface restoration, in accordance with city specifications.
- 4.1.2 Customer or developer shall conform to city's installation and utility facility placement specifications and standards.
- 4.1.3 Customer or developer shall provide all materials and installation for piping, valves, cleanouts, lift stations and similar materials and/or equipment as required by city specifications.
- 4.1.4 Customers or developers requesting wastewater extension may be required to sign a wastewater collection and treatment 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 wastewater facilities, or results in damage to such facilities, the cost of such relocation and/or resulting repairs shall be borne by the customer or developer.

4.2 Permit required for sewer construction. No person shall construct, use or alter any municipal wastewater system or house connection sewer without first obtaining a public works permit from the city.

4.3 Inspection and city acceptance of trench, piping and associated equipment.

- 4.3.1 The city shall inspect the customer/developer installed trench, piping and associated wastewater equipment on a mutually agreed upon date prior to the customer/developer shading and backfilling the trenching, piping and associated wastewater equipment. Phased inspection may be required, and the completion and inspection dates for each phase shall be agreed to by the customer/developer and the city.
- 4.3.2 When the city has approved the trenching, piping and associated wastewater equipment installation, a second inspection date shall be mutually agreed to for inspection of the trench, piping and associated wastewater equipment after shading and prior to backfill.

- 4.3.3 When the trench and conduit shading has been approved, the customer/developer shall complete backfilling and compaction of the trench. The city shall inspect final trench backfill and compaction, and approve prior to final surface restoration.
- 4.3.4 When the backfill and compaction has been approved, the customer/developer must complete final surface restoration of existing roadways, sidewalks, walkways, bike paths, etc., as specified by the city. If the final surface of the trench is in a new development, actual surfacing can be completed in the normal sequence of the project's construction, but such completion must be within a reasonable period of time. If such surface restoration is not completed as required, the city will complete the restoration and bill the customer/developer for actual costs plus appropriate overhead and/or administrative fees.
- 4.3.5 In addition to the above trenching, piping and associated wastewater equipment installation inspections, the city may require additional inspections for safety, fire, building or other code compliance.
- 4.4 Sewer construction specifications.
- 4.4.1 All pipe shall be laid up grade on an unyielding foundation, true to line and grade with a uniform bearing foundation under the full length of the pipe. All adjustments to line and grade shall be made by scraping away or filling, and not by wedging or blocking.
- 4.4.2 All sewer piping must be approved for sewer use, and must comply with city specifications.
- 4.4.3 Connecting sewer pipe grades shall be per city specifications to insure proper flow into the municipal wastewater system.
- 4.4.4 All house connecting sewers must be laid by most direct route as approved by the city, and must be free of pinched joints, changes of grade or unnecessary bends or fittings.
- 4.4.5 Cleanouts shall be installed per city specifications, and shall be the same size as the pipes they serve.
- 4.5 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 the city.
- 4.6 Ownership. Except for customer-owned facilities, which includes the connecting sewer pipe to the municipal wastewater system, all construction, including that for which customers have made advances and/or contributions, will be owned, operated and maintained by city, after acceptance by the city.
- 4.7 Measurement and location.
- 4.7.1 Any measurements used for costing of facilities must be along the proposed route of construction, as determined by the city.
- 4.7.2 Construction is to be on public streets, roadways, highways, alleys or easements acceptable to city.
- 4.7.3 The extension must be a branch form, the continuation of, or an addition to the city's existing wastewater system, unless approved by the board of public utilities and the city council.

- 4.8 Unusual circumstances. In unusual circumstances, as determined by the city, when the application and provisions of this policy appear impractical, or in case of extensions of the municipal wastewater system is different than specified in the applicable rate structure, or in case customer's requirements exceed the municipal wastewater system capacity or other similar limitation, the city will make a special study of the conditions to determine the basis on which service may be provided.
- 4.9 Nonstandard construction. Where extensions of wastewater collection and treatment facilities require construction that is in any way nonstandard, as determined by city, or if unusual obstructions are encountered, customer may request city approval for a variance prior to beginning construction or modifications.
- 4.10 Change in customer's service requirements. Customer may rebuild or modify existing facilities to meet customer's added discharges or change in service requirements only after obtaining a permit from the city. The city reserves the right to refuse such rebuild or modification requests, when such requests are not consistent with the terms and conditions for the sale of wastewater collection and treatment services, or the city's engineering standards, or state or federal regulations.
- 4.11 Design deposit. An applicant(s) who is not a real estate development may request the city to prepare detailed plans, specifications or cost estimates for the extension of the municipal wastewater system. The preparation of such detailed plans, specifications or cost estimates will be completed by the city, or a contractor hired by the city, at city option, and may require a payment from the applicant of an amount equal to the estimated costs of preparation. If the plans, specifications or cost estimates are prepared for an applicant(s), the city, at its option, may credit the design costs to the cost of construction, if the applicant(s) decide to complete the construction within twelve months after the design is prepared. City, at its option, may prepare for the applicant, without charge, a preliminary sketch and rough estimate of the costs to extend wastewater service to a premises upon request.

5. Improvement, assessment and lien agreements.

- 5.1 General policy. Improvement, assessment and lien agreements are not available to real estate developments or to customers where the extension is serving within a development that has been built since 1980, unless such development was built in an area where municipal wastewater service was not previously available. The purpose of improvement, assessment or lien agreement is to aid property owners, within existing developments with installing sewage connections to the municipal wastewater system from a cesspool, septic tank or similar sewage treatment system.
- 5.2 An individual or group of property owners may request the city extend the municipal wastewater system to serve premises currently not being served by the system. However, no sewer line, lateral or drain shall be constructed unless three-fourths of the adjoining property owners to such wastewater lines have paid the fees required for construction, or executed appropriate assessment or improvement district documents or payment of such fees. The individual or group of property owners requesting service is responsible for securing commitments and having documents executed by the required three-fourths of the adjoining property owners.
- 5.3 Installment and lien agreements.
- 5.3.1 A written installment and lien agreement must be signed by the property owner(s) who are not paying the cost of the wastewater system construction in cash, or who have not formed an assessment or improvement district. Such agreement(s) shall be filed with the city clerk, and shall include a promissory note secured by a deed of trust. The note shall bear interest at a

rate of six percent per annum, and the interest shall be paid to the city. The corporate trustee named by the deed of trust shall be selected by the city, and the note shall become immediately due upon default of any payment or interest amount.

- 5.3.2 Property owners not paying the cost of the wastewater system construction in cash or through assessment or improvement districts shall pay such costs of construction in installments of not less than twenty-percent. A deposit of twenty percent is required at time of agreement execution, and the remaining amount shall be paid in twenty percent increments on three-month intervals, with the first month being due three months after the agreement execution date.
- 5.3.3 In the event of default, the city may require the purchaser to pay cost of sale including, but not limited to, trustee sale costs, fees incurred by city and trustee, evidence of title and legal costs.
- 5.3.4 The city may before executing an installment and lien agreement require the property owner to furnish a title insurance policy to confirm the condition of the title. Upon receipt of such title insurance policy, the city may refuse to enter into an agreement, if the policy demonstrates, in the city's opinion, the lien does not provide adequate security for the city.
- 5.3.5 The city shall not be obligated to accept any installment and lien agreement in lieu of cash or assessment or improvement district, and may in its option, deem the security inadequate or may refuse to enter into such agreement(s) based upon the financial burden they may create.
- 5.4 Any wastewater extension being completed per the requirements of this section shall be done through written agreement, and the agreement shall contain a description of the work to be performed, a schedule of construction, an estimate of costs, and shall provide for the city to perform the work or for the city to contract with others with the completion of the work, at its option.

## 6. Economic feasibility basis extensions.

- 6.1 General policy. Economic feasibility basis extension may be made only if all of the following conditions exist:
  - 6.1.1 Extension shall be for a new permanent customer or group of new permanent customer. A customer shall be considered permanent when:
    - a) Service will be rendered to the customer for a period greater than twelve months;
    - b) Removal or abandonment of the wastewater collection and treatment 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 service will be activated within thirty days after completion of the extension.
  - 6.1.2 The total extension is determined to be economically feasible for the city, as defined in Section 6.2.
  - 6.1.3 Customer constructs the extension and transfers ownership of the facilities to the city. Customer shall comply with city standards and specifications, and must coordinate construction activities with the city closely to insure proper inspections and final acceptance.

- 6.2 Extension qualifications. Extensions shall be allowed, when the conditions in Section 6.1 are met and the extension is determined to be economically feasible by the city. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the estimated wastewater collection and treatment maintenance and operating costs, provide an adequate rate of return on investment to the city.
- 6.3 Extensions not qualifying. City, at its option, may extend its facilities to customers whose use does not satisfy the economic feasibility requirements of Section 6.2, 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.
- 6.4 Construction costs, except for connection fees and premises connection construction costs, are subject to refund.

7. Responsible resource development basis (residential real estate developments only).

- 7.1 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 represents 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:
  - 7.1.1 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 months;
    - (b) Removal or abandonment of the wastewater collection and treatment 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 service will be activated within thirty days after completion of the extension.
  - 7.1.2 The final development and/or phase of the development is determined to be economically feasible by the city. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the estimated wastewater collection and treatment maintenance and operating costs, provide an adequate rate of return on investment to the city.
  - 7.1.3 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.
  - 7.1.4 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.

- 7.1.5 Developer constructs the wastewater extension to and within the development, and transfers ownership of the facilities to the city per city standards and specifications.
- 7.1.6 The development is total electric, except for alternate energy services which may be provided or approved by the city.
- 7.1.7 The developer agrees to advertise the development with point of purchase displays, and to include the city's responsible resource program name and logo on all signs and other advertising materials at developer's cost.
- 7.2 Extension qualifications. An extension shall be qualified when the conditions in Section 7.1 have been met and agreements executed.
- 7.3 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.
- 7.4 Benefits provided developers who qualify for a responsible resource development basis extension.
  - 7.4.1 Developer will receive a special rate for establishing wastewater connections to the municipal system, in addition to other electric and water utility incentives that may be provided by the city.
  - 7.4.2 The city will not respond to requests for installation of extensions and connection to homes, condominiums, apartments and/or mobile homes within the development with priority service.
  - 7.4.3 The 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.
- 7.5 Extensions to developer built home, condominium, apartment, mobile home developments and lot sales only subdivisions.
  - 7.5.1 Developer shall submit individual home, condominium, apartment and/or mobile home constructions plans, appliances and insulation details to the city for review and approval. If the plans meet the responsible resource development basis criteria, the city will prepare the wastewater collection and treatment extension design and an agreement to construct wastewater collection and treatment facilities, which must be executed prior to extension construction.
  - 7.5.2 In lot sales only subdivisions, 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.
  - 7.5.3 Developer shall construct the wastewater extension and transfer ownership of the facilities to the city. The construction of the wastewater facilities must comply to city standards and specifications.
  - 7.5.4 A development construction plan must be submitted to and accepted by the 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 wastewater collection and treatment facilities, even if such construction is beyond phase boundaries.



- 7.5.5 Developer shall install and maintain the wastewater collection and treatment piping and equipment until the wastewater collection and treatment facilities are accepted by the city, and the customer has activated service. Maintenance shall include replacement of damaged or “plugged” piping and equipment. The developer shall reimburse the city for any repairs or replacements made by the city, because of damage or “plugged” equipment. The city may, but shall not be obligated to, make such repairs or replacement of facilities.
- 7.5.6 The construction of the wastewater collection and treatment system must be completed, inspected and approved prior to activating service to any home, condominium, apartment or mobile home or other premises.
- 7.5.7 All installations must be according to city specifications and requirements.
- 7.6 Construction costs, except for connection fees and premises connection construction costs, are subject to refund.

8. Economic development basis.

- 8.1 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:
  - 8.1.1 Applicant will be a 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 or abandonment of the wastewater collection and treatment 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 service will be activated within thirty days after completion of the extension.
  - 8.1.2 The total extension is determined to be economically feasible for the city. “Economic feasibility” shall mean that the estimated revenues from the completed project, less the estimated wastewater collection and treatment maintenance and operating costs, provide an adequate rate of return on investment to the city.
  - 8.1.3 The development meets the economic development basis qualifications, as determined by the board of public utilities and city council.
  - 8.1.4 The customer/developer requests the extension be completed using the economic development basis.
  - 8.1.5 The customer/developer agrees to provide, if requested by either the council or the utility 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 the customer’s/developer’s plans for the project.
  - 8.1.6 Customer/developer pays any required advance for construction.

- 8.2 Extension qualifications. Extensions shall be allowed when the conditions in Section 8.1 have been met and approval for an economic development extension is granted by the board of public utilities and city council.
  - 8.3 The benefits provided to a customer/developer from the economic development basis shall be determined on an individual application basis by the board of public utilities and city council.
  - 8.4 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/developer may request an economic feasibility basis extension.
  - 8.5 Construction costs, except for connection fees and premises connection construction costs, are subject to refund.
9. Doubtful permanency basis.
- 9.1 Extensions shall be made on a doubtful permanency basis, when in the city's opinion the 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 or abandonment cost, less any salvage value of the extension.
  - 9.2 Extensions to mobile or modular housing shall be completed on the doubtful permanency basis, unless the customer has:
    - 9.2.1 Permanent water system installed;
    - 9.2.2 Electric service entrance equipment installed;
    - 9.2.3 Application for electric service submitted.
10. Settlement of disputes. Any dispute between customer or a prospective customer and city regarding the interpretation of these conditions governing extensions of wastewater collection and treatment service may, by either party, be referred to the board of public utilities for determination.
11. Interest. All advances made by customer to city in aid of construction shall be noninterest bearing.
12. Extension agreements. All line extensions requiring payment by customer shall be in writing and signed by both the customer and city.

### Article III. Rates.

Sec. 17-3-1. Rates in effect. All rates for wastewater service fees established by the City Council pursuant to Section 17-3-2 shall remain in effect until otherwise modified or amended by a resolution of the City Council.

Sec. 17-3-2. Wastewater rates. Wastewater rates shall be established by resolution of the city council, but only after public hearing which has been properly called, noticed and held.

Sec. 17-3-3. Construction and connection fees. Wastewater construction and connection fees shall be established by resolution of the city council, but only after public hearing which has been properly called, noticed and held.

Sec. 17-3-4. Septic pumper and contractor disposal fee.

- a) The city will provide wastewater treatment and disposal services for septage system pumpers and contractors who are properly licensed and permitted for septage waste hauling and disposal by the appropriate regulatory agency(ies) and the City of Needles. Disposal of septage is restricted to only pumpings from residential and commercial

septage systems in non-sewered areas within fifteen miles of Needles, and within the State of California.

- b) Commercial grease traps and similar wastewater interceptor pumpings shall not be discharged into the wastewater treatment and collection system.
- c) The disposal fees for septage treatment and disposal services shall be assessed on a per delivery basis, which means each time a pumping vehicle discharges into the system the fee will be assessed. The fee will be for the amount the vehicle discharges at the time of disposal, regardless if the pumper or contractor is making multiple discharges from the same septage pumping customer.
- d) Fees. Fees for septic pumper and contractor disposal shall be established by resolution of the city council, but only after public hearing which has been properly called, noticed and held.

#### Article IV. Administrative.

##### Sec. 17-4-1. Enforcement of chapter; abatement of violations.

- a) It shall be the duty of the director of public works to supervise all collections to the municipal wastewater system, to collect all wastewater service charges and to establish and administer such reasonable rules and regulations applicable to the use of and operation of the municipal wastewater system as may be deemed advisable or necessary; provided that such rules and regulations so established shall not be in conflict with any provision of this chapter and shall be at all times subject to appeal to the board of public utilities and the city council, whose decision shall be final. The director of public works shall keep an accurate accounting and records showing the source, amount and disposition of all funds received from wastewater service or rental charges.
- b) In the event of a violation of any terms of this chapter, or any rule or regulation established pursuant thereto, the director of public works or his designee, in writing, shall notify the person causing, allowing or committing such violation, specifying, the violation and, if applicable, the time after which (upon the failure of such person to prevent or rectify the violation) the director of public works or his designee will exercise his authority to disconnect the premises from the municipal wastewater system, and/or municipal water system; provided, that such time shall not be less than five days after the deposit of such notice in the United States Post Office at the city, addressed to the person to whom notice is given, or as otherwise provided in this chapter.
- c) In the event such violation results in a public hazard or menace, then the director or public works or his designee may enter upon the premises, without notice and do such things and expend such sums as may be necessary to abate such hazard, and the reasonable value of the things done and the amounts expended in so doing shall be a charge upon the person so in violation.
- d) Upon failure of any person billed or the owner of the premises to pay any sewer service charge prior to delinquency, any one or more of the following actions may, or where required hereby shall be taken by the city or its official to enforce such payment, subject to the provisions of this chapter. Each wastewater service charge levied by or pursuant to this chapter on any premises within the city is hereby made a lien upon such premises and any steps authorized by law may be taken by the city to enforce the payment of such lien.

Sec. 17-4-2. Bond required for director of public works. The city shall cause to be issued and maintain in good standing a surety bond conditioned upon the full and prompt deposit by the director of public works of all sewer service charges with the city treasurer.

Sec. 17-4-3. Inspection of work. All work done under the provisions of this chapter shall be subject to the inspection by and shall meet the approval of the building inspector or other designated official. The permittee shall at least twenty-four hours before inspection is desired make such requests to such official.

Sec. 17-4-4. Schedule of rates; proration of charges. Federal and state regulations require the city to adopt a revenue program that provides a system of rates and charges that will meet annual operation, maintenance and capital costs, and is sufficient to pay for all costs for providing sewage collection, treatment and disposal, as well as debt service, administration, reserves and other expenses. It shall be the director of public works responsibility to ensure that rates and charges meet these requirements, and requests for changes in rates and charges are made in a timely manner.

**BE IT FURTHER ORDAINED** that the aforesaid amendments and additions shall be and are hereby made to the City Code of the City of Needles, California to the extent stated only, but no further.

**INTRODUCED AND READ** for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California held on the 28th day of January 2025, by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Janet Jernigan, Mayor

(Seal)

ATTEST: \_\_\_\_\_  
Candace Clark, Interim City Clerk

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of February 2025, by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Janet Jernigan, Mayor

(Seal)

ATTEST: \_\_\_\_\_  
Candace Clark, Interim City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney John Pinkney

## **ORDINANCE 674-AC**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES DELETING CHAPTER 22 WATER OF THE NEEDLES MUNICIPAL CODE AND RESCINDING ORDINANCE 628-AC AND ADDING A NEW CHAPTER 22 ENTITLED WATER SERVICES, REGARDING THE TERMS AND CONDITIONS FOR THE SALE OF WATER SERVICES**

**SECTION 1. CEQA.** The City Council finds that the actions contemplated by this Ordinance 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 Ordinance 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.** The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Ordinance enforced.

**SECTION 3. Prosecution of Prior Ordinances.** Neither the adoption of this Ordinance nor the repeal of any other ordinance of this District shall in any manner affect the prosecution of any violation of any District ordinance or provision of the District ordinances, 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.** The City Council hereby deletes Chapter 22 WATER of the Needles Municipal Code and rescinds Ordinance 628-AC, adding a new Chapter 22 entitled WATER SERVICES, regarding Terms And Conditions for the sale of Water Services.

**SECTION 5. Effective Date and Publication.** The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and cause the same or a summary thereof to be published within 15 days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect 30 days after adoption in accordance with Government Code Section 36937.

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

The following TERMS AND CONDITIONS and any changes authorized by the City Council or law will apply to the sale of water services within the City of Needles under the established rate or rates authorized by the City Council and currently applicable at time of sale.

**1. GENERAL**

- 1.1 Water service will be supplied in accordance with these Terms and Conditions and any changes required by the City or law, and such applicable rate or rates as may from time to time be authorized by the 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 all of the City water rate schedules, except where specifically changed by written agreement by the City.
- 1.3 In case of conflict between any provision of a rate schedule and the Terms and Conditions, the provisions of the rate schedule shall apply.
- 1.4 The failure of the 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 from any responsibilities or obligations imposed by Law or by the Terms and Conditions, and shall not be deemed a waiver of any right of the City to insist upon strict performance of the Terms and Conditions.

1.5 These Terms and Conditions have been amended to implement the requirements of SB 998 which adds Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water. The provisions of SB 998 to the extent in force and effect shall apply to the provision of water service by the City notwithstanding the absence of such provisions in these Terms and Conditions or anything to the contrary in these Terms and Conditions.

1.6 Definitions:

- (a) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

## **2. ESTABLISHMENT OF SERVICE**

- 2.1 Application for Service - Customer requesting water 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.
- 2.1.1 In the absence of a signed application or contract for service the supplying of water service by the City and acceptance thereof by Customer shall be deemed to constitute a service agreement by and between the City and Customer for delivery, acceptance of and payment for service, subject to City's applicable rates and rules and regulations.
  - 2.1.2 Where service is requested by two or more individuals, City shall have the right to collect the full amount owed City from any one of the applicants.
- 2.2 Service Establishment Charge - A service establishment is determined by the cost of services 0 for residential and nonresidential water service will be assessed each time City is requested to establish, reconnect or reestablish water service to Customer. Billing for the service establishment charge may be rendered as a part of the Customer's first bill.
- 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 and is unwilling to make payment subject to Sections 8.2, 8.3, 8.4 and 8.5.
  - 2.3.2 A condition exists which in City's judgment is unsafe or hazardous.
  - 2.3.3 Applicant has failed to make the security deposit requirements set forth by City as specified under 2.4., 2.5 or 2.6.
  - 2.3.4 Applicant is known to be in violation of City's rate schedule.
  - 2.3.5 Applicant fails to furnish to City funds required to serve Applicant and which have been specified 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 Service in the name of another Customer currently living with the applicant at the same address for which service is being requested has been terminated for nonpayment and a delinquent balance is still outstanding.
  - 2.3.9 Prior Customer was terminated for any of the below reasons and continues to reside on the premises for which applicant requests service.
    - a). Failure to pay a delinquent bill for utility service.
    - b). Failure to maintain deposit requirements.
    - c). Failure to pay for a bill to correct a previous under billing.
    - d). Failure to comply with curtailment procedures imposed by the City during service shortages.

- e). Failure to provide reasonable and safe access to City's equipment and property. 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 may not require a security deposit from a new Applicant for residential water 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 a utility where service of a comparable nature was received within the last two years, and the letter states that the Applicant had a satisfactory payment history at time of service discontinuation, and such service was for at least 12 consecutive months.

2.4.1.3 Applicant provides a guarantor, satisfactory to the City, to secure payment of bills for the service when requested.

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 - City may not require a security deposit from a new Applicant for Nonresidential water service, if Applicant is able to meet any of the following requirements:

2.5.1.1 Applicant has had service for at least one year of a comparable nature with City at another service location within the past two 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.

2.5.1.2 Applicant can provide a letter regarding credit or verification from a utility where service of a comparable nature was last received which states Applicant had a satisfactory payment history at time of service discontinuation, and such service was for at least 12 consecutive months.

2.5.2 Nonresidential Establishment of Security Deposit - Except as provided in §2.5.1, all nonresidential Applicants 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 security deposit in the form of a Surety Bond, Irrevocable Letter of Credit or Assignment of Moneys in an amount equal to the required security deposit.

#### 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 appropriate credit information.

- 2.6.2 Nonresidential - City may require a nonresidential Customer to establish or reestablish a security deposit if the Customer becomes delinquent or if the Customer has been disconnected for nonpayment during the last twelve (12) months, or when the Customer's financial condition may jeopardize the payment of their bill, as determined by a credit investigation, financial reorganization notice or bankruptcy filing.

## 2.7 Security Deposits

- 2.7.1 Residential security deposits must be a minimum cash deposit of one hundred and fifty dollars (\$150.00), or two times the combined estimated monthly billing for water, wastewater and solid waste collection services whichever is the greater.
  - 2.7.1.1 Deposits will automatically be refunded after 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 must be a minimum deposit of five hundred dollars (\$500.00), or two (2) times Customer's combined estimated monthly billing for water, wastewater and solid waste collection services.
  - 2.7.2.1 Deposits and noncash deposits on file with the City will be reviewed after twenty-four (24) months of service and will be refunded or released provided Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless the Customer's financial condition warrants extension of the security deposit. Deposits not returned within the first twenty four month period, shall be reviewed annually to determine if Customer qualifies for return of the deposit
- 2.7.3 City reserves the right to increase or decrease the security deposit amount when the Customers rate for monthly charges changes by more than ten (10) percent. Separate security deposits may be required for each location.
- 2.7.4 Customer security deposits shall not preclude City from terminating agreement for service or suspending service for any failure in the performance of Customer obligation under the agreement for service.
- 2.7.5 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.
- 2.7.6 If Customer terminates service with City, the security deposit may be credited to Customer's final bill.

- 2.8 Facility Extensions - Installations requiring the City to extend its facilities in order to establish water service will be made in accordance with City's Conditions Governing Extensions of Water 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, 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 Billing



- 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 norm practice, separate meters will be used and separate billing rendered for the service measured by each meter.
- 4.1.2 The City normally meters and bills each premise separately, however, adjacent and contiguous premises not separated by private or public property or right-of-way and operated as one integral unit under the same name and as a part of the same business, will be considered a single premise.
- 4.1.3 When regular, accurate meter readings are not available or the water usage has not been accurately measured, the City may estimate the Customer's water 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 use and operation.
- 4.1.4 Where a meter error is discovered as a result of a meter test, the City may render an adjusted bill to the Customer for the amount of the undercharge, and shall issue a refund or credit to the Customer's account for the amount of the overcharge. Such adjusted bill shall be computed as follows:
- 4.1.4.1 **Fast Meter:** If a meter is registering more than 2% fast, the City shall refund to the homer the amount of the overcharge based on the corrected meter readings or the utility's estimate of the water 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 year.
- 4.1.4.2 **Slow Meter:** If a meter for residential service is registering more than 25% slow, or a meter for any other class of service is registering more than 2% slow, the City may bill the Customer for the amount of the undercharge based on corrected meter readings or the City's estimate of the water 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 months for residential service and one year for any other class of service.
- 4.1.4.3 **Nonregistering Meter:** If a meter is found to be nonregistering, the City may bill the Customer for the amount of the underbillings based on the City's estimate of the water service used but not registered, for a period not exceeding three months.
- 4.1.5 Water service bills will be rendered in combination with wastewater bills when the premise(s) is connected to the City's wastewater treatment and collection system.
- 4.1.6 Customer's receiving a combination water/wastewater/solid waste service bill may not pay the services separately.
- 4.1.7 **BUDGET BILLING**
- Every October customers except for solar customers who have been at their location for a 12-month period can enroll in the budget bill plan, which spreads out the costs of the utility bill evenly over a 12-month period, customers must be at a zero balance and not on a payment arrangement. Budget bills will settle-up every September, if the customer has used over their budget bill allotment and cannot pay their overage, they will be taken off the budget bill and put on a 12-month long-term payment arrangement, once the payment arrangement is fulfilled the customer can go back on the budget bill the next October. Budget bills will be recalculated every September to the amount the customer has used the year before the budget bill amount will either be higher or lower than the customer was paying the year before. Customers must sign a document of understanding when they enroll in the budget bill plan.
- 4.1.8 Adjustment of Bills for Billing Error

4.1.8.1 A billing error is an error by the City which results in incorrect billing charges to the Customer. Billing errors may include clerical errors by a City representative such as applying the wrong rate, wrong billing factor or an incorrect calculation. Billing error does not include unauthorized use, failure of the customer to notify the City of changes in operation, or failure of the Customer to take advantage of a rate or condition of service which the Customer is

4.1.8.2 Where the City overcharges or undercharges a Customer as the result of a billing error, the City may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to the Customer for the amount of the overcharge, for the period of the billing error, but not to exceed three years in the case of an overcharge, and, in the case of an undercharge not to exceed three months for residential service and one year for any other class of service.

4.2 Collection Policy - It is the policy of the City to discontinue water service to Customers by reason of nonpayment of bills only after notice and a meaningful opportunity to be heard on disputed bills. Residential service may only be disconnected in accordance with Sections 8.2, 8.3, 8.4 and 8.5. The City's application for service and all bills shall contain an address and phone number where Customers may direct billing concerns.

4.2.1 All bills rendered by the 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 and delinquent.. All delinquent bills shall be subject to the provisions of the 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 returned check charges;
- e). nonpayment of late charges;
- f). nonpayment of collection charges;
- g). and/or to declare past due service bill amounts, past due service establishment charges, past due security deposits, 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 one or more utility services with City and one or more of such services are terminated for nonpayment and Customer is-unwilling to make arrangements with City for payment, City shall be entitled to transfer the balance due on the terminated service(s) to any other active utility account of Customer. The failure of the Customer to pay the active account shall result in the suspension or termination of service thereunder. However residential water service shall not be discontinued, because of nonpayment of other classes or types of water service.

4.3 Responsibility for Payment of Bills

4.3.1 Customer is responsible for the payment of bills for water service until service is ordered discontinued, and the City has had two (2) working days' time to process request.

4.3.2 Any water service charge remaining unpaid after notice and an opportunity to be heard shall be sent to collections.

4.3.3 When an error is found to exist in the billing rendered to the 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 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 year to pay if the under billing is less than one thousand dollars (\$1000.00), and up to year and half years to pay if under billing is more than one thousand dollars (\$1000.00), without late payment penalties. If the account is billed on a special contract, or service has been established but no bills have been rendered, Customer shall be limited to six months to pay under billings for residential accounts and three months for nonresidential accounts.

- 4.4 Returned Checks - If City is notified by the Customer's bank that the bank will not honor a check tendered by Customer for payment of any bill, City may require the Customer to make payment in cash, by money order, certified check or other means which guarantee the Customer's payment to the City.
- 4.4.1 Customer shall be charged a fee of twenty-five dollars (\$25.00) for the first instance and thirty-five dollars (\$35.00) for any instance thereafter for the first year where Customer tenders payment of a bill with a check which is not honored by Customer's bank. Only one twenty five dollar (\$25.00) fee shall be charged for each instance when a customer has a check which was dishonored for both the City wastewater and water service payment.
- 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;
  - b) or, defer City's right to terminate service for nonpayment of bills.
- 4.5 To avoid discontinuation of service, Customer may make payment in full, including any necessary deposit in accordance with Section 2.5 or, may make acceptable payment Arrangements as provided in Section 8.4.
- 4.6 Payment Assistance and Counseling - The City will provide the following services to Customers unable to pay their bills.
- 4.6.1 The City will offer installment payment plans to allow Customers to amortize past due and current amounts over a reasonable period of time. Customers who default on installment payment plans may not qualify for future installment payment arrangements.
- 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.

## 5. SERVICE RESPONSIBILITIES 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 water service supplied and taken, as well as for any apparatus used in connection therewith. The Point of Delivery shall be where the Customer's piping connects to the City water meter equipment.
- 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 water 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 premise 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 replacements.
- 5.1.4 Customer shall be responsible for payment for any equipment damage and/or estimated unmeasured usage resulting from unauthorized 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 water service except where caused by City's willful misconduct or gross negligence. City may, without incurring any liability therefore, suspend Customer's water 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 Customers 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 premises 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 water use. 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 right-of-way required by the 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 the Customer without cost to Ci and in reasonable time to meet proposed service requirements. All easements and right-of-way obtained on of City shall contain such terms and conditions as are acceptable to the City.

## **6. METERING AND METERING EQUIPMENT.**

- 6.1 Customer Equipment - Customer shall install and maintain all water distribution equipment beyond the Point of Delivery. Except for City's meters and special equipment, Customer's entire installation must conform to all applicable construction and health 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 (3) feet from the face of the water meter enclosure, and a clear and unobstructed walkway to the meter location of a minimum width of three feet. The water meter enclosure work space shall have a level surface and a minimum clearance of 6 feet 6 inches to any overhead obstruction.
- 6.1.3 Customer shall, at his 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
- 6.2.1 City will not install nor maintain any piping and equipment on Customer's side of the Point of Delivery.
- 6.2.2 For the mutual protection of the Customer and City, only authorized employees of City are permitted to turn on or turn off the water service from any building or premise, or to connect or disconnect the water meter between the City's water distribution system and Customer's water distribution system. Such employees carry credentials which they will show upon request.
- 6.2.3 Customer shall not tap, cut or move any City water system equipment unless written permission to do so has been granted by the City Manager or his representative.
- 6.2.4 If City finds a premise turnoff valve that is damaged or broken because of tampering or improper operation by Customer, the City may replace the valve and install a gate valve on the Customer's side of the meter. The cost of both valves and labor will be billed to the Customer.
- 6.3 Measuring Customer Service - All the water sold to the Customer will be measured by a commercially acceptable measuring device owned and maintained by the City.
- 6.3.1 The readings of City's meters will be conclusive as to the amount of water used by the Customer unless, there is evidence of meter tampering or water diversion, or unless a test reveals City's meter is in mar by more than plus or minus two percent (2%).

- 6.3.2 If there is evidence of meter tampering or water diversion, Customer will be billed for the estimated water used that would have been registered had all water usage been properly metered.
- 6.3.3 If any meter after testing is found to be more than two percent (2%) in error, either fast or slow, proper correction shall be made of previous readings and an adjusted bill shall be tendered per 4.1.4. Customer will be billed for the estimated water usage 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 \$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 \$25.00 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 has requested., or to have present an expert or other representative appointed by him.

#### 6.5 Master Metering

- 6.5.1 Resale of Water - Customer shall not resell water from the City to any person except,
  - a) where water 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 is owner, lessee or operator of an multi-family housing or similar facility, and submeters and resells water to tenants at the same rates and charges that the 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 - Master metering may be allowed for new construction of residential mobile home parks, provided water service is included as part of the basic rent payment.
- 6.5.3 Residential - Apartment Complexes - Condominiums and Other Multiunit Residential Buildings - Master metering may be allowed for new construction of apartment complexes, provided water service is included as part of the basic rent payment. City shall refuse service to all new construction of condominiums, unless the condominiums are individually metered.
- 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 the 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 water directly from the City.

### 7. SERVICE CONNECTIONS

Customer shall install and maintain all premise water connections. The City shall maintain the interconnection of the Customer's distribution system to the water meter. Such installations shall comply with requirements of the City's Conditions Governing Extensions of Water Service.

### 8. TERMINATION OF SERVICE

- 8.1 Customer Initiated Termination - A Customer requesting termination of water service must provide the City with at least two working days' notice and a disconnect date. The Customer shall remain responsible for all service use until two working days after the disconnect notice or the requested disconnect date, whichever is later.
- 8.2 Termination Policies.
- a) The City shall make available its policies on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the California Civil Code, and any other language spoken by at least 10 percent of the people residing in the City's service area. The policies are set forth in these Terms and Conditions are intended to cover the following subjects and may be interpreted or supplemented by additional written policies established by the City Manager or his or her designee:
    - (1) A plan for deferred or reduced payments.
    - (2) Alternative payment schedules.
    - (3) A formal mechanism for a customer to contest or appeal a bill.
    - (4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.
  - b) These policies shall be available on the City's Internet Web site and shall be provided to customers in writing, upon request.
- 8.3 Termination of Residential Service. Notwithstanding anything to the contrary, the City shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least sixty (60) days. Delinquency shall be measured from the due date as provided in the bill or the City's other policies. No less than seven business days before discontinuation of residential service for nonpayment, the City shall contact the customer named on the account by telephone or written notice.
- a) Telephonic Contact. When the City contacts the customer named on the account by telephone pursuant to section 8.3(a), it shall offer to provide in writing to the customer the City's policy on discontinuation of residential service for nonpayment. The City shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.
  - b) Mailed Notice. When the urban and community water system contacts the customer named on the account by written notice pursuant to section 8.3(a), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:
    - (1) The customer's name and address.
    - (2) The amount of the delinquency.
    - (3) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
    - (4) A description of the process to apply for an extension of time to pay the delinquent charges.
    - (5) A description of the procedure to petition for bill review and appeal.
    - (6) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 8.2.
  - c) Personal Contact. If the City is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the City shall make a good faith effort to visit the residence and leave, or make other

arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the City's policy for discontinuation of residential service for nonpayment.

- d) Stay Pending Appeal. If an adult at the residence appeals the water bill to the City or any other administrative or legal body to which such an appeal may be lawfully taken, the City not discontinue residential service while the appeal is pending.

#### 8.4 Payment Alternatives.

- a) The City shall not discontinue residential service for nonpayment if all of the following conditions are met:
  - (1) The customer, or a tenant of the customer, submits to the City the certification of a primary care provider, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.
  - (2) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to Section 8.2, with respect to all delinquent charges.
- b) If the conditions listed in section 8.4(a) are met, the City shall offer the customer one or more of the following options at the discretion of City provided that repayment shall occur within 12 months year:
  - (1) Amortization of the unpaid balance.
  - (2) Participation in an alternative payment schedule.
  - (3) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.
  - (4) Temporary deferral of payment.

#### 8.5 Failure to Abide by Payment Terms. Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

- a) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.
- b) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.
- c) If the City discontinues residential service for nonpayment it shall provide the customer with information on how to restore residential service.

#### 8.6 Special Rules Applicable to Renters.

- a) If the City furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the City shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least ten (10) days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account. The City is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the City's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the City of selectively terminating

service to those residential occupants who have not met the requirements of the City's rules and tariffs, the City shall make service available to those residential occupants who have met those requirements. If prior service for a period of time is a condition for establishing credit with the City, residence and proof of prompt payment of rent or other credit obligation acceptable to the City for that period of time is a satisfactory equivalent.

- 8.7 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. The City shall collect a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. For the reconnection of residential service during nonoperational hours, the City shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less

## **9. DISPUTED BILLS AND COMPLAINTS**

- 9.1 Bill Inquiries and Complaint Investigations - A Customer may request a bill inquiry or complaint investigation by contacting the City's utilities office. An investigation will be completed by the City, and the Customer will be advised of the investigation's results and any action taken. If the Customer is seeking to set up an extended payment arrangement, the City will attempt to assist by offering an amortized payment schedule, and provided the Customer has not defaulted on a previous payment agreement.
- 9.2 Unresolved Bill Inquiries and Complaint Investigation - If a Customer is not satisfied with the investigation and/or action completed by the City's utilities office, the Customer should elevate the inquiry or complaint to the next level within the City staff, in the order recommended below.
- Utility Business Manager or Supervisor  
Utility Manager  
City Manager
- 9.3 Appeal To The Utility Board - A Customer who is not satisfied or believes the staff investigation results are incorrect or unfair, may appeal to the Needles Board of Public Utilities. The Board will hear only appeals that have not been resolved to the Customer's satisfaction, after the City Manager has finalized his review. A form to request an appeal is available at the utilities office, and must be submitted at least two weeks prior to a regularly scheduled Board meeting to ensure placement on the agenda. The Customer is encouraged to be present at the Board hearing, or to have a representative present
- 9.4 Appeal To The City Council - A Customer who remains unsatisfied after appealing their concerns to the Needles Board of Public Utilities, may appeal to the City Council for final resolution. The City Clerk will assist the Customer with scheduling the appeal. The Customer or his representative must be present at the Council meeting for the appeal to be heard and/or acted upon.
- 9.5 Payment Of Disputed Bills - A Customer who has requested an investigation or who is appealing a determination shall not have the water 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. A customer must pay subsequent bills to a disputed bill, to avoid being disconnected for nonpayment

10. **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 the 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 the 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 at his/her last known address.

11. **PROHIBITED SERVICE USES** - Customer shall not use water service for the following uses or activities. This prohibition is necessary to prevent water shortages.



No Customer shall cause or permit water furnished to any property to run or to escape from any hose, pipe, valve, faucet, sprinkler or irrigation device, onto a sidewalk, street, gutter or to otherwise escape from the property, if such running or escaping can reasonably be prevented.

- 11.2 Residential and nonresidential watering of grass, lawns, ground cover, open ground, shrubbery, crops, gardens and trees, including agricultural irrigation, in a manner or to an extent which allows substantial amounts of excess water to run off the area being watered, shall not be permitted. Minimum amount of run off which is a natural consequence of conservative watering, either by hand or mechanical sprinkler facilities, is permitted so long as such run off is not excessive.
- 11.3 All Customers shall conduct watering of landscape and lawns between 6:00 p.m. and 9:00 a.m. during the months of April through September. If a hand-held hose or drip irrigation system is used watering may be done at any time. City parks and the City golf course shall be exempt from this section, except these City facilities shall be expected to comply with these requirements, unless, because of some unforeseen necessity or for the benefit of public use watering is required. An exemption shall also be granted for discharge water from existing water-cooled air conditioners or coolers providing the discharge is to lawn or landscape areas and is not permitted to drain to streets.
- 11.4 Washing down of sidewalks, walkways, driveways, parking lots, patios, porches or other paved surfaces, shall be limited to five minutes twice a month for residential and nonresidential property shall be limited to five minutes per 500 square feet twice monthly. Flammable or other similar dangerous substances may be washed from said areas by direct hose flushing to remove immediate fire or sanitation hazards. Flammable or other similar dangerous substances shall not be washed into any wastewater collection system. In addition, public food service businesses may wash down surfaces as necessary to alleviate health, safety and sanitation hazards.
- 11.5 When not using a commercial automobile wash, the following shall apply. Automobiles shall be washed using a bucket during the washing process. A hose and nozzle which shuts off automatically when released shall be used for a quick rinse. Automobiles may not be washed on public streets.
- 11.6 No person shall permit water to leak from any facility on his or her premises; any leak shall be repaired in a timely manner.

## **12. BACKFLOW DEVICES**

- 12.1 The City of Needles has the responsibility to protect the public water supply from contamination by implementing a cross connection control program. The City shall evaluate the potential health hazard to the public water supply which may be created as a result of conditions existing on the user's premises. The Customer shall be responsible for abatement of the cross connection(s) which exist on the Customer's property, and shall install equipment according to City requirements at Customer expense.
- 12.2 The City shall establish cross connection requirements for the Customer, and shall use, but not be limited to, the following elements to determine such requirements:
  - 12.2.1 Nature of materials being handled on customer's premises.
  - 12.2.2 The probability of a back flow occurring on the premises.
  - 12.2.3 The degree of piping system complexity and potential for modification.
  - 12.2.4 Special Considerations:
    - 12.2.4.1 Premises where substances harmful to health are handled under pressure in a manner which could permit their entry into the public water system. This includes chemical or biological process waters and water from public water supplies which have deteriorated in sanitary quality.
    - 12.2.4.2 Premises having an auxiliary water supply, unless the auxiliary supply is accepted as an additional source by the City and is approved by appropriate health agencies.
    - 12.2.4.3 Premises that have internal cross connections that are not abated to the satisfaction of the City or a health agency.

- 12.2.4.4 Premises where cross connections are likely to occur, and entry is restricted so that cross connection inspections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross connections do not exist.
- 12.2.4.5 Premises having a repeated history of cross connections being established or re-established.

- 12.3 Backflow preventers required by the City shall have passed laboratory and field evaluation tests performed by a recognized testing organization which has demonstrated their competency to perform such tests to the appropriate regulatory and health agencies.
- 12.4 The type of protection required to prevent backflow into the public water supply shall be commensurate with the degree of hazard that exists on the Customer's premises.
- 12.5 The Customer shall assure that adequate maintenance and periodic testing are completed, as required by the City, to ensure the backflow preventers are operating properly. The Customer shall maintain and have available to the City for inspection, upon request, records of all maintenance and testing completed for a minimum of three years.

- 13. **CURTAILMENT** - When the availability of service is restricted and a reduction of service is required to maintain the integrity of part or the total water system, the Customer will be notified by the City to reduce or terminate use of service. Such notifications may be made by mail, phone, or in-person. The City will curtail service on a proportionate basis, where possible. Customers, who refuse or do not comply with curtailment requirements, may be terminated by the City. A service re-establishment charge of \$200.00 will be assessed for a first time violation, \$500.00 for second violation, and \$1000.00 for a third violation. A Customer who violates curtailment requirements more than three times may not be allowed to reestablish service.
- 14. **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 the City.
- 15. **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 water services by the City to the Customer. These Terms and Conditions state the entire obligation of the City in connection with such services.

**BE IT FURTHER ORDAINED** that the aforesaid amendments and additions shall be and are hereby made to the City Code of the City of Needles, California to the extent stated only, but no further.

**INTRODUCED AND READ** for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California held on the 28th day of January 2025, by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
 Janet Jernigan, Mayor

(Seal)

ATTEST: \_\_\_\_\_  
 Candace Clark, Interim City Clerk

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Needles, California, held on the 11th day of February 2025, by the following roll call vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

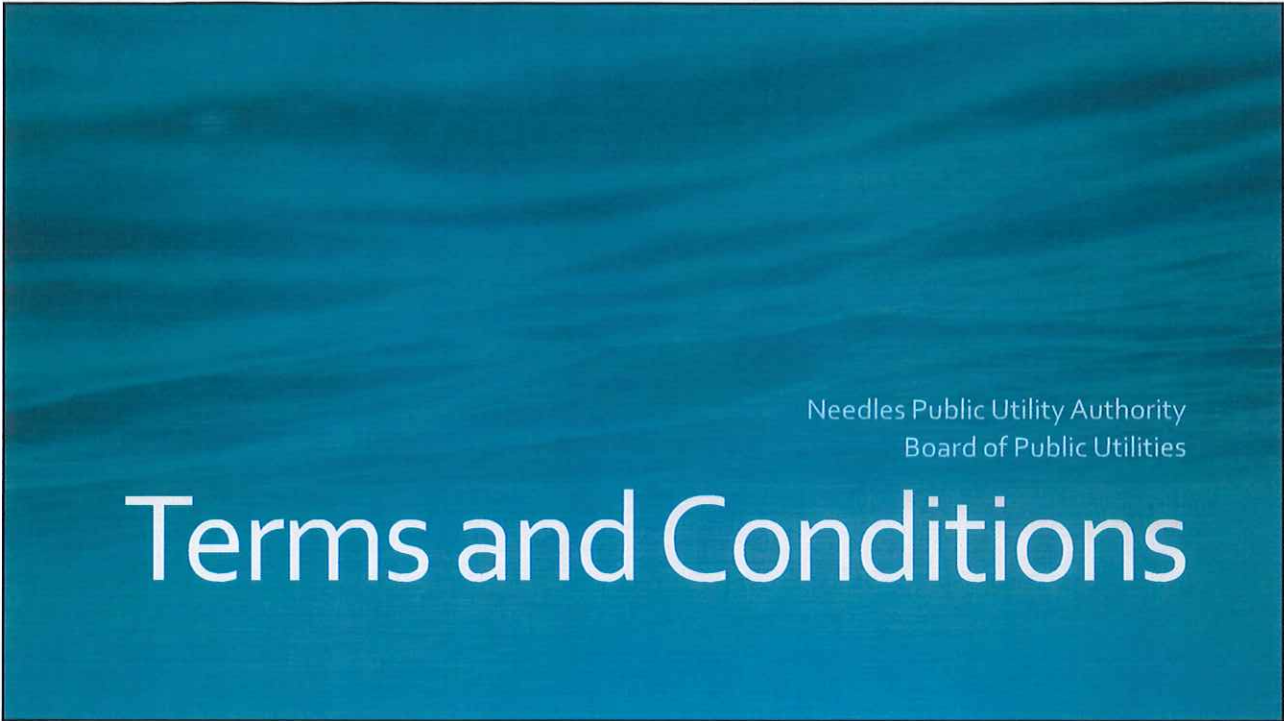
\_\_\_\_\_  
Janet Jernigan, Mayor

(Seal)

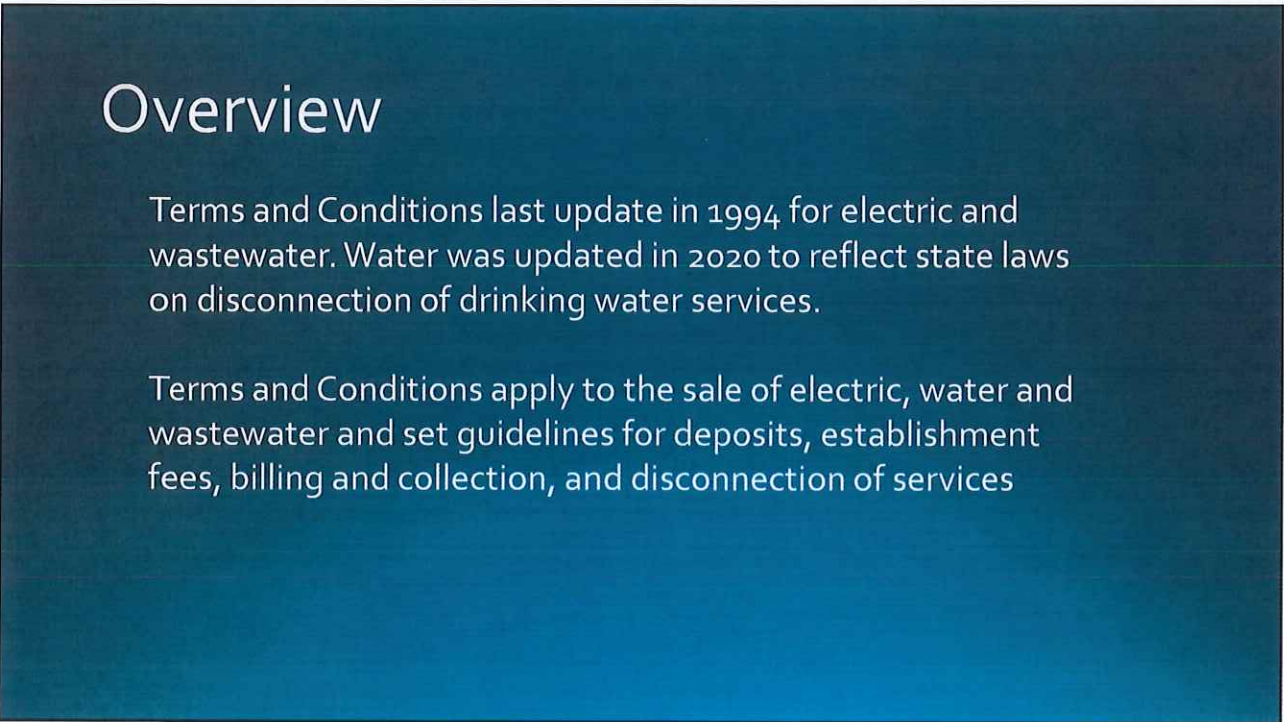
ATTEST: \_\_\_\_\_  
Candace Clark, Interim City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney John Pinkney



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## Terms and Conditions Changes

### Establishment of Service

- A service establishment charge is determined by the **cost of services** for residential and nonresidential accounts - Prior stated \$12.50
- Customer will be required to pay the appropriate service establishment charge and after-hours charge as established by the **cost of services** - Prior stated \$50.00

Note: Cost of Services fee schedule is established by Finance and adopted by City Council based on the current loaded rates for staff and associated time to provide the service.

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## Terms and Conditions Changes

### Security Deposits

#### Electric

- Added section 2.7.3 Large Commercial  
Large commercial account deposits may be either cash or noncash, and shall be set at \$80,000 per 20,000 sq ft building. Large commercial account deposits must be on file for a minimum of three years and thereafter can be replaced with a security bond. All security bonds must be renewed, and assurance provided to the Needles Public Utility Authority.

#### Water

- Residential security deposit \$150 – updated from \$100
- Nonresidential security deposit \$500 – updated from \$100

Wastewater – Remained unchanged \$100 for residential and nonresidential

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## Terms and Conditions Changes

### Rates (Electric Only)

- Removed section 3.3 Optional Rates

Established "optional rate schedules to certain classes" not applicable as the NPUA established two tiered rates of hydro and over-hydro.

### Billing and Collection

- Nonregistering Meter

If a meter is found to be nonregistering, the city may bill the customer for the amount of the underbillings based on the city's estimate of the electric service used but not registered, for a period not exceeding one year. – updated from three months

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## Terms and Conditions Changes

### Collection Policy –

All bills rendered by the city are due and payable no later than nineteen 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 days (10)** of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of the city's termination procedure. – updated from 15 days

- Electric Section 4.3.1 – When an error is found within the billing rendered to the customer, Underbillings by city shall be billed to customer who may be given up to one year to pay if the underbilling is less than one thousand dollars, and up to a **year and half years**. – updated from three years
- Removed "special contract" language under collection policy as it is not applicable.

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## Terms and Conditions Changes

### Budget Billing – New Section Added

Every October customers except for solar customers who have been at their location for a 12-month period can enroll in the budget bill plan, which spreads out the costs of the utility bill evenly over a 12-month period, customers must be at a zero balance and not on a payment arrangement. Budget bills will settle-up every September, if the customer has used over their budget bill allotment and cannot pay their overage, they will be taken off the budget bill and put on a 12-month long-term payment arrangement, once the payment arrangement is fulfilled the customer can go back on the budget bill the next October. Budget bills will be recalculated every September to the amount the customer has used the year before the budget bill amount will either be higher or lower than the customer was paying the year before. Customers must sign a document of understanding when they enroll in the budget bill plan.

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## Terms and Conditions Changes

### Returned Checks

- Customer shall be charged a fee of **twenty five dollars for the 1st occurrence and thirty-five 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. – Updated from \$15
- Removed Collection Charge as it stated an authorize city representative travels to customers premises to accept payment. Not applicable.
- If a termination is required at equipment other than the meter, a reconnection charge established by the **city's cost of services fee schedule** must be paid before service re-establishment. The customer shall be billed the normal service establishment charge in addition to the above reconnect charge on the next month's billing. – updated from \$50.00
- Added Installment Plans  
"If payment arrangement is not kept by the customer, services will be automatically terminated. In order to reconnect, the full amount owed must be paid."

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## Terms and Conditions Changes

### Stop Loss/ Maximum Delinquency/Collection Policy

- The warning notice shall provide the 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 shall have the ability within that period to sign an amortization agreement ("Payment Agreement") – updated from 15 days
- ("Payment Agreement"), agreeing and acknowledging that the 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 – **twelve (12) months dependent on the customer's ability to pay. – added, extended payment agreement terms**
- **Added** - If a customer is on an active Payment Agreement and defaults a new Payment Agreement cannot be authorized and the full amount past due must be paid before services can be restored.

### Collections

Added "Collection accounts are sent every six (6) months to the city's collection agency".

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## Terms and Conditions Changes

### Termination of Service

- Termination Notice Requirements.

Ten-day advance written notice of intent to terminate for nonpayment and reasons other than nonpayment, which can be included or be a part of monthly billing notices. - Removed five-day written notice

24 hour advance written notice of intent to terminate for dishonored checks (NSF). – updated from two-day

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# City of Needles, California Request for City Council Action

CITY COUNCIL  NPUA

Regular  Special

**Meeting Date:** January 28, 2025

**Title:** Authorize the City Manager to execute Landis & Gyr Software as a Service Agreement (SaaS)

**Background:** In 2021, the city issued a request for proposals for an Advanced Metering Infrastructure (AMI) project to install automatic electric and water meters. The contract was awarded to Landis & Gyr, and to date, 5,065 electric and water meters have been automated. Landis & Gyr utilizes the Command Center software to communicate with all automated meters.

The city executed a Software as a Service (SaaS) agreement with Landis & Gyr in 2021 for a three-year term, which expired on October 24, 2024. The SaaS platform is critical to the functionality of the Command Center, enabling real-time communication and data collection from the automated meters. Renewing this agreement is essential to ensure the continued operation of the AMI system, which has improved utility operations, customer service, and data accuracy.

**Fiscal Impact:** The proposed SaaS agreement includes an increase in monthly fees, which has been budgeted under the electric operations and maintenance annual budget. The new pricing structure is as follows:

Command Center Pricing (up to 5,000 Endpoints) Monthly Fee	
Year 1	\$1,195.00
Year 2	\$1,425.00
Year 3	\$1,655.00
Year 4	\$1,655.00
Year 5	\$1,655.00

The 5-year total cost amounts to \$91,020. This reflects an increase from the previous agreement, which averaged \$950.00 per month over the last term. The average annual increase for the new agreement is \$6,804 over the five-year period. The additional costs are justified by the advanced functionality and support provided by the SaaS platform.

The Board of Public Utilities unanimously approved the recommended action during its meeting on January 21, 2025.

**Environmental Impact:** N/A

**Recommended Action:** Authorize the City Manager to execute Landis & Gyr Software as a Service Agreement (SaaS)

**Submitted By:** Rainie Torrance, Utility Manager

**City Manager Approval:** Patrick J. Martinez

Date: 1/23/2025

**Other Department Approval (when required):** Barbara DiLeo

Date: 1/23/2025

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
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## Amended and Restated

### Software as a Service Agreement

This Amended and Restated Software as a Service Agreement (this “**SaaS Agreement**”), dated as of last signature date below (“**Effective Date**”), is by and between City of Needles (“**Customer**”) with offices located at 817 3<sup>rd</sup> Street, Needles, CA 92363, and **LANDIS+GYR TECHNOLOGY, INC.** with offices located at 30000 Mill Creek Avenue, Suite 100, Alpharetta, GA 30022 (“**Landis+Gyr**”).

WHEREAS, Landis+Gyr and Customer are parties to that certain Software as a Service Agreement dated October 18, 2021 (the “**Prior Agreement**”) by which Customer required third-party hosted “software as a service” (the “**SaaS Services**,”) as further described herein) with respect to certain of Customer’s information technology needs and related smart grid program;

WHEREAS, Landis+Gyr and Customer desire to amend and entirely restate the terms and conditions as currently described in the Prior Agreement, in this Amended and Restated Software as a Service Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions; Schedules.** Capitalized terms used herein and not otherwise defined will have the meanings set forth in this Section.

“**Access Credentials**” means any user name, identification number, password, and/or other access keys or controls for access and use of the SaaS Services.

“**Affiliate**” means any entity (including any person, without limitation, any corporation, company, partnership, limited liability company or group) that directly through one or more intermediaries, controls, is controlled by or is under common control with Landis+Gyr or Customer for so long as such control exists. For purposes of this definition, “control” means having more than fifty percent (50%) of the shares or other equity interest with voting rights in the legal entity or organization at issue.

“**Aggregated Statistics**” means data and information that is derived by or through Customer’s use of the SaaS Services that is used by Landis+Gyr in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Service.

“**Applicable Data Privacy Laws**” means all applicable local, state, national and foreign laws that apply to the processing of Personal Data processed by Landis+Gyr to render the Services for the Customer, including but not limited to, laws of the European Union and/or their member states, Switzerland and United Kingdom as they may be amended from time to time and in particular, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or “**GDPR**”).

“**Authorized Users**” means any Customer employee, consultant, contractor or agent (a) who are authorized by Customer to access and use the SaaS Services under the rights granted to Customer under this Agreement; and (b) for whom access to the SaaS Services has been purchased hereunder.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.

“**Cloud Software**” means cloud-based software to which Customer is provided access as part of the SaaS Service, including any updates or new versions.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, relating to Customer’s end customers’ information relating to electricity, water or natural gas consumption, load profile, billing history, or credit history that is collected, downloaded or otherwise received, directly or indirectly, from Customer or an Authorized User by or through the SaaS Services or that incorporates or is derived from the Processing of such information, data or content by or through the SaaS Service.

“**Customer Systems**” means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

“**Documentation**” means any online user manuals for the SaaS Services as updated from time to time, that describes the functions, operation, and use of the SaaS Services, and that Landis+Gyr makes generally available to subscribers of the SaaS Services.

“**Endpoints**” means each of the following types of physical sensory-type devices installed for use in the delivery of any commodity e.g. electric, water, gas, distribution automation devices:

- i. a meter measuring the quantity of a commodity delivered, at a utility customer premise or at any other point within the distribution system, with respect to which the Cloud Software stores, processes, or makes accessible data specifically identified to that premise or distribution point for use in one or more of the utility operations the Cloud Software performs or supports; and
- ii. an unmetered supply point with respect to which the Cloud Software performs calculations of quantities of a commodity delivered in lieu of metering.

For avoidance of doubt, Endpoints do not include: aggregations of data from multiple Endpoints; interfaces between the Cloud Software and other systems or applications; sub-meters or devices installed at a utility customer premises beyond the meter; or devices only used to read, retrieve, or transmit data from Endpoints.

“**Error**” has the meaning set forth in Schedule A.

“**Error Correction**” has the meaning set forth in Schedule A.

“**Export Control Laws**” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“**EAR**”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S Treasury Department’s

Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“**ITAR**”) maintained by the U.S. Department of State.

“**Fees**” has the meaning set forth in Section 6.2 Fees.

“**Harmful Code**” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Services or Landis+Gyr Systems as intended by this Agreement. Harmful Code does not include any Landis+Gyr Disabling Device.

“**High Risk Activities**” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury or severe environmental or property damage (such as the creation or operation of weaponry).

“**Improvements**” means enhancements, extensions, modifications and new releases to the SaaS Services (other than Error Corrections) that Landis+Gyr elects to incorporate into the SaaS Service, and for which Landis+Gyr does not charge an additional fee.

“**Intellectual Property Rights**” means any and all intellectual property rights whether registered or unregistered, and all applications for and renewals or extensions of such rights, including rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) works of authorship, designs, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all similar or equivalent rights or forms of protection.

“**Interfaces**” means Landis+Gyr’s file transfer communications interfaces and data feeds mechanisms between the Landis+Gyr Systems and the Customer’s Systems which are developed, operated, owned and maintained by Landis+Gyr pursuant to this Agreement including, as applicable, any configuration and customization required to meet the requirements of this Agreement, but excluding ownership of any customization that constitutes a component or derivative of Customer’s Systems.

“**Landis+Gyr Disabling Device**” means any software, hardware, or other technology, device, or means (including any back door, time bomb, time out, drop dead device, software routine, or other disabling device) used by Landis+Gyr or its designee to disable Customer’s or any Authorized User’s access to or use of the Services automatically with the passage of time or under the positive control of Landis+Gyr or its designee.

“**Landis+Gyr Materials**” means all devices, documents, data, know-how, methods, processes, software and other inventions, works, technologies and materials, including any and all Cloud Software, Documentation, computer hardware, programs, reports and specifications, client software and deliverables provided or made available to Customer in connection with Landis+Gyr’s performance of the Services, in each case developed or acquired by Landis+Gyr independently of this Agreement. For the avoidance of doubt, Landis+Gyr Materials include

Aggregated Statistics and any information, data, or other content derived from Landis+Gyr's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

**"Landis+Gyr Personnel"** means all employees and agents of Landis+Gyr, all subcontractors and all employees and agents of any subcontractor, involved in the performance of Services.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, common law, judgment, decree or other requirement or rule of any federal, state, local or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

**"Other Services"** means all technical and non-technical services performed or delivered by Landis+Gyr under this SaaS Agreement, including without limitation, implementation services and other professional services and training services further defined in Section 2.1, but excluding the SaaS Services and the Support Services. All Other Services will be provided on a non-'work for hire' basis.

**"Permitted Uses"** means any use of the Services by Customer or any Authorized User for the benefit of Customer in or for Customer's internal business operations in accordance with the Documentation.

**"Person"** means an individual and any entity, including, but not limited to, any corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust or association.

**"Personal Data"** or **"PII"** means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**"Representatives"** means a party's employees, officers, directors, consultants, legal advisors and, with respect to Landis+Gyr, Landis+Gyr's subcontractors, and, with respect to Customer, solely those of Customer's independent contractors or service providers that are Authorized Users.

**"Security Incident"** is an event that may indicate that an organization's systems, networks, or data have been compromised or that measures put in place to protect them have failed. With respect to the information technology space, an event is anything that has significance for system hardware or software and an incident is an event that disrupts normal operations. Items included, but not limited to: malware infection, distributed denial of service attacks, unauthorized access, insider breaches, destructive attacks, unauthorized privilege escalation, loss or theft of equipment.

**"Security Breach/Data Breach"** per NIST Special Publication (SP) 800-53. Definition: A data breach refers to any confirmed incident in which sensitive, confidential, or otherwise protected data has been accessed or disclosed in an unauthorized fashion. If a security incident results in unauthorized access to data, it can typically be classified as a security breach.

**"Services"** means the SaaS Services, the Support Services and the Other Services.

**"Support Services"** means the maintenance and support services for the SaaS Services as further defined in Schedule A.

“**Supported Release**” means versions of Cloud Software currently supported by Landis+Gyr. Landis+Gyr will support, at a minimum, the current generally available release in addition to the two (2) prior generally available releases of Cloud Software.

“**Suspend**” or “**Suspension**” means disabling or limiting access to or use of the SaaS Services or components of the SaaS Services.

“**Territory**” means the Customer’s service territory.

“**Third Party Materials**” means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not Proprietary to Landis+Gyr.

“**Upgrade**” means upgrading the Cloud Software to the most current generally available version.

## **2. Services and Service Orders.**

2.1 Description of Services. Throughout the Term, Landis+Gyr will in accordance with all terms and conditions set forth in this Agreement and each applicable Service Order, provide to Customer and its Authorized Users the following services:

- a) Access, in accordance with Section 2.2 of this Agreement, to the software-as-a service online web-based offering described in a Service Order and subject to the terms of this Agreement updated with Error Corrections, Improvements or modifications to the content, functionality and user interface from time to time at Landis+Gyr’s discretion (the “**SaaS Services**”), which upon their execution, will be attached as a part of this Agreement.
- b) service maintenance and the Support Services as set forth in the applicable Service Order and the Service Level Agreement described in Schedule A; and
- c) such other services as may be specified in the applicable Service Order.

2.2 SaaS Services Access License Grant. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, during the Term, Landis+Gyr hereby grants to Customer and its Authorized Users a non-exclusive, worldwide, terminable license to access and use the SaaS Service, including in operation with other software, hardware, systems, networks and services for Customer’s business purposes. Landis+Gyr will provide the following services: infrastructure and infrastructure monitoring, technical support, backup and recovery, access training, and Cloud Software upgrades for Customer’s productive use of such services.

2.3 Landis+Gyr will provide the SaaS Services for 24 hours a day, 7 days a week in accordance with the Service Level Agreement in Schedule A except for Scheduled Downtime, service downtime or degradation caused by a Force Majeure Event, including Customer's or any Authorized User's use of Third Party Materials, misuse of the Services, or use of the Services other than in compliance with the express terms of this Agreement and the Documentation.

2.4 Service and Systems Control. Except as otherwise expressly provided in this Agreement, as between the parties:

- 2.4.1 Landis+Gyr has and will retain sole control over the operation, provision, maintenance, and management of the Landis+Gyr Materials; and

- 2.4.2 Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Landis+Gyr Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Services or Landis+Gyr; (ii) results obtained from any use of the Services or Landis+Gyr Materials; and (iii) conclusions, decisions, or actions based on such use. By granting Authorized Users access to the SaaS Service, Customer acknowledges and agrees that Customer's Authorized Users shall have access to Customer Data and that Landis+Gyr shall not be responsible or liable for any misuse of the SaaS Services or Customer Data by any such Authorized Users. For avoidance of doubt, the Services do not include managed services and Customer agrees that it will be responsible for monitoring its access to the platform and will promptly notify Landis+Gyr of any issues.
- 2.5 Documentation. Landis+Gyr represents and warrants that (i) the Documentation for the Cloud Software will accurately and completely describe the functions and features of the Cloud Software, including all subsequent revisions thereto and (ii) the Documentation will be understandable by a typical end user having commensurate skill with using and maintaining metering and monitoring systems technology and will provide Authorized Users with sufficient instruction such that an Authorized User will have a foundation to become self-reliant with respect to access and use of the Services. Customer will have the right to make any number of additional copies of the Documentation for internal business purposes at no additional charge.
- 2.6 Service Orders. Service Orders will be effective only when signed by Customer and Landis+Gyr. The initial Service Orders are attached hereto. Any modifications or changes to the Services under any executed Service Order will be effective only if and when memorialized in a mutually agreed written change order ("**Change Order**") signed by both Parties. Where a Change Order may result in an adjustment to Fees, Landis+Gyr will provide a written estimate of such adjustment to Customer within a commercially reasonable period of time of Landis+Gyr's receipt of a Change Order. Upon approval of the written estimate to complete the Change Order, the parties will each ratify the Change Order indicating any adjustments to the Fees, or delivery schedule.
- 2.7 Other Services Comprising of Professional Services. During the Term of this Agreement, Landis+Gyr may also perform certain Other Services comprising of implementation, consulting, training and/or support services as specified in mutually agreed upon written Statement of Work ("**SOW**"). Each SOW will contain a reference identifying it as a SOW under this Agreement and will contain the following information, as applicable: a description of scope of the Other Services; the Fees (including any Reimbursable Expenses), and any modifications to the ownership of Intellectual Property provisions of this SaaS Agreement.
- 2.8 No Software Delivery Obligation. Landis+Gyr has no software delivery obligation and will not ship copies of any of the Cloud Software used to provide the Services to Customer as a part of the Services or as part of any Deliverable under a SOW. Upon the end of the Service Order, Customer's right to access or use the Cloud Software specified in the Service Order and the Services will terminate.
- 2.9 Use of Subcontractors. Landis+Gyr may from time to time in Landis+Gyr's discretion engage third parties to perform Services (each, a "**Subcontractor**").

- 2.10 Designation of Responsible Contacts. Customer will provide Landis+Gyr with current appropriate contact information such that Landis+Gyr may communicate maintenance notifications, outages, support items and other communications under this Agreement to Customer on an ongoing basis.
- 2.11 Aggregated Statistics. Landis+Gyr may compile Aggregated Statistics based on Customer Data input into the SaaS Service. Customer agrees that Landis+Gyr may use Aggregated Statistics to the extent and in the manner permitted under applicable Law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

### **3. Customer Obligations**

- 3.1 Customer Systems and Cooperation. Customer, at all times during the Term to the extent applicable for the specific Service Order, will: (a) set up, maintain and operate in good repair and in accordance with the Documentation all Customer Systems on or through which the SaaS Services are accessed or used (including taking all necessary and current security industry standards into consideration and implementation to notify and mitigate any security vulnerabilities that could be introduced into the Landis+Gyr Systems); and (b) provide all cooperation and assistance as Landis+Gyr may reasonably request to enable Landis+Gyr to exercise its rights and perform its obligations under and in connection with this Agreement. To the extent it becomes necessary for Landis+Gyr to have access to Customer Systems in order to perform the Services in accordance with the Availability Requirements as set forth in the Service Level Agreement, Customer will provide Landis+Gyr with such access. Unless otherwise stated in a Service Order, Customer agrees that it will not send or provide Landis+Gyr access to any Personal Data, whether in data or any other form. Should Customer mistakenly provide Personal Data to Landis+Gyr (including, but not limited to, Personal Data where Customer has no legal ground to share with Landis+Gyr or to process otherwise), Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems.
- 3.2 Effect of Delay. Neither party is responsible or liable for the portion of any delay or failure of performance caused in whole or in part by the other party's delay in performing, or failure to perform, any of Customer's obligations under this Agreement.
- 3.3 Privacy. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Landis+Gyr's accessing, storing and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data privacy and the transmission of technical or personal data. Customer acknowledges that Landis+Gyr exercise no control over the content of the information transmitted by Customer through the SaaS Services.
- 3.4 Suspension. If Landis+Gyr becomes aware that Customer's use of the SaaS Services violates the Permitted Uses, Landis+Gyr will notify Customer and request that Customer correct the violation. If Customer fails to correct the violation within 24 hours of Landis+Gyr's request, then Landis+Gyr may Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device until the violation is corrected. Notwithstanding the preceding related to violations of the Permitted Uses, Landis+Gyr may immediately Suspend all or part of Customer's use of the Services by use of a Landis+Gyr Disabling Device if (a) Landis+Gyr reasonably believes Customer's use of the SaaS Services could adversely impact the SaaS Service, other customers' or their end users' use of the SaaS Service, or the Landis+Gyr network or servers used to provide the SaaS Service; (b) there is suspected unauthorized third-party access to the SaaS Service; (c) Landis+Gyr reasonably believes that immediate Suspension is required to comply with any applicable Law; or (d) Customer



is in breach of Section 4.2 (Use Restrictions) or specific terms for the relevant Service Order. Landis+Gyr will lift any such Suspension when the circumstances giving rise to the Suspension have been resolved. At Customer's request, Landis+Gyr will, unless prohibited by applicable Law, notify Customer of the basis for the Suspension as soon as is reasonably possible.

#### **4. Authorization Limitations and Restrictions.**

4.1 Authorization. Subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement, Landis+Gyr hereby authorizes Customer, to access and use, solely in the Territory during the Term, the Services and such Landis+Gyr Materials as Landis+Gyr may supply or make available to Customer for the Permitted Uses by and through Authorized Users in accordance with the Documentation and the conditions and limitation set forth in this Agreement or any Service Order. In addition, Customer is authorized to:

- (a) generate, print, copy, upload, download, store and otherwise process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the SaaS Services;
- (b) prepare, reproduce, print, and download a reasonable number of copies of Documentation as may be necessary or useful for any Permitted Uses of the SaaS Services under this Agreement;
- (c) access and use (i) the SaaS Services for production uses and (ii) any applications provided by Landis+Gyr as may be necessary or useful for the effective use of the SaaS Services for the Permitted Uses hereunder; and
- (d) perform, display, execute, and reproduce and distribute and otherwise make available to Authorized Users, any Landis+Gyr Materials solely to the extent necessary to access or use the SaaS Services in accordance with the terms and conditions of this Agreement.

4.2 Use Restrictions. Customer will not and will not knowingly permit any other Person to access or use the SaaS Services or Landis+Gyr Materials except as expressly permitted by this Agreement and/or any Service Order and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer will not, except as this Agreement or any Service Order expressly permits:

- (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the SaaS Services or Landis+Gyr Materials available to any third party that is not an Authorized User;
- (b) copy, modify or create derivative works or improvements of the SaaS Services or Landis+Gyr Materials;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of the SaaS Services or Landis+Gyr Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the SaaS Services or Landis+Gyr Materials or access or use the SaaS Services or Landis+Gyr Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;

- (e) use or authorize the use of the SaaS Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.
- (f) remove, delete, alter or obscure any trademarks, Documentation, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any SaaS Services or Landis+Gyr Materials, including any copy thereof;
- (g) access or use the SaaS Services or Landis+Gyr Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable Law;
- (h) access or use the SaaS Services or Landis+Gyr Materials for purposes of competitive analysis of the SaaS Services or Landis+Gyr Materials, the development, provision or use of a competing software service or product or any other purpose that is to Landis+Gyr's detriment or commercial disadvantage;
- (i) engage in cryptocurrency mining without Landis+Gyr's prior written approvals;
- (j) to transmit, store or process health information subject to the United States HIPAA regulations;
- (k) access or use of the Services for High Risk Activities; or
- (l) otherwise access or use the SaaS Services or Landis+Gyr Materials beyond the scope of the authorization provided in this Agreement or in any applicable Service Order.

4.3 Excess Use. If Customer's use of the SaaS Services exceeds the volume of use authorized in the applicable Service Order (including as to the number of Endpoints), Customer will pay Landis+Gyr the Fees attributable to the excess use in accordance with the applicable Service Order.

## **5. Term and Termination**

5.1 Term. This Agreement commences on the Effective Date and continues until all Service Orders/SOW have expired or have been terminated. Except in the case of termination for breach by Landis+Gyr, within thirty (30) days of the date of termination, Customer must pay all amounts remaining unpaid for Services provided prior to the effective date of termination, plus related taxes and expenses.

5.2 Term of Service Orders/SOWs. The term of each Service/SOW will be as specified in the applicable Service Order/SOW. Except as otherwise specified in a Service Order, SaaS Services will automatically renew for additional one (1) year periods, unless either party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant subscription term.

5.3 Termination.

- (a) Landis+Gyr may terminate this Agreement, effective on written notice to Customer, if the SaaS Services is being used by Customer in violation of applicable Law.
- (b) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured sixty (60) days after the non-breaching party provides the breaching party with written notice of such breach; and

- (c) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party enters into liquidation (apart from a solvent liquidation for the purposes of amalgamation or reconstruction) or is dissolved or declared bankrupt or has a receiver, administrator or administrative receiver appointed over all or part of its assets or enters into an arrangement with its creditors or takes or suffers any similar action.
- 5.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement, all rights, licenses, consents, and authorizations granted by either party to the other hereunder will immediately terminate.
- 5.5 Survival. The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either party hereunder will so survive the completion of the performance, cancellation or termination of this Agreement, including without limitation, Confidentiality, Infringement, Limited Warranties and Limitations of Liability.
- 6. Fees and Expenses**
- 6.1 Invoices. Invoices will be issued monthly in arrears for (i) the monthly SaaS Services Fees upon Cloud Software installation (ii) for time and materials in a Statement of Work and (iii) Reimbursable Expenses based on expenses incurred in the previous month. Fees for fixed bid SOW's will be invoiced upon completion of the milestone as set forth in the applicable SOW. If Customer validly disputes any invoiced amount it will pay the undisputed amounts and provide written notice of the basis of that dispute to Landis+Gyr within thirty (30) days following delivery of that invoice. The parties will work diligently, promptly and in good faith to resolve any such disputes.
- 6.2 Fees. Customer agrees to pay for all services ordered as set forth in the applicable Service Order or SOW (the "**Fees**"). All Fees are due within thirty (30) days from the date of invoice.
- 6.3 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:
- 6.3.1 Landis+Gyr may charge interest on the past due amount at the rate of one percent (1%) per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; and
- 6.3.2 Customer will reimburse Landis+Gyr for all reasonable costs incurred by Landis+Gyr in collecting any late payments or interest, including reasonable attorneys' fees, court costs, and collection agency fees.
- 6.4 Fee Increases. Landis+Gyr's Fees are fixed for the duration described in the applicable Service Order. Thereafter, the Fees are subject to an adjustment in accordance with the Service Order.
- 6.5 Reimbursable Expenses. If a Service Order and/or SOW permits reimbursement of expenses by Customer ("**Reimbursable Expenses**"), Landis+Gyr will be reimbursed for those reasonable expenses, at cost. In addition, if there are any system communication fees that are incurred by Landis+Gyr (i.e. long-distance charges), Landis+Gyr will invoice Customer monthly for the communications fees, which Customer agrees to pay.
- 6.6 Taxes. Customer is exclusively responsible for the collection and remittance of all sales and use, value added, duties, tariffs or other similar charges or taxes on the Services, other than taxes based upon Landis+Gyr's income. All amounts set forth in an applicable Service Order/SOW are

exclusive of taxes and taxes are not included in the Fees. Applicable taxes payable by Customer will be separately itemized on invoices sent to Customer.

## **7. Intellectual Property Rights**

- 7.1 Services and Landis+Gyr Materials. Subject to the limited rights granted hereunder, all rights, title, and interest in and to the Landis+Gyr Materials, including all Intellectual Property Rights therein, are and will remain with Landis+Gyr and, with respect to Third-Party Materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Materials. In addition to the foregoing, Customer acknowledges that Landis+Gyr will have the right to utilize data capture and analysis tools, and other similar tools, to extract, compile and analyze the Aggregated Statistics.
- 7.2 Ownership of Customer Data. As between Customer and Landis+Gyr and its Subcontractors, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject only to the limited license granted in Section 7.3. Customer will have sole responsibility for the accuracy, integrity and reliability of Customer Data. Customer acknowledges that Landis+Gyr exercises no control whatsoever over any Customer Data managed by Authorized Users while accessing the Service and that Customer is solely responsible for the Customer content.
- 7.3 Consent to Use Customer Data. During the Term of this Agreement, Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data as are necessary or useful to Landis+Gyr, its Subcontractors and the Landis+Gyr Personnel to enforce this Agreement and exercise Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's rights and perform Landis+Gyr's, its Subcontractors' and the Landis+Gyr Personnel's obligations hereunder as well as to use and display Customer Data incorporated within the Aggregated Statistics.
- 7.4 Feedback. At its option, Customer may provide feedback and suggestions about Services to Landis+Gyr ("**Feedback**"). If Customer provides Feedback, then Landis+Gyr and its Affiliates may use the Feedback without restriction and obligation to Customer.

## **8. Confidentiality**

- 8.1 Confidential Information. From time to time during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") non-public, proprietary, confidential information about its business affairs, products, services, confidential intellectual property, trade secrets, third party confidential information, source code and other sensitive or proprietary information in oral, written, electronic or other intangible form marked or indicated as "**Confidential**" or "**Proprietary**" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information, however, will not include: (a) Information which is already generally available to the public; (b) Information which hereafter becomes generally available to the public, except as a result of the direct or indirect action of the Receiving Party in breach of this Agreement; (c) Information known to the Receiving Party or its Representatives on a non-confidential basis prior to receipt by the disclosing party; (d) Information that is independently developed without access to the Disclosing Party's Confidential Information; and (e) Information disclosed under legal compulsion; provided, however, that prior to a disclosure pursuant to an order or applicable law, the Receiving Party, to the extent permitted by law, promptly provides the other party written notice of such proposed disclosure and reasonably cooperates with the other party in its attempts to limit or prevent such disclosure. The Receiving Party will use the Confidential Information solely for the performance of this Agreement and will not disclose or permit access to Confidential Information other than to its Affiliates and its or their employees,

officers, directors, attorneys, accountants and financial advisors (including insurers) (collectively, “**Representatives**”) who: (a) need to know such Confidential Information for the performance of this Agreement; (b) know of the existence and terms of this Agreement and (c) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. These non-disclosure obligations will survive the termination of this Agreement and will continue for a period of five (5) years thereafter. Information need not be marked “Confidential” to be considered Confidential Information. “Confidential Information” includes any Confidential Information disclosed prior to the effective date of this Agreement. Any subcontractor retained pursuant to Section 2.6 will adhere to this Section 8 as it regards to Confidential Information that comes into its possession.

- 8.2 Protection of Confidential Information. The Receiving Party will safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care. The Receiving Party will promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to cooperate with Disclosing Party to prevent further use or disclosure. The Receiving Party will be responsible for any breach of this Agreement caused by its Representatives. Neither party will disclose the terms of this Agreement or any Service Order to any third party other than to its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate’s, legal counsel’s or accountant’s compliance with this Section 8.2.
- 8.3 No Rights in Confidential Information. Customer and Landis+Gyr hereby acknowledge and agree that all Confidential Information of the other party will remain the sole and exclusive property of such other party and that the receiving party will have no proprietary rights, title or interests therein except as otherwise provided in this Agreement.

## 9. **Personal Data Privacy**

- 9.1 Personal Data Privacy. Customer acknowledges that Landis+Gyr may, where Customer acts as a data controller and Landis+Gyr as data processor in relation to any Personal Data under this Agreement, processes Personal Data in accordance with Landis+Gyr Cloud Data Processing available at <https://www.landisgyr.com/landisgyr-data-processing-terms/>.

## 10. **Security Requirements; Audits**

- 10.1 Security Requirements. Landis+Gyr will employ security measures in accordance with Landis+Gyr’s security requirements available at <https://www.landisgyr.com/securityterms>. The process described therein will be used when there are Security Incidents or critical vulnerabilities discovered that impacts or potentially impacts Landis+Gyr or Customer.
- 10.2 Audits.
- 10.2.1 Landis+Gyr shall provide to Customer, on at least an annual basis, Landis+Gyr’s review of the controls placed in operation and a test of operating effectiveness, as defined by Statement of Standards for Attestation Engagement No. 18, Reporting on Controls at Service Organizations (“**SSAE-18**”), or any standards amending or replacing SSAE 18 for covered Services defined by Landis+Gyr for or on behalf of Customer and issue SOC 1 (Type II) report and SOC 2 (Type II) reports thereon (collectively, “**SOC Reports**”).

- 10.2.2 Landis+Gyr shall provide to Customer Landis+Gyr ISO Certifications for Information Security Management Systems standards (ISO/IEC 27001).
- 10.2.3 Reports and certification audits shall be performed by Landis+Gyr's external auditors. Landis+Gyr shall address and rectify any deficiencies found in any SOC Report review.

## **11. Disaster Recovery**

- 11.1 Disaster Recovery. Landis+Gyr will maintain reasonably prudent business resumption and disaster recovery plans and procedures. Upon request, Customer will have the right to review a summary of Landis+Gyr's then current plan. Landis+Gyr will test the operation and effectiveness of the plan at least annually. Upon request, Landis+Gyr will provide Customer with an annual summary audit report for disaster recovery effectiveness. If such tests reveal material deficiencies in the plan Landis+Gyr will respond with steps that will be taken to mitigate recovery deficiencies within a reasonable time frame. Landis+Gyr reserves the right to make the changes as required to the Disaster Recovery plan.

## **12. Mutual Indemnification**

- 12.1 Indemnification by Landis+Gyr. Subject to this Agreement, Landis+Gyr shall defend and indemnify Customer against any loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the base SaaS Services as contemplated hereunder infringes a United States patent or copyright of a third party and pay all damages finally awarded by a court of competent jurisdiction attributable to such claim, or agreed to in a settlement by Landis+Gyr; provided, that Customer (a) promptly gives written notice of the Claim to Landis+Gyr; (b) gives Landis+Gyr sole control of the defense and settlement of the Claim; and (c) provides to Landis+Gyr all available information, assistance and authority to defend; and (d) not have compromised or settled such proceeding without Landis+Gyr's prior written consent. Should the SaaS Services become, or in Landis+Gyr's opinion be likely to become, the subject of a claim for which indemnity is provided hereunder, Landis+Gyr will in its sole discretion either: (a) obtain for Customer the right to use the SaaS Services; or (b) replace or modify the SaaS Services so that it becomes non-infringing.
- 12.2 Indemnification by Customer. Subject to this Agreement, Customer shall defend and indemnify Landis+Gyr against any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Landis+Gyr by a third party alleging that the Customer Data, the intellectual property rights of, or has otherwise harmed, a third party or breaches of the policy governing the acceptable use of the systems and the use restrictions listed in Section 4.2; provided, that Landis+Gyr (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Landis+Gyr of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.
- 12.3 Exceptions from Indemnification. Landis+Gyr will have no liability for any infringement or claim which results from: (a) use of the SaaS Services in combination with any non-Landis+Gyr-provided or -recommended hardware, software, or data if such infringement or claim would not have occurred but for such combination; (b) Landis+Gyr's development of any Customer-specific changes or modifications to the SaaS Services or Other Services at Customer's request or instruction; or (c) use of the SaaS Services in a manner prohibited under this Agreement, in a manner for which the Cloud Software was not designed, or in a manner not in accordance with the

Documentation if such infringement or claim would not have occurred but for such use. This Section states Landis+Gyr's entire liability, and Customer's sole remedy, with respect to any claim of infringement.

**13. Limitations of Liability**

- 13.1 EXCLUSION OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 13.3, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF PROFITS/REPUTATIONAL HARM, REVENUE, DATA OR USE INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED ONE (1) TIMES TOTAL AMOUNTS ACTUALLY PAID TO LANDIS+GYR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 13.3 Exceptions. The exclusions and limitations in Section 13.1 and Section 13.2 do not apply to:
- 13.3.1 Losses arising out of or relating to a party's failure to comply with its obligations under Section 7 (Intellectual Property Rights) or Section 8 (Confidentiality); or
- 13.3.2 Losses arising out of or relating to a party's gross negligence or more culpable conduct, including any willful misconduct or intentional wrongful acts.

**14. Warranties; Disclaimer**

- 14.1 Mutual warranty. Each party warrants that it has the status, authority and capacity to enter into this Agreement.
- 14.2 Landis+Gyr Warranty. Landis+Gyr warrants that (i) it will provide the Services in a professional workmanlike manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) that the SaaS Services will perform materially in accordance with the Documentation, and be available in accordance with the SaaS Services Availability Target, and (iii) it owns or otherwise has sufficient rights to the SaaS Services to grant the rights and licenses granted herein.
- 14.3 Additional Customer Warranty. Customer represents, warrants and covenants to Landis+Gyr that:
- (a) Customer owns or otherwise has and will have the necessary rights, legal grounds and consents in and relating to the Customer Data so that, as received by Landis+Gyr and processed in accordance with this Agreement, Customer does not and will not infringe,

misappropriate or otherwise violate any Intellectual Property Rights, or any Applicable Data Privacy Laws or other rights of any third party or violate any applicable Law; and

- (b) prior to Customer's delivery to Landis+Gyr of any Customer Data that is outside of the Landis+Gyr Systems, Customer will implement and maintain current industry state-of-the-art IT security and anti-virus measures to detect, prevent and remove Harmful Code, and to prevent the spread of Harmful Code between the Parties when accessing and/or exchanging data or software through the Interfaces or any other network connectivity.

14.4 **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, LANDIS+GYR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LANDIS+GYR HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS INCLUDING ANY REPRESENTATION, WARRANTY OR CONDITION OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LANDIS+GYR DOES NOT WARRANT THAT THE OPERATION OF THE SAAS SERVICES OR CLOUD SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THEY WILL BE SUITABLE FOR OR MEET THE REQUIREMENTS OF CUSTOMER.

## 15. **General Provisions.**

15.1 **Force Majeure Events.** Neither party will be liable in damages or have the right to terminate this Agreement for any reasonable delay or default in performing under this Agreement if such delay or default is caused by conditions beyond the party's reasonable control, including without limitation acts of God, natural disasters, pandemics, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations or failures or fluctuations in electrical power, heat, lights, air conditioning or telecommunications equipment (each of the foregoing, a "**Force Majeure Event**"), provided that the non-performing party is without fault in causing such condition. Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying party's obligations, to the extent affected by the delay, will be temporarily suspended during the reasonable period of time that the cause persists, provided that if performance is not resumed within thirty (30) days after that notice, the non-delaying party may by notice in writing immediately terminate this Agreement.

15.2 **Export.** Each party shall comply with all Export Control Laws, executive orders or regulations applicable to its performance under this Agreement.

15.3 **Independent Contractor.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

15.4 **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, will be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Landis+Gyr:



Landis+Gyr Technology, Inc.  
30000 Mill Creek Avenue, Suite 100  
Alpharetta, GA 30022  
Attn: Legal Department  
Email: [legalcontractteam@landisgyr.com](mailto:legalcontractteam@landisgyr.com)

If to Customer:

City of Needles  
817 3<sup>rd</sup> Street  
Needles, CA 92363  
Attn: Rainie Torrance  
Email: EMAIL ADDRESS

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile with confirmation of transmission, if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

- 15.5 Headings. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.
- 15.6 Entire Agreement. This Agreement (including all Service Orders and other Schedules and Exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.
- 15.7 Assignment. Neither party will assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the other party's prior written consent, which consent will not unreasonably be withheld or delayed. Any purported assignment, delegation or transfer in violation of this Section 15.7 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 15.8 No Third-party Beneficiaries. This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customer or up any other person or entity.
- 15.9 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.
- 15.10 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

- 15.11 **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by the laws of the State of California, without regard to California’s conflict of laws principles and each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in San Bernardino County. The Uniform Computer Information Transactions Act does not have any application to this Agreement. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to this Agreement.
- 15.12 **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 15.13 **Equitable Relief.** The Parties will be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a party to seek equitable relief in a court of competent jurisdiction.
- 15.14 **Attorneys' Fees.** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees and out-of-pocket and court costs from the non-prevailing party.
- 15.15 **Limitations on Actions.** No actions, regardless of form, arising from the transactions under this Agreement, may be brought by either party more than two (2) years after the cause of action has accrued.
- 15.16 **Schedules and Exhibits.** All Schedules that are referenced herein and attached hereto, or are signed by both parties on or after the Effective Date, are hereby incorporated by reference. The following Schedules and Exhibits are attached hereto and incorporated herein:

**Schedule A** Service Level Agreement and Support Services

**Schedule B** Service Order; Pricing

Landis+Gyr may update the terms set forth in Schedules A and B provided the updates do not (a) result in a material degradation of the overall security of the SaaS Service; (b) expand the scope of or remove any restrictions on Landis+Gyr’s Processing of Customer Data as described in the Landis+Gyr Cloud Data Processing and Security Terms, or (c) have a material adverse impact on Customer’s rights in this Agreement. Such updates may be sent via a customer information letter (CIL).

- 15.17 Landis+Gyr is and shall remain in compliance with all of the laws and Executive Orders prohibiting discrimination, including but not limited to Title VII of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, 42 USC 2000(e), et seq., and all applicable state and local laws against discrimination.

15.17.1 Landis+Gyr and Subcontractor, if any, shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to regard to race, color, sex, gender, sexual orientation, LGBTQ+ status, gender identity, gender expression, pregnancy, marital

status, religion, creed, national origin, ancestry, age, mental or physical disability, genetic information, medical condition, military or veteran status, or any other class or status protected by law.

15.18 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

**Landis+Gyr Technology, Inc.**

**City of Needles**

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**Landis+Gyr Technology, Inc.**

Signature

Printed Name

Title

Date

**SCHEDULE A**  
**SERVICE LEVEL AGREEMENT**  
**AND**  
**SUPPORT SERVICES**

All capitalized terms that are not defined in this Schedule will have the respective meanings given to such terms in the SaaS Agreement.

1. Definitions. For purposes of this Schedule the following terms have the meanings set forth below.

“**Error**” means any reproducible material error or defect in the SaaS Services that causes it not to conform in material respects to the Documentation.

“**Error Corrections**” means modifications that correct Errors.

“**Service Levels**” means the defined Error severity levels and corresponding required service level responses and response times referred to in the Service Level Table.

“**Service Level Table**” means the table set out in Section 2.4.

“**Support Period**” means the Service Order Term as set forth in the applicable Service Order.

2. Availability Requirement. Subject to the terms and conditions of the SaaS Agreement and this Schedule, Landis+Gyr will use commercially reasonable efforts to make the SaaS Services Available, as measured over the course of each calendar month during the Support Period and any additional periods during which Landis+Gyr does or is required to perform any SaaS Services(each such calendar month, a “**Service Period**”), at least 99.5% of the time, excluding only the time the SaaS Services are not Available solely as a result of one or more Exceptions (“**Availability Requirement**”). “**Available**” means the SaaS Services are available and operable for normal access and use by Customer and its Authorized Users over the Internet in material conformity with the Documentation.

2.1 Exceptions. No period of SaaS Service degradation or inoperability will be included in calculating Availability Requirement to the extent that such downtime or degradation is due to any of the following (“**Exceptions**”):

- (a) Customer's use of the SaaS Services not in accordance with Permitted Uses;
- (b) failures of Customer's or its Authorized Users' Internet connectivity;
- (c) internet or other network traffic problems other than problems arising in or from networks actually or required to be provided or controlled by Landis+Gyr or its Subcontractor;
- (d) Customer's or any of its Authorized Users' failure to meet any minimum hardware or software requirements set forth in the Documentation;
- (e) Force Majeure Event;

- (f) Failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Landis+Gyr pursuant to the SaaS Agreement or this Schedule.
- (g) Scheduled Downtime;
- (h) Suspension or termination of the SaaS Services pursuant to Section 3.4 of the SaaS Agreement; or
- (i) Time down required to install an emergency patch for a security vulnerability or similar emergency.

3. Support and Maintenance Services. Landis+Gyr will provide Landis+Gyr’s standard maintenance and support services for the SaaS Services (collectively, “**Support Services**”) during the support hours throughout the Support Period in accordance with the terms and conditions of this Schedule and the SaaS Agreement. The Support Services are included in the Services, and Landis+Gyr will not assess any additional fees, costs or charges for such Support Services.

3.1 Support Service Responsibilities. Landis+Gyr will:

- (a) respond to Support Requests in accordance with the Service Levels;
- (b) provide responsive telephone or email support as set forth in Section 3.6.
- (c) Provide online access to technical support bulletins and other user support information and forums, to the full extent Landis+Gyr makes such resources available to its other customers.

3.2 Service Monitoring and Management. Landis+Gyr will continuously monitor and manage the SaaS Services to optimize Availability (defined herein) that meets or exceeds the Availability Requirement. Such monitoring and management will include:

- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all SaaS Service, infrastructure and other components of SaaS Service security;
- (b) if such monitoring identifies, or Landis+Gyr otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the SaaS Service, taking all necessary and reasonable remedial measures to eliminate such threat and ensure Availability;
- (c) if Landis+Gyr receives knowledge that the SaaS Service or any SaaS Service function or component is not Available (including by notice from Customer pursuant to the procedures set forth herein or in the applicable Service Order):
  - i. Landis+Gyr will confirm the outage by a direct check of the associated facility or facilities;
  - ii. if Landis+Gyr's facility check in accordance with clause (i) above confirms a SaaS Service outage in whole or in part: (A) notifying Customer pursuant to the procedures set forth herein or in the applicable Service Order that an outage has occurred, providing such details as may be available, including a Landis+Gyr trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and

caused by the outage until they are resolved as Critical Service Errors in accordance with the Support Request Classification set forth in the Service Level Table.

- iii. Landis+Gyr will continuously maintain the SaaS Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services will include providing to Customer and its Authorized Users:
  - a. such updates, bug fixes, enhancements, new releases, new versions and other improvements to the SaaS Service, that Landis+Gyr provides at no additional charge to Landis+Gyr's other similarly situated customers. Specific upgrades are set forth in the applicable Service Order; and
  - b. all such services and repairs as are required to maintain the SaaS Services or are ancillary, necessary or otherwise related to Customer's or its Authorized Users' access to or use of the SaaS Service, so that the SaaS Services operate properly in accordance with this Agreement and the Documentation.

3.3 Scheduled Downtime. Landis+Gyr will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Services outside of the hours of 7:00 AM – 7:00 PM Central Standard Time, Monday – Friday and (b) notify Customer at least 48 hours (via email) prior notice of all scheduled outages of the Services (“**Scheduled Downtime**”).

3.4 Service Levels.

Response times will be measured from the time Landis+Gyr receives a Support Request until the respective times Landis+Gyr has responded to that Support Request. Landis+Gyr will respond to all Support Requests within the following times based on Landis+Gyr's designation of the severity of the associated Error, in accordance with the Table below, subject to the parties' written agreement to revise such designation after Landis+Gyr's investigation of the reported Error and consultation with Customer:

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 1 (Critical)</p> <ul style="list-style-type: none"> <li>• Production system is completely down or unavailable.</li> <li>• Business critical applications or service severely impacted for which there is no reasonable work-around</li> <li>• an error with no reasonable work-around that results in a complete disruption of daily work</li> <li>• during a project or upgrade, a non-production environment issue that severely impacts system use and jeopardizes the ability to meet project schedule.</li> </ul> <p>Severity Level 1 issues must be reported by phone.</p>	<p>Non-stop 24/7/365</p>	<p>Within 60 minutes</p>	<p>every 2 hours</p>	<p>24 hours</p>	<p>Supervisor: Immediately  Manager: 30 minutes  Director: 1 hour  VP: at Director's discretion</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 2 (High)</p> <ul style="list-style-type: none"> <li>production system is functioning/available but significantly impacted with limited capabilities, or is unstable with major periodic interruptions</li> <li>significant degradation in performance</li> <li>major system feature/function failure for which there is no reasonable work-around</li> <li>during a project or upgrade, a non-production environment issue that meets the above definitions where resolution is needed to meet business objectives and the ability to meet project schedule.</li> </ul>	<p>As needed</p> <p>24/7/365</p>	<p>Within 4 hours</p>	<p>1 calendar day</p>	<p>7 calendar days</p>	<p>Supervisor: 1 hour  Manager: 2 hours  Director: at Manager's discretion  VP: at Director's discretion</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>
<p>Severity 3 (Medium)</p> <ul style="list-style-type: none"> <li>production system is still functioning but capabilities are moderately impacted, or the system is unstable with minor periodic interruptions or a minor loss of product functionality</li> <li>there is a low to medium impact to business functions but it is manageable using a reasonable work-around.</li> </ul>	<p>During business hours</p>	<p>1 Business Day</p>	<p>3 Business Days</p>	<p>15 Business days</p>	<p>If unable to be resolved, Severity 3 issues will be escalated to appropriate levels of leadership at the utilities request</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>



Description of Incident	Supported	Initial Response	Subsequent Response	Target Restoration	Escalation
<p>Severity 4 (Low)</p> <ul style="list-style-type: none"> <li>• general usage question, request for information, reporting of a documentation error, or recommendation for a future product enhancement or modification. There is low-to-no impact on the business or the performance or functionality of the system.</li> </ul>	<p>During business hours</p>	<p>3 Business Days</p>	<p>5 Business Days</p>	<p>As decided jointly between the business and utility</p>	<p>If unable to be resolved, Severity 4 issues will be escalated to appropriate levels of leadership at the utilities request.</p> <p>Customer may escalate at any time it feels unacceptable progress is being made.</p>

In order for Landis+Gyr to meet Target Response Times outlined above, Landis+Gyr customers should make contact via telephone to report Severity 1 (Critical) or Severity 2 (High issues). Any resolution of such Cases may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer. Landis+Gyr will respond to and investigate any suspected Incident in the Cloud Software within the time provided above. Resolution of such Incidents may take the form of a written response, supplementary documentation, work-around, coding change, product patch, or other correctional aids, which Landis+Gyr will provide to Customer.

Should business requirements call for a more customized level of support, Landis+Gyr also offers Premium Support packages, which include dedicated technical support, client management and executive dashboard views to open technical views and more. Premium Support includes discounted rates for additional Smart Grid service offerings as well. Pricing for Premium Support is based on an agreed scope of work based on the options selected and can be quoted upon request.

### 3.5 Support Requests and Customer Obligations.

- (a) Support Requests. Customer may request Support Services by way of a Support Request. Customer will classify its requests for Error corrections in accordance with the severity levels classifications and definitions of the Service Level Table set forth in Section 3.4 (“**Support Request**”). Customer will notify Landis+Gyr of each Support Request by e-mail, telephone or such other means as the parties may agree to in writing. Customer will include in each Support Request a description of the reported Error and the time Customer first observed the Error. Customer agrees that Landis+Gyr may transfer Customer Data to any of Landis+Gyr’s Affiliates subsidiaries or group entities for customer support purposes even when such entities may be located outside the United States or Canada.
- (b) Customer Obligations. Customer will, by and through its employee or consultants provide Landis+Gyr with:
  - i. prompt notice of any Errors; and
  - ii. each of the following to the extent reasonably necessary to assist Landis+Gyr to reproduce operating conditions similar to those present when Customer detected the relevant Error and to respond to the relevant Support Request:
    - a. direct access to the Customer Systems and the Customer’s files and personnel;
    - b. output and other data documents and information, each of which is deemed Customer’s Confidential Information as defined in the SaaS Agreement; and
    - c. such other reasonable cooperation and assistance as Landis+Gyr may request.

3.6 Service Desk Contact Information. Landis+Gyr will provide Customer with access to the Service Desk. Landis+Gyr’s current Service Desk business hours are 7:00 AM to 6:00 PM Central Time, Monday through Friday, excluding Landis+Gyr observed holidays (available upon request) and weekends (“**Business Hours**”). In addition, emergency access to on-call personnel via Landis+Gyr’s Emergency Dispatch Service will be provided by Landis+Gyr from 6:01 PM through 6:59 AM, and 24 hours per day on weekends and holidays. Landis+Gyr will provide advanced

troubleshooting, via telephone or e-mail, as deemed necessary by qualified Landis+Gyr Personnel, to resolve Customer issues.

3.7 Submission Method. Customer can contact the Service Desk through:

- i. Telephone direct dial-in at 888.390.5733;
- ii. Customer support portal, or
- iii. E-mail at support.na@landisgyr.com

All contact information is subject to change and update by delivery of notice and by posting on the Landis+Gyr Website at [www.landisgyr.com](http://www.landisgyr.com).

4. Backup and Recovery. Landis+Gyr conducts regular daily backups of Customer Data and performs or cause to be performed other periodic backups (snapshots, differential backups, etc.). Landis+Gyr utilizes a multi-layered backup strategy, backing up data to an active system which can be used for rollbacks and immediate data recovery. Active backups will be retained for up to one (1) week old and then will be overwritten as they are replaced with newer backups. Data is further backed up to an archival system for long term offline storage. Both active and archival backup systems are replicated to the secondary, offsite data center for Business Continuity and Disaster Recovery purposes. Active backups follow the normal retention period of lasting for one (1) week while archive backups are retained for no less than one (1) year. These do not replace the need for Customer to maintain regular backups of data and file extracts performed by the Customer. Customer access to backup data outside of a Disaster Recovery event may be subject to additional fees.

5. Business Continuity and Disaster Recovery Protection. Landis+Gyr will maintain an ongoing Business Continuity (“**BC**”) program (that includes Risk Assessment) and Disaster Recovery (“**DR**”) program for the SaaS Services and implement such plan in the event of unplanned interruption of the SaaS Service.

6. Communications. In addition to the mechanisms for giving notice specified in the SaaS Agreement, unless expressly specified otherwise in this Schedule or the SaaS Agreement, the parties may use e-mail for communications on any matter referred to herein.

**SCHEDULE B**  
**RESTATED**  
**SERVICE ORDER NO. 1 AND PRICING**

This Restated Service Order No. 1 (this “Service Order”) is part of and incorporated into the Amended and Restated SaaS Agreement. All capitalized terms that are not defined in this Schedule will have the respective meanings given to them in the SaaS Agreement. In the event of any conflict between the body of the SaaS Agreement and this Service Order B, the terms of this Service Order will govern.

**SCOPE OF SERVICE.** Landis+Gyr will provide Customer with access to Services on the terms and conditions set forth in the SaaS Agreement. Landis+Gyr will provide Services that will enable Customer to access the Cloud Software.

1. **Service(s) Description**

The Cloud Software provided to Customer consists of the following items:

- Command Center Production Environment (or its successor)
- Advanced Security
- Command Center Disaster Recovery Environment (or its successor)
- Command Center Test/Dev Environment (or its successor)

2. **Service Term**

The initial term for this Service Order begins on the Effective Date and ends sixty (60) months thereafter (the “**Initial Service Order Term**”).

Upon expiration of the Initial Service Order Term, this Schedule B will automatically renew for successive three (3) year periods (each a “**Renewal Term**” and together with the Initial Service Order Term, the “**Service Order Term**”), unless a party provides the other party with written notice of its intent not to renew this Service Order at least ninety (90) days prior to the expiration of the then current term.

3. **Service Fee**

- 3.1 The SaaS Services Fees, payable by Customer to Landis+Gyr, for the duration provided are shown in the table(s) below (the “**Initial Service Fees**”):

Command Center Pricing Table RF MESH

Command Center Pricing up to 5,000 Endpoints	Monthly Fee Year 1	Year 2	Year 3	Year 4	Year 5
0-5,000	\$1,195.00	\$1,425.00	\$1,655.00	\$1,655.00	\$1,655.00

For endpoints over 5,000 monthly SaaS Services Fees will be invoiced as shown below:

Tier	Price / Month
5,000-10,000	\$2,205.00
10,000 – 25,000	\$3,705.00
25,000 – 50,000	\$5,955.00

Should Customer’s Endpoint population exceed 100,000 Endpoints, the parties will define an applicable SaaS Services Fee.

3.2 A one-time Advanced Security set up fee of four thousand dollars (\$4,000.00) applies.

4. **Price Increases**

Following year 3 of the Initial Service Fee duration, Landis+Gyr is entitled to increase its Fees annually, with the policy to follow the amount of increase in the Consumer Price Index – All Urban Consumers of the Bureau of Labor Statistics of the U.S. Department of Labor for U.S. for All Items with Base Years 1982-1984=100. Those increases will be measured applying the twelve (12) month period ending in the month for which the most recent index results are available as of that anniversary of the Effective Date. In addition to this, Landis+Gyr is entitled to increase Fees once a year with an additional percentage on top of it with a maximum of 5%. Not raising fees is not a waiver of Landis+Gyr’s right to do so.

If Customer does not agree with this additional percentage, Customer has the possibility to object in writing within 30 days of receiving notice of this additional increase in Fees. Should Customer object timely, the Parties will discuss solutions.

5. **Summary of Services Included in Service Order**

Services are detailed in the SaaS Agreement. Services specific to this Service Order are detailed below:

5.1 **Project Coordination.** To the extent applicable, Landis+Gyr will provide a project coordinator to provide direction to Customer relating to Services such as during an Upgrade deployment. Customer to provide primary point of contact to work with the project coordinator.

- 5.2 Installation and Configuration. Installing the Cloud Software in the cloud setup with standard configurations. Custom configurations are available for an additional fee as detailed in an applicable SOW.
- 5.3 Upgrades; End of Support. Landis+Gyr and Customer will mutually agree on an Upgrade schedule for Cloud Software. Services include at least one (1) Cloud Software Upgrade per calendar year. Customer agrees to remain on a Supported Release of Cloud Software. Cloud Software DOES NOT INCLUDE any application or tools software running on local Customer computers or other Customer equipment. Customer acknowledges that new features may be added to the SaaS Services based on market demand and technological innovation. Accordingly, as Landis+Gyr develops enhanced versions of the SaaS Service, Landis+Gyr may cease to maintain and support older versions of the Cloud Software (“**EOS**”). Landis+Gyr will use commercially reasonable efforts to provide Support Services with respect to older version of the Cloud Software that may accompany the SaaS Service. Landis+Gyr shall have no obligation to support Cloud Software outside of Landis+Gyr’s stated EOS policy for the applicable Cloud Software. Such EOS policies shall be made available to Customer either in the accompanying Documentation or upon request and are subject to update from time to time in Landis+Gyr’s reasonable discretion with no less than a twelve (12) month EOS notification period.
- 5.4 Integration(s). Landis+Gyr will provide integrations to third party systems for an additional fee as detailed in the applicable SOW.
- 5.5 Data Availability. Landis+Gyr will make available on a live basis at least 45 days of Customer Data. Data older than 45 days will be archived and available to Customer upon request (additional fees may apply). Archive data will be retained for a minimum of one (1) year unless otherwise mutually agreed upon.
- 5.6 Process Pass Through Fees. Landis+Gyr will process and invoice Customer for any mutually agreed upon pass through fees as applicable such as communication fees.

6. **Customer Responsibilities:**

- 6.1 Conduct Network Gateway Field Maintenance. Customer will perform field maintenance work on the Meters/modules and Network Gateways. This includes, but is not limited to, updating the Network Gateway, and Field Tools software to the latest version.
- 6.2 Interface Billing data to Customer Billing System. Customer is responsible for executing the Billing Extract file utilizing the functionality built into the Cloud Software and loading it into Customer’s billing system. Customer is also responsible for any exception processing that is associated with endpoints that do not have billing data available for a particular billing cycle window.
- 6.3 Provide Network Gateway Communication. Customer is responsible for purchasing and physically maintaining all Network Gateway communications infrastructure as applicable.
- 6.4 Administer Login and Passwords. Customer is responsible for assigning security officer(s), administering all Software logins and passwords, to provide Customer-selected configurations and to maintain access rights for the Customer’s employees.
- 6.5 Support Utility Consumer. Customer is responsible for handling all support for Customer’s own end-use consumers. Landis+Gyr will not provide any support regarding billing inquiries or any other matter for end-use consumers.

- 6.6 Install and Upgrade Endpoint Programmer Software. Customer is responsible to load and maintain Endpoint Programmer Software on desired hardware at Customer's location including Tech Studio and other field tools.
- 6.7 Loading Files. Customer is responsible for loading MMF (Meter Manufacture Files), IIF (Interchange File Format) and CIF (Customer Information Files) files to Cloud Software.
- 6.8 Application Administration. Customer is responsible to provide Customer-selected configurations and maintain access rights.
- 6.9 Application Operations. Customer is responsible to provide daily business operations of the Cloud Software monitoring jobs; reporting; coordination of issues, etc.
- 6.10 IT coordination. Customer is responsible to coordinate management of interfaces to connected Customer Systems.
- 6.11 Upgrades. Customer is responsible to validate upgrades to Cloud Software.
- 6.12 No Collection or Storage of PII. The Services under this Service Order does not collect nor store Personal Data (also referred to as PII). Customer agrees that it will not send or provide Landis+Gyr access to any PII, whether in data or any other form. Customer agrees to be fully responsible for reasonable costs and other amounts that Landis+Gyr may incur relating to any such information mistakenly provided to Landis+Gyr or the loss or disclosure of such information by Landis+Gyr, including those arising out of any third-party claims. Should Customer mistakenly provide PII to Landis+Gyr, Customer will immediately notify Landis+Gyr in writing in accordance with the notice provisions herein, and reasonably cooperate with Landis+Gyr to take any mitigating actions deemed necessary to remove such PII from the Landis+Gyr Systems. Should Customer wish to utilize PII, it will enter into a separate Service Order for Landis+Gyr's Meter Data Management System Cloud Software.



## City of Needles, California Request for City Council Action

CITY COUNCIL    NPUA  
**Meeting Date:** January 28, 2025

Regular    Special

**Title:** Power Purchase Cost Adjustment (PCA) for months of July through November 2024 and decrease the over-hydro rate from \$0.1538 to \$0.1338 with a reduction of .02 power cost adjustment as effective February 1, 2025.

**Background:** In April 2022 the Board adopted a revised Statement of Policies set the PCA Fund Balance to be twenty percent (20%) of the yearly over-hydro budgeted power costs for the fiscal year (annual budget or revised budget as applicable).

For the fiscal year (FY 25) over-hydro budget is \$5,280,000. Twenty percent (20%) of the over-hydro budget for FY 25 is \$1,056,000 which is the current PCA fund balance.

Due to historic low power purchasing costs, the PCA has a fund balance of \$1,830,284 as of November 2024. With term purchasing concluded through March 2025, the surplus allows for a rate reduction to benefit ratepayers while maintaining fund stability.

The Board of Public Utilities approved the recommended action on January 21, 2025.

**Fiscal Impact:** Forecasted rate reduction impact to the ratepayers.

	Forecast		
	Over-Hydro KWH	.02 rate reduction	
		<b>0.1338</b>	<b><i>New Overhydro Rate</i></b>
February	4,804,342.00	96,086.84	
March	5,440,841.00	108,816.82	
April	4,472,384.00	89,447.68	
May	5,760,637.00	115,212.74	
June	7,459,366.00	149,187.32	
July	9,397,720.00	187,954.40	
August	10,133,982.00	202,679.64	
September	9,503,363.00	190,067.26	
	Total estimated to be refunded to customers class	<b>\$ 1,139,452.70</b>	

**Environmental Impact:** None.

**Recommended Action:** Power Purchase Cost Adjustment (PCA) for months of July through November 2024 and decrease the over-hydro rate from \$0.1538 to \$0.1338 with a reduction of \$0.02 power cost adjustment as effective February 1, 2025.

**Submitted By:** Rainie Torrance, Utility Manager

**City Manager Approval:** Patrick J. Martinez

Date: 1/23/2025

**Other Department Approval (when required):** \_\_\_\_\_

Date: \_\_\_\_\_

Approved:     Not Approved:     Tabled:     Other:



# NEEDLES PUBLIC UTILITY AUTHORITY POWER COST ADJUSTMENT CALCULATION

24-JUL

## UPCOMING PURCHASE PERIOD CALCULATION

Actual Over-Hydro Purchased Kwhr	9,500,000	**
Actual Over-Hydro Purchased Dollars	\$600,000	**
Over-Hydro Annual Base Rate Component	\$0.0978	
Line Loss Percentage	8.40	
Current Over-Hydro Rate	\$0.1399	
Non-Power Expense Rate Component	\$0.0242	

Over-Hydro with Line Losses	8,702,000
Over-Hydro Cost/Kwhr	\$0.0689
Difference from Base Rate	-\$0.0289
Revenue Expected from Base Rate	\$851,056
Revenue Difference from Base	\$251,056
PCA Fund Adjustment	\$95,000
Amount to off set New PCA Fund Balance	\$346,056

## OVER-HYDRO RATE

New Over-Hydro Rate Component	\$0.0689
New Over-Hydro Rate	\$0.0931

Upcoming Term: August	
Total Over-Hydro Kwhr	9,500,000
Total Over-Hydro Purchase + Spot Estimate	\$600,000

## PREVIOUS PERIOD REVENUE GENERATED

Actual Over-Hydro KWH	9,397,720
Actual Over-Hydro Dollars	\$879,260
Over-Hydro Prior Period Rate Power Component	\$0.1044
Over-Hydro KWH w/ Line Loss	8,608,312
Over-Hydro Revenue Generated for the Period	\$898,708
Revenue Difference from Required	\$19,448

## PREVIOUS PERIOD REVENUE ACTUAL BASE RATE

Over-Hydro with Line Losses	8,608,312
Over-Hydro Cost/Kwhr	\$0.1021
Difference from Base Rate	\$0.0043
Revenue Expected from Base Rate	\$841,893
Revenue Difference from Base	-37,367

## BALANCING FUND

Previous PCA Period Balance	\$509,036
PCA Collected	\$93,977
** New PCA Fund Balance	\$622,462

Previous Period Consumption:  
 July Over-Hydro Consumption :  
 Cost:  
 Term Purchase: \$739,298.65 Spot Purchase: \$22,045 Exchanges: \$103,658  
 Transmission & Regulation Cost: (90% over hydro)  
 Total Over Hydro Costs: \$879,260

# NEEDLES PUBLIC UTILITY AUTHORITY

## POWER COST ADJUSTMENT CALCULATION

24-Aug

### UPCOMING PURCHASE PERIOD CALCULATION

Actual Over-Hydro Purchased Kw/hr	950,000	**
Actual Over-Hydro Purchased Dollars	\$578,000	**
Over-Hydro Annual Base Rate Component	\$0.0978	
Line Loss Percentage	8.40	
Current Over-Hydro Rate	\$0.1399	
Non-Power Expense Rate Component	\$0.0242	

Over-Hydro with Line Losses	870,200
Over-Hydro Cost/Kw/hr	\$0.6642
Difference from Base Rate	\$0.5664
Revenue Expected from Base Rate	\$85,106
Revenue Difference from Base	-\$492,894
PCA Fund Adjustment	\$9,500
Amount to off set New PCA Fund Balance	-\$483,394

<b>OVER-HYDRO RATE</b>	
New Over-Hydro Rate Component	\$0.6642
New Over-Hydro Rate	\$0.6884

Upcoming Term: September	
Total Over-Hydro Kw/hr	9,500,000
Total Over-Hydro Purchase + Spot Estimate	\$578,000

### PREVIOUS PERIOD REVENUE GENERATED

Actual Over-Hydro KWH	10,133,982
Actual Over-Hydro Dollars	\$766,789
Over-Hydro Prior Period Rate Power Component	\$0.1044
Over-Hydro KWH w/ Line Loss	9,282,728
Over-Hydro Revenue Generated for the Period	\$969,117
Revenue Difference from Required	\$202,327

<b>PREVIOUS PERIOD REVENUE ACTUAL BASE RATE</b>	
Over-Hydro with Line Losses	9,282,728
Over-Hydro Cost/Kw/hr	\$0.0826
Difference from Base Rate	-\$0.0152
Revenue Expected from Base Rate	\$907,851
Revenue Difference from Base	141,061

<b>BALANCING FUND</b>	
Previous PCA Period Balance	\$622,462
PCA Collected	\$101,340
** New PCA Fund Balance	\$926,129

Previous Period Consumption:  
 August Over-Hydro Consumption :  
 Cost:  
 Term Purchase: \$750,144 Spot Purchase: \$8,880 Exchanges: \$0.00  
 Transmission & Regulation Cost: (88% over hydro)  
 Total Over Hydro Costs: \$766,789



**NEEDLES PUBLIC UTILITY AUTHORITY  
POWER COST ADJUSTMENT CALCULATION**

24-Sep

**UPCOMING PURCHASE PERIOD CALCULATION**

Actual Over-Hydro Purchased Kwhr	6,000,000	**
Actual Over-Hydro Purchased Dollars	\$500,000	***
Over-Hydro Annual Base Rate Component	\$0.0978	
Line Loss Percentage	8.40	
Current Over-Hydro Rate	\$0.1399	
Non-Power Expense Rate Component	\$0.0242	

Over-Hydro with Line Losses	5,496,000
Over-Hydro Cost/Kwhr	\$0.0910
Difference from Base Rate	-\$0.0068
Revenue Expected from Base Rate	\$537,509
Revenue Difference from Base	\$37,509
PCA Fund Adjustment	\$60,000
Amount to off set New PCA Fund Balance	\$97,509

<b>OVER-HYDRO RATE</b>	
New Over-Hydro Rate Component	\$0.0910
New Over-Hydro Rate	\$0.1152

Upcoming Term: October	
Total Over-Hydro Kwhr	6,000,000
Total Over-Hydro Purchase + Spot Estimate	\$500,000

**PREVIOUS PERIOD REVENUE GENERATED**

Actual Over-Hydro KWH	9,503,363
Actual Over-Hydro Dollars	\$478,977
Over-Hydro Prior Period Rate Power Component	\$0.1044
Over-Hydro KWH w/ Line Loss	8,705,081
Over-Hydro Revenue Generated for the Period	\$908,810
Revenue Difference from Required	\$429,834

<b>PREVIOUS PERIOD REVENUE ACTUAL BASE RATE</b>	
Over-Hydro with Line Losses	8,705,081
Over-Hydro Cost/Kwhr	\$0.0550
Difference from Base Rate	-\$0.0428
Revenue Expected from Base Rate	\$851,357
Revenue Difference from Base	372,380

<b>BALANCING FUND</b>	
Previous PCA Period Balance	\$926,129
PCA Collected	\$95,034
** New PCA Fund Balance	\$1,450,996

Previous Period Consumption:  
 September Over-Hydro Consumption :  
 Cost:  
 Term Purchase: \$415,539 Spot Purchase: \$27,026.00 Exchanges: \$29,737.73  
 Transmission & Regulation Cost: (83% over hydro)  
 Total Over Hydro Costs: \$478,977

# NEEDLES PUBLIC UTILITY AUTHORITY

## POWER COST ADJUSTMENT CALCULATION

24-Oct

### UPCOMING PURCHASE PERIOD CALCULATION

Actual Over-Hydro Purchased Kwhr	6,300,000	**
Actual Over-Hydro Purchased Dollars	\$400,000	**
Over-Hydro Annual Base Rate Component	\$0.0878	
Line Loss Percentage	8.40	
Current Over-Hydro Rate	\$0.1399	
Non-Power Expense Rate Component	\$0.0242	

Over-Hydro with Line Losses	5,770,800
Over-Hydro Cost/Kwhr	\$0.0693
Difference from Base Rate	-\$0.0185
Revenue Expected from Base Rate	\$506,676
Revenue Difference from Base	\$106,676
PCA Fund Adjustment	\$63,000
Amount to off set New PCA Fund Balance	\$169,676

<b>OVER-HYDRO RATE</b>	
New Over-Hydro Rate Component	\$0.0693
New Over-Hydro Rate	\$0.0935

Upcoming Term: November	
Total Over-Hydro Kwhr	5,100,000
Total Over-Hydro Purchase + Spot Estimate	\$500,000

### PREVIOUS PERIOD REVENUE GENERATED

Actual Over-Hydro KWH	6,616,279
Actual Over-Hydro Dollars	\$411,148
Over-Hydro Prior Period Rate Power Component	\$0.0878

Over-Hydro KWH w/ Line Loss	6,060,512
Over-Hydro Revenue Generated for the Period	\$532,113
Revenue Difference from Required	\$120,965

<b>PREVIOUS PERIOD REVENUE ACTUAL BASE RATE</b>	
Over-Hydro with Line Losses	6,060,512
Over-Hydro Cost/Kwhr	\$0.0678
Difference from Base Rate	-\$0.0200
Revenue Expected from Base Rate	\$532,113
Revenue Difference from Base	120,965

<b>BALANCING FUND</b>	
Previous PCA Period Balance	\$1,450,996
PCA Collected	\$0
** New PCA Fund Balance	\$1,571,961

Previous Period Consumption:  
 October Over-Hydro Consumption :  
 Cost:  
 Term Purchase: \$164,752.80 Spot Purchase: \$239,370.16 Exchanges: \$0.00  
 Transmission & Regulation Cost: (85% over hydro)  
 Total Over Hydro Costs: \$411,148.00



# NEEDLES PUBLIC UTILITY AUTHORITY

## POWER COST ADJUSTMENT CALCULATION

24-NOV

### UPCOMING PURCHASE PERIOD CALCULATION

Actual Over-Hydro Purchased Kwhr	5,100,000	**
Actual Over-Hydro Purchased Dollars	\$450,000	**
Over-Hydro Annual Base Rate Component	\$0.0878	
Line Loss Percentage	8.40	
Current Over-Hydro Rate	\$0.1399	
Non-Power Expense Rate Component	\$0.0242	

Over-Hydro with Line Losses	4,671,600
Over-Hydro Cost/Kwhr	\$0.0963
Difference from Base Rate	\$0.0085
Revenue Expected from Base Rate	\$410,166
Revenue Difference from Base	-\$39,834
PCA Fund Adjustment	\$51,000
Amount to off set New PCA Fund Balance	\$11,166

<b>OVER-HYDRO RATE</b>	
New Over-Hydro Rate Component	\$0.0963
New Over-Hydro Rate	\$0.1205

Upcoming Term: December	
Total Over-Hydro Kwhr	5,100,000
Total Over-Hydro Purchase + Spot Estimate	\$450,000

### PREVIOUS PERIOD REVENUE GENERATED

Actual Over-Hydro KWH	6,321,716
Actual Over-Hydro Dollars	\$250,101
Over-Hydro Prior Period Rate Power Component	\$0.0878
Over-Hydro KWH w/ Line Loss	5,790,692
Over-Hydro Revenue Generated for the Period	\$508,423
Revenue Difference from Required	\$258,322

<b>PREVIOUS PERIOD REVENUE ACTUAL BASE RATE</b>	
Over-Hydro with Line Losses	5,790,692
Over-Hydro Cost/Kwhr	\$0.0432
Difference from Base Rate	-\$0.0446
Revenue Expected from Base Rate	\$508,423
Revenue Difference from Base	258,322

<b>BALANCING FUND</b>	
Previous PCA Period Balance	\$1,571,961
PCA Collected	\$0
** New PCA Fund Balance	\$1,830,284

Previous Period Consumption:  
 October Over-Hydro Consumption :  
 Cost:  
 Term Purchase: \$164,752.80 Spot Purchase: \$239,370.16 Exchanges: \$0.00  
 Transmission & Regulation Cost: (85% over hydro)  
 Total Over Hydro Costs: \$411,148.00



# City of Needles, California Request for City Council Action

CITY COUNCIL  NPUA

Regular  Special

**Meeting Date:** January 28, 2025

**Title:** Authorize the City Manager to execute Amendment No. 3 to Contract No. 06-XX-30-W0452 between the City of Needles and Metropolitan Water District of Southern California for Delivery of Lower Colorado Water Supply Project Water

**Background:** The United States Department of Interior, acting through the Bureau of Reclamation (Reclamation), operates the Lower Colorado River Water Supply Project (LCRWSP). The Project consists of a well field near the All-American Canal that provides water to, among others, The Metropolitan Water District of Southern California (MWD) in exchange for certain amounts of Colorado River water used by the City of Needles (City) and others. The City administers the Project. MWD currently makes payments to the City that the City deposits into a trust fund to provide future funding for the replacement of the Project, if necessary, as provided for by contract between the City, MWD, and Reclamation (Contract).

The United States Geological Survey (USGS) is currently conducting a water quality study to determine the need for desalting Project water by 2070 or other potential feasible alternatives to desalting, the costs of which would be covered by trust fund deposits as provided for in the Contract. The trust fund currently has approximately \$10 million. Based on preliminary USGS study results, it appears unlikely that desalting or feasible alternatives will be required and therefore further trust fund payments appear unnecessary at this time.

However, the USGS study is not yet final and is not expected to be final until December 31, 2026, which is after the now-expired deadline of December 31, 2024 set by prior Contract amendment. Accordingly, the City, MWD, and Reclamation have negotiated an amendment to the Contract (Amendment) to (1) extend the time for USGS to complete the study beyond the current December 31, 2024 deadline, and (2) temporarily pause trust fund payments from MWD to the City until six months after the USGS study is complete. Payments will automatically resume following expiration of the Amendment unless earlier terminated by the parties. The Amendment is now ready for execution and will be effective once all parties have signed.

The Board of Public Utilities approved the recommended action on January 21, 2025.

**Fiscal Impact:** There is no immediate fiscal impact to the NPUA, as the trust fund has a current balance of \$10 million to fund the LCRWSP. The pause in payments will not affect ongoing operations or obligations. Future payments will resume as stipulated in the amendment.

**Environmental Impact:** N/A

**Recommended Action:** Authorize the City Manager to execute Amendment No. 3 to Contract No. 06-XX-30-W0452 between the City of Needles and Metropolitan Water District of Southern California for Delivery of Lower Colorado Water Supply Project Water

**Submitted By:** Rainie Torrance, Utility Manager

**City Manager Approval:** Patrick J. Martinez

**Date:** 1/23/2025

**Other Department Approval (when required):** Barbara DiLeo

**Date:** 1/23/2025

Approved:  Not Approved:  Tabled:  Other:

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

LOWER COLORADO WATER SUPPLY PROJECT

CONTRACT AMONG  
THE UNITED STATES, THE CITY OF NEEDLES, AND THE METROPOLITAN  
WATER DISTRICT OF SOUTHERN CALIFORNIA  
FOR DELIVERY OF LOWER COLORADO WATER SUPPLY PROJECT WATER

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UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

LOWER COLORADO WATER SUPPLY PROJECT

CONTRACT AMONG  
THE UNITED STATES, THE CITY OF NEEDLES, AND  
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
FOR DELIVERY OF LOWER COLORADO WATER SUPPLY PROJECT WATER

1. PREAMBLE: THIS AMENDMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2024 (Effective Date), hereinafter called “Amendment No. 3,” pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and Acts amendatory thereof or supplementary thereto, and particularly pursuant to the Lower Colorado Water Supply Act, approved November 14, 1986 (100 Stat. 3665), as amended on November 19, 2005, and the Boulder Canyon Project Act approved December 21, 1928 (45 Stat. 1057), all of which are commonly known and referred to as the Federal Reclamation laws, among the United States of America (hereinafter referred to as “United States”) through the Bureau of Reclamation (hereinafter referred to as “Reclamation”); the City of Needles, California, a charter city duly organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as “Needles”); and The Metropolitan Water District of Southern California, a metropolitan water district duly organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as “MWD”). The United States, Needles, and MWD are sometimes referenced as the “Parties” collectively or as a “Party” individually.



2. EXPLANATORY RECITALS:

2.1 WHEREAS, the Lower Colorado Water Supply Act authorized the Secretary of the Interior, through Reclamation, to construct, operate, and maintain the Lower Colorado Water Supply Project, comprised of a well field and appurtenant works (hereinafter referred to as the “Project”);

2.2 WHEREAS, Contract No. 06-XX-30-W0452, dated March 26, 2007, hereinafter called “the Contract,” between Needles, MWD, and the United States, provided, among other things, for Needles to enter into a contract with an expert, after such expert has been approved by the Parties, to complete a study not later than December 31, 2012, using the Economic and Environmental Principles and Guidelines for Water and Related Land Resources Implementation Studies of the U.S. Water Resources Council to:

a. forecast the future total dissolved solids concentration of Project Water and determine if desalting is necessary to not exceed the total dissolved solids concentration shown in Exhibit B of the Contract prior to December 31, 2070,

b. evaluate the cost of desalting Project Water on a present value basis using the discount rate for Federal water resources planning published annually in the Federal Register, if desalting is necessary to not exceed the total dissolved solids concentration as shown in Exhibit B of the Contract prior to December 31, 2070,

c. determine the potential feasible alternatives to Project Water that would be less expensive than desalting Project Water, if desalting is necessary to not exceed the total dissolved solids concentration as shown in Exhibit B of the Contract prior to December 31, 2070,

d. estimate the cost of implementing and using the water supply from potential feasible alternatives on a present value basis using the discount rate for Federal water resources planning published annually in the Federal Register, and

e. determine the Trust Fund Account deposit per acre-foot necessary each year over the estimated remaining term of the Contract for the least expensive feasible solution to the total dissolved solids concentration projection exceeding the concentration as shown in Exhibit B of the Contract based on the projected Unused Project Capacity;

2.3 WHEREAS, Needles has entered into a U.S. Geological Survey Joint Funding Agreement to provide monies to complete “Phase 1 – Establishment of Monitoring Network and Initial Characterization of Ground-Water System” of the “Hydrologic Investigation to Forecast the Future of Total Dissolved Solids Concentration of Water Pumped by the Lower Colorado Water Supply Project,” which is the first phase of the three-phase investigation of the Lower Colorado Water Supply Project (hereinafter referred to as “USGS study”);

2.4 WHEREAS, the complete three-phase investigation will result in a forecast of the future total dissolved solids concentration (salinity) of water pumped from Project wells near the All-American Canal in southeastern California;

2.5 WHEREAS, pursuant to the Contract, as amended, Needles deposits money received from MWD into a Trust Fund Account (currently containing approximately \$10 million), which, among other things, was established to provide for the long-term economic viability of the Project or its replacement;

2.6 WHEREAS, the Contract originally called for the completion of the USGS study in 2012;

2.7 WHEREAS, the Parties determined that it was infeasible to complete the USGS study not later than December 31, 2012, and by Amendment No. 1 to the Contract, dated May 3, 2010, agreed to extend the time for completion to not later than December 31, 2019;

2.8 WHEREAS, the Parties determined that it was infeasible to complete the USGS study not later than December 31, 2019, and by Amendment No. 2 to the Contract, dated January 27, 2020, agreed to extend the time for completion to not later than December 31, 2024, if reasonably feasible;

2.9 WHEREAS, the Parties determined that it is infeasible to complete the USGS study not later than December 31, 2024, and based on USGS progress reports on the USGS study, the Parties anticipate the USGS study will be complete by December 31, 2026;

2.10 WHEREAS, the preliminary results of the USGS study indicate that the future concentration of the total dissolved solids will not result in the need for desalting prior to December 31, 2070;

2.11 WHEREAS, The Parties have reasonably determined that further deposits into the Trust Fund Account, pursuant to Subsection 6.1 of the Contract, in excess of the approximately \$10 million currently deposited in the Trust Fund Account, will not be needed to meet the Trust Fund Obligations pursuant to Subsections 17.1 through 17.4 of the Contract, as amended, at this time;

2.12 WHEREAS, the Parties desire to further amend the Contract, as amended, to temporarily pause certain payment obligations set forth in Section 6.1 of the Contract, specifically, the payments from MWD to Needles for the deposit into the Trust Fund Account, and to address the delay in the completion of the USGS study; and

NOW, THEREFORE, in consideration of the mutual and dependent covenants contained herein, the United States, Needles, and MWD agree as follows:

3. AMENDMENT NO. 3 OF CONTRACT NO. 06-XX-30-W0452:

3.1 Pause in Payment Terms: The Parties agree that Subsection 6.1 of the Contract, which obligates, among other things, MWD to pay Needles one-hundred and twelve dollars (\$112) per acre-foot for Needles to deposit into the Trust Fund Account for each acre-foot of Mainstream Water delivered to MWD resulting from Unused Project Capacity, as adjusted in subsequent years in Section 16 of the Contract (for example, in 2024, MWD pays Needles one-hundred and fifty six dollars and eighty three cents (\$156.83) per acre-foot), shall be temporarily paused from the Effective Date until six months after the completion of the USGS study (the “Pause Period”).

3.1.1 During the Pause Period, Subsections 16.6, 16.7, 16.8, 16.9, 16.10, as previously amended by Amendment No. 2 of the Contract, will temporarily be of no force and effect as such subsections pertain to Trust Fund Account payments by MWD.

4. TIME-LIMITATION OF THIS AMENDMENT NO. 3:

4.1 This Amendment No. 3 to the Contract is time-limited and will expire six months after completion of the USGS study, or by mutual written agreement by the Parties thirty days in advance of the desired termination date of this Amendment No. 3 to the Contract, whichever is first; at that time, the Contract, as amended by Amendment No. 2, will return to full force and effect and payments will resume.

5. IMPLEMENTATION OF THIS AMENDMENT NO. 3:

5.1 Needles will not issue a bill for collection to MWD for any further deposits into the Trust Fund Account after the Effective Date of this Amendment No. 3 to the Contract and until this Amendment No. 3 is terminated consistent with Subsection 4.1.

5.1 The Parties mutually agree to extend the timeline for completion of the USGS study beyond December 31, 2024.

6. COUNTERPARTS:

6.1 This Amendment No. 3 to the Contract may be simultaneously executed in one or more counterparts, each of which shall constitute one and the same instrument.

7. OTHER PROVISIONS UNAFFECTED:

7.1 Except as expressly modified by this Amendment No. 3 to the Contract, all other terms and provisions of the Contract, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to Contract No. 06-XX-30-W0452 hereto the day of and year first above written.

*Signatures on next page.*

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Jacklynn L. Gould, P.E.  
Regional Director  
Interior Region 8: Lower Colorado Basin  
Bureau of Reclamation

*Signatures continued on next page.*

DRAFT

**CITY OF NEEDLES**

By: \_\_\_\_\_  
Mayor

*Signatures continued on next page.*

DRAFT

**THE METROPOLITAN WATER  
DISTRICT OF SOUTHERN  
CALIFORNIA**

By: \_\_\_\_\_  
Deven Upadhyay  
Interim General Manager

Approved as to form:

By: \_\_\_\_\_  
Marcia L. Scully  
General Counsel

DRAFT





## City of Needles, California Request for City Council Action

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CITY COUNCIL  HACN

Regular  Special

**Meeting Date:** January 28, 2025

**Title:** Housing Authority Update

**Background:** On January 7, 2025, the Housing Authority of the City of Needles (HACN) had a successful ribbon-cutting ceremony for the Veterans Housing Program on at W Broadway St.

This transformative initiative provides HUD rental assistance and VA case management services, addressing the housing needs of homeless veterans in our community. This program represents a significant step forward in our commitment to supporting homeless veterans in our community. In August 2023, the Housing Authority of the City of Needles (HACN) received 30 HUD-VASH vouchers, combining HUD rental assistance with VA case management services to provide essential support to veterans. Since the program's implementation in May 2024, offering critical housing assistance to those who have served our nation. This initiative has been made possible through the collaborative efforts of our local and regional community organizations, who partner with HACN to secure permanent housing and provide case management and financial support to our veterans.

The Housing Authority of the City of Needles (HACN) is following all required updates from the U.S. Department of Housing and Urban Development (HUD) regarding updating its plans and policies as of January 1, 2025. To meet HUD's standards for the Admissions and Continued Occupancy Plan (ACOP), Public Housing Pet Policy, and Public Housing Lease Agreement. These updates will replace the current ACOP and are classified as a Significant Amendment to the HACN Annual and Five-Year Plan. Critical changes in these updates include revisions to eligibility requirements, pet policies, and the public housing lease agreement, which has not been amended since 2013. These modifications are considered a Significant Amendment to the HACN Annual and Five-Year Plan.

- **Public Housing Vacancies and Transfers:**
  - Current Vacancies: 5 out of 52 units.
  - Families Awaiting Transfers: 1
  - Families Selected for Consideration from Waiting List: 4
- **Housing Choice Vouchers (HCV):**
  - Open and Pending Eligibility: 0 out of 23 allocated vouchers.
  - Leased Up: 18
  - Issued: 5
  - Open: 0
- **Veteran Affairs Supportive Housing (VASH) Vouchers:**
  - Open and Pending Eligibility: 17 out of 30 allocated vouchers.
  - Referrals Received from VA Loma Linda: 3
  - Leased Up: 6
  - Issued: 7
- **Public Housing Waiting List:**
  - Applicants on the waiting list: 50
  - Always open for applications.
  - Allows the public to submit applications for future selection and consideration.
- **Section 8 Housing Choice Voucher (HCV) Waiting List:**
  - Applicants on the waiting list: 70
  - Opened July 1, 2024 – **CLOSED** July 31, 2024
  - Public submitted applications for future selection and consideration.

**Attached Exhibits:**

Exhibit A: January 15, 2025, Voucher Statistics Form

**Fiscal Impact:** None

**Recommended  
Action:** Information Only

**Submitted By:** Angelica Deermer, HACN Housing Manager

**City Manager Approval:** Patrick J. Martinez

**Date:** 1/23/2025

**Other Department Approval (when required):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved:       Not Approved:       Tabled:       Other:

# HACN PUBLIC HOUSING / VOUCHER STATISTICS

## JANUARY 2025

<i>Public Housing = 52 units, 5 current vacancies</i>	
<u>919- Vacated 2/1/2024*</u>	<u>Current PH family awaiting transfer</u>
<u>104- Vacated 6/10/2024*</u>	<u>Waitlist admission</u>
<u>106- Vacated 7/1/2024*</u>	<u>Waitlist admission</u>
<u>1110- 1/1/2025</u>	<u>Waitlist admission</u>
<u>100- 1/10/2025</u>	<u>Waitlist admission</u>
<i>*Units require extensive repair/renovation</i>	

**Units to be transferred**

108 → 919

**HUD allocated HCV Vouchers = 23**

HCV Vouchers leased up = 18

Port-in Vouchers =1

HCV Vouchers issued = 5

HCV Vouchers open = 0

**HUD allocated VASH Vouchers =30**

VASH Vouchers leased up = 6

VASH Vouchers issued = 7

VASH vouchers open =17

VASH Referrals =3

VASH Port-outs= 3

**Current Waitlist Applicants**

Public Housing: 50	HCV: 70
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# City of Needles, California Request for City Council Action

CITY COUNCIL  NPUA

Regular  Special

**Meeting Date:** JANUARY 28, 2025

**Title:** Warrants

**Background:** n/a

**Fiscal Impact:** See attached Warrant Registers

**Environmental Impact:** n/a

**Recommended Action:** Approve the Warrant Registers through JANUARY 28, 2025.

**Submitted By:** Barbara Dileo, Interim Director of Finance

**City Manager Approval:** *Patricia May*

**Date:** 1-21-25

**Other Department Approval (when required):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
			Agenda Item: _____



**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR JANUARY 10, 2025**

FUND 101	GENERAL FUND	1/10/2025	FUND AMT.	10-Jan	24-25
101.1015.412	CITY ATTORNEY	\$ 19,058.22		\$ 29,329.03	\$ 90,000.00
101.1020.413	CITY MANAGER	\$ 1,903.91		\$ 114,353.93	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ 5,296.19		\$ 395,777.45	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ (1,174.55)		\$ 146,308.91	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ 71.87		\$ 80,681.51	\$ 326,356.00
101.1040.417	ENGINEERING	\$ 2,287.57		\$ 167,950.52	\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 29,648.19	\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ 863.27		\$ 50,916.30	\$ 180,551.00
101.2010.421	SHERIFF	\$ -		\$ 1,919,116.94	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 116.71		\$ 165,830.68	\$ 283,098.00
101.2025.424	BULDING & SAFETY	\$ 1,622.32		\$ 146,909.22	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ 7,194.64		\$ 349,369.29	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ 5,822.88		\$ 331,989.44	\$ 744,745.00
101.4730.472	SANITATION	\$ 380.99		\$ 66,902.66	\$ 143,822.00
101.5770.452	AQUATICS	\$ 22.93		\$ 124,783.36	\$ 249,282.00
101.5772.452	PARKS	\$ 9,150.99		\$ 407,922.47	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ 889.42		\$ 48,044.40	\$ 115,992.00
101.5774.452	RECREATION	\$ 3,895.51		\$ 208,962.84	\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 57,402.87		\$ 21,771,084.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 1,412,263.40	\$ 3,611,336.00
FUND 205	CDBG		\$ -	\$ 23,573.10	\$ 107,900.00
FUND 206	CEMETERY		\$ 3,087.71	\$ 142,193.54	\$ 235,866.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 945,771.68	\$ 1,020,588.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 69,180.00	\$ 256,392.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 12,410.00	\$ 19,500.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 650,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ -	\$ 75,523.62	\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 31,607.00	\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ -
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 898,948.28	\$ 1,285,000.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 894.22	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 370.00	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$ 40,000.00
FUND 501	NPUA		\$ -	\$ 1,351,254.88	\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ 19,055.78	\$ 866,759.00	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 4,115.84	\$ 593,576.68	\$ 1,329,341.00
FUND 505	SANITATION		\$ -	\$ 674,583.81	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 267.02	\$ 1,047,809.97	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ 3,451.33	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ -		\$ 790,838.86	\$ 1,376,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 1,472.15		\$ 189,843.02	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ 1,472.15		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 10,602.35	\$ 222,394.43	\$ 477,260.00
FUND 509	MIS		\$ -	\$ 94,167.60	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ -	\$ 92,657.05	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ 2,260.17	\$ 132,283.61	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 126,198.32	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 39,554.57	\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 11,165.34	\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 207,973.79	\$ 477,395.00
FUND 575	HOUSING		\$ 8,124.89	\$ 490,750.82	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ 21,935.02	\$ 7,452,916.02	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 712,874.95	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ -	\$ 32,112.29	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 9,021.65	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ -	\$ 8,217.70	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 128,323.80	\$ 23,547,937.67	\$ 64,578,386.05

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

 1-21-25  
Patrick Martinez, City Manager Date

 1/10/25  
Barbara Dike Finance Department Date

 1-21-25  
Virginia Tasker, City Treasurer Date

PROGRAM: GM3480  
 CITY OF NEEDLES  
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	VENDOR SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/TAKEN	RETAINAGE
23030	1924	00	AHA MACAV POWER SERVICE	01/10/2025	252.72		.00
23031	4022	00	BENEFIT COORDINATORS CORPORATION	01/10/2025	3,625.80		.00
23032	3275	00	CALIFORNIA STATE DISB. UNIT	01/10/2025	255.23		.00
23033	3286	00	COLONIAL LIFE	01/10/2025	3,782.46		.00
23034	3943	00	ELLEN CAMPBELL	01/10/2025	12.00		.00
23035	227	00	FRANCHISE TAX BOARD	01/10/2025	25.00		.00
23036	1305	00	GREAT WEST LIFE	01/10/2025	6,376.00		.00
23037	3634	00	GREAT WEST LIFE & ANNUITY	01/10/2025	1,112.46		.00
23038	4078	00	HENRY LONGBRAKE	01/10/2025	12.00		.00
23039	4076	00	JAMIE MCCORKLE	01/10/2025	12.00		.00
23040	3949	00	JANET JERNIGAN	01/10/2025	12.00		.00
23041	4000	00	JARROD DELEON	01/10/2025	361.81		.00
23042	4077	00	JOANNE POGUE	01/10/2025	12.00		.00
23043	3283	00	LOWE'S	01/10/2025	1,798.77		.00
23044	3458	00	MUTUAL OF OMAHA	01/10/2025	4,261.08		.00
23045	1199	00	SBPEA TEAMSTERS LOCAL 1932	01/10/2025	1,318.57		.00
23046	1199	00	SBPEA TEAMSTERS LOCAL 1932	01/10/2025	298.27		.00
23047	3242	00	SDRMA	01/10/2025	102,609.63		.00
23048	3851	00	SY FOLEY	01/10/2025	723.80		.00
23049	3697	00	TOMA BELT	01/10/2025	12.00		.00
23050	3014	00	TRI STATE FIRE & SECURITY	01/10/2025	460.00		.00
23051	1217	00	VISION SERVICE PLAN	01/10/2025	978.20		.00
23052	3831	00	ZACHERY LONGACRE	01/10/2025	12.00		.00

NUMBER OF CHECKS 23 GRAND TOTAL 128,323.80

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23030	1924	AHA MACAV POWER SERVICE	004549		01/10/2025	580-4750-473.63-12	252.72	252.72 *
23031	4022	BENEFIT COORDINATORS CORP	004685		01/10/2025	101-1020-413.24-10	72.16	72.16
			004686		01/10/2025	101-1025-415.24-10	271.20	271.20
			004687		01/10/2025	101-1030-414.24-10	88.00	88.00
			004688		01/10/2025	101-1040-417.24-10	77.60	77.60
			004689		01/10/2025	101-1070-410.24-10	33.60	33.60
			004690		01/10/2025	101-2025-424.24-10	67.20	67.20
			004691		01/10/2025	101-2030-423.24-10	264.00	264.00
			004692		01/10/2025	101-3010-431.24-10	197.60	197.60
			004693		01/10/2025	101-4730-472.24-10	26.40	26.40
			004694		01/10/2025	101-5772-452.24-10	270.72	270.72
			004695		01/10/2025	101-5773-452.24-10	44.00	44.00
			004696		01/10/2025	101-5774-452.24-10	167.20	167.20
			004697		01/10/2025	206-5771-452.24-10	121.92	121.92
			004698		01/10/2025	502-4710-471.24-10	434.72	434.72
			004699		01/10/2025	503-4720-475.24-10	130.24	130.24
			004700		01/10/2025	506-4713-477.24-10	39.60	39.60
			004701		01/10/2025	508-4810-478.24-10	253.70	253.70
			004702		01/10/2025	511-3020-432.24-10	60.00	60.00
			004703		01/10/2025	575-5555-485.24-10	176.00	176.00
			004704		01/10/2025	575-5555-485.24-15	121.60	121.60
			004705		01/10/2025	580-4750-473.24-10	708.34	708.34
							3,625.80	3,625.80 *
23032	3275	CALIFORNIA STATE DISB.UNI	004621		01/10/2025	575-0000-209.03-01	255.23	255.23 *
23033	3286	COLONIAL LIFE	004623		01/10/2025	101-0000-209.03-01	2,715.24	2,715.24
			004624		01/10/2025	502-0000-209.03-01	87.28	87.28
			004625		01/10/2025	503-0000-209.03-01	256.32	256.32
			004626		01/10/2025	508-0000-209.03-01	259.86	259.86
			004627		01/10/2025	580-0000-209.03-01	395.48	395.48
			004628		01/10/2025	511-0000-209.03-01	68.28	68.28
							3,782.46	3,782.46 *
23034	3943	ELLEN CAMPBELL	004556		01/10/2025	101-1030-414.49-20	12.00	12.00
23035	227	FRANCHISE TAX BOARD	004622		01/10/2025	575-0000-209.03-01	12.00	12.00 *
23036	1305	GREAT WEST LIFE & ANNUITY	004651		01/10/2025	101-0000-209.03-01	25.00	25.00
			004652		01/10/2025	502-0000-209.03-01	25.00	25.00 *
			004653		01/10/2025	580-0000-209.03-01	3,692.00	3,692.00
							435.00	435.00
							2,249.00	2,249.00
							6,376.00	6,376.00 *
23037	3634	GREAT-WEST LIFE & ANNUITY	004600		01/10/2025	101-0000-209.03-01	161.88	161.88
			004601		01/10/2025	101-0000-209.03-01	44.27	44.27

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23037	3634	GREAT-WEST LIFE & ANNUITY	004602		01/10/2025	101-0000-209.03-01	213.04	
			004603		01/10/2025	101-0000-209.03-01	161.01	
			004604		01/10/2025	101-0000-209.03-01	15.27	
			004605		01/10/2025	502-0000-209.03-01	94.89	
			004606		01/10/2025	502-0000-209.03-01	59.39	
			004607		01/10/2025	580-0000-209.03-01	174.52	
			004608		01/10/2025	580-0000-209.03-01	60.36	
			004609		01/10/2025	580-0000-209.03-01	127.83	
							1,112.46 *	1,112.46
23038	4078	HENRY LONGBRAKE	004560		01/10/2025	101-1030-414.49-20	12.00	12.00
							12.00 *	12.00
23039	4076	JAMIE MCCORKLE	004557		01/10/2025	101-1030-414.49-20	12.00	12.00
							12.00 *	12.00
23040	3949	JANET JERNIGAN	004554		01/10/2025	101-1030-414.49-20	12.00	12.00
							12.00 *	12.00
23041	4000	JARROD DELEON	004552		01/10/2025	507-5762-454.61-01	290.91	
			004586		01/10/2025	507-5762-454.61-09	70.90	
							361.81 *	361.81
23042	4077	JOANNE POGUE	004558		01/10/2025	101-1030-414.49-20	12.00	12.00
							12.00 *	12.00
23043	3283	LOWE'S	004732		01/10/2025	580-4750-473.60-55	591.26	
			004733		01/10/2025	101-5772-452.43-18	1,001.33	
			004734		01/10/2025	101-3010-431.60-11	206.18	
							1,798.77 *	1,798.77
23044	3458	MUTUAL OF OMAHA	004706		01/10/2025	101-1020-413.24-10	98.53	
			004707		01/10/2025	101-1025-415.24-10	307.74	
			004708		01/10/2025	101-1030-414.24-10	44.33	
			004709		01/10/2025	101-1035-416.24-10	64.79	
			004710		01/10/2025	101-1040-417.24-10	197.23	
			004711		01/10/2025	101-1070-410.24-10	26.40	
			004712		01/10/2025	101-2020-423.24-10	116.71	
			004713		01/10/2025	101-2025-424.24-10	149.17	
			004714		01/10/2025	101-2030-423.24-10	276.97	
			004715		01/10/2025	101-3010-431.24-10	286.25	
			004716		01/10/2025	101-4730-472.24-10	28.20	
			004717		01/10/2025	101-5770-452.24-10	22.93	
			004718		01/10/2025	101-5772-452.24-10	257.64	
			004719		01/10/2025	101-5773-452.24-10	35.28	
			004720		01/10/2025	101-5774-452.24-10	135.28	
			004721		01/10/2025	206-5771-452.24-10	80.59	
			004722		01/10/2025	502-4710-471.24-10	608.02	
			004723		01/10/2025	503-4720-475.24-10	119.50	
			004724		01/10/2025	506-4713-477.24-10	72.35	



ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER  
 PREPARED 01/08/2025, 10:09:27  
 PROGRAM: GM346L  
 CITY OF NEEDLES  
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC./RETAIN)	CHECK TOTAL
23044	3458	MUTUAL OF OMAHA	004725		01/10/2025	508-4810-478.24-10	220.38	
			004726		01/10/2025	511-3020-432.24-10	104.55	
			004727		01/10/2025	575-5555-485.24-10	135.71	
			004728		01/10/2025	575-5555-485.24-15	87.84	
			004729		01/10/2025	580-4750-473.24-10	784.69	
							4,261.08 *	4,261.08
23045	1199	SBPEA TEAMSTERS LOCAL 193	004614		01/10/2025	101-0000-209.03-01	650.16	
			004615		01/10/2025	502-0000-209.03-01	203.66	
			004616		01/10/2025	503-0000-209.03-01	35.96	
			004617		01/10/2025	508-0000-209.03-01	73.13	
			004618		01/10/2025	511-0000-209.03-01	38.95	
			004619		01/10/2025	580-0000-209.03-01	263.70	
			004620		01/10/2025	575-0000-209.03-01	53.01	
							1,318.57 *	1,318.57
23046	1199	SBPEA TEAMSTERS LOCAL 193	004610		01/10/2025	101-0000-209.03-01	136.03	
			004611		01/10/2025	502-0000-209.03-01	54.08	
			004612		01/10/2025	575-0000-209.03-01	40.16	
			004613		01/10/2025	580-0000-209.03-01	68.00	
							298.27 *	298.27
23047	3242	SPECIAL DISTRICT RISK	004654		01/10/2025	101-1020-413.24-10	1,719.92	
			004655		01/10/2025	101-1025-415.24-10	4,654.94	
			004656		01/10/2025	101-1030-414.24-10	1,419.20	
			004657		01/10/2025	101-1040-417.24-10	1,981.96	
			004658		01/10/2025	101-1070-410.24-10	792.38	
			004659		01/10/2025	101-2025-424.24-10	1,377.09	
			004660		01/10/2025	101-2030-423.24-10	6,574.15	
			004661		01/10/2025	101-3010-431.24-10	5,082.80	
			004662		01/10/2025	101-4730-472.24-10	320.40	
			004663		01/10/2025	101-5772-452.24-10	7,095.17	
			004664		01/10/2025	101-5773-452.24-10	800.99	
			004665		01/10/2025	101-5774-452.24-10	3,539.22	
			004666		01/10/2025	101-0000-209.03-01	11,269.32	
			004667		01/10/2025	206-5771-452.24-10	2,076.89	
			004668		01/10/2025	206-0000-209.03-01	785.56	
			004669		01/10/2025	502-4710-471.24-10	13,872.26	
			004670		01/10/2025	502-0000-209.03-01	3,099.50	
			004671		01/10/2025	503-4720-475.24-10	1,979.32	
			004672		01/10/2025	503-0000-209.03-01	832.30	
			004673		01/10/2025	506-4713-477.24-10	104.88	
			004674		01/10/2025	506-0000-209.03-01	38.86	
			004675		01/10/2025	507-5762-454.24-10	1,110.34	
			004676		01/10/2025	508-4810-478.24-10	7,909.92	
			004677		01/10/2025	508-0000-209.03-01	1,819.46	
			004678		01/10/2025	511-3020-432.24-10	1,421.62	
			004679		01/10/2025	511-0000-209.03-01	551.14	
			004680		01/10/2025	575-5555-485.24-10	3,278.42	
			004681		01/10/2025	575-5555-485.24-15	1,973.35	

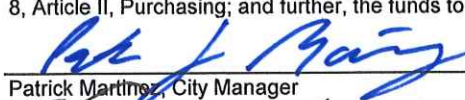
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23047	3242	SPECIAL DISTRICT RISK	004682		01/10/2025	575-0000-209.03-01	1,907.76	
			004683		01/10/2025	580-4750-473.24-10	10,278.43	
			004684		01/10/2025	580-0000-209.03-01	5,780.48	
							102,609.63 *	102,609.63
23048	3851	SY FOLEY	004730		01/10/2025	503-4720-475.55-00	301.00	
			004731		01/10/2025	503-4720-475.62-00	422.80	
							723.80 *	723.80
23049	3697	TONA BELT	004559		01/10/2025	101-1030-414.49-20	12.00	
							12.00 *	12.00
23050	3014	TRI STATE FIRE & SECURITY	004735		01/10/2025	101-5772-452.43-18	230.00	
			004736		01/10/2025	101-5772-452.43-18	230.00	
							460.00 *	460.00
23051	1217	VISION SERVICE PLAN	004629		01/10/2025	101-1020-413.24-10	13.30	
			004630		01/10/2025	101-1025-415.24-10	62.31	
			004631		01/10/2025	101-1030-414.24-10	28.32	
			004632		01/10/2025	101-1035-416.24-10	7.08	
			004633		01/10/2025	101-1040-417.24-10	30.78	
			004634		01/10/2025	101-1070-410.24-10	10.89	
			004635		01/10/2025	101-2025-424.24-10	28.86	
			004636		01/10/2025	101-2030-423.24-10	79.52	
			004637		01/10/2025	101-3010-431.24-10	50.05	
			004638		01/10/2025	101-4730-472.24-10	5.99	
			004639		01/10/2025	101-5772-452.24-10	66.13	
			004640		01/10/2025	101-5773-452.24-10	9.15	
			004641		01/10/2025	101-5774-452.24-10	53.81	
			004642		01/10/2025	206-5771-452.24-10	22.75	
			004643		01/10/2025	502-4710-471.24-10	106.98	
			004644		01/10/2025	503-4720-475.24-10	38.40	
			004645		01/10/2025	506-4713-477.24-10	11.33	
			004646		01/10/2025	508-4810-478.24-10	65.90	
			004647		01/10/2025	511-3020-432.24-10	15.63	
			004648		01/10/2025	575-5555-485.24-10	44.12	
			004649		01/10/2025	575-5555-485.24-15	26.69	
			004650		01/10/2025	580-4750-473.24-10	200.21	
							978.20 *	978.20
23052	3831	ZACHERY LONGACRE	004555		01/10/2025	101-1030-414.49-20	12.00	
							12.00 *	12.00

							128,323.80	128,323.80
BANK/CHECK TOTAL							128,323.80	128,323.80
ALL BANKS/CHECKS TOTAL							128,323.80	128,323.80

**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR JANUARY 28, 2025**

FUND 101	GENERAL FUND	1/28/2025	FUND AMT.	28-Jan	24-25
101.1015.412	CITY ATTORNEY	\$ 1,040.00		\$ 35,129.03	\$ 90,000.00
101.1020.413	CITY MANAGER	\$ 5,800.00		\$ 114,526.48	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ 172.55		\$ 401,138.34	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 5,360.89		\$ 146,374.33	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ 65.42		\$ 80,865.03	\$ 326,356.00
101.1040.417	ENGINEERING	\$ 183.52		\$ 168,232.70	\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 282.18		\$ 29,648.19	\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ -		\$ 51,868.65	\$ 180,551.00
101.2010.421	SHERIFF	\$ 952.35		\$ 2,220,007.17	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 300,890.23		\$ 166,528.82	\$ 283,098.00
101.2025.424	BULDING & SAFETY	\$ 711.64		\$ 154,224.79	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ 7,316.57		\$ 369,998.31	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ 20,629.02		\$ 336,443.86	\$ 744,745.00
101.4730.472	SANITATION	\$ 4,454.42		\$ 67,206.02	\$ 143,822.00
101.5770.452	AQUATICS	\$ 303.36		\$ 124,950.03	\$ 249,282.00
101.5772.452	PARKS	\$ 166.67		\$ 415,452.49	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ 7,530.02		\$ 48,044.40	\$ 115,992.00
101.5774.452	RECREATION	\$ -		\$ 209,334.75	\$ 422,094.00
		\$ 371.91			
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 356,230.75		\$ 21,771,084.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ -	\$ 1,412,263.40	\$ 3,611,336.00
FUND 205	CDBG		\$ -	\$ 23,573.10	\$ 107,900.00
FUND 206	CEMETERY		\$ 3,960.04	\$ 146,153.58	\$ 235,866.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 945,771.68	\$ 1,020,588.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 69,180.00	\$ 256,392.00
FUND 213	DEPT OF HOUSE. & COMM DEVL		\$ -	\$ 12,410.00	\$ 19,500.00
FUND 214	SANBAG NEW LOCAL MEAS I		\$ -	\$ -	\$ 650,000.00
FUND 225	COPS-AB 3229 SUPPLEMENTAL		\$ 8,952.75	\$ 84,476.37	\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 31,607.00	\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ -
FUND 238	STATE RECREATION GRANTS		\$ 443.48	\$ 899,391.76	\$ 1,285,000.00
FUND 239	CA.CONSERV RECYLING GRANT		\$ -	\$ 894.22	\$ 25,436.00
FUND 270	REDEVELOPMENT AGENCY		\$ -	\$ 370.00	\$ 20,000.00
FUND 470	RDA CAP PROJ.LOW & MOD.		\$ -	\$ -	\$ 40,000.00
FUND 501	NPUA		\$ -	\$ 1,351,254.88	\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ 12,708.32	\$ 879,433.78	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 6,867.59	\$ 600,416.59	\$ 1,329,341.00
FUND 505	SANITATION		\$ 106,818.80	\$ 781,402.61	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 1,047,809.97	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ 3,451.33	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 4,818.35		\$ 794,498.27	\$ 1,376,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 1,672.02		\$ 191,052.89	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ 6,490.37		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 1,478.63	\$ 222,884.09	\$ 477,260.00
FUND 509	MIS		\$ 19,088.73	\$ 108,480.33	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 4,594.70	\$ 97,195.71	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ 4,610.77	\$ 136,894.38	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 126,198.32	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ 5,954.27	\$ 45,508.84	\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ 1,153.42	\$ 12,318.76	\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ 35,907.81	\$ 243,881.60	\$ 477,395.00
FUND 575	HOUSING		\$ 18,352.12	\$ 508,664.37	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ 89,325.50	\$ 7,518,693.80	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ 207,575.28	\$ 713,577.45	\$ 8,084,536.00
FUND 583	NPUA CAPITAL WASTEWATER		\$ 32,112.29	\$ 32,112.29	\$ 69,532.00
FUND 650	IMPACT FEES NORTH NEEDLES		\$ -	\$ 9,021.65	\$ 33,708.00
FUND 651	IMPACT FEES SOUTH AREAS		\$ 797.50	\$ 9,015.20	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 923,423.12	\$ 24,199,831.61	\$ 64,578,386.05

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

  
Patrick Martinez, City Manager Date

  
Paula Cook, Finance Department Date

  
Virginia Tasker, City Treasurer Date

1/21/25  
Date

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
23053	3305	00	AGUA CALIENTE	01/28/2025	18,200.00	.00
23054	4227	00	AMAZON CAPITAL SERVICES	01/28/2025	561.04	.00
23055	3471	00	ASCAP	01/28/2025	500.00	.00
23056	3750	00	AUTO ZONE	01/28/2025	249.88	.00
23057	178	00	BIG O TIRES & NAPA AUTO PARTS	01/28/2025	1,049.07	.00
23058	454	00	BINGHAM EQUIPMENT COMPANY	01/28/2025	32,112.29	.00
23059	4210	00	BRAX COMPANY, INC	01/28/2025	322.00	.00
23060	3392	00	BUG EMERGENCY INC.	01/28/2025	275.00	.00
23061	4161	00	CA ASSOC OF HOUSING AUTHORITIES	01/28/2025	3,690.00	.00
23062	2328	00	CAL-ZON FENCE CO.	01/28/2025	176.00	.00
23063	2403	00	CDW GOVERNMENT INC.	01/28/2025	10.84	.00
23064	3035	00	CENTURY LINK CORP.	01/28/2025	48.16	.00
23065	455	00	CULLIGAN WATER COND.	01/28/2025	852.50	.00
23066	3809	00	DATA TICKET INC.	01/28/2025	224.78	.00
23067	440	00	DECO FOODSERVICE INCOMP.	01/28/2025	107.50	.00
23068	3580	00	DIAMOND PURE WATER	01/28/2025	175.00	.00
23069	501	00	DOI-BOR-REGION: LOWER COLORADO	01/28/2025	168.54	.00
23070	3813	00	EXPRESSIONS IN GLASS	01/28/2025	234.20	.00
23071	3813	00	EXPRESSIONS IN GLASS	01/28/2025	486.43	.00
23072	4092	00	FOREUP GOLF SOFTWARE	01/28/2025	774.57	.00
23073	1296	00	FRONTIER	VOID		
23074	3708	00	GAUDIN FORD	01/28/2025	1,181.15	.00
23075	3966	00	GT GOLF SUPPLIES	01/28/2025	188.57	.00
23076	2612	00	HARDWARE EXPRESS	01/28/2025	3,357.49	.00
23077	2612	00	HARDWARE EXPRESS	01/28/2025	419.90	.00
23078	2612	00	HARDWARE EXPRESS	01/28/2025	286.61	.00
23079	4182	00	HD SUPPLY FORMERLY HOME DEPOT PRO	01/28/2025	972.80	.00
23080	4000	00	JARROD DELEON	01/28/2025	720.00	.00
23081	4064	00	JIM DAVIS, LLC	01/28/2025	38.12	.00
23082	3977	00	LANDIS+GYR TECHNOLOGY, INC	01/28/2025	3,732.50	.00
23083	4230	00	MCBRIDE ENVIRONMENTAL LLC	01/28/2025	229.00	.00
23084	2485	00	MESA VALLEY PIPE & SUPPLY	01/28/2025	10,640.00	.00
23085	4166	00	MRI SOFTWARE LLC	01/28/2025	443.48	.00
23086	940	00	MSM	VOID		
23087	4196	00	MV CHENG & ASSOCIATES INC.	01/28/2025	29,343.64	.00
23088	218	00	NEWS WEST PUBLISHING CO.	01/28/2025	982.84	.00
23089	1786	00	NPUA	01/28/2025	206,872.78	.00
23090	1786	00	NPUA	01/28/2025	131.66	.00
23091	3315	00	ONLINE INFORMATION SERVICES	01/28/2025	4,130.00	.00
23092	4074	00	PACIFIC HYDROTECH CORPORATION	01/28/2025	256.60	.00
23093	3767	00	PATRICK MARTINEZ	01/28/2025	872.33	.00
23094	239	00	PHILLIPS EXCAVATING INC.	01/28/2025	170.00	.00
23095	15	00	QUILL LLC	01/28/2025	107,304.98	.00
23096	818	00	R & R PRODUCTS INC.	01/28/2025	284.52	.00
23097	4185	00	RAYA PRIMARY CARE	01/28/2025	2,893.07	.00
23098	309	00	REPUBLIC SERVICES #785	01/28/2025	309,181.00	.00
23099	2068	00	RICOH USA, INC.	01/28/2025	6,572.60	.00
23100	2468	00	RON'S TIRE & AUTO REPAIR	01/28/2025	30,524.61	.00
23101	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	01/28/2025	302.02	.00
23102	2589	00	SAN BERNARDINO COUNTY	01/28/2025		
23103	3344	00	SLOVAK BARON & EMPEY LLP	01/28/2025		
23103	284	00	SOUTHWEST GAS CORP.	01/28/2025		



CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
23104	2292	00	SPS VAR, LLC	01/28/2025	4,600.00	.00
23105	3705	00	SUPERION, LLC	01/28/2025	5,536.95	.00
23106	4008	00	THE PRINTER GUYS LLC	01/28/2025	368.00	.00
23107	3950	00	TKE ENGINEERING INC	01/28/2025	1,670.00	.00
23108	3873	00	TRANSPORTATION CONCEPTS	01/28/2025	43,015.50	.00
23109	3266	00	TRI STATE TOOL REPAIR	01/28/2025	18.93	.00
23110	772	00	TRI-STATE ACE HARDWARE	01/28/2025	2,033.63	.00
23111	2798	00	U.S. DEPARTMENT OF ENERGY	01/28/2025	34,733.39	.00
23112	3830	00	UNIFIRST CORPORATION	01/28/2025	1,296.80	.00
23113	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	01/28/2025	3,672.52	.00
23114	3967	00	WILLDAN ENGINEERING	01/28/2025	8,265.93	.00
23115	1023	00	XEROX	01/28/2025	408.90	.00
23116	3828	00	3D-NETWORKS LLC	01/28/2025	8,775.78	.00

NUMBER OF CHECKS      64      GRAND TOTAL      923,423.12

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23053	3305	AGUA CALIENTE	004966		01/28/2025	580-4750-473.63-10	18,200.00 *	18,200.00
23054	4227	AMAZON CAPITAL SERVICES	004965		01/28/2025	101-2030-423.61-01	561.04 *	561.04
23055	3471	ASCAP	004906		01/28/2025	101-5774-452.61-01	166.66	166.66
			004907		01/28/2025	101-5770-452.61-01	166.67	166.67
			004908		01/28/2025	508-4810-478.61-01	500.00 *	500.00
23056	3750	AUTO ZONE	004737		01/28/2025	511-3020-432.43-57	38.78	38.78
			004738		01/28/2025	511-3021-432.43-26	163.61	163.61
			004923		01/28/2025	511-3021-432.43-36	24.77	24.77
			004967		01/28/2025	511-3021-432.43-26	22.72 *	22.72
							249.88 *	249.88
23057	178	BIG O TIRES & NAPA AUTO P	004581		01/28/2025	580-4750-473.60-55	8.07	8.07
			004739		01/28/2025	511-3021-432.43-26	10.75	10.75
			004740		01/28/2025	511-3021-432.43-26	36.61	36.61
			004741		01/28/2025	511-3021-432.43-26	16.15	16.15
			004742		01/28/2025	511-3021-432.43-26	35.56	35.56
			004743		01/28/2025	101-2010-421.43-03	37.49	37.49
			004744		01/28/2025	511-3021-432.43-36	38.92	38.92
			004745		01/28/2025	511-3021-432.43-36	125.00	125.00
			004891		01/28/2025	507-5761-453.43-04	216.35	216.35
			004892		01/28/2025	507-5761-453.43-04	9.15	9.15
			004924		01/28/2025	511-3021-432.43-38	214.70	214.70
			004925		01/28/2025	101-2010-421.43-03	48.06	48.06
			004926		01/28/2025	101-2010-421.43-03	90.00	90.00
			004969		01/28/2025	507-5761-453.43-04	162.26	162.26
							1,049.07 *	1,049.07
23058	454	BINGHAM EQUIPMENT COMPANY	004927		01/28/2025	206-5771-452.43-04	109.26 *	109.26
23059	4210	BRAX COMPANY, INC.	PI0146	025060	01/28/2025	583-4720-475.72-17	32,112.29 *	32,112.29
23060	3392	BUG EMERGENCY INC.	004582		01/28/2025	575-5555-485.31-90	250.00	250.00
			004968		01/28/2025	507-5762-454.43-08	72.00	72.00
							322.00 *	322.00
23061	4161	CA ASSOC OF HOUSING AUTHO	004987		01/28/2025	575-5555-485.56-00	275.00 *	275.00
23062	2328	CAL-ZON FENCE CO.	004879		01/28/2025	507-5761-453.31-90	2,490.00	2,490.00
			004880		01/28/2025	101-3010-431.31-90	1,200.00	1,200.00
							3,690.00 *	3,690.00

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER  
 PREPARED 01/15/2025, 9:57:27  
 PROGRAM: GM3461  
 CITY OF NEEDLES  
 BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23063	2403	CDW GOVERNMENT	004583		01/28/2025	509-4910-479.61-02	176.00 *	176.00
23064	3035	CENTURY LINK CORP.	004896		01/28/2025	507-5762-454.52-10	10.84 *	10.84
23065	455	CULLIGAN WATER COND.	004746		01/28/2025	511-3020-432.43-29	48.16 *	48.16
23066	3809	DATA TICKET INC.	004988 004989		01/28/2025 01/28/2025	101-2030-423.31-10 101-2030-423.31-10	502.50 350.00	852.50
23067	440	DECO FOODSERVICE INCORP.	004585 004910		01/28/2025 01/28/2025	507-5762-454.61-06 101-5774-452.65-10	64.61 160.17	224.78
23068	3580	DIAMOND PURE WATER	004788 004875 004909 004928		01/28/2025 01/28/2025 01/28/2025 01/28/2025	510-4410-405.61-01 503-4720-475.43-02 101-5774-452.61-01 511-3020-432.43-29	48.00 25.50 23.00 11.00	107.50
23069	501	DOI-BOR-REGION: LOWER COL	004876		01/28/2025	580-4750-473.63-10	26,667.46 *	26,667.46
23070	3813	EXPRESSIONS IN GLASS	004747 004748 004749		01/28/2025 01/28/2025 01/28/2025	502-4710-471.61-01 580-4750-473.61-01 101-1035-416.61-01	50.00 50.00 75.00	175.00
23071	4092	FOREUP GOLF SOFTWARE	004587		01/28/2025	507-5762-454.61-09	168.54 *	168.54
23072	1296	FRONTIER	004903 004919		01/28/2025 01/28/2025	101-5772-452.52-10 510-4410-405.52-10	127.73 106.47	234.20
23073	3708	GAUDIN FORD	004929 004930		01/28/2025 01/28/2025	101-2010-421.43-03 101-2010-421.43-03	102.07- 588.50	486.43
23074	3966	GT GOLF SUPPLIES	004894 004972 004973 004976		01/28/2025 01/28/2025 01/28/2025 01/28/2025	507-5762-454.44-10 507-5762-454.44-10 507-5762-454.44-10 507-5762-454.44-10	227.61 414.95 114.26 17.75	774.57
23075	2612	HARDWARE EXPRESS	004588		01/28/2025	510-4410-405.43-01	2.45	VOIDED
23076	2612	HARDWARE EXPRESS						

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23076	2612	HARDWARE EXPRESS	004589		01/28/2025	510-4410-405.43-01	49.10	
			004590		01/28/2025	510-4410-405.43-01	4.49	
			004591		01/28/2025	580-4750-473.60-55	14.83	
			004592		01/28/2025	580-4750-473.60-55	26.61	
			004593		01/28/2025	502-4710-471.60-55	33.54	
			004598		01/28/2025	508-4810-478.61-34	6.13	
			004750		01/28/2025	101-3010-431.60-11	13.70	
			004751		01/28/2025	101-5772-452.61-12	8.86	
			004752		01/28/2025	101-5772-452.43-18	3.07	
			004753		01/28/2025	101-5772-452.43-18	1.52	
			004754		01/28/2025	101-5772-452.61-12	112.58	
			004755		01/28/2025	101-5772-452.61-12	22.51	
			004756		01/28/2025	101-5772-452.61-33	14.31	
			004757		01/28/2025	511-3021-432.43-27	13.30	
			004758		01/28/2025	101-5772-452.61-12	63.43	
			004759		01/28/2025	101-5772-452.61-12	15.05	
			004760		01/28/2025	101-5772-452.61-12	12.64	
			004761		01/28/2025	101-5772-452.43-39	18.42	
			004762		01/28/2025	101-5772-452.43-18	31.40	
			004763		01/28/2025	101-5772-452.61-12	123.66	
			004764		01/28/2025	101-5772-452.43-39	27.09	
			004765		01/28/2025	101-5772-452.61-12	7.44	
			004766		01/28/2025	101-5772-452.61-12	32.47	
			004767		01/28/2025	101-3010-431.60-11	13.87	
			004768		01/28/2025	101-3010-431.60-11	1.90	
			004769		01/28/2025	101-3010-431.60-11	11.11	
			004893		01/28/2025	507-5761-453.61-12	170.91	
			004931		01/28/2025	511-3021-432.43-26	6.95	
			004932		01/28/2025	101-5772-452.61-12	5.83	
			004933		01/28/2025	101-5772-452.61-06	16.37	
			004934		01/28/2025	101-3010-431.61-33	161.62	
			004935		01/28/2025	101-3010-431.61-33	74.70	
			004936		01/28/2025	101-3010-431.43-57	3.07	
			004937		01/28/2025	206-5771-452.61-12	8.15	
			004974		01/28/2025	101-5772-452.43-18	23.52	
			004975		01/28/2025	101-5772-452.61-06	24.55	
							1,181.15 *	1,181.15
23077	2612	HARDWARE EXPRESS	004594		01/28/2025	575-5555-485.43-02	7.75	
			004595		01/28/2025	575-5555-485.43-02	14.97	
			004596		01/28/2025	575-5555-485.72-17	165.85	
							188.57 *	188.57
23078	4182	HD SUPPLY-FORMERLY HOME D	004795		01/28/2025	575-5555-485.72-17	3,357.49	
							3,357.49 *	3,357.49
23079	4000	JARROD DELEON	004970		01/28/2025	507-5762-454.55-00	299.96	
			004971		01/28/2025	507-5761-453.43-04	119.94	
							419.90 *	419.90





CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23089	1786	NPUA	004938		01/28/2025	101-5772-452.41-20	323.33	
			004939		01/28/2025	101-5772-452.41-10	36.22	
			004940		01/28/2025	101-5772-452.41-20	48.86	
			004941		01/28/2025	101-5772-452.41-20	225.36	
			004942		01/28/2025	101-5772-452.41-10	38.53	
			004943		01/28/2025	101-5772-452.41-20	2,750.70	
			004944		01/28/2025	101-5772-452.41-30	87.20	
			004945		01/28/2025	101-5772-452.41-10	679.49	
			004946		01/28/2025	101-5772-452.41-20	48.89	
			004947		01/28/2025	101-5772-452.41-10	272.31	
			004948		01/28/2025	101-5772-452.41-10	209.76	
			004949		01/28/2025	101-5772-452.41-10	232.45	
			004950		01/28/2025	101-5772-452.41-20	87.20	
			004951		01/28/2025	101-5772-452.41-20	49.69	
			004952		01/28/2025	101-5772-452.41-30	58.42	
			004953		01/28/2025	101-5772-452.41-10	1,093.53	
			004954		01/28/2025	101-5772-452.41-10	16.49	
			004955		01/28/2025	101-5772-452.41-20	79.44	
			004956		01/28/2025	101-5772-452.41-10	57.09	
			004957		01/28/2025	101-5772-452.41-20	79.62	
			004958		01/28/2025	101-5772-452.41-10	73.19	
			004977		01/28/2025	101-2020-423.41-10	310.95	
			004978		01/28/2025	101-2020-423.41-20	75.26	
			004979		01/28/2025	101-2020-423.41-30	174.40	
							29,343.64 *	29,343.64
23090	3315	ONLINE INFORMATION SERVIC	004547		01/28/2025	508-4810-478.31-46	53.68	
			004548		01/28/2025	508-4810-478.31-46	929.16	
							982.84 *	982.84
23091	4074	PACIFIC HYDROTECH CORPORA	PI0145	025003	01/28/2025	582-4710-471.71-05	206,872.78	
							206,872.78 *	206,872.78
23092	3767	PATRICK MARTINEZ	004782		01/28/2025	101-1020-413.55-00	131.66	
							131.66 *	131.66
23093	239	PHILLIPS EXCAVATING INC.	004902		01/28/2025	502-4710-471.43-59	4,130.00	
							4,130.00 *	4,130.00
23094	15	QUILL LLC	004783		01/28/2025	510-4410-405.61-01	92.64	
			004784		01/28/2025	510-4410-405.61-01	107.74	
			004785		01/28/2025	101-1035-416.61-01	17.88	
			004786		01/28/2025	101-2030-423.61-01	16.80	
			004787		01/28/2025	101-1040-417.61-01	21.54	
							256.60 *	256.60
23095	818	R & R PRODUCTS INC.	004551		01/28/2025	507-5761-453.43-04	872.33	
							872.33 *	872.33
23096	4185	RAYA PRIMARY CARE	004790		01/28/2025	101-3010-431.31-20	170.00	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23096	4185	RAYA PRIMARY CARE					170.00 *	170.00
23097	309	REPUBLIC SERVICES #78	004579 PI0153 004991	025027	01/28/2025 01/28/2025 01/28/2025	101-2020-423.58-00 505-4730-472.31-87 575-5555-485.41-30	13.50 106,818.80 472.68	107,304.98
23098	2068	RICOH USA, INC.	004789		01/28/2025	510-4410-405.70-02	284.52 284.52 *	284.52
23099	2468	RON'S TIRE & AUTO REPAIR	004791 004792 004959		01/28/2025 01/28/2025 01/28/2025	511-3021-432.43-38 511-3021-432.43-38 511-3021-432.43-38	860.58 1,207.86 824.63 2,893.07 *	2,893.07
23100	3361	S.B.COUNTY SHERIFF'S DEPA	004793 004794		01/28/2025 01/28/2025	101-2010-421.31-80 225-2010-421.31-80	300,228.25 8,952.75 309,181.00 *	309,181.00
23101	2589	SAN BERNARDINO COUNTY	004855 004856 004857 004858 004859 004860 004861 004862 004863 004864 004865 004866		01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	101-2020-423.62-00 101-2030-423.62-00 101-3010-431.62-00 101-4730-472.62-00 101-5772-452.62-00 575-5555-485.62-00 206-5771-452.62-00 502-4710-471.62-00 503-4720-475.62-00 507-5761-453.62-00 508-4810-478.62-00 580-4750-473.62-00	137.53 183.43 1,842.41 303.36 227.28 146.07 75.28 1,242.23 398.94 459.60 132.31 1,424.16 6,572.60 *	6,572.60
23102	3344	SLOVAK BARON EMPEY MURPHY	004797 004798 004799 004800 004801 004802 004803 004804 004805 004806 004807 004808 004809 004810 004811		01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 101-2030-423.31-50 502-4710-471.31-50 503-4720-475.31-50 580-4750-473.31-50 101-2030-423.31-50 101-1015-412.31-50 101-2030-423.31-50	3,525.60 1,166.60 69.94 702.80 527.40 87.20 503.60 135.60 113.00 1,933.33 1,933.33 1,933.34 12,025.07 5,800.00 67.80 30,524.61 *	30,524.61

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23103	284	SOUTHWEST GAS CORP.	004920		01/28/2025	510-4410-405.41-60	11.00	
			004921		01/28/2025	101-3010-431.41-60	29.19	
			004922		01/28/2025	507-5761-453.41-50	31.20	
			004992		01/28/2025	575-5555-485.41-50	50.37	
			004993		01/28/2025	575-5555-485.41-50	93.59	
			004994		01/28/2025	575-5555-485.41-50	19.08	
			004995		01/28/2025	575-5555-485.41-50	67.59	
							302.02 *	302.02
23104	2292	SPS VAR, LLC	004580		01/28/2025	509-4910-479.43-05	4,600.00	
							4,600.00 *	4,600.00
23105	3705	SUPERION, LLC	PI0147	025075	01/28/2025	509-4910-479.43-05	5,536.95	
							5,536.95 *	5,536.95
23106	4008	THE PRINTER GUYS LLC	004813		01/28/2025	508-4810-478.61-02	169.00	
			004882		01/28/2025	101-1040-417.61-02	49.75	
			004883		01/28/2025	101-1035-416.61-02	49.75	
			004884		01/28/2025	101-2025-424.61-02	49.75	
			004885		01/28/2025	101-2030-423.61-02	49.75	
							368.00 *	368.00
23107	3950	TKE ENGINEERING INC	PI0150	025008	01/28/2025	582-4710-471.71-08	702.50	
			PI0151	025031	01/28/2025	651-4720-475.69-88	797.50	
			PI0152	025048	01/28/2025	101-1040-417.31-16	170.00	
							1,670.00 *	1,670.00
23108	3873	TRANSPORTATION CONCEPTS	004814		01/28/2025	520-4740-462.32-90	4,599.48	
			004815		01/28/2025	520-4740-462.51-20	1,163.72	
			004816		01/28/2025	520-4740-462.62-00	191.07	
			004817		01/28/2025	521-4740-462.32-90	455.49	
			004818		01/28/2025	521-4740-462.51-20	599.50	
			004819		01/28/2025	521-4740-462.62-00	98.43	
			004820		01/28/2025	525-4770-461.32-90	34,044.27	
			004821		01/28/2025	525-4770-461.62-00	1,863.54	
							43,015.50 *	43,015.50
23109	3266	TRI STATE TOOL REPAIR	004962		01/28/2025	101-3010-431.43-57	18.93	
							18.93 *	18.93
23110	772	TRI-STATE ACE HARDWARE	004822		01/28/2025	511-3021-432.43-26	270.37	
			004823		01/28/2025	511-3021-432.43-27	29.78	
			004824		01/28/2025	511-3021-432.43-26	59.14	
			004825		01/28/2025	511-3021-432.43-27	108.43	
			004897		01/28/2025	503-4720-475.60-55	319.84	
			004898		01/28/2025	503-4720-475.60-55	266.53	
			004899		01/28/2025	503-4720-475.60-55	266.53	
			004960		01/28/2025	511-3021-432.43-26	29.78	
			004961		01/28/2025	511-3021-432.43-26	108.43	
			004963		01/28/2025	101-3010-431.60-12	402.04	

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23110	772	TRI-STATE ACE HARDWARE	004980 004981		01/28/2025 01/28/2025	511-3021-432.43-26 101-5772-452.61-12	150.67 22.09 2,033.63 *	2,033.63
23111	2798	U.S. DEPARTMENT OF ENERGY	004578 004599 004877 004881		01/28/2025 01/28/2025 01/28/2025 01/28/2025	580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10 580-4750-473.63-10	3,442.50 20,055.71 10,987.06 248.12 34,733.39 *	34,733.39
23112	3830	UNIFIRST CORPORATION	004553 004826 004827 004828 004829 004830 004831 004832 004833 004834 004835 004836 004837 004886 004895 004911 004912 004964 004982 004983		01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	503-4720-475.61-04 507-5762-454.43-08 580-4750-473.61-21 580-4750-473.61-04 575-5555-485.61-04 508-4810-478.61-04 503-4720-475.61-04 502-4710-471.61-04 101-5772-452.61-04 101-3010-431.61-04 101-3010-431.61-04 101-5772-452.61-04 511-3020-432.61-04 575-5555-485.61-04 507-5762-454.43-08 101-5774-452.61-06 101-5774-452.61-06 508-4810-478.61-04 101-5772-452.61-04 101-3010-431.61-04	27.68 26.25 184.90 184.90 16.60 10.84 27.68 52.11 24.30 154.12 154.81 24.30 154.12 16.60 26.25 11.04 11.04 10.84 24.30 154.12 1,296.80 *	27.68 26.25 184.90 184.90 16.60 10.84 27.68 52.11 24.30 154.12 154.81 24.30 154.12 16.60 26.25 11.04 11.04 10.84 24.30 154.12 1,296.80 *
23113	3528	WESTERN ENVIRONMENTAL TES	004838 004839 004840 004841 004842 004843 004844 004845 004873 004874		01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	503-4720-475.59-75 503-4720-475.59-75 502-4710-471.59-75 502-4710-471.59-75 502-4710-471.59-75 502-4710-471.59-75 502-4710-471.59-75 502-4710-471.59-75 503-4720-475.59-75 503-4720-475.59-75	297.00 811.12 248.06 712.66 188.06 188.06 188.06 248.06 395.72 3,672.52 *	3,672.52
23114	3967	WILLDAN ENGINEERING	PI0148 PI0149 004984 004985 004986 PI0154	025041 025041	01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	101-2025-424.31-10 101-2025-424.31-10 101-0000-204.03-01 101-2025-424.31-10 101-0000-204.03-01 101-2025-424.31-10	4,918.80 1,682.13 165.00 125.00 875.00 500.00	8,166.03

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23114	3967	WILLDAN ENGINEERING					8,265.93 *	8,265.93
23115	1023	XEROX	004846		01/28/2025	101-1020-413.70-01	40.89	40.89
			004847		01/28/2025	101-1025-415.70-01	40.89	40.89
			004848		01/28/2025	101-1030-414.70-01	65.42	65.42
			004849		01/28/2025	101-1035-416.70-01	40.89	40.89
			004850		01/28/2025	101-1040-417.70-01	40.89	40.89
			004851		01/28/2025	101-2025-424.70-01	40.89	40.89
			004852		01/28/2025	101-2030-423.70-01	40.89	40.89
			004853		01/28/2025	101-3010-431.70-01	16.36	16.36
			004854		01/28/2025	510-4410-405.70-01	81.78	81.78
							408.90 *	408.90
23116	3828	3D-NETWORKS LLC	004780		01/28/2025	509-4910-479.31-53	475.00	475.00
			004781		01/28/2025	509-4910-479.31-90	2,500.00	2,500.00
			004812		01/28/2025	509-4910-479.52-13	1,900.78	1,900.78
			004900		01/28/2025	509-4910-479.31-90	3,400.00	3,400.00
			004901		01/28/2025	509-4910-479.31-53	500.00	500.00
							8,775.78 *	8,775.78
BANK/CHECK TOTAL							923,423.12	923,423.12
ALL BANKS/CHECKS TOTAL							923,423.12	923,423.12



# MINUTES

REGULAR MEETING OF THE CITY COUNCIL  
CITY OF NEEDLES, CALIFORNIA  
EL GARCES – 950 FRONT STREET, NEEDLES

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TUESDAY, JANUARY 14, 2025 - COUNCIL EXECUTIVE SESSION – NONE - CITY COUNCIL MEETING – 6:00 PM

**CALL TO ORDER** - Mayor Jernigan called the meeting to order at 6:05 PM

## ROLL CALL

### PRESENT

Council Member Zachery Longacre  
Council Member Jamie McCorkle  
Vice Mayor Ellen Campbell  
Mayor Janet Jernigan  
Council Member JoAnne Pogue  
Council Member Tona Belt  
Council Member Henry Longbrake

Also present were City Manager Patrick Martinez, Deputy City Attorney Lena Wade, Director of Development Services Kathy Raasch, and Interim City Clerk Candace Clark

**PLEDGE OF ALLEGIANCE** - Led by Mayor Jernigan

**INVOCATION** - given by Pastor Marty Souter of Set Free Church

### APPROVAL OF AGENDA

Motion made by Vice Mayor Campbell, second by Council Member Pogue to approve the agenda.

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

**CONFLICT OF INTEREST** - None

**CORRESPONDENCE** - None

**INTRODUCTIONS** - Mayor Jernigan acknowledged former Council Members Shawn Gudmundson and Tim Terral, and former City Manager Rick Daniels in attendance.

**CITY ATTORNEY** – Parliamentary Procedures given by Deputy City Attorney Wade.

### PUBLIC APPEARANCE

Wayne Colburn spoke about the election turnout and stated that he received feedback from the community about feeling left out.

Roxanne (?) stated that she is concerned about the growing number of coyotes and asked staff to look into a solution

Denise O'Dell stated that there is a conflict on F street between Dr. Cooper's office and a neighboring business over parking and asked staff to look into a parking solution for Dr. Cooper.

### PRESENTATIONS

1. Mayor Jernigan presented a plaque of appreciation to Frank Valenzuela for his years of service as City of Needles Water Foreperson.

### PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS

Rick Daniels acknowledged Frank Valenzuela for his years of service to the City of Needles.

### COUNCIL CONSENT CALENDAR

3. Approve the Minutes of December 10, 2024

Council Member Longbrake pulled item 3 and asked that it be amended as follows:

Under Planning Commission Interviews (Insert the following:)

*Council Member Pogue made a motion, second by Council Member Longbrake, to appoint Wayne Colburn to the Planning Commission, with a term to expire 12/31/2026.*

*Motion failed by the following roll call vote:*

Ayes: Council Members Pogue and Longbrake  
Noes: Council Members Longacre, McCorkle, Campbell, and Belt  
Absent: None  
Abstain: None

Under Recreation and Parks Interviews (change as follows:)

*Council Member Longbrake (not Longacre) made the motion to re-appoint Lori Long.*

Vice Mayor Campbell made a motion, second by Council Member Longbrake to approve item 3 (minutes) with amendments.

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

**Consent Items 2, 4, 5:**

Motion made by Vice Mayor Campbell, second by Council Member Pogue to approve consent calendar items 2, 4, 5. Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

2. Approved the Warrants Register through January 14, 2025
4. Adopted Resolution 2025-7 authorizing destruction of certain city records pursuant to Government Code Section 34090
5. Authorized the Mayor to sign a letter of support for the San Bernardino County Transportation Authority for the Caltrans Sustainable Communities Grant

**END OF COUNCIL CONSENT CALENDAR**

**REGULAR COUNCIL ITEMS**

6. Adopt City Council Resolution No. 2025-8 supporting enhanced investments, equitable services, and workforce development programs by Palo Verde Community College (PVCC) in the Needles community.

City Manager Martinez gave staff report.

Former City Manager Rick Daniels, Jon McNeil, Jaclyn Randall, and Glenda Williams spoke about Palo Verde College and answered questions from Council.

Jared Johnston spoke about the need for skilled trade workers and the challenges Cal-Trans faces when hiring.

Former Council Member Shawn Gudmundson expressed concerns over PVCC not delivering services currently that citizens are paying taxes on and urged staff to be proactive in working with PVCC to move forward.



Former Council Member Tim Terral spoke in favor of PVCC and the need for their services in our community, but also urged staff to look at ways to raise the public school ratings in Needles, reporting that potential investors have expressed concern over the current NUSD ratings.

Council Member McCorkle made a motion, second by Vice Mayor Campbell to Adopt City Council Resolution No. 2025-8 supporting enhanced investments, equitable services, and workforce development programs by Palo Verde Community College (PVCC) in the Needles community.

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

7. Adopt City Council Resolution No. 2025-9, authorizing an affordable housing loan of \$135,000 from the State of California Prohousing Incentive Pilot Program (PIP) to Dannie Brayboy and Cynthia Brayboy (Brayboy Family Trust) for the rehabilitation of 108 Chestnut Street, Needles, CA 92363, and granting authority to the City Manager to execute the agreement

City Manager Martinez gave staff report.

Council asked questions and Michael Bracken (DMG) and Dannie Brayboy (applicant) responded. Considerable discussion ensued.

Mayor Jernigan opened public comment at 7:34 pm

Wayne Colburn spoke about rent control issues faced by a community where he resided prior to moving to Needles.

Former Council Member Shawn Gudmundson asked questions about landlord responsibilities and asked City staff to look into building affordable housing.

City Manager Martinez responded to the suggestion that the City build affordable housing.

Michael Bracken addressed the question about landlord responsibilities and reported on another upcoming affordable housing project.

Further Council discussion ensued.

Vice Mayor Campbell made a motion, second by Council Member Pogue to Adopt City Council Resolution No. 2025-9, authorizing an affordable housing loan of \$135,000 from the State of California Prohousing Incentive Pilot Program (PIP) to Dannie Brayboy and Cynthia Brayboy (Brayboy Family Trust) for the rehabilitation of 108 Chestnut Street, Needles, CA 92363, and granting authority to the City Manager to execute the agreement.

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, and Longbrake  
Noes: Council Member Belt  
Absent: None  
Abstain: None

8. Authorize the City to cosponsor the Run for the Wall with an approximate amount of \$2,500 for services

City Manager Martinez gave staff report.

Council had minimal discussion regarding traffic control for the event.

Council Member Longacre made a motion, second by Council Member Pogue to authorize the City cosponsor the Run for the Wall with an approximate amount of \$2,500 for services.

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake

Noes: None

Absent: None

Abstain: None

9. Adopt Resolution No. 2025-01 appointing a primary representative and an alternate to the Mojave Desert Air Quality Management District (MDAQMD)

City Manager Martinez gave staff report.

Council engaged in minimal discussion.

Vice Mayor Campbell made a motion, second by Council Member McCorkle to adopt Resolution No. 2025-01 appointing Council Member McCorkle as the primary representative to the Mojave Desert Air Quality Management District (MDAQMD).

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake

Noes: None

Absent: None

Abstain: None

Vice Mayor Campbell made a motion, second by Council Member Longacre to adopt Resolution No. 2025-01 appointing Mayor Jernigan as the alternate representative to the Mojave Desert Air Quality Management District (MDAQMD)

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake

Noes: None

Absent: None

Abstain: None

10. Adopt Resolution No. 2025-02 appointing a delegate and an alternate to represent the City of Needles at the Southern California Association of Governments (SCAG)

City Manager Martinez gave staff report.

Council engaged in minimal discussion.

Vice Mayor Campbell made a motion, second by Council Member Longacre to adopt Resolution No. 2025-02 appointing Mayor Jernigan as the delegate to represent the City of Needles at the Southern California Association of Governments (SCAG)

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake

Noes: None

Absent: None

Abstain: None

Council Member McCorkle made a motion, second by Vice Mayor Campbell to adopt Resolution No. 2025-02 appointing Council Member Pogue as the alternate to represent the City of Needles at the Southern California Association of Governments (SCAG)

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake

Noes: None

Absent: None  
Abstain: None

11. Adopt Resolution No. 2025-03 appointing a City of Needles representative and an alternate to San Bernardino County Transportation Authority (SBCTA)

City Manager Martinez gave staff report.

Council engaged in minimal discussion.

Vice Mayor Campbell made a motion, second by Council Member Pogue to adopt Resolution No. 2025-03 appointing Mayor Jernigan as the City of Needles representative to San Bernardino County Transportation Authority (SBCTA)

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

Council Member Pogue made a motion, second by Council Member McCorkle to adopt Resolution No. 2025-03 appointing Vice Mayor Campbell as the City of Needles alternate to San Bernardino County Transportation Authority (SBCTA)

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

12. Adopt Resolution No. 2025-04 appointing a City of Needles Director and alternates to the California Joint Powers Insurance Authority (CJPIA)

City Manager Martinez gave staff report.

Council engaged in minimal discussion.

Vice Mayor Campbell made a motion, second by Council Member Pogue to adopt Resolution 2025-04 appointing Council Member Belt as the City of Needles Director and Mayor Jernigan and Council Member McCorkle as alternates to the California Joint Powers Insurance Authority (CJPIA)

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

13. Adopt Resolution 2025-05 Mojave Desert and Mountain Integrated Waste Joint Powers Authority Board and Solid Waste Advisory Task-Force (SWAT) Two Year Appointments

City Manager Martinez gave staff report.

Council engaged in minimal discussion.

Vice Mayor Campbell made a motion, second by Council Member Pogue to adopt Resolution 2025-05 appointing Vice Mayor Campbell as the primary delegate and Council Member Pogue as the alternate to the Mojave Desert and Mountain Integrated Waste Joint Powers Authority Board and Solid Waste Advisory Task-Force (SWAT)

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

14. Resolution 2025-06 Appointing a Delegate and an Alternate for the League of California Cities Desert Mountain Division Meetings

City Manager Martinez gave staff report.

Council engaged in minimal discussion.

Council Member McCorkle made a motion, second by Council Member Longacre to adopt Resolution 2025-06 appointing Vice Mayor Campbell as the delegate and Mayor Jernigan as the alternate for the League of California Cities Desert Mountain Division Meetings.

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

15. Assign a member to the Budget Committee to fill the seat vacated by former Vice Mayor Kirsten Merritt.

City Manager Martinez gave staff report.

Council engaged in minimal discussion.

Council Member Longbrake made a motion, second by Council Member McCorkle to appoint Council Member Longacre to fill the seat vacated by former Vice Mayor Kirsten Merritt on the Budget Committee.

Motion carried by the following roll call vote:

Ayes: Council Member Longacre, Vice Mayor Campbell, Council Members McCorkle, Pogue, Belt, and Longbrake  
Noes: None  
Absent: None  
Abstain: None

**CITY ATTORNEY REPORT** - Deputy City Attorney Wade had nothing to report.

**CITY CLERK REPORT** - Given by Interim City Clerk Clark.

**CITY MANAGER REPORT** – Given by City Manager Martinez

**COUNCIL REQUESTS**

**Council Member Longacre** - Asked staff to look into getting a slurry truck; urged staff to get a jump on spring and keep the parks clean; suggested staff look into a Mobi-Mat as an alternative ADA solution for the Rodeo grounds; requested staff remove overgrown brush around town as a fire prevention measure; reported on damages in the flood control channels; asked about Cal-Trans graffiti coverup colors; asked about Military Mom's banners, urging staff to get them put up; suggested staff and council make a trip to Kingman to see their historic downtown district; asked for Sheriff to enforce parking restrictions and reported on possible revenue the city would get for issuing citations.

**Council Member McCorkle** - urged staff to address fire hazards and get RiverLux cleaned up; reminded everyone that residents should also participate in keeping our town clean; stated that housing rent needs to be reasonable.

**Vice Mayor Campbell** - Announced PVCC deadline for enrollment is January 17; reminded everyone to use the Needles Connect App; reported that Military Mom's has ordered some new banners and will be

putting all of them up once the new banners arrive; reported on League of California Cities event she attended with the Mayor.

**Council Member Pogue** - Complimented staff on painting the curbs red (no parking areas) around town; reports River Front Cafe has new owners and is being renovated; January 25 City Cleanup/Junk Removal; asked staff if DNR can help with coyote problem; asked about the status of the Denny's building and Riverlux.

**Council Member Belt** - Asked about getting the recreation center registration online; asked about planting winter rye grass in the parks; urged city to check fire hydrants.

**Council Member Longbrake** - reported the Westside Chevron is bringing in a Crispy Chicken; advocated for owners and urged city to be proactive with permitting process so local businesses can build and expand and get more people here; requested city staff look into the fire hydrant and city vehicle maintenance schedules; asked about the longevity of the sun canopies the city installed around town; reported the umbrella at Bob Belt Beach Park was shaking in the wind.

**Mayor Jernigan** - reported on the recent VASH grand opening at the former Sage Motel; January 18 cleanup on third street; Tri-State food drop off; urged city staff to be prepared in case of fires; reported the Route 66 Info fair has been cancelled due to a conflicting event; March 19 is the Resource Fair at El Garces; March 28 is Art in the Park and March 29 is the Craft Fair.

**ADJOURNMENT** - Mayor Jernigan adjourned the meeting at 8:53 PM

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Mayor Jernigan

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Interim City Clerk Clark

ORDINANCE NO. 671-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES,  
CALIFORNIA, AMENDING CHAPTER 15A OF THE  
NEEDLES MUNICIPAL CODE TO ADD SECTION 15A-7.3  
TO ESTABLISH REGULATIONS FOR THE USE OF THE GRAFFITI ART WALL

**WHEREAS**, the City Council of the City of Needles, California reviewed the proposed section 15A-7.3 of the Needles Municipal Code, entitled Splash Pad Area Regulations; and

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

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

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

**SECTION 3.** The City Council HEREBY APPROVE Ordinance 671-AC amending the Needles Code as follows:

Chapter 15A of the Needles Municipal Code is hereby amended to add section 15A-7.3 as follows:

**Sec. 15A-7.3 Graffiti Art Wall Rules** is hereby modified as follows:

The following regulations shall apply within the Graffiti Art Wall:

The Graffiti Art Wall is a safe space for expression, self-policed by City of Needles. The Graffiti Art Wall may be closed and removed if the City determines that these rules have not been followed.

1. Paint only on walls designated; do not paint on trees, sidewalks, monuments, equipment, structures, or buildings.
2. Respect the park and neighborhood. Paint is only permitted on the Graffiti Art Wall and nowhere else in the community.
3. Properly dispose of used paints and supplies in special bin provided by the City. Clean up after yourself, do not leave a mess and let's make this project work for everyone in the community.
4. Always be respectful of other artists, their expressions, ideas, and work. Keep it about the positivity. That means no hate speech, pornographic material, gang-related tags. Create ART not Vandalism.
5. Share this Space – This is a community "Graffiti Art Wall" and is to be used as a

learning tool. Paint your piece, take your photos, learn your lessons, and do not get upset when/if someone paints over your artwork.

The ideas and thoughts expressed on the Graffiti Art wall do not necessarily represent the residents of the City of Needles.

- a. Any person who damages the Graffiti Art Wall may be subject to civil or criminal citations and penalties.
- b. Any violation of any section herein shall be deemed to be an infraction and is punishable as such according to the provisions of the Needles Municipal Code and state or federal law.

**SECTION 4.** If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivision, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

**SECTION 5.** This action shall become final and effective thirty (30) days after this decision by the City Council as provided by the Needles City Code.

[Remainder of the page intentionally left blank.]

**SECTION 6.** The City Clerk shall certify to the adoption of this Ordinance.

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

**INTRODUCED AND READ** for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December 2024 by the following roll call vote:

AYES: Council Members Longacre, McCorkle, Campbell, Pogue, Belt, Longbrake  
NOES: None  
ABSENT: None  
ABSTAIN: None

  
Janet Jernigan, Mayor

(Seal)

ATTEST:   
Candace Clark, Interim City Clerk

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Needles, California, held on the 28th day of January 2025 by the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Janet Jernigan, Mayor

(Seal)

ATTEST: \_\_\_\_\_  
Candace Clark, Interim City Clerk

Approved as to form:

  
City Attorney John Pinkney





# City of Needles, California Request for City Council Action

CITY COUNCIL  NPUA

Regular  Special

**Meeting Date:** January 28, 2024

**Title:** Accept the work completed by Vance Corporation for the Phase IV-A Street Improvements Project and authorize the Notice of Completion.

**Background:** The Pavement Management Plan (PMP) is in the 4<sup>th</sup> year of the program with Phase IV-A recently constructed.

This phase included the paving of the following streets: Desnok Street, Cibola Street, F Street, E Street, Downey Street, Valley Street, Fourth Street, G Street and Grandview Ave.

The project and Change Order No. 1 were completed on November 15, 2024.

**Fiscal Impact:** The Base Bid and Change Order No. 1 for a total project cost of \$1,475,859.99 was funded under FY 2024 General Fund Public Works Street Improvements Fund.

**Environmental Impact:** N/A

**Recommended Action:** Accept the work completed by Vance Corporation for the Phase IV-A Street Improvements Project and authorize a NOTICE OF COMPLETION to record with the San Bernardino County Recorder's Office.

**Submitted By:** Kathy Raasch, Director of Development Services / Capital Projects

**City Manager Approval:**

Date:

1-23-25

**Other Department Approval (when required):**

Date:

1/23/25

Approved:  Not Approved:  Tabled:  Other:

RECORDING REQUESTED BY:

City of Needles  
817 Third Street  
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

**City of Needles**  
**817 Third Street**  
**Needles, CA 92363**

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

The full NAME of the OWNER is CITY OF NEEDLES

The ADDRESS of the OWNER is 817 THIRD STREET, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) Various Streets - City Right-a-Way

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

**Contractor's Name**

**Contractor's Address:**

VANCE CORPORATION

459 EGAN AVE, BEAUMONT, CA 92223

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 01/28/2025 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 11/15/2024

Improvements described as

**The PROJECT consists of: Grind and Pave of 2" thick asphalt with petromat, including full depth AC spot repairs, on the following streets as identified on Phase IV-A Street Improvements Project: Desnok Street, Cibola Street, F Street, E Street, Downey Street, Valley Street, Fourth Street, G Street, and Grandview Ave.**

I, Patrick J. Martinez am the  
*(Name of below signor)*

City Manager  
*(Owner, President, Authorized Agent, Partner, etc.)*

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

Date: 01/28/2025

Signature: \_\_\_\_\_  
*Patrick J. Martinez, City Manager, City of Needles*



# City of Needles, California Request for Commission Action

CITY COUNCIL    PARKS AND RECREATION

Regular    Special

**Meeting Date:** January 28, 2025

**Title:** Review and approve Parks & Recreation Commissions recommended changes to the Youth Sport Handbook

**Background:** The Parks & Recreation Commission met on January 20, 2025, to discuss amendments to the Youth Sports Handbook. Staff identified verbiage that was inadvertently omitted from the previous staff report approved to the City Council on October 8, 2024. Following discussion, the Commission voted unanimously to amend Page 1, specifically the 11th bullet. The Minute Action detailing this change is attached.

Proposed Amendment (Page 1, 11th Bullet):

**Addition:** 6th graders that play on a school sports team will be required to play in the 'A' Division **for League play** (A Division Basketball schedule is designed to accommodate the NMS games allowing players playing in both leagues to make games in each league.) **6<sup>th</sup> graders will be moved back down to the B Division (5<sup>th</sup> & 6<sup>th</sup>) for All- Star tournament play.**

**Fiscal Impact:** Minimal. Handbooks will be printed in-house.

**Critical Timeline:** All-Star ballots will be handed out the week of January 27, 2025.

**Environmental:** N/A

**Recommendation:** Approve the Parks & Recreation Commission's recommended changes to the Youth Sports Handbook.

**Submitted By:** Jennifer Valenzuela, Recreation Service Manager

**City Manager Approval:** Patrick J. Martinez

**Date:** 1/23/2025

**Other Department Approval (when required):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
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**PARKS & RECREATION COMMISSION**

**RECORD OF MINUTE ACTION**

CHAIR LONG MOVED, SECONDED BY COMMISSIONER CALDERON, to approve the recommended changes to the Youth Sports Handbook, with the addition to Page #1, 11<sup>th</sup> bullet. Motion carried by the following roll call vote:

AYES: CHAIR LONG, VICE CHAIR TORRES, COMMISSIONERS  
WILLIS, CALDERON AND MCANDREWS.  
NOES: NONE  
ABSENT: COMMISSIONER PLETCHER AND COMMISSIONER  
MELVIN

I, Jennifer Valenzuela, Recreation Service Manager, hereby certify that the foregoing is a true and correct copy of the official action taken at the regular meeting of the Parks & Recreation Commission of the City of Needles, California, held on the 20th day of January, 2025.

*Jennifer Valenzuela*

\_\_\_\_\_  
Jennifer Valenzuela, Recreation Service Manager  
Parks & Recreation Commission

Dated: January 20, 2025

# City of Needles

## Youth Sports

### Handbook

**Adopted 10/2024**





# Welcome

Welcome to the City of Needles Youth Sports programs! We sincerely hope that you will find your participation in our leagues to be rewarding and, most of all, a positive experience for all of the kids.

Youth sports programs present a unique opportunity for adults to help shape the life-long skills and attitudes about sports. We all remember coaches that stand out as good teachers, supportive friends, and positive role models.

This handbook was created to help ensure that our young people remember our programs as a positive experience in their life. We want them all to have fun as we continue to reinforce such values as teamwork, sportsmanship, fitness, cooperation and respect. While we recognize that competition is a key component of sports, our programs are designed to be about much more than winning a game, making an all-star team, or having an undefeated season.

We thank you for giving your time and energy to help Needles' kids. The success of the program depends on the commitment of parents, coaches, officials and others to cooperate in creating a positive experience for each player. This handbook creates the framework for that commitment.

Thanks again for your participation in our Youth Sports program. Please feel free to share your ideas for improvement with our Recreation Department staff.

The City of Needles' Recreation Division Mission Statement:

*The Mission of the Needles Parks and Recreation Department is to enhance the quality of life for all residents of the community by striving to maintain a variety of programs, services and activities that increase the social, physical and cultural growth and development of our citizenry.*

The following objectives are designed to fulfill  
the Youth Sports Mission Statement:

- *To offer every participant the opportunity to learn the fundamental skills associated with each sport*
- *To emphasize the lifelong benefits of physical fitness and good sportsmanship, and to de-emphasize the importance of winning and losing*
- *To ensure a safe, drug-free atmosphere for games and practices*
- *To promote equal and fair treatment of every participant regardless of skill level, race, socioeconomic status, sex, creed, or physical ability*
- *To ensure all staff, volunteer coaches, and officials are adequately trained*
- *To expect and ensure good sportsmanship and fair play at all times*



## Why is This Handbook Necessary?

This handbook was developed to formalize how the City of Needles youth sports leagues are conducted. With the many components and factors involved in the administration and implementation of the youth sports leagues, it is necessary to standardize the process in writing. More specifically, it is designed to:

- *Standardize the process in the way youth sports are conducted*
- *Explain how leagues are organized and conducted*
- *Define expectations of coaches, parents, players and officials*
- *Better train our coaches and officials. Ensure a positive experience for all participant*

**I. YOUTH SPORTS PHILOSOPHY** — The City of Needles youth sports programs are designed to provide children with the opportunity to experience sports in a structured, wholesome environment. Participation in athletics plays a valuable role in the development of our children. Aspects of teamwork, dedication, discipline, physical fitness, self-esteem and fair play all contribute to the overall growth and maturation of young people. It is our goal to conduct programs such as basketball, flag football and volleyball to accomplish these objectives.

■ To help implement this philosophy, the City of Needles has adopted standards dedicated to improving out-of-school youth sports by raising awareness through leadership, education and advocacy. The standards are as follows:

1. Proper Sports Environment — Parents must consider and carefully choose the proper sports environment for their child, including the appropriate age and development for participation, the type of sport, the rules of the sport, the age range of the participants, and the proper level of physical, social and educational well-being of children.
2. Programs based on the Well-Being of Children — Parents must select youth sports programs that are developed and organized to enhance the emotional, physical, social and educational well-being of children.
3. Drug, Tobacco & Alcohol-Free Environment — Parents must encourage a drug, tobacco and alcohol-free environment for their children.
4. Part of a Child's Life — Parents must recognize that youth sports are only a small part of a child's life.
5. Parent's Active Role — Parents must make a serious effort to take an active role in the youth sports experience of their child providing positive support as a spectator, coach, league administrator and/or caring parent.
6. Positive Role Models — Parents must be a positive role model, exhibiting sportsmanlike behavior at games, practices and home, while also giving positive reinforcement to their child and support of their child's coaches.
7. Parental Commitment — Parents must demonstrate their commitment to their child's youth sports experience by annually signing the Parent's Code of Ethics Pledge.
8. Safe Playing Equipment — Parents must insist on safe playing facilities, healthful playing situations and proper first aid applications, should the need arise.
9. Equal Play Opportunity — Parents, coaches, and league administrators must provide equal sports play opportunity for all youth regardless of race, creed, sex, economic status or ability.
10. Drug, Tobacco & Alcohol-Free Adults — Parents as coaches, fans and league administrators must be drug, tobacco and alcohol-free at youth league sporting events.

## II. GENERAL LEAGUE PROCEDURES

### a. Season Information:

- Basketball runs December through February (regular season), with tournament play in March.
  - Pee Wee Basketball is conducted in June/July
  - Pee Wee Soccer is conducted in October/November
  - Volleyball is conducted in October/November
  - Football is conducted in October/November
  - The season lengths depend on the number of teams, but generally are 6 to 10 weeks long, (Pee Wee Basketball is the only exception). There are a maximum number of teams that each league can sustain due to facility and time constraints.
  
  - The City of Needles youth sports leagues are divided by age and/or grade. The year of birth will determine eligibility. Divisions A, B and C are SCMAF guidelines. Combined Divisions and Pee Wee Divisions are modified to accommodate CITY OF NEEDLES league guidelines.
    - **Division A** (7<sup>th</sup> & 8<sup>th</sup> & 6<sup>th</sup> grade in middle school sports) – **Born in 2010 or 2011**  
Players who are born in 2010 or 2011 and players born in 2009 and in a grade no higher than 8<sup>th</sup> are eligible.
    - **Division B** (5<sup>th</sup> & 6<sup>th</sup> grades) – **Born in 2012 or 2013**  
Players who are born in 2012 or 2013 and players born in 2011 and in a grade no higher than 6<sup>th</sup> are eligible.
    - **Division C** (3<sup>rd</sup> & 4<sup>th</sup> grades) – **Born in 2014 or 2015**  
Players who are born in 2014 or 2015 and players born in 2013 and in a grade no higher than 4<sup>th</sup> are eligible.
    - **Combined Division** (3<sup>rd</sup> – 6<sup>th</sup> grades) – **Born in 2011 – 2015** (Volleyball only)  
Players who are born in 2012, 2013, 2014 or 2015 and players born in 2011 and in a grade no higher than 6<sup>th</sup> are eligible.
    - **Pee Wee Age:** 6 – 7 year olds (Have not reached 8<sup>th</sup> birthday by July 1<sup>st</sup>)
    - **Jr. Pee Wee Age:** 3 – 5 year olds (Have not reached 6<sup>th</sup> birthday by July 1<sup>st</sup>)
  
  - Boys and girls may play one division above their listed age division. Participants may play in only one Recreation division in a season.
  
  - The CITY OF NEEDLES generally offers A, B and C Divisions in Basketball and C Division in Football.
  
  - Players are not allowed to play up or down a division without approval by the CITY OF NEEDLES League Director.
  
  - All 6<sup>th</sup> graders that play on a Middle School sports team will be required to play in the A Division for league play.
- b. **Facilities** – The CITY OF NEEDLES may secure facilities for practices and games, and will provide scheduled practice times for leagues using the gym. Additional parks, schools, and recreational facilities throughout the community may be used by coaches for additional practices. *Smoking is not allowed within 20 feet of main entrances, exits and operable windows of public buildings (California Government Code 7596-7598).*
- The locations of the facilities below are shown on a map in Appendix F
    - **Basketball** may use the CITY OF NEEDLES Recreation Center gymnasium for games and practices

- **Football** may use Duke Watkins Field.
  - **Volleyball** may use the CITY OF NEEDLES Recreation Center gymnasium for practice and games.
  - **Pee Wee Basketball** may use the CITY OF NEEDLES Recreation Center gymnasium for practice and games.
  - **Pee Wee Soccer** may use Duke Watkins Field & Franz Flowers Field for practice and games.
- c. **Practices** – The CITY OF NEEDLES allows two 1-hour practices each week for every team in its youth sports leagues. Practice schedules are posted weekly at 8:00 AM on Mondays. Practice times are reserved on a first-come first-serve basis.
- Coaches will be given a *Practice Record* sheet to document practice dates and times, and player attendance.
  - Players are to be excused from practices if there are parental requests for church, school, and other family activities. Any requests from parents will be noted on the Practice Record.
  - Practices are primarily held on weeknights, but may be held on weekends and holidays.
  - **Basketball** – *Scheduled* practices are held in CITY OF NEEDLES Recreation Center gymnasium. Each team is assigned half-court to use. Coaches may use the full court if it is available. All-star practices are all full-court and will be held in the CITY OF NEEDLES Recreation Center gymnasium.
  - **Football** – All practices are outdoors, and scheduled where space is available, including softball fields, soccer field and school fields. Space and availability must be worked out between football coaches and coaches of the other sports leagues.
  - **Volleyball** – *Scheduled* practices are held in CITY OF NEEDLES Recreation Center gymnasium. Each team is assigned half-court to use. Coaches will work together to practice full-court drills when two teams are represented.
  - **Pee Wee Basketball** - *Scheduled* practices are held in CITY OF NEEDLES Recreation Center gymnasium. Each team is assigned half-court to use. Coaches may use the full court if it is available.
- d. **Games**
- All games are generally scheduled weeknights, Monday through Thursday (Soccer games will be played on Saturdays). Occasionally, Friday night or Saturday games are necessary. In addition, teams may play double headers. Practices may be cancelled to allow for additional games.
  - Any game may be cancelled due to inclement weather or other reasons made by the CITY OF NEEDLES staff. Cancelled games may or may not be rescheduled due to time constraints, facility use conflicts, or other reasons.
  - All game schedules are created based on the number of teams with the intent to give each team approximately 8 to 10 games.
    - **Basketball** - Regular season Youth Basketball games will be played at CITY OF NEEDLES Recreation Center gymnasium. Needles Spring Classic Tournament Games will be played at CITY OF NEEDLES Recreation Center gymnasium and as needed, the Needles High School gymnasium, and the Fort Mohave Tribal gymnasium.
    - **Flag Football** games will be played on Duke Watkins Park Field.

- *Volleyball* games will be played at the CITY OF NEEDLES Recreation Center gymnasium.
  - *Pee Wee Basketball* games will be played at the CITY OF NEEDLES Recreation Center gymnasium.
  - *Pee Wee Soccer* games will be played at the Franz Flowers Field.
  
- e. **Uniforms** – All participants will receive a jersey to wear for the duration of the game and to be returned to the head score table immediately after the game.
  - Parents are responsible for any other apparel or personal equipment required for the sport.
  - The jerseys are distributed by the coaches prior to the start of the game.
  - Jerseys are to be distributed by the size listed on the registration form.
  
- f. **Awards** – Each player will receive a participation medal at the end-of-season award ceremony. The CITY OF NEEDLES does not award trophies based on league standings. Trophies will be given to the 1<sup>st</sup> place teams in the end of season tournaments for Flag Football and Volleyball only.
  
- g. **Player Evaluation – Basketball and Flag Football:** The CITY OF NEEDLES will hold a player evaluation session for coaches to assess players’ skill levels. All players will be encouraged to attend the session to help maintain equality between teams.
  - Players are identified by numbers. These numbers are pinned to their shirts.
  - One half of the court/field will be used for skill demonstrations, while the remaining space will be used by CITY OF NEEDLES staff to organize players into groups.
  - CITY OF NEEDLES staff will give each group instructions to perform drills.
  - The coaches will receive a clipboard with evaluation sheets and will be on the skill demonstration side. Players are to be evaluated on a scale from 1 to 5, with 1 being high skills and 5 being low skills.
  - Once a group is evaluated by all the coaches, the group is dismissed, and the players may leave. Coaches will return their clipboard and evaluation sheets to staff at the conclusion of their division’s evaluation and may leave.
  - The scores from the evaluation sheets will be averaged and compiled by the CITY OF NEEDLES staff to create the pick sheets used for team selection.
  
- h. **Team Picks** – The CITY OF NEEDLES will hold a meeting for each division to select teams. Youth basketball teams can have a **maximum of 10 players** and youth flag football teams can have a **maximum of 12 players**. To ensure a high quality of instruction, the CITY OF NEEDLES will try to limit basketball teams to 7-8 players and flag football teams to 10-12 players.
  - Head coaches will attend team picks. Assistant coaches will not be picked until after the draft. Players and parents are not part of the selection.
  - The picking order is determined by random number drawing. When picking order is established, each round will begin with #1 being allowed to pick first, then #2, #3, etc. This system is ongoing until all the rated players on the pick sheet have been selected.
  - Picking begins with the highest rated players and then in descending order (1, 2 ...5) order. The head coach automatically selects their own child. If the head coaches’ child is in the current rating being picked, then they are the team’s first pick for that rating. All same division returning all-stars will be assigned the highest rating. All returning all-stars from the lower division go into the regular draft along with players of the same ranking.
  - Coaches that pick a player with a “sibling” must also select the player’s sibling in their respective rating, and the coach will lose one pick in that ranking.
  - Players who do not attend player evaluations will not receive a rating before picks. Coaches will decide at the meeting a rating for each non-rated player from discussion. In the event of indecision CITY OF NEEDLES staff will determine ranking. The player will then be included in his or her rating group (this is done before the drawing for selection order is done).
  - Before picks begin, the CITY OF NEEDLES will provide the necessary information if a parent has requested that a child “not” be placed with a particular coach.
  - Coaches ***may not*** recruit their own players.

- Teams may or may not have equal amount of players.
  - Late signups will be placed on teams by the CITY OF NEEDLES until all rosters are full. Consideration will be given first to a team who has lost a player or less players than other teams. Team colors will be picked by coaches. If two coaches request the same color, then they will draw from a hat.
- i. **Coaches and Helpers** – Each team can have a maximum of two coaches.
- A “helper” is an adult that is not a coach. Helpers are not to be considered as coaches, do not sit on the team bench, call plays, or make any other coaching decisions.
  - If a coach is no longer able to coach and a replacement is needed, then the CITY OF NEEDLES staff will find a replacement, and if necessary, designate a staff member temporarily.
- j. **Code of Ethics Pledge** – All coaches, parents, officials and players will be required to review, understand, and abide by a Code of Ethics. A signature is required on the appropriate pledge, except for participants. These pledges are attached to their respective forms.
- The CITY OF NEEDLES prohibits the use of alcohol, illegal substances and/or tobacco by coaches, league administrators, game officials, parents, and staff at all youth sports events.
- k. **Inclusion** – Kids with disabilities are “children first and foremost” with the same dreams and aspirations as other kids. The only difference is that they happen to have a condition that may affect some of their abilities and skills.
- Including all kids with disabilities in activities with their able-bodied peers is a concept and major guiding principle of the Americans with Disabilities Act (ADA). This federal law provides an opportunity to truly welcome all children into youth sports.
  - The law requires reasonable accommodations to help a child participate and enjoy the benefits all kids get from participation in youth sports.
  - The CITY OF NEEDLES may change rules, policies and procedures, remove architectural, communication, and transportation barriers, and provide auxiliary aids and people to help accommodate kids with disabilities in its youth sports programs.
- l. **Discrimination** – The CITY OF NEEDLES adheres to Title VII of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, religion, sex, and national origin.
- Other federal and state laws, such as the Age Discrimination Act of 1975 and the Americans with Disabilities Act of 1990, prohibit further types of discrimination or harassment.
- m. **Sponsors** – The CITY OF NEEDLES accepts sponsorships from businesses and organizations in or beyond Needles. These sponsorships help offset the overall expenses for the youth sports leagues. The sponsor fee per team is approved by the Recreation Commission and City Council and is subject to change.
- When a business chooses to sponsor a team, they may select a particular team, or division.
  - Businesses that provide a sponsorship will have their business name displayed on a banner inside the gym, a game schedule, a roster of the team’s players, recognition in the local newspaper, and a “thank you” award.
- n. **Equipment** – The CITY OF NEEDLES will use high quality balls for games only and will provide each coach a practice ball. Sizes vary by division. Flag football coaches will receive flags in addition to a practice ball. All equipment checked out to coaches must be returned at the end of the season.
- Youth basketball ball sizes are as follows:
    - 30” Official A and B Division Boys
    - 28.5 Intermediate B Division Girls, C Division Boys & Girls
    - 27.5 Junior Pee Wee Coed
  - Youth flag football ball sizes are as follows:
    - Size 4 Intermediate/Youth B Division Coed
    - Size 3 Junior C Division Coed
- o. **Emergency Planning**

- Accidents/Injuries – In the event of an accident or injury at a game, a First Aid/CPR certified CITY OF NEEDLES staff will be on duty to administer basic First Aid or CPR if necessary. A first Aid kit will be available. Staff on duty will call 911 if necessary, inform the League Director, and complete an accident report.
  - Physical Conditions – At the time of registering for the league, information will be obtained from the parent or guardian about the participant’s physical condition, physicians, and emergency contacts. Parents must list vital statistics about the child, including allergies, current medications, etc. A copy of this confidential information will be kept on file by the CITY OF NEEDLES.
  - Inclement Weather – In the event of inclement weather (lightning, snow, ice, rain, high winds, earthquakes, etc.) that may impede a youth sports league game, the CITY OF NEEDLES staff assigned to that activity shall contact the League Director immediately to decide on whether to cancel that activity or to continue. If the League Director cannot be reached, the CITY OF NEEDLES staff on duty shall decide based on the situation.
  - Other Occurrences – When other emergency situations occur at a CITY OF NEEDLES youth sports activity that is non weather related (for example: facility damage, power outage, bomb threats, fights), similar procedures will follow as used under inclement weather conditions. Depending on the situation, it may be necessary to call 911 or the Sheriff’s Department dispatch at 760-326-9200, prior to contacting the League Director.
  - Emergency Vehicles – If a designated area for emergency vehicles does not currently exist at a facility where a youth sports activity is being conducted, the League Director will determine the best access. Traffic cones will be set up by the CITY OF NEEDLES staff as needed.
- p. **Transportation** –
- Participants not picked up on time – Coaches are expected to stay with players until they are picked up after a practice, game or any other activity related to the league.
    - Coaches are expected to call the parent or adult responsible for transportation when five minutes has elapsed past the schedule time of departure from the activity.
    - When ten minutes has elapsed, and the coach has either not been able to reach the parent or has determined that the parent will not arrive for another 20 minutes or longer, a phone call to the League Director will follow.
    - The League Director will decide regarding the best course of action. The cell number of the League Director is (760) 221-1220.
- q. **Child Abuse** - If maltreatment of a child is reasonably suspected, a report should be made with Child Protective Services (760) 326-0342 or 24-Hour Hotline at (800) 827-8724. If immediate assistance is required, call the Sheriff’s dispatch number at (760) 326-9200 or 911 if there is an emergency.
- Before filing a report, it is important to speak with the League Director or League Coordinator.
  - There are four types of abuse to be aware of:
    1. **Emotional** – This is a pattern of behavior that attacks a child’s emotional development and sense of self worth. Examples include constant criticizing, belittling, insulting, rejection and providing no love, guidance or support. Emotional abuse is sometimes referred to as verbal abuse or mental abuse.
    2. **Sexual** – This is the exploitation of a child for the sexual gratification of an adult. It may range from exhibitionism and fondling to intercourse or use of a child in the production of pornographic materials.
    3. **Physical** – This is non-accidental physical injury which is inflicted by another person and may include severe beating, burns, human bites, strangulation, or immersion in scalding water, with bruises and welts, broken bones, scars or serious internal injuries resulting.
    4. **Neglect** – This is the withholding of, or failure to provide a child with the basic necessities of life: food, clothing, shelter, medical care, attention to hygiene, or supervision needed for optimal physical growth and development.
- r. **All-Stars** - The CITY OF NEEDLES will select all-star teams for C, B and A Divisions for boys and girls in youth basketball only. All teams will represent Needles in the Spring Classic Tournament sponsored by City of Needles Recreation and attend two/three additional All-Star tournaments.
- Basketball all-star competition is generally conducted in March.

- The CITY OF NEEDLES will support the all-star teams for participation in the listed tournaments. Support includes practice facilities, registration fees, uniforms and all required paperwork. Parents will be required to pay a one-time All-Star Player fee of \$25 for registration fee into one tournament listed. The CITY OF NEEDLES has jerseys available for all-star use but must be returned after competition.
- All-star coaches may participate in additional tournaments, but the CITY OF NEEDLES is unable to provide trip funding or registration fees.
- The CITY OF NEEDLES prohibits league coaches from forming additional all-star teams consisting of league players to participate in any all-star tournament following the regular Basketball season (Dec – Mar). The CITY OF NEEDLES will select a second all-star team from the players not picked to participate in the Needles Spring Classic Tournament only if applicable.

**1. Selection of All-star players -**

- Coaches will receive an all-star player ballot two weeks prior to the end of the season. Each division will have a separate ballot with the names of all players listed on the ballot. Coaches may nominate any number of players from any team in their division, not to exceed ten players' total. The ballot must be signed by the coach, or their vote is invalid. This constitutes the FIRST BALLOT. (Note: The Recreation Staff will collectively cast one vote for a 10-person team on the first ballot only).
- An all-star selection meeting will be held for each division. The CITY OF NEEDLES requests all division coaches participate in all-star selection. An assistant coach may attend the selection meeting if the coach is unavailable.
- At the all-star selection meeting, and in the presence of all coaches, ballots will be collected and votes tallied and displayed for all to see. Coaches who cannot attend the meeting and will not have an assistant coach represent them, must turn their ballot in to the League Director or the League Coordinator prior to the meeting. Their vote will be cast on the FIRST BALLOT only.
- If ten all-stars are not selected on the first ballot, a second ballot will be given to all coaches present. This ballot must also be signed to be valid. This constitutes the SECOND BALLOT.
- If ten all-stars are not selected on the second ballot, another ballot will be given to all coaches present. This constitutes the THIRD AND FINAL BALLOT.
- If players are still locked in a tie following the third ballot, the final selection will be made by the League Director and League Coordinator.

**2. Selection of All-star coaches -**

Head Coaches who are interested in being selected as an All-Star Coach must put a letter of interest into the Recreation Director no later than February 1<sup>st</sup> of that season. The Recreation Director will make a decision based on criteria in the coaching section under Code of Ethics and Conduct and their season performance. Then the Recreation Director will take his/her recommendation to the Park & Recreation Commission for final approval. A coach's letter of interest will only be accepted for the division (C/B/A & Boys/Girls) that they coached in for that season.

**III. COACHES SECTION**

**a. Screening Process – All prospective coaches will be required to:**

1. Be at least 18 years of age (or younger by approval of League Director).
2. Complete a youth sports coaches' application
3. Pass a criminal background check and fingerprinted (California Department of Justice) yearly
4. At a minimum, any person who is known to have been convicted of any of the offenses listed in group 'A', (see attachment) warrants exclusion from being a volunteer in any City of Needles youth sports programs. Any offenses listed in group 'B', (see attachment) has an established time frame of the conviction being within the last 5 years. If conviction is within the last 5 years, it can be appealed in front of the Park & Recreation Commission. This list of offenses is not intended to be an exhaustive list. The City of Needles Park & Recreation Commission may exclude any person from volunteering for any other offense that is deemed appropriately related to these issues.

**b. Team Activities – A coach or assistant coach must be present at all team meetings, practices, games, and any other team activities, including team pictures. If a coach or an assistant cannot be present at any of the**



aforementioned activities, he/she must notify the League Coordinator right away so alternative arrangements can be made.

- c. **Code of Conduct Enforcement** – The CITY OF NEEDLES firmly believes that for the sports experience to be positive, safe and a learning experience for youth, volunteer coaches must be trained and held accountable for their behavior when working with and around children. Every CITY OF NEEDLES coach is required to sign and adhere to a Coaches’ Code of Ethics Pledge. The Code of Conduct has been developed to help explain how each of the standards of the Code of Ethics should be manifested in the actions and behaviors of a volunteer coach.
- It is the duty of the CITY OF NEEDLES to respond to complaints lodged against a coach that has allegedly violated the Code of Ethics. This is accomplished by submitting the complaint to the Parks and Recreation commission for the purpose of hearing complaints and determining what, if any, action should be taken towards correcting the coach’s behavior.
  - Suggested committee members may include the Chapter Director, members (s) of the Recreation Commission (that are not involved in the same league as the coach in question), League Director, League Coordinator, coaches or chapter directors from a totally different community that understand the Code of Ethics. Again, impartiality is essential when selecting the review committee.
  - In order to provide the Park and Recreation commission the flexibility to take appropriate action when a coach is found to have violated the Coaches’ Code of Ethics, a range of possible commission actions has been developed to accompany the Code of Conduct.
  - Possible actions include:
    - WARNING TO AND/OR APOLOGY FROM THE COACH
    - PROBATION
    - ONE GAME SUSPENSION
    - MULTIPLE GAME SUSPENSIONS
    - SEASON SUSPENSION
    - PERMANENT REVOCATION OF CERTIFICATION
  - The specific response of the commission may include terms and conditions supplementing one or more of the listed sanctions. When reviewing a complaint and deciding what action is the most appropriate in a given situation, the commission must take into consideration various extenuating circumstances.
  - Factors that might suggest a more lenient sanction include:
    - First offense
    - Remorse
    - Apparent desire to reform
    - Other good coaching attributes
    - Dedication to youth sports
  - Factors that might suggest a harsher sanction include:
    - Child endangerment
    - Violation of law
    - Prior complaints/review action
    - Lack of remorse
    - Number of ethics standards violated
    - Breach of duties as a role model
    - Extraordinarily poor judgment around children
- f. **Recruitment** – Coaches are accepted on a first-come, first-serve basis. Coaching applications will not be accepted prior to the first day of league registration. If additional coaches are needed CITY OF NEEDLES issues news releases in local paper, and places announcements on its’ event calendar at the Recreation Center.
- g. **Recognition** – In general, coaches will be recognized at the end of the season.
- h. **Complaint Against a Coach Procedure** – When the CITY OF NEEDLES receives a complaint about a youth sports coach, they will:

1. Invite the coach to attend a meeting to address the complaint and to offer his/her side of the incident.
2. The Parks and Recreation commission will determine the severity of the situation and whether or not the affected coach has violated the expected behaviors outlined under each of the canons of the Code of Ethics Pledge that comprise the Code of Conduct.
3. Upon majority vote, the Commission has the authority to enforce the appropriate range of disciplinary actions outlined in Section III D. The League Director is to report in brief, the nature of the complaint, the Commission findings, and the sanction applied to the coach.

#### IV. PARENTS SECTION

- a. **Reminder** – Children that participate in youth sports can experience life-long positive benefits. The CITY OF NEEDLES offers youth sports to help promote these positive gains for its youth. Your role as the parent is critical with the success of the program. Please remember that these programs are offered for kids, and not the adults.
- b. **Playing Time** - Each player will play a minimum amount of each game as specified for each league. Substitutions may be called for the sole purpose of meeting the minimum play rule. There are exceptions to this rule. At the discretion of the coach and approval by the League Director or League Coordinator, your child may not be allowed to participate if he/she has not attended practices, is ill and/or contagious, has displayed a poor attitude, etc.
- c. **Playing Equipment** – The CITY OF NEEDLES youth sports leagues do not require any sport specific equipment for participation. However, black-soled shoes that leave scuff marks on the gym floor are prohibited. CITY OF NEEDLES staff does recommend court/field appropriate footwear for safety.
- d. **Corrective Action Policy** – It is the philosophy of the CITY OF NEEDLES that parents should not spoil the experience of participation in youth sports for the children. Furthermore, the CITY OF NEEDLES will not punish a child for the actions of his or her parent(s). Parents who do not follow the Code of Ethics may be subject to a Corrective Action Policy listed below.
  - These guidelines are not absolute in dealing with behavioral problems. Severe situations could warrant harsher sanctions.
    1. Verbal Warning – The coach will discuss inappropriate conduct with parents and emphasize that such behavior will not be tolerated. The coach will document this conversation and provide a copy to the League Director.
    2. Written Warning – The coach or official will notify the League Director of continued misconduct and the League Director will request a meeting to discuss actions and the proper behavior. Furthermore, a formal letter of reprimand may be given to the parent(s) stating that the next offense may lead to the parent being suspended from the sporting event venue for a period of 1 (one) or more games.
    3. Game Suspension – League will suspend the parent from attending the next scheduled contest and another letter will be given to parent(s) stating that the next offense may lead to parent being banned from all future league activities.
    4. Season Suspension – The parent(s) will be suspended from attend all league contests after a 4<sup>th</sup> offense. The parent(s) will need to make a formal request to be re-instated into this league. The parent(s) will then be required to meet with the League Director prior to the start of the next youth sport season to determine if the parent(s) can behave within the spirit and letter of the guidelines of the program.

#### V. PARTICIPANTS SECTION

- a. **Reminder** – By participating in youth sports you have the opportunity to not only learn fundamental sports skills, but also life lessons. Appropriate behaviors and choices are important to the success of your growth. Please remember that these programs are offered to develop your skills, practice good sportsmanship, and to have fun.

- b. **Corrective Action Policy** – Players who fail to adhere to the Code of Conduct may be subject to disciplinary action. Therefore, the CITY OF NEEDLES has instituted a Corrective Action Policy to establish appropriate consequences for inappropriate behavior.
- These guidelines are not absolute in dealing with behavioral problems. Severe situations could warrant harsher sanctions.
1. Verbal Warning – Coach will discuss inappropriate conduct with player and parents and emphasize that this behavior will not be tolerated. Coach will document this discussion and provide a copy to the League Director.
  2. Period Suspension – Coach will bench the offending player for 1 period of time during a game when he/she should be playing. Coach will inform the League Director or League Coordinator of the problem and why the child is sitting out 1 period of the game.
  3. Game Suspension – Coach will bench the offending player for 1 entire game when he/she should be playing. Coach will inform the League Director or League Coordinator of the 3<sup>rd</sup> offense; at which time the player and the parent(s) must attend a meeting with the Coach and League Director before the player is allowed to resume playing. The player will be warned that the next offense could result in his/her expulsion from the league.
  4. League Expulsion – The participant on the 4<sup>th</sup> offense may be expelled from the league and no refund will be given. The parent will need to make a formal request to be reinstated into this league. The player and parent(s) will next meet with the League Director and the League Coordinator prior to the start of the next youth sports season to determine if the child is capable of playing within the guidelines of this program.

## VI. PARTICIPANTS SECTION

- a. **Screening Process** – All prospective officials will be required to:
1. Be at least 14 years of age
  2. Complete a youth sports officials application
  3. Pass a criminal background check (adults only)
- b. **Evaluation Procedures** – Officials will be observed throughout the season by the CITY OF NEEDLES staff. The observations focus on, but are not limited to the officials’ mechanics, positioning, leadership, attitude, professionalism, attire, demeanor, and punctuality.
- c. **Corrective Action Policy** – In the event that an official has committed an infraction of varying degree, CITY OF NEEDLES staff will address the infraction.
- The consequence, if any, will depend on the infraction, the official’s history, and anything else deemed relevant by the CITY OF NEEDLES staff.
  - Corrective actions can be a verbal warning, reduction of scheduled games, suspension, and/or contract termination.
  - Any correction actions taken will be noted on the officials evaluation form.
- d. **Recruitment** – The CITY OF NEEDLES issues news releases to the general public, and places announcements in its event guide regarding the need for officials.
- The CITY OF NEEDLES will compile an ongoing mailing list of officials to be used before each season for recruitment.
- e. **Pay Policies** – The CITY OF NEEDLES pays youth sports officials by a pay scale that’s broken down by division relative to each sport.
- The following pay scale will apply during the 2024-2025 season:

- C - A Division Basketball- \$16/game and Flag Football - \$16.00/Game, Head Official \$20/Game
  - Pee Wee League is provided by staff
  - Officials will be paid on Friday of each week for the games they officiated the previous week.
- f. **Scheduling** – Any changes in official assignments need to be noted on the referee schedule in at least one of the scorekeeper notebooks.
- If an official is late to an assignment, then a “fill in” official will start the game and receive pay for the game. The originally scheduled official will lose the assignment and pay.
  - If an official is late due to a prior assignment finishing late, then both officials (“fill in” and original) will receive pay for that game.
  - If an official has a sudden emergency, he/she needs to contact the League Director or League Coordinator as soon as possible to ensure proper coverage.

**APPENDIX A**  
**SPORT SPECIFIC RULES**

**City of Needles**  
**Youth Basketball League Rules**

These rules and regulations are established to govern league play for the City of Needles, which is a Southern Municipal Athletic Federation (SCMAF) participating agency. The League Director will have jurisdiction over all rules and regulations to govern any youth Basketball rules herein not covered. The decision of the league shall be final. With the exception of the following modifications, the National Federation Basketball rules shall govern league play.

**I) Rules**

- A. Timeouts: 2 per half and 1 per overtime period. Timeouts are one minute in length, and do not carry over.
- B. Overtime: 2 minutes regulation clock. (If still a tie after 1 overtime, game ends in a tie).
- C. In the 3 – 7 year old divisions there will be no score kept at the games. In the 8-9 and 10-11 year old divisions, no team can be more than 20 points ahead at any given time. If a team is ahead by 20 points or more they may continue to score, but the score will not be recorded until the opposing team is once again within 20 points.
- D. There shall be 1 minute between quarters and 3 minutes between halves.
- E. The bonus rule (1+1) shall be in effect on the 7<sup>th</sup> team foul in each half and two shots on and after the 10<sup>th</sup> foul in each half.
- F. Each team must begin the game with 4 registered players. Both teams will play with equal amount of players for the start of the game. If the fifth player shows up, then the opposing team may play with 5 players. Teams having less than 4 players at scheduled game time will be subject to forfeiting the game to the opposing team.
- G. If a team experiences a reduction in the number of players during the course of a game, the opposing team is not required to reduce their number of players. A team may continue to play in the game with no less than three players as long as they are still competitive (decision will be made by CITY OF NEEDLES staff).
- H. The designated coach’s box is the area in front of the team, between the ends of the bench. Only one coach may stand at any time.

**II) Regulations**

**3 – 7 year olds – Pee Wee**

- **Pee Wee Age:** 6 – 7 year olds (Have not reached 8<sup>th</sup> birthday by July 1<sup>st</sup>)
  - **Jr. Pee Wee Age:** 3 – 5 year olds (Have not reached 6<sup>th</sup> birthday by July 1<sup>st</sup>)
- A. This division is designed to be a basketball introduction league. There will be no score kept in either division.
  - B. A Junior size basketball is used (27.5”)
  - C. Time: 6 minute running clock for Pee Wee. 4 minute running clock for Jr. Pee Wee.

- D. No backcourt press once the offense is in possession of the ball. Defensive players must stay inside the three point line until the ball crosses it. A “free shot zone” will be set up between the free throw line, volleyball line and the two sides of the key.
- E. The 3-point shot *will not* be used.
- F. Fouls will be called, but not marked down. If a player continues to excessively foul, he/she may be asked to sit out. There are no shooting fouls in this division.
- G. When a violation occurs, play will be stopped, the official will instruct the player(s) if needed, and play will then resume with no change in possession. The exception to this rule is any out of bounds violations.
- H. Pee Wee: Each player must play a minimum of 2 quarters. Jr. Pee Wee: No minimum play required.
- I. There will be no league tournament in Jr. Pee Wee or Pee Wee Basketball.

**C Division** (3<sup>rd</sup> & 4<sup>th</sup> grades) – **Born in 2014 or 2015**

Players who are born in 2014 or 2015 and players born in 2013 and in a grade no higher than 4<sup>th</sup> are eligible.

- A. This division is designed to be a basketball developmental league.
- B. Girls official size (28.5) basketball for both boys and girls
- C. Time: 8 minute running clock. Stop clock will be used for the last 2 minutes of the 2<sup>nd</sup> and 4<sup>th</sup> quarters, unless a team is ahead by 20 points.
- D. The 3-point shot *will not* be used.
- E. The free throw line shall be marked at 11 feet for girls and boys
- F. A 5 second key violation will be in effect.
- G. Backcourt press is not allowed once the offense is in possession of the ball. Defense must stay behind the half-court line. If violated, a penalty will be issued which can range from a warning to a technical foul.
- H. The 10 second backcourt rule will be enforced.
- I. Each player must play 2 full quarters to meet the must-play rule. There is free substitution in the fourth quarter only if all players have met the minimum play rule.

**B Division** (5<sup>th</sup> - 6<sup>th</sup> grades) – **Born in 2012 or 2013** and **A Division** (7<sup>th</sup> -8<sup>th</sup> grades) in 2010 or 2011

Players who are born in 2012 or 2013 and players born in 2011 and in a grade no higher than 6<sup>th</sup> are eligible.

Players who are born in 2010 or 2011 and players born in 2009 and in a grade no higher than 8<sup>th</sup> are eligible.

- A. This division is designed to be a basketball organizational league.
- B. Men’s official size (30”) for boys and women’s official size (28.5) for girls.
- C. Time: 8 minute running clock will be used. Stop clock will be used for the last 2 minutes of the 2<sup>nd</sup> and 4<sup>th</sup> quarters, unless a team is ahead by 20 points.
- D. The 3-point shot *will* be used.
- E. The free throw line shall be marked at 13 feet for girls and boys.
- F. A 3 second key violations will be in effect.
- G. Teams may press in this division. However, a team that is ahead by 15 points or more may not press. If violated, a penalty will be issued which can range from a warning to a technical foul.
- H. The 10 second backcourt rule will be enforced.
- I. Each player must play 2 full quarters to meet the must-play rule. There is free substitution in the fourth quarter only if all players have met the minimum play rule.

## City of Needles Flag Football League Rules

The City of Needles Flag Football program is governed by the current Southern California Municipal Athletic Federation (SCMAF) Flag Football Rules, with local modifications. The game officials are responsible for ensuring that the rules of play are followed, and the League Director will have jurisdiction over all rules and regulations to govern any flag football rules herein not covered.

The following reminders are presented for quick reference:

**I) Rules**

- A. Games are four 10-minute running clock quarters. There shall be 1 minute between quarters and 5 minutes between halves.
- B. A regulation clock will be used the last two minutes of the fourth quarter.

- C. Timeouts:
  - A and B divisions – 2 timeouts per half
  - C Division – 4 timeouts per game
- D. Overtime: Both teams will be given the ball on the 10-yard line and have four downs to score in the end zone (scoring will be the same as in regular game). Only one overtime period per game. If teams are tied at the end of overtime, the game ends in a tie.
- E. If a team is leading by a score of 14 point or more, they may continue to score, but the score will not be recorded on the scoreboard until the opposing team is once again within 14 points. A running clock will be used. The clock will only stop for charged time outs and official time outs.
- F. Each player must play a full quarter per half to meet the must-play rule. There is free substitution in the fourth quarter only for those players who have met the must-play rule.
- G. One coach per team will be allowed on the field during time outs.
- H. Scoring: TD= 6 points. Extra point = 1 point (2 yards) or 2 points (5 yards). Safety = 2 points.
- I. Official flag is “TRIPLE THREAT” 3-flag belt. Flags are provided by and must be returned to the Needles Recreation Center at end of season.
- J. All flags must be worn properly. The hip points must be facing out. The ribs on the flag must be facing out.
- K. Offense has 4 plays to cross the mid-field line or score a touchdown.
- L. Ball must be snapped between legs, not off to one side to start play.
- M. It is recommended that all players wear a protective mouthpiece (not provided by league).
- N. Flagrant contact fouls will not be tolerated. Offending player(s) will be ejected from that game and sit out the next game.
- O. No stiff-arming allowed (considered flag guarding).
- P. Center snap: If ball hits ground, ball dead at spot.
- Q. If player falls, or if knee touches ground, ball is dead at spot. Player may not get up and run.
- R. Teams will switch ends at half time.
- S. **NO** metal baseball spikes allowed (rubber cleats only). Inspections will be made on field.
- T. No direct runs by the quarterback. The player that receives the snap is considered the quarterback for that play.
- U. Teams will play 8-man football.

## II) Regulations

- A. Blocking:
  - Offense: An offensive blocker may use only the standing block, with the forearms and hands folded to the body. Hands must stay “locked” throughout the block. As soon as the “locked” hand comes undone, the block is no longer legal.
  - Defense: Defensive players are restrained in use of hands to pushing the shoulder and body of offensive blockers.
- B. Charging/Tackling:
  - The ball carrier may not run through a defensive player, but must attempt to evade the defensive players.
  - The defensive player may attempt to clock a pass as long as contact is not made with the passer at any time.
  - Any defensive roughness against the ball carrier, if determined to be flagrant by the official is grounds for ejection.
- C. Fumbled Ball:
  - There are no fumbles in flag football. The ball is dead at the point of contact with the ground and play stops.
- D. Hurdling:
  - Intentional hurdling and/or jumping over any other player to avoid being “tackled” and which creates an unsafe condition will be penalized. Intentional diving into the end zone for a touchdown will be penalized.
  - Players may jump or hurdle when avoiding a collision, which could result in injury.

- E. Passes/Handoffs:
  - An intercepted pass in the defensive team's end zone may be run out of the end zone or downed in the end zone. Touchbacks will be put in play at the 10-yard line.
  
- F. Tagging
  - Tagging is placing one hand anywhere between the shoulders and knees of an opponent with the ball. If flags fall off of the pass receiver before he catches the ball, the play continues until the player is "tagged". When flags fall off the ball carrier inadvertently the ball is dead.
  
- G. Penalties: Offense and defense have option to decline penalty.
  - Offensive Penalties: Loss of down and yardage
  - Defensive Penalties: Take the play or the first down.
  - Offensive Offsides: (False start) Ball is dead, loss of 3 yards and repeat the down
  - Defensive Offsides: Play continues, offense chooses yards gained if more than 3 yards, or the penalty 3 yards. If the penalty yards are taken there is a repeat of down
  - Any ball that hits the ground will be ruled dead. Fumbles are dead at spot.
  
- H. Field size: 60 yards long (74 yards including end zones), and 30 yards wide.

## City of Needles Volleyball League Rules

The City of Needles Volleyball Program is governed by a modified version of the State High School regulations. The game officials are responsible for ensuring that the rules of play are followed, and the League Director will have jurisdiction over all rules and regulations to govern any volleyball rules herein not covered.

### APPENDIX B CODE OF ETHICS

- A. **COACHES Code of Ethics** – I hereby pledge to live up to my being a Volunteer coach and by following the Coaches' Code of Ethics:
  - I will place the emotional and physical well being of my players ahead of my personal desire to win.
  - I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.
  - I will do my best to provide a safe playing situation for my players.
  - I will promise to review and practice basic first aid principles needed to treat injuries of my players.
  - I will do my best to organize practices that are fun and challenging for all my players.
  - I will lead by example in demonstrating fair play and sportsmanship to all my players.
  - I will remember that I am a youth sports coach, and that the game is for children and not adults.
  
- B. **OFFICIALS Code of Ethics** – I hereby pledge to live up to the expectations as an official serving the youth sports leagues by follow this Code of Ethics:
  - I will maintain high standards of excellence
  - I will study the game diligently
  - I will conduct myself in a professional and dignified manner
  - I will be fair and unbiased in my decisions on the field
  - I will be confident and firm in my calls, but not inflexible
  - I will be polite, not rude
  - I will prepare myself physically and mentally
  - I will honor all contracts and commitments
  - I will cooperate and be professional in my associations with fellow officials

- C. **PARENTS Code of Ethics** – I hereby pledge to provide positive support, care and encouragement for my child participating in youth sports by following this Code of Ethics:
- I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.
  - I will place the emotional and physical well being of my child ahead of my personal desire to win.
  - I will insist that my child play in a safe and healthy environment.
  - I will require that my child’s coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches’ Code of Ethics.
  - I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.
  - I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.
  - I will remember that the game is for youth – not adults.
  - I will do my best to make youth sports fun for my child.
  - I will ask my child to treat other players, coaches, spectators and officials with respect regardless of any differences.
- D. **PARTICIPANTS Code of Ethics** – I hereby pledge to provide a positive attitude and be responsible for my participation in youth sports by following this Code of Ethics:
- I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice.
  - I will attend every practice and game that is reasonable possible and notify my coach if I cannot.
  - I will expect to receive a fair and equal amount of playing time.
  - I will do my very best to listen and learn from my coaches.
  - I will treat my coaches with respect regardless of race, sex, creed or abilities and I will expect to be treated accordingly.
  - I deserve to have fun during my sports experience, and I will alert parents or coaches if it stops being FUN!
  - I deserve to play in an alcohol, tobacco, and drug free environment and expect adults to respect that wish.
  - I will do my very best in school.
  - I will remember that sports are an opportunity to learn and have fun.

**APPENDIX C**  
**CODE OF CONDUCT**

- A. **COACHES Code of Conduct** – The Code of Conduct defines the expectations for adults serving as coaches in youth sports and provides the tools to be used by the community, when necessary, to check behavior and to respond with resolve to protect all children from the psychological, emotional, physical or social abuses that can be perpetuated against them by youth sports coaches. This Code of Conduct was compiled by the CITY OF NEEDLES.
- The Code of Conduct that follows will be in effect before, during and immediately after all CITY OF NEEDLES practices, games and meetings when on City controlled property.
  - Carefully review the Code of Conduct listed below:
    1. I WILL PLACE THE EMOTIONAL AND PHYSICAL WELL-BEING OF MY PLAYERS AHEAD OF A PERSONAL DESIRE TO WIN.
      - Using appropriate language in appropriate tones when interacting with players, league officials, game officials, parents and spectators.



- Including all players in team activities without regard to race, religion, color, sex, sexual orientation, body type, national origin, ancestry, disability, ability, or any other legally protected classification.
  - Treating all players, league officials, game officials, parents and spectators with dignity and respect.
  - Playing all players according to the equal participation rules established by the league and the spirit of those rules.
  - Encouraging youth to participate in other sports and activities to promote all aspects of their development.
  - Allowing reasonable absences from practice.
2. I WILL TREAT EACH PLAYER AS AN INDIVIDUAL, REMEMBERING THE LARGE RANGE OF EMOTIONAL AND PHYSICAL DEVELOPMENT FOR THE SAME AGE GROUP.
- Recognizing the differences of each child and treating each player as an individual while demonstrating concern for their individual needs and well-being.
  - Encourage all players, regardless of skill level, to be included as a member of the team and to remain involved in sports.
  - Recognizing that some physical tasks, drills and demands are not appropriate for all youth.
  - Recognizing that youth may vary greatly in physical, social and emotional maturation and considering these factors when setting up competitions and when interacting with youth.
3. I WILL DO MY BEST TO PROVIDE A SAFE PLAYING SITUATION FOR MY PLAYERS.
- Maintaining a high level of awareness of potentially unsafe conditions.
  - Protecting players from emotional abuse, physical assault, or sexual molestation.
  - Correcting or avoiding unsafe practice of playing conditions.
  - Using appropriate safety equipment necessary to protect all players
  - Seeing that the players are provided with adequate adult supervision while under the coach's care.
4. I WILL PROMISE TO REVIEW AND PRACTICE THE BASIC FIRST AID PRINCIPLES NEEDED TO TREAT INJURIES OF MY PLAYERS.
- Keeping basic first aid supplies available in all practice and game situations.
  - Recognizing and administering proper first aid to an injured player.
  - Demonstrating concern for an injured player, notifying parents and cooperating with medical authorities.
  - Protecting the players' well being by removing them from activity when injured and not returning them to activity if they are compromised by the injury.
5. I WILL DO MY BEST TO ORGANIZE PRACTICES THAT ARE FUN AND CHALLENGING FOR ALL MY PLAYERS.
- Establishing practice plans that are interesting, varied, productive and aimed at improving all players' skills and individual abilities.
  - Devoting appropriate time to the individual improvement of each player.
  - Conducting practices of reasonable length and intensity appropriate for the age and conditioning of the players.
6. I WILL LEAD BY EXAMPLE IN DEMONSTRATING FAIR PLAY AND SPORTSMANSHIP TO ALL MY PLAYERS.
- Adopting the position, teaching and demonstrating that it is our basic moral code to treat others as we would like to be treated.
  - Abiding by and supporting the rules of the game as well as the spirit of the rules.
  - Providing an environment conducive to fair and equitable competition.
  - Using the influential position of youth coach as an opportunity to protect teach and expect sportsmanship and fair play.

7. I WILL PROVIDE A SPORTS ENVIRONMENT FOR MY TEAM THAT IS FREE OF DRUGS, TOBACCO, AND ALCOHOL, AND I WILL REFRAIN FROM THEIR USE AT ALL YOUTH SPORTS EVENTS.
  - Being alcohol and drug free at all team activities or in the presence of players.
  - Refraining from use of any type of tobacco products at all team activities or in the presence of your players.
  - Refraining from providing any type of alcohol, drug or tobacco products to any of your players.
  - Encouraging parents to refrain from the public use of tobacco products or alcohol at team activities.
  
8. I WILL BE KNOWLEDGEABLE IN THE RULES OF EAC SPORT THAT I COACH, AND I WILL TEACH THESE RULES TO MY PLAYERS.
  - Becoming knowledgeable, understanding and supportive of all applicable game rules, league rules, regulations and policies.
  - Teaching and requiring compliance of these rules among players.
  
9. I WILL USE THOSE COACHING TECHNIQUES APPROPRIATE FOR EACH OF THE SKILLS THAT I TEACH.
  - Teaching techniques that reduce the risk of injury to both the coach's own players and their opponents.
  - Discouraging illegal contact or intentional dangerous play and administering swift and equitable discipline to players involved in such activity.
  
10. I WILL REMEMBER THAT I AM A YOUTH SPORTS COACH, AND THAT THE GAME IS FOR CHILDREN AND NOT ADULTS.
  - Maintaining a positive, helpful and supportive attitude.
  - Exercising your authority/influence to control the behavior of the fans and spectators
  - Exhibiting gracious acceptance of defeat or victory
  - Accepting and adhering to all league rules and policies related to the participation of adults and youth
  - Fulfilling the expected role of a youth coach to adopt a "children first" philosophy.
  - Allowing and encouraging the players to listen, learn and play hard within the rules.
  - Placing the emphasis on fun and participation.

**B. OFFICIALS Code of Conduct** – The Code of Conduct defines the expectations for youth and adults serving as officials in the CITY OF NEEDLES youth sports leagues. This Code of Conduct was compiled by the Southern California Municipal Athletic Federation (SCMAF).

- The Code of Conduct that follows will be in effect before, during and immediately after all CITY OF NEEDLES practices, games and meetings when on City of Needles controlled property.
- Carefully review the Code of Conduct listed below:
  1. MAINTAIN HIGH STANDARDS OF EXCELLENCE:
    - Attend training meetings and clinics
    - Observe other officials and participate in peer evaluations
    - Guard against personal interest that may conflict with duties as an official
  2. STUDY THE GAME DILIGENTLY:
    - Have a thorough knowledge of rules, strategies, and safety precautions, and how they apply
  3. CITY OF NEEDLES DUCT YOURSELF IN A PROFESSIONAL AND DIGNIFIED MANNER:
    - Present a clean and professional image in terms of appearance, language, and conduct.
    - Conduct yourself honorably.

- Refrain from arguments or gestures that indicate agitation in front of coaches, players and spectators.
  - Shake hands with coaches at the beginning and end of competition.
4. BE FAIR AND UNBIASED IN YOUR DECISIONS ON THE FIELD:
    - A fair game is of utmost importance. Do not discriminate against, nor take undue advantage of any individual group or team.
  5. BE CONFIDENT AND FIRM IN YOUR CALLS, BUT NOT INFLEXIBLE:
    - Have the courage to correct mistakes
  6. BE POLITE, NOT RUDE:
    - Control the players effectively by being courteous and considerate without sacrificing fairness
  7. PREPARE YOURSELF PHYSICALLY AND MENTALLY:
    - Stay in shape, get enough sleep, and eat before you arrive.
  8. HONOR ALL CONTRACTS AND COMMITMENTS:
    - Once you commit to a game, show up.
  9. COOPERATE AND BE PROFESSIONAL IN YOUR ASSOCIATIONS WITH FELLOW REFEREES:
    - Strive to achieve maximum teamwork with fellow officials.

**C. PARENTS Code of Conduct** – The Code of Conduct defines the expectations for adults serving as spectators in the CITY OF NEEDLES youth sports leagues. This Code of Conduct was compiled by the CITY OF NEEDLES.

- The Code of Conduct that follows will be in effect before, during and immediately after all CITY OF NEEDLES practices, games and meetings when on City of Needles controlled property.
- Carefully review the Code of Conduct listed below:
  1. MODEL GOOD SPORTSMANSHIP AND ETHICS:
    - Give your support to the team, opponents, coaches, and officials on and off the field/court.
    - Encourage your child, regardless of their play.
  2. HELP ALONG THE COACHING PROCESS:
    - Emphasize the importance of skill development and attending practices.
    - Know and study the rules of the game. Being able to talk to your child about his or her favorite sport is important.
  3. FULLFILL COMMITMENTS:
    - Be on time and attend events as promised
  4. SEE THE BIG PICTURE:
    - Children should be involved in organized sports for their own enjoyment, not yours.
    - Realize it is a privilege for your child to compete, not a right.
    - Don't relive your own athletic career through your child in a way that creates pressure.
    - Get to know your child's coach so you are aware of his or her knowledge, philosophy, attitude, and ethics and so you are comfortable releasing your child to his or her watch.

**D. PARTICIPANTS Code of Conduct** – The Code of Conduct defines the expectations for youth serving as participants in the CITY OF NEEDLES youth sports leagues. This Code of Conduct was compiled by the CITY OF NEEDLES.

- The Code of Conduct that follows will be in effect before, during and immediately after all CITY OF NEEDLES practices, games and meetings when on City of Needles controlled property.
- Carefully review the Code of Conduct listed below:

1. LIVE UP TO HIGH IDEALS OF ETHICS AND SPORTSMANSHIP:
  - Abide by the rules and regulations of the game and encourage other athletes to do the same.
  - Treat everyone fairly and with respect.
  - Direct comments or criticism at performances rather than the individual.
2. BE AWARE OF SAFETY CONCERNS:
  - Participate in a manner that ensures safety of other athletes, coaches, and officials participation in the game.
3. BE RESPONSIBLE:
  - Abstain from the used of or the encouragement of the use of tobacco products, alcoholic beverages, or illegal substances.
  - Report Problems – Any wrongdoing or unhealthy behaviors should be reported to a coach, official, parent or staff.
4. HONOR ALL OBLIGATIONS:
  - Fulfill your commitments; do what you say you will do; be on time to practices and games.
5. CONDUCT YOURSELF IN A PROFESSIONAL DIGNIFIED MANNER:
  - Represent your team with honor
  - Live and play with class, be a good sport
6. COMPOSE YOURSELF IN A WAY THAT DEMANDS RESPECT:
  - Avoid using obscene language, gestures, boastful performances, and trash-talking.
  - Don't fight or show excessive displays of anger or frustration.

**APPENDIX D**  
**JOB DESCRIPTIONS**

**YOUTH SPORTS VOLUNTEER COACH**  
**JOB DESCRIPTION**

- TITLE:** Volunteer coach for the City of Needles Youth Sports Leagues.
- DESCRIPTION:**
- Coach of male or female athletes between the ages of 4-14
  - You will be considered a role model for 7-12 young athletes assigned to your team; Therefore sportsmanship, fair play and full participation are mandatory.
- RESPONSIBILITIES:**
- Plan and supervise games, practices, and events.
  - Supervise assistant coaches, or team parents.
  - Teach the young athlete the fundamentals of the sport.
  - Encourage the involvement of the parents in the sport.
  - Schedule and conduct parent and other necessary meetings.
  - Provide a safe and fun environment for the children.
  - Learn and follow all league rules, policies, and procedures.
  - Give each player equal playing time.
  - Put the feelings of the players ahead of your desire to win.
  - Attend all league functions and participate in league activities.
- QUALIFICATIONS:**
- Successfully complete the application procedure and pass a background check.
  - Attend any scheduled coaching interviews or meetings.
  - Be enthusiastic.
  - Not want to win at all costs.
  - Must be patient, especially with children.
  - Be organized.
  - Be dependable.

**INFORMATION:** As a volunteer coach, you are treated by local, state, and federal law as being an unpaid employee of the agency in which you are associated with; therefore, you must conduct yourself in the same manner as you would your own job. In the same respect, you will receive the same treatment, aside from compensation and benefits, as the employee of the City of Needles.

**YOUTH SPORTS LEAGUE GAME OFFICIAL  
JOB DESCRIPTION**

**TITLE:** City of Needles Youth Sports League Game Official.

**DESCRIPTION:** Game official of youth sports leagues for male and female athlete's ages 4-14

**RESPONSIBILITIES:**

- Insure that the game proceeds within the context of the rules
- Interfere as little as possible, never seeking to become the focus of attention
- Set and maintain an atmosphere of enjoyment of the game
- Show concern for athletes
- Display a positive and professional attitude from the time of arrival at the facility to the time of departure.

**QUALIFICATIONS:**

- Successfully complete the application procedure and pass a background check.
- Attend any scheduled officials meetings
- Thorough knowledge of the game rules.

**INFORMATION:** Be self confident, consistent, decisive, even-tempered and encourage good sportsmanship. Youth sports officials are considered a seasonal independent contract employee and will be scheduled on an "as needed" basis. City of Needles staff can terminate the contract agreement at any time in the event of unsatisfactory performance by the official.

**APPENDIX E**  
**RIGHTS & RESPONSIBILITIES**

**A. COACHES Rights and Responsibilities**

➤ **Rights**

1. To have support from the administration/league
2. To know what is expected of him/her
3. To have a fair procedure to bring concerns and complaints forward
4. To have ample opportunities to receive training to be a youth sports coach, including child abuse prevention

➤ **Responsibilities**

1. To provide accurate background information to the league
2. To get needed training
3. To understand the role and influence of a "Coach"
4. To understand intervention and child abuse reporting procedures
5. To abide by a Code of Ethics and Code of Conduct
6. To be an advocate for the program's philosophy
7. To set expectations for the season
8. To recognize the special needs of EACH athlete, gifted or not gifted
9. To limit physical interaction while conducting instructions
10. To provide appropriate and caring touch
11. To never touch out of anger
12. To keep programs free from put-downs, trash talk, profanity, violence and abuse
13. To motivate with praise and instruction
14. To not use physical punishment
15. To learn effective ways to channel frustrations and anger

16. To communicate respectfully with parents, athletes, officials and administrators
17. To provide a safe and fun sports environment.

#### **B. OFFICIALS Rights and Responsibilities**

- Rights
  5. To be treated with dignity and respect
  6. To be free from receiving abuse
  7. To have the support of the administration
- Responsibilities
  1. To set the tone for everyone to be a good sport
  2. To get training on being an official and child abuse prevention
  3. To be fair and impartial
  4. To abide by a Code of Ethics and Code of Conduct
  5. To set limits and boundaries by not allowing abusive behavior on the part of coaches, players, parents or fans
  6. To take an active role to create an environment free from abuse and inappropriate behaviors
  7. To provide a safe and fun sports environment

#### **C. PARENTS Rights and Responsibilities**

- Rights
  1. To have a safe and fun experience for you child
  2. To have accurate and comprehensive information
  3. To be part of a quality program
  4. To know about the complaint procedures
- Responsibilities
  1. To have a part in the supervision of the child
  2. To be a good spectator
  3. To bring forward valid complaints and concerns
  4. To educate your child about abuse
  5. To abide by a Code of Ethics and Code of Conduct
  6. To help each child find the right sport and program for his/her needs
  7. To assess the philosophy of the coach and the organization
  8. To provide each child with the physical and emotional nurturing and guidance they need to thrive
  9. To be an advocate for each of your children
  10. To support sons and daughters equally as athletes
  11. To understand that all children are gifted, but not in equal ways
  12. To support the individual needs and interest of the child
  13. To provide unconditional love and support, not based on performance
  14. To pay attention to see if your children are having fun and learning as opposed to just winning
  15. To create a safe and fun sports environment

#### **B. PARTICIPANTS Rights and Responsibilities**

- Rights
  1. To have sports be a safe experience, free from abuse and violence
  2. To have fun learning, trying new things and being able to practice and play
  3. To participate in a variety of sports opportunities
- Responsibilities
  1. To follow rules
  2. To be a good spectator
  3. To tell parents (or other trusted adult) about any abuse
  4. To learn the values of teamwork – helping and supporting one another
  5. To abide by a Code of Ethics and Code of Conduct
  6. To learn ways to deal with pressure and frustrations
  7. To care about what happens to others
  8. To settle conflicts without saying or doing things that hurt others
  9. To treat coaches and officials with respect

10. To treat others as you want to be treated
11. To be a good sport (how you talk to others and how you behave)
12. To let your parents and coaches know what you need





ATTACHMENT 'A'

**GROUP A:**

1. Registered Sex Offender
2. Murder
3. Kidnapping
4. Arson
5. Aggravated Domestic Violence
6. DUI – three or more in less than seven years
7. Contributing to the Delinquency of a Minor
8. Child Seduction
9. Criminal Deviate Seduction
10. Sexual Misconduct of Minor
11. Child Molesting
12. Child Solicitation
13. Rape
14. Sexual Assault
15. Injury to a Child
16. Child Pornography

**GROUP B:**

1. Manslaughter
2. Robbery
3. Burglary
4. Reckless Homicide
5. Class A/B Drug Offenses
6. Embezzlement
7. Felony Theft
8. Aggravated Assault
9. Felony





# City of Needles, California Request for City Council Action

CITY COUNCIL    NPUA

Regular    Special

**Meeting Date:** January 28, 2025

**Title:** Accept Housing Market Demand Assessment prepared by The Concord Group

**Background:** The City of Needles was awarded \$24,000 in funding from the International City/County Management Association (ICMA), COP Network Partner with the Gates Foundation, through the "Gate Economic Mobility Project."

ICMA's Economic Mobility and Opportunity (EMO) Cohort and grant program offered a valuable platform for networking, training, coaching, and funding to foster improvements that enhance well-being and upward mobility for residents.

As part of this program, city staff identified the need for a Housing Market Demand Study. This assessment was designed to provide potential developers with critical insights into housing demand, the types of housing needed, and appropriate price points within the local market.

After a competitive Request for Proposal (RFP) process, The Concord Group was selected as the consultant to complete the study. The final report has been prepared, and The Concord Group will present a summary of the key findings at the meeting.

**Fiscal Impact:** \$20,000 funded by the International City/County Management Association (ICMA), COP Network Partner with the Gates Foundation, through the "Gate Economic Mobility Project."

**Environmental Impact:** N/A

**Recommended Action:** Accept Housing Market Demand Assessment prepared by the Concord Group

**Submitted By:** Kathy Raasch, Director of Development Services/Capital Projects

**City Manager Approval:** Patrick J Martinez

**Date:** 1/23/2025

**Other Department Approval (when required):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved:    Not Approved:    Tabled:    Other:

# Summary of Housing Market Demand Assessment for Needles, California

Needles City Council Meeting  
January 28, 2025



# Background and Objectives

- Responding to a Request for Proposals from the City of Needles, The Concord Group (“TCG”) completed a housing market demand assessment for the City in November 2024
- TCG’s scope of work included an assessment of key housing trends and demand drivers (including employment and demographic trends) for the City as well as for the broader River District region
- Based on the findings of our analyses, we provided an assessment of the current housing market, projected demand for rental and for-sale housing in the City over the next 10 years, and provided a menu of potential product types that would meet the forecasted demand across a range of income levels and housing preferences
- This presentation summarizes our key findings.

# The Concord Group

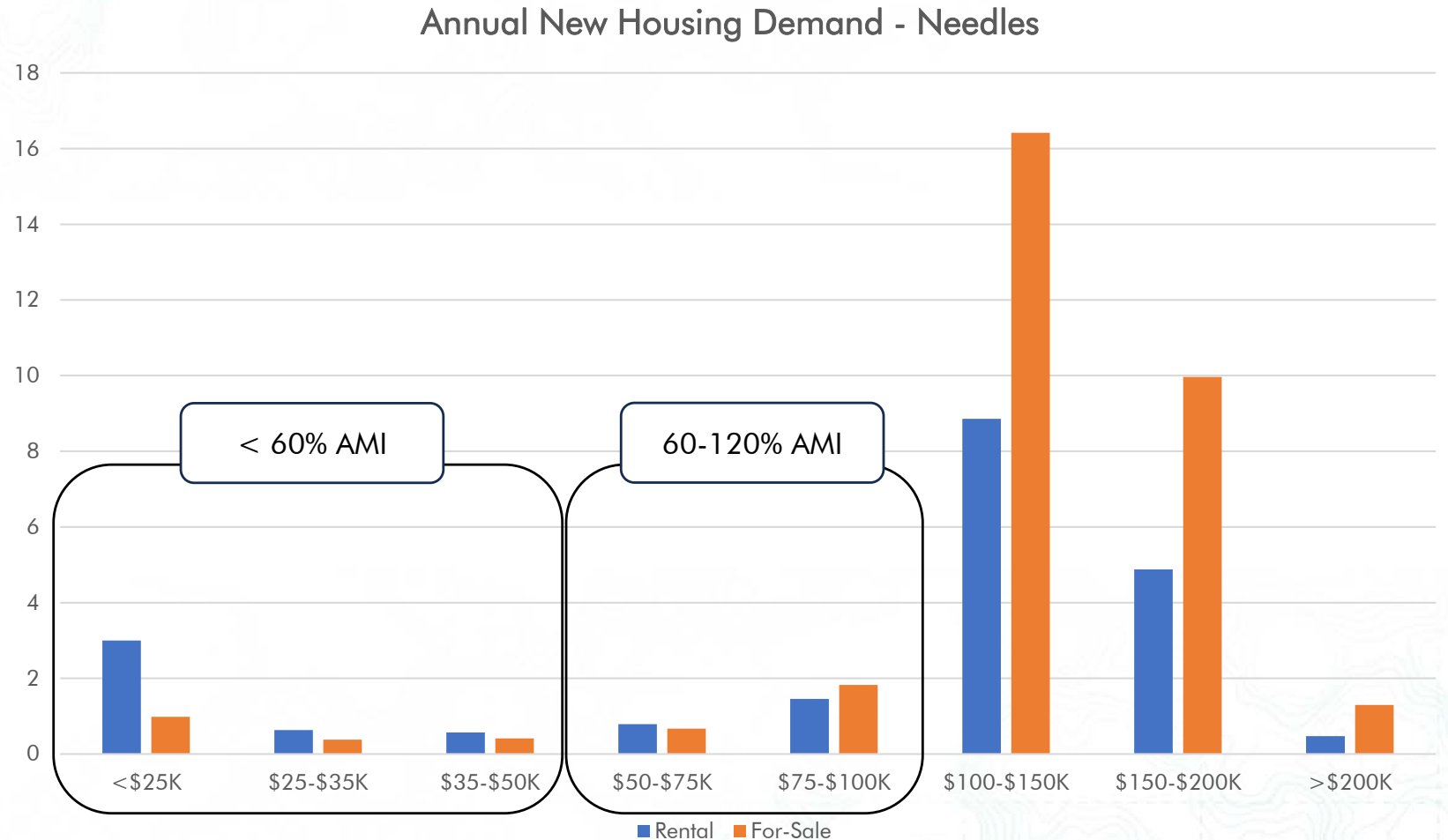
- Real estate advisory firm founded in 1995 focusing on market, financial and valuation analyses across residential and commercial sectors.
  - Offices in Newport Beach, San Francisco, Portland, Atlanta, Austin, New York
  - Deep experience across U.S. Metro Markets
  - 800+ projects per year
  - Senior team comprised of recognized industry thought leaders
  - 40+ full time staff (Professional + Operations) and access to contract teams nationwide
- Diverse client/relationship base across real estate sectors
  - Developers (Multi-family REITs/Land)
  - Homebuilders (Public/Private)
  - Public Sector
  - Private Equity
  - Financial Institutions



# Key Findings

# Demand

- The Concord Group projects demand for +/- **55 new housing units per year** in Needles over the next 10 years
  - Based on expected renter/owner splits, this comes out to demand for approximately 15-20 new rental units and 35-40 new for-sale/ownership units per year
- Demand projected across various household income and AMI ranges as seen in graph to the right





# Demand Drivers

- Demand for new housing driven primarily by the following factors:
  - **New households.** Mix of new in-migrants to the region as well as new household formation (i.e. kids leaving home). Households new to the market are being driven by a combination of job growth, cost of living/quality of life considerations, and work-from-anywhere trends. Includes those seeking vacation/second homes.
  - **Demand for newer housing product from current households.** Nearly 60% of the City's housing stock was built before 1980, offering few modern/updated floorplans.
  - **Job and wage growth.** The cannabis industry has developed into the City's dominant industry, and wages have seen strong growth the past three years – leading to a mismatch in the housing stock offered and what some residents can afford.
  - **Continued growth of the River District.** As the tri-state area continues to see job growth, Needles has an opportunity to capture its 'fair share' of regional housing demand.

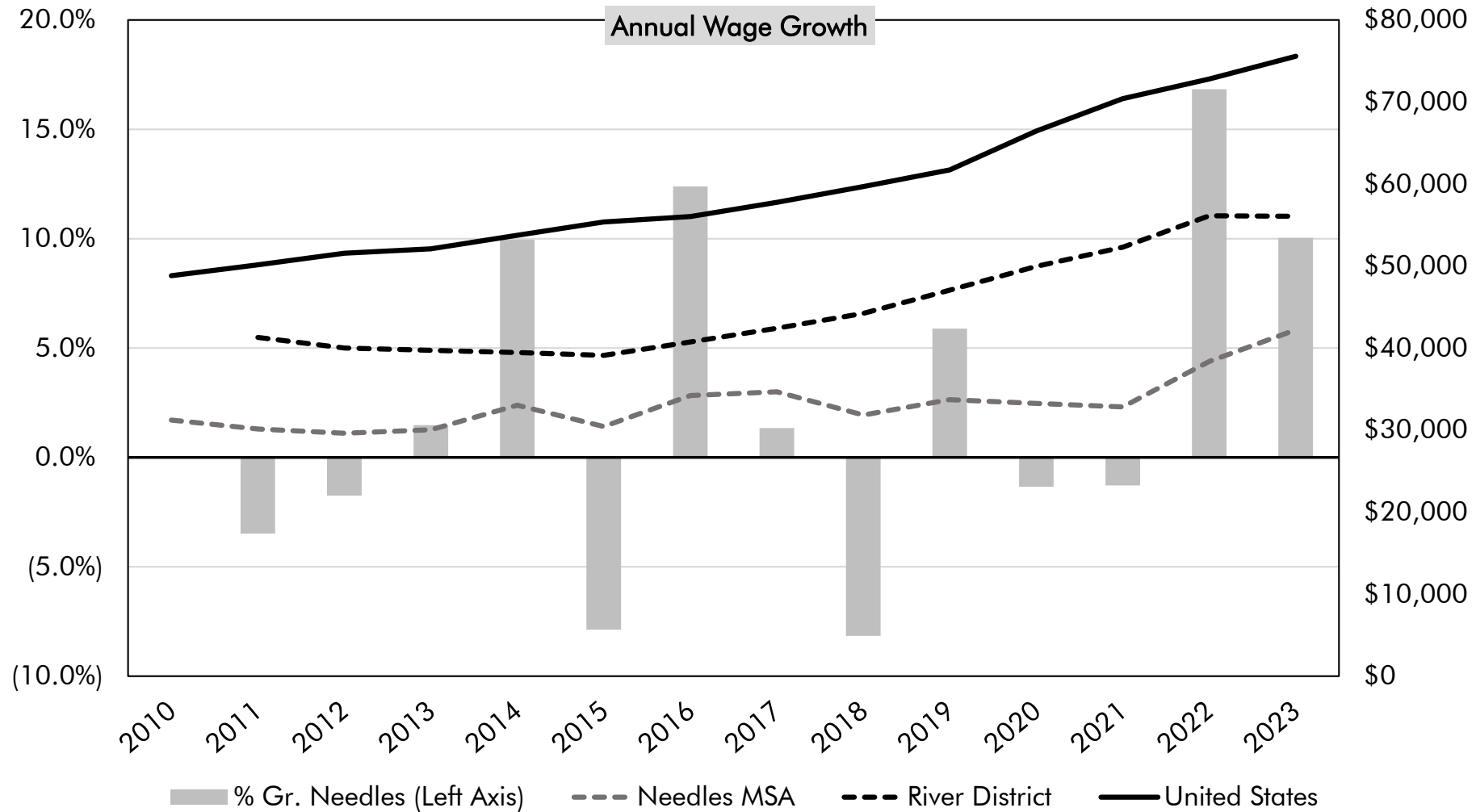
# Projected Household Growth

- ESRI projects no household growth for Needles through 2028, and growth of over 2,000 households in the River District in this timeframe.
- Projected growth is notably varied by income range, with losses in lower income ranges and gains in households earning over \$75,000 in annual income:

Household Income Range	Needles				River District			
	Total Households		Projected Change		Total Households		Projected Change	
	2023	2028	'23-'28		2023	2028	'23-'28	
\$0 - \$25,000	701	629	(72)	-10%	17,191	14,590	(2,601)	-15%
\$25,000 - \$35,000	207	165	(42)	-20%	6,748	6,099	(649)	-10%
\$35,000 - \$50,000	201	179	(22)	-11%	8,579	7,990	(589)	-7%
\$50,000 - \$75,000	342	250	(92)	-27%	11,791	11,616	(175)	-1%
\$75,000 - \$100,000	147	160	13	9%	8,365	9,499	1,134	14%
\$100,000 - \$150,000	200	322	122	61%	8,356	10,833	2,477	30%
\$150,000 - \$200,000	157	228	71	45%	3,295	4,930	1,635	50%
\$200,000 +	43	51	8	19%	2,520	3,368	848	34%
	<u>1,998</u>	<u>1,984</u>	<u>(14)</u>	<u>-1%</u>	<u>66,845</u>	<u>68,925</u>	<u>2,080</u>	<u>3%</u>

# Wages

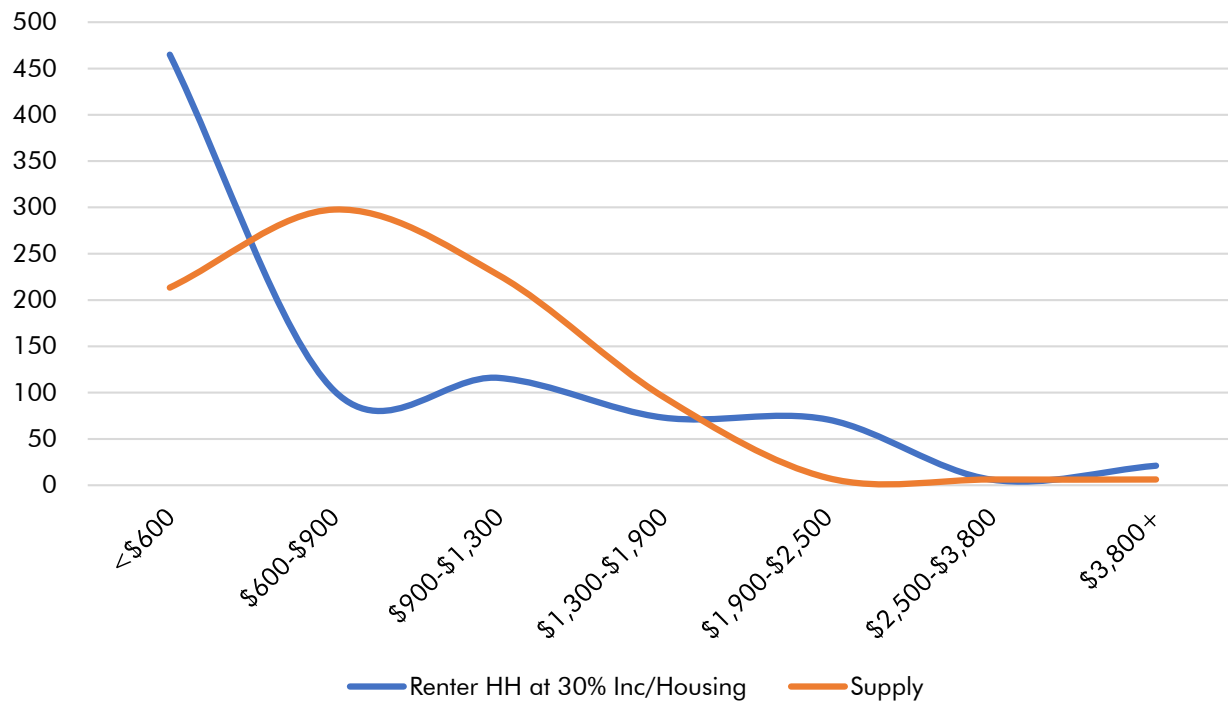
- Nearly 6% annual growth in wages in Needles last 5 years



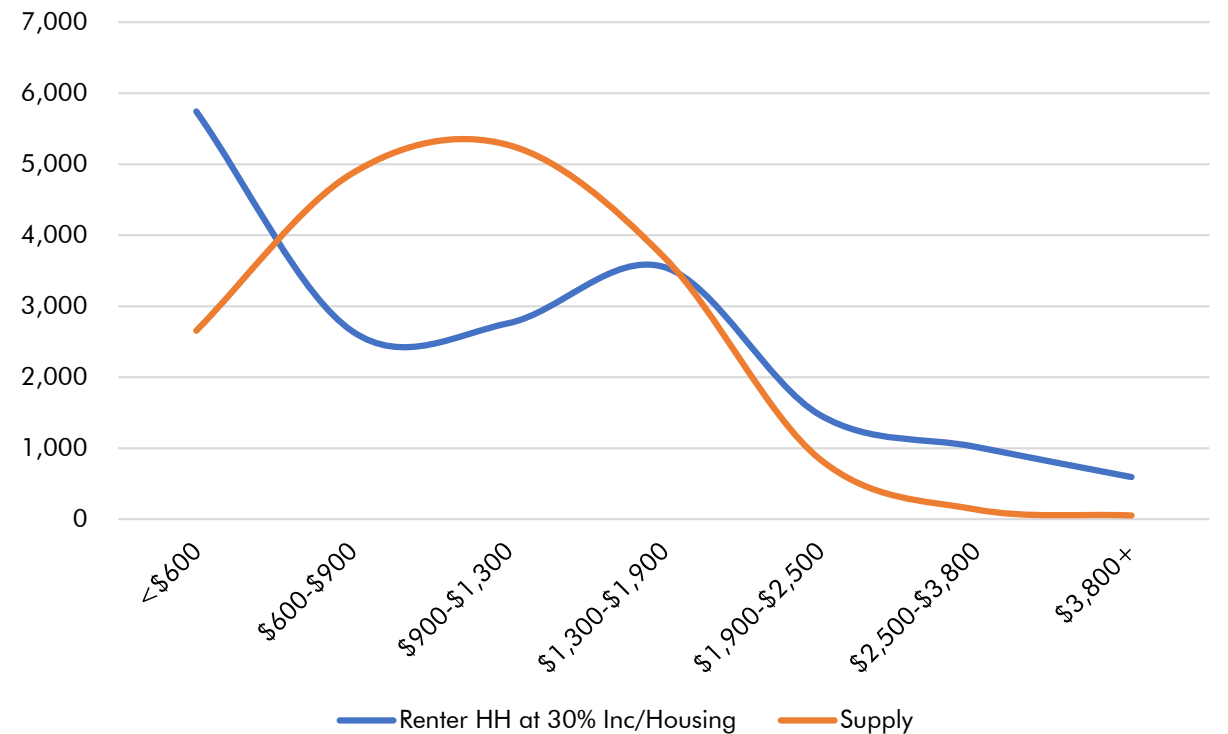
# Housing Costs versus Spending Potential: Rental

- Per Census estimates, there is a mismatch between housing supply and potential demand given household incomes. Broadly speaking, there is a lack of supply at higher rent and sales price points versus what households in the region can theoretically afford.

Current Rental Supply vs HH Affordability - Needles



Current Rental Supply vs HH Affordability – River District

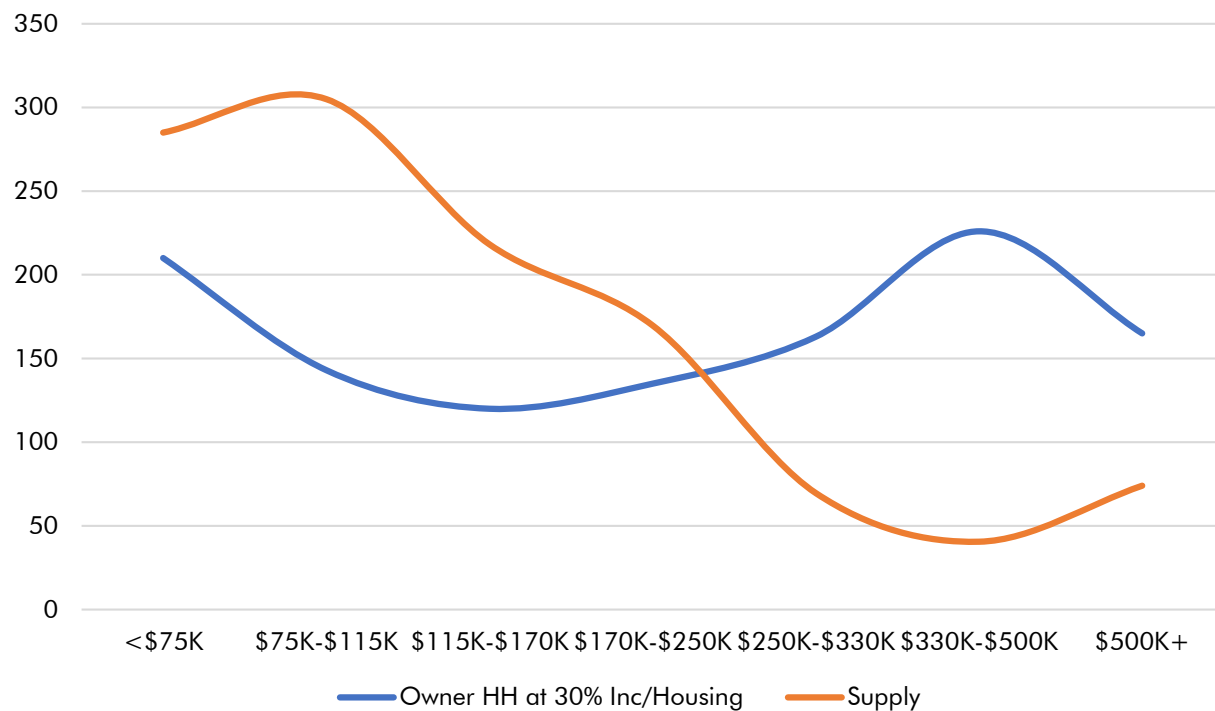




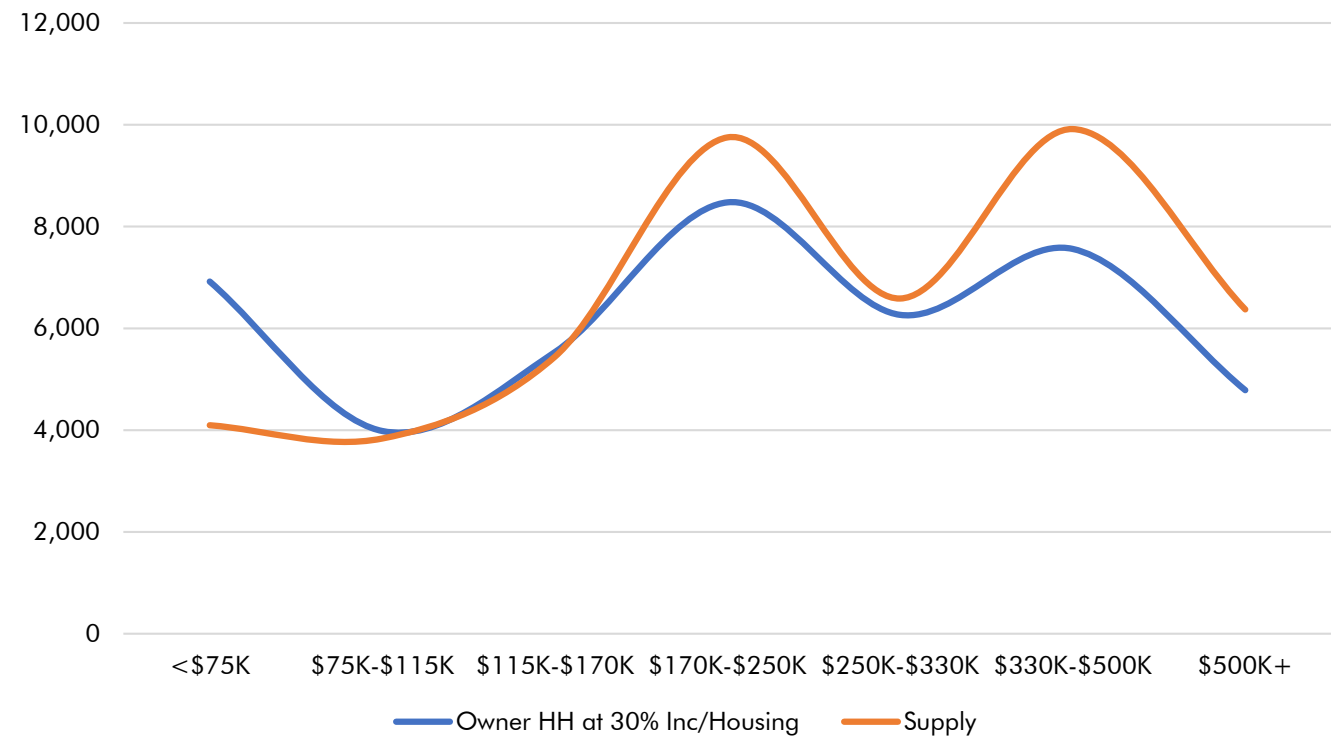
# Housing Costs versus Spending Potential: For-Sale

- Per Census estimates, there is a mismatch between housing supply and potential demand given household incomes. Notably in Needles the mismatch is most acute at the upper end of the region's home prices, where there is very limited supply.

Current Ownership Supply vs HH Affordability - Needles



Current Ownership Supply vs HH Affordability – River District



# Key Findings

- Newer housing stock should help to free up housing units for households earning under +/- \$50,000 per year.
- Much of the rental and for-sale housing market in the City is priced in a relatively narrow range, and there is a mismatch between prices and household incomes. Many households that could afford to pay more don't have product that meets their needs and "settle" for lower-priced housing.
- Newer housing stock can also help to force rehabilitation and upgrades to the existing housing stock and offerings in order to stay competitive.

# Key Findings

- We anticipate demand for future housing to generally follow historic preferences seen in the market, but also see opportunities for product types not commonly seen in the City or region, such as townhomes, micro units, ADUs, and purpose-built single-family rentals.
- However, development cost realities will likely limit certain types of housing development in the near-term. Given construction material and labor costs, we would expect certain building types, especially higher-density typologies (i.e. podium) to be difficult to develop given current rent and price levels.

# Key Findings

Pricing Range	Likely Resident Types	Avg. Unit Size Range	Potential Housing Types	10-Year Demand Pool (New)
<b>Rental Residential</b>				
		SF		
Under \$1,000	<ul style="list-style-type: none"> <li>• Singles and couples</li> <li>• &lt;\$35K</li> </ul>	300 - 1,200	<ul style="list-style-type: none"> <li>• Affordable housing (LIHTC)</li> <li>• Micro units (studios, small one-beds, converted hotel rooms)</li> </ul>	35
\$1,000 - \$1,500	<ul style="list-style-type: none"> <li>• Singles and couples, empty nesters, young families</li> <li>• \$35K-\$75K</li> </ul>	600 - 1,500	<ul style="list-style-type: none"> <li>• Garden style/walk-up</li> <li>• Mobile home/prefab</li> </ul>	60
\$1,500 - \$2,000	<ul style="list-style-type: none"> <li>• Couples, families</li> <li>• \$50K-\$100K</li> <li>• New in-migrants</li> </ul>	750 - 1,750	<ul style="list-style-type: none"> <li>• Garden style/walk-up</li> <li>• Single-family/townhome rentals</li> </ul>	40
Over \$2,000	<ul style="list-style-type: none"> <li>• Families, empty nesters</li> <li>• \$75K-\$150K+</li> <li>• New in-migrants</li> </ul>	1,000 - 2,000	<ul style="list-style-type: none"> <li>• Large single family</li> <li>• River-adjacent housing</li> </ul>	25
<b>Subtotal Rental Products:</b>				<b>160</b>
<b>For-Sale Residential</b>				
Under \$200K	<ul style="list-style-type: none"> <li>• Singles and couples, empty nesters, young families</li> <li>• &lt;\$50K</li> </ul>	700 - 1,500	<ul style="list-style-type: none"> <li>• Mobile homes</li> <li>• Low-income ownership programs (if available)</li> <li>• ADU/Micro-units</li> </ul>	20
\$200K-\$250K	<ul style="list-style-type: none"> <li>• Couples and families</li> <li>• \$50K-\$75K</li> </ul>	1,200 - 2,000	<ul style="list-style-type: none"> <li>• Townhomes/duplexes</li> <li>• Small-lot single family</li> </ul>	50
\$250K-\$300K	<ul style="list-style-type: none"> <li>• Couples and families</li> <li>• \$50K-\$100K</li> <li>• New in-migrants</li> </ul>	1,500 - 2,250	<ul style="list-style-type: none"> <li>• Single family</li> </ul>	100
Over \$300K	<ul style="list-style-type: none"> <li>• Couples and families, empty nesters</li> <li>• \$75K-\$150K+</li> <li>• New in-migrants</li> <li>• Vacation/second home</li> </ul>	2,000 - 3,500	<ul style="list-style-type: none"> <li>• Large-lot single family</li> <li>• River-adjacent housing</li> <li>• SFD with ADU/casitas (that could be rented out)</li> </ul>	200
<b>Subtotal Ownership Products:</b>				<b>370</b>
<b>Total All Products:</b>				<b>530</b>



# Q&A



# City of Needles, California Request for City Council Action

CITY COUNCIL  NPUA

Regular  Special

**Meeting Date:** January 28, 2025

**Title:** Rodeo Grounds ADA Parking and Path of Travel

**Background:** The City owns the property known as the Rodeo Grounds, located near San Clemente Avenue and Clarry Drive. This site is rented annually to a non-profit organization for a rodeo event, a tradition in Needles for over 40 years. The event attracts residents and families from across the tri-state area, providing significant recreational and community value.

Staff recently evaluated the need for ADA-compliant parking and an accessible path of travel to seating and restrooms for these events. The proposed improvements include:

- Two (2) van-accessible parking spaces
- 132 linear feet (L.F.) of accessible walking path

Staff identified two options for implementing these improvements, factoring in installation costs and ongoing maintenance requirements. Both options include grading the existing surface to meet ADA slope regulations:

**1. Mobi-Mat Installation (Temporary Solution):**

- **Cost:** \$12,325.00
  - \$9,325.00 for the mat
  - \$3,000.00 for grading
- Requires staff time to install and remove the mat after each event.
- Annual maintenance includes fine grading due to weather-related damage and repainting striping for parking stalls.

**2. Concrete Installation (Permanent Solution):**

- **Cost:** \$12,060.00 (includes grading)
- Minimal maintenance required, limited to occasional sweeping.

**Additional Costs:** Signage and striping for parking stalls will be handled by Public Works and included in all options.

**Fiscal Impact:** Maximum cost for construction, Not to Exceed amount of \$13,250 from general fund reserves

**Environmental Impact:** N/A

**Recommended Action:** Provide Direction to staff

**Submitted By:** Kathy Raasch, Director of Development Services/Capital Projects

**City Manager Approval:** Patrick J Martinez

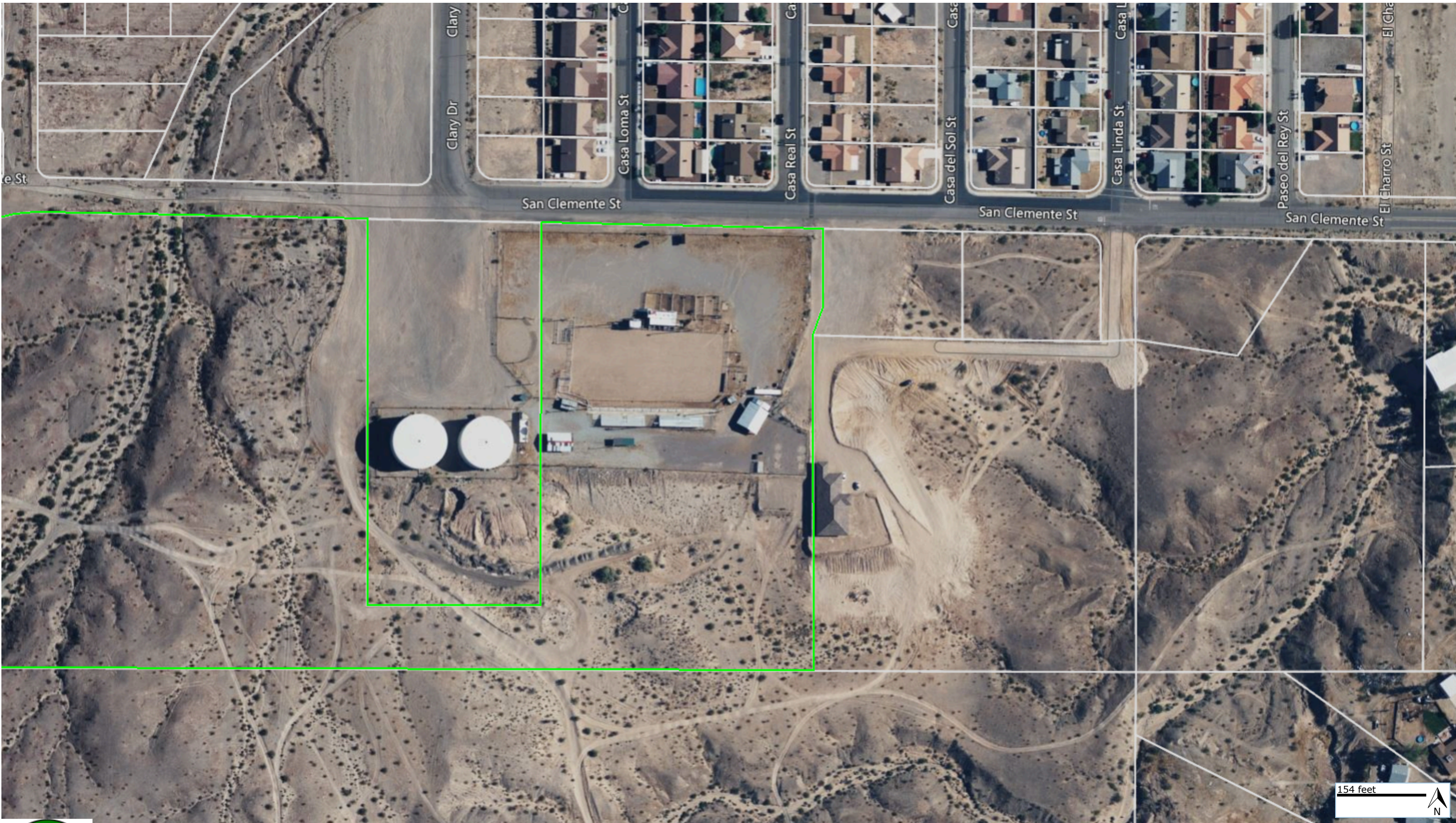
Date: 1/23/2025

**Other Department Approval (when required):** Barbara DiLeo

Date: 1/23/2025

Approved:  Not Approved:  Tabled:  Other:



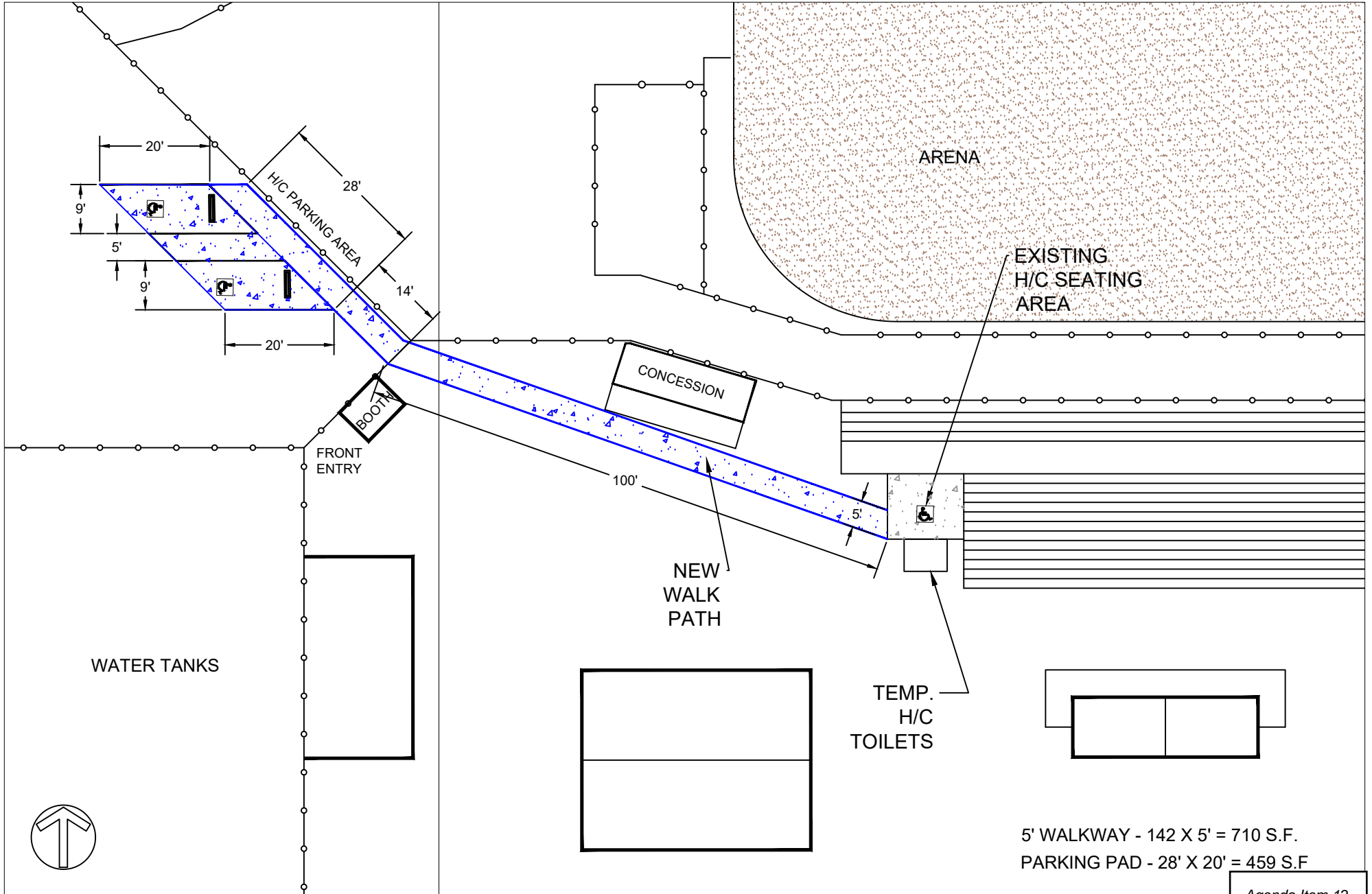




# EXHIBIT A

## Needles Rodeo Grounds

### H/C Accessibility from Parking to Seating / Temp. Toilets



Agenda Item 12.

Deschamps Mats Systems, Inc.  
 218 Little Falls Rd, #12  
 Cedar Grove, NJ 07009

# Quote

Date	Quote #
1/22/2025	E11424

<b>Customer</b>	<b>Ship To</b>
Needles, City of Kathy Raasch 817 Third Street Needles, CA 92363	Needles, City of Kathy Raasch 817 Third Street Needles, CA 92363

<b>Terms</b>	<b>Rep</b>	<b>FOB</b>	<b>Quotation valid until</b>
Net 30	BGPR	New-Jersey	March 31, 2025

Item	Description	Qty	Cost	Total
300261-1520	Mobi-mat (RecPath) AFX golden sand 5' x 50' 2h 20" staples + spikes	2	2,289.00	4,578.00
300409	RECPATH MULTI ANGLE 45° AFX Golden Sand 5' Equipped with H connections spikes and staples	1	719.00	719.00
PR NS or DS	Mobi-mat (RecPath) AFX golden sand 5' x 14" 2h 20" staples + spikes	1	829.00	829.00
PR NS or DS	Mobi-mat (RecPath) AFX golden sand 5' x 28" 2h 20" staples + spikes	1	1,609.00	1,609.00
DELIVERY NT	Boxing/crating, Shipping, Handling, Delivery		1,590.00	1,590.00
	For questions or to proceed with ordering contact Bruce Glen at 917-459-9113 or bruce.glen@mobi-mat.com			

Freight Quote is an estimate only and may be subject to change at time of shipment	<b>Subtotal</b>	\$9,325.00
If authorized by your terms of sales or approved by your representative your signature below will act as consent to proceed with this order as quoted and will become a binding agreement to purchase. Credit Card Payments will be assessed a 3.5% fee.	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$9,325.00
Currency Shown in U.S. Dollar - Foreign customers please remit payment in USD to avoid re-invoicing of any exchange rate loss or fees.		

**Signature**

\_\_\_\_\_

Agenda Item 12.



# QUOTATION

Quote Number: 5938  
 Quote Date: Jan 22, 2025  
 Page: 1

Stewart Concrete & Bobcat, LLC  
 Western Construction Specialists, INC  
 8770 Hwy 95 Dr Mohave Valley, AZ 86440  
 928-788-4453  
 julia@stewartconcrete.com

Quoted To:
City of Needles

Description	Amount
Grading Bid Amount: Includes leveling area as needed not to exceed ADA	3,000.00
Concrete Bid Amount: Location: Needles Rodeo Grounds 1525 San Clemente St, Needles, CA 92363 Pour new concrete per attached drawing provided by City of Needles Concrete to be 4502CL Concrete to include a medium broom finish Concrete to include tool joint control joints per ADA Scope includes: *Grading * All form work * Provide and finish concrete Scope excludes: * Water source - Property owner is responsible for water and water source, if needed * Any and all sealing or curing * Any and all surveys * Any and all permits fees * Any and all 3rd party inspections * Pretreat * Any and all compaction testing and certificates * Traffic control	9,060.00

To approve, please sign and return to julia@stewartconcrete.com:

Subtotal	12,060.00
<b>TOTAL</b>	<b>12,060.00</b>

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Needles, California Request for City Council Action

CITY COUNCIL  NPUA

Regular  Special

**Meeting Date:** January 28, 2025

**Title:** Accept NOTICE OF COMPLETION's for work completed by Tony Cossi Construction and Brack Construction for the Neighborhood Beautification Program at 415 La Mesa Way, 381 Needles Hwy, 316 E Street, 2010 Luna Vista, 321 Chestnut Street and 300 Walnut Street

**Background:** The City Council of the City of Needles in its capacity as Successor Housing Agency to the Redevelopment Agency of the City of Needles approved the policies for the implementation and administration of the Neighborhood Beautification Program. The Low and Moderate Income Housing Asset Fund (the "LMIHAF") allocated \$260,000 towards 12 projects (approx. \$20,000 for each project with the remaining funds to be used for administrative costs).

The purpose of the program is to provide up to \$20,000 of LMIHAF funding for the correction of any exterior physical deficiencies to residential structures, fences, landscaping, and other related appurtenances that are visible from a public right-of-way (as defined within the Program Policies), with priority given to code-related improvements.

On July 12, 2022, the City Council awarded Contractor Services for the Neighborhood Beautification Program to Brack Construction Inc. to construct improvements. Brack completed eight (8) locations and then withdrew from the program. Six (6) of the eight (8) locations were accepted by City Council on June 27, 2023. The remaining two projects are presented herein.

On April 23, 2024, the City Council awarded Contractor Services for the Neighborhood Beautification Program to Tony Cossi Construction to complete four (4) remaining locations. Tony Cossi completed the four (4) locations on January 7, 2025, which will conclude this program.

\$120,000 was expended from the Low and Moderate Income Housing Asset Fund ("LMIHAF") for the following projects:

- 415 La Mesa Way (\$20,000) – Retaining wall, chain link fence
- 381 Needles Hwy (\$20,000) - Concrete flatwork, chain link fence, gate, flagstone and crushed rock
- 316 E Street (\$20,000) - Painted house and completed stucco patch, remove wood fence, install block wall
- 2010 Luna Vista (\$20,000) – Concrete flatwork, landscape rock, flagstone and a tree
- 321 Chestnut – (\$20,000) – Window removal, stucco & sheet rock patching, paint house & garage, landscape rock
- 300 Walnut Street – (\$19,500) – Remove existing roofing and install new sheeting and shingle roof, painted house

**Fiscal Impact:** The Low and Moderate Income Housing Asset Fund ("LMIHAF") allocated \$260,000 towards 12 projects. Brack Construction Inc. completed eight (8) locations for in the amount of \$184,762 and Tony Cossi Construction completed four (4) locations in the amount of \$56,284 for an overall total of \$241,046; leaving \$18,954 to be applied to administrative costs.

**Recommended Action:** Accept NOTICE OF COMPLETION's for work completed by Tony Cossi Construction and Brack Construction for the Neighborhood Beautification Program at 415 La Mesa Way, 381 Needles Hwy, 316 E Street, 2010 Luna Vista, 321 Chestnut Street and 300 Walnut Street

**Submitted By:** Kathy Raasch, Director of Development Services/Capital Project

**City Manager Approval:** Patrick J. Martinez

Date: 1/23/2025

**Other Department Approval (when required):** Barbara DiLeo

Date: 1/23/2025

Approved:  Not Approved:  Tabled:  Other:

Agenda Item 13.

RECORDING REQUESTED BY:

City of Needles  
817 Third Street  
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

**City of Needles**  
**817 Third Street**  
**Needles, CA 92363**

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

The full NAME of the OWNER is HENRY L. LONGBRAKE

The ADDRESS of the OWNER is 2010 LUNA VISTA, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 0185-252-06-0000

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

**Contractor's Name**

**Contractor's Address:**

**BRACK CONSTRUCTION INC.**

2570 LONDON DRIVE, SUITE D, BULLHEAD CITY, AZ 86429

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 01/28/2025 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 09/15/2022

Improvements described as

CONCRETE FLAT WORK, AS PART OF THE NEIGHBORHOOD BEAUTIFICATION PROGRAM.

I, Patrick J. Martinez am the  
*(Name of below signor)*

City Manager  
*(Owner, President, Authorized Agent, Partner, etc.)*

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

Date: 01/29/2025

Signature: \_\_\_\_\_

*Patrick J. Martinez, City Manager, City of Needles*



RECORDING REQUESTED BY:

City of Needles  
817 Third Street  
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

**City of Needles**  
**817 Third Street**  
**Needles, CA 92363**

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

The full NAME of the OWNER is ELVIN PETERSON

The ADDRESS of the OWNER is 318 NEEDLES WAY, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 0660 - 231-28-0000

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

**Contractor's Name**

**Contractor's Address:**

**TONY COSSI CONSTRUCTION**

**6426 MEDIO STREET, SAN DIEGO, CA 921124**

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 01/28/2025 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 01/07/2025

Improvements described as

INSTALL CONCRETE FLAT WORK, 4' HIGH CHAIN LINK FENCE, W/ WALK GATE AND VEHICLE GATE, FLAGSTONE WALKWAY AND LANDSCAPE ROCK, AS PART OF THE NEIGHBORHOOD BEAUTIFICATION PROGRAM.

I, Patrick J. Martinez am the  
*(Name of below signor)*

City Manager  
*(Owner, President, Authorized Agent, Partner, etc.)*

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

Date: 01/29/2025

Signature: \_\_\_\_\_

*Patrick J. Martinez, City Manager, City of Needles*

RECORDING REQUESTED BY:

City of Needles  
817 Third Street  
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

**City of Needles**  
**817 Third Street**  
**Needles, CA 92363**

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

The full NAME of the OWNER is DAVID AND MARIE LEONARD

The ADDRESS of the OWNER is 316 E. STREET, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 0186-122-18-0000

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

**Contractor's Name**

**Contractor's Address:**

**TONY COSSI CONSTRUCTION**

**6426 MEDIO STREET, SAN DIEGO, CA 921124**

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 01/28/2025 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 01/07/2025

Improvements described as

REMOVE & DISPOSE OF EXISTING WOOD FENCE, INSTALLED APPROX. 36 L.F OF 6' BLOCK WALL W/ CAP, AS PART OF THE NEIGHBORHOOD BEAUTIFICATION PROGRAM.

I, Patrick J. Martinez am the  
*(Name of below signor)*

City Manager  
*(Owner, President, Authorized Agent, Partner, etc.)*

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

Date: 01/29/2025

Signature: \_\_\_\_\_

*Patrick J. Martinez, City Manager, City of Needles*

RECORDING REQUESTED BY:

City of Needles  
817 Third Street  
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

**City of Needles**  
**817 Third Street**  
**Needles, CA 92363**

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

The full NAME of the OWNER is AIDE M. TOVAR

The ADDRESS of the OWNER is 321 CHESTNUT ST, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 0185-102-01-0000

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

**Contractor's Name**

**Contractor's Address:**

**BRACK CONSTRUCTION INC.**

2570 LONDON DRIVE, SUITE D, BULLHEAD CITY, AZ 86429

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 01/28/2025 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 09/15/2022

Improvements described as

PREP & PAINT HOUSE AND EVES, AS PART OF THE NEIGHBORHOOD BEAUTIFICATION PROGRAM.

I, Patrick J. Martinez am the  
*(Name of below signor)*

City Manager  
*(Owner, President, Authorized Agent, Partner, etc.)*

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

Date: 01/29/2025

Signature: \_\_\_\_\_

*Patrick J. Martinez, City Manager, City of Needles*

RECORDING REQUESTED BY:

City of Needles  
817 Third Street  
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

**City of Needles**  
**817 Third Street**  
**Needles, CA 92363**

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

The full NAME of the OWNER is KATHERYN WHEELER

The ADDRESS of the OWNER is 300 WALNUT ST, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 0185-102-06-0000

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

**Contractor's Name**

**Contractor's Address:**

**BRACK CONSTRUCTION INC.**

2570 LONDON DRIVE, SUITE D, BULLHEAD CITY, AZ 86429

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 01/28/2025 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 09/15/2022

Improvements described as

PREP WORK INCLUDING STUCCO REPAIR, TAPE, TEXTURE & PAINT HOUSE AND GARAGE, INSTALL LANDSCAPE ROCK, AS PART OF THE NEIGHBORHOOD BEAUTIFICATION PROGRAM.

I, Patrick J. Martinez am the  
*(Name of below signor)*

City Manager  
*(Owner, President, Authorized Agent, Partner, etc.)*

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

Date: 01/29/2025

Signature: \_\_\_\_\_

*Patrick J. Martinez, City Manager, City of Needles*

RECORDING REQUESTED BY:

City of Needles  
817 Third Street  
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

**City of Needles**  
**817 Third Street**  
**Needles, CA 92363**

No fee per Govt. Code § 27383

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## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

The full NAME of the OWNER is HENRY L. LONGBRAKE

The ADDRESS of the OWNER is 2010 LUNA VISTA, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 0185-252-06-0000

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

**Contractor's Name**

**Contractor's Address:**

**TONY COSSI CONSTRUCTION**

**6426 MEDIO STREET, SAN DIEGO, CA 921124**

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 01/28/2025 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 01/07/2025

Improvements described as  
**INSTALLATION OF LANDSCAPE ROCK, FLAGSTONE PATH & PLANTING OF 1 TREE UNDER THE NEIGHBORHOOD BEAUTIFICATION PROGRAM.**

I, Patrick J. Martinez am the  
*(Name of below signor)*

City Manager  
*(Owner, President, Authorized Agent, Partner, etc.)*

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

Date: 01/29/2025

Signature: \_\_\_\_\_

*Patrick J. Martinez, City Manager, City of Needles*

RECORDING REQUESTED BY:

City of Needles  
817 Third Street  
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

**City of Needles**  
**817 Third Street**  
**Needles, CA 92363**

No fee per Govt. Code § 27383

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## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

The full NAME of the OWNER is DAVID AND MARIE LEONARD

The ADDRESS of the OWNER is 316 E. STREET, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 0186-122-18-0000

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

**Contractor's Name**

**Contractor's Address:**

**BRACK CONSTRUCTION INC.**

2570 LANDON DRIVE, SUITE D, BULLHEAD CITY, AZ 86429

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 01/28/2025 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 09/15/2022

Improvements described as

PREP AND PAINTED HOUSE, AS PART OF THE NEIGHBORHOOD BEAUTIFICATION PROGRAM.

I, Patrick J. Martinez am the  
*(Name of below signor)*

City Manager  
*(Owner, President, Authorized Agent, Partner, etc.)*

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

Date: 01/29/2025

Signature: \_\_\_\_\_

*Patrick J. Martinez, City Manager, City of Needles*

RECORDING REQUESTED BY:

City of Needles  
817 Third Street  
Needles, CA 92363

AND WHEN RECORDED MAIL TO:

**City of Needles**  
**817 Third Street**  
**Needles, CA 92363**

No fee per Govt. Code § 27383

~ SPACE ABOVE FOR RECORDER'S USE ONLY ~

## NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

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

The full NAME of the OWNER is MIRNA GARCIA

The ADDRESS of the OWNER is 415 LA MESA WAY, NEEDLES, CA 92363

The NATURE OF THE INTEREST or estate of the undersigned is In FEE

Street Address / APN (if applicable) 0186-142-20-0000

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

**Contractor's Name**

**Contractor's Address:**

**TONY COSSI CONSTRUCTION**

**6426 MEDIO STREET, SAN DIEGO, CA 921124**

The property on which said work of improvement was completed is in the City of **Needles**, County of **San Bernardino**, State of **California**, and was approved by the Needles City Council by minute action at the 01/28/2025 meeting and is DESCRIBED AS FOLLOWS:

Improvement on the property hereinafter described and COMPLETED on 01/07/2025

Improvements described as

**REMOVE EXISTING FENCE. INSTALLED APPROX. 38 L.F. OF RETAINING WALL W/ CAP. INSTALLED CHAIN LINK ON RETAINING WALL, UNDER THE NEIGHBORHOOD BEAUTIFICATION PROGRAM.**

I, Patrick J. Martinez am the  
*(Name of below signor)*

City Manager  
*(Owner, President, Authorized Agent, Partner, etc.)*

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

Date: 01/29/2025

Signature: \_\_\_\_\_

*Patrick J. Martinez, City Manager, City of Needles*



# City of Needles, California

## Request for City Council Action

CITY COUNCIL  NPUA

Regular  Special

**Meeting Date:** January 28, 2025

**Title:** Research on Ordinance for Coyotes in the City of Needles

**Background:** At the January 14, 2025, City Council meeting, staff were directed to explore the feasibility of implementing ordinances to address coyote interactions within the rural City of Needles. Coyotes are prevalent in rural and desert areas and have increasingly adapted to urban environments, often resulting in conflicts with residents.

Under California law, coyotes are classified as non-game mammals, allowing them to be hunted year-round with a valid California hunting license in designated areas. However, relocation of coyotes requires written permission from the California Department of Fish and Wildlife (CDFW). These regulatory frameworks highlight the need for localized management strategies tailored to the specific challenges of rural communities like Needles.

### Existing Ordinances in Other Rural Cities:

In rural California, many cities and counties adopt coyote management plans focused on education, coexistence, and community-based strategies. Key practices include:

- **Public Education:** Teaching residents how to minimize coyote encounters by securing food sources, supervising pets, and maintaining clean yards.
- **Deterrent Strategies:** Encouraging the use of humane deterrents like motion-sensor lights or noise devices to keep coyotes away.
- **Removal Policies:** Establishing clear guidelines for when and how to remove problem coyotes in collaboration with wildlife agencies.

Examples include the City of Palmdale's educational campaigns and Riverside County's predator control programs.

### Current Ordinances in the City of Needles:

The City of Needles currently has ordinances that may apply to coyote management:

#### 1. Section 4-18 of the City of Needles Municipal Code – Means of Capture:

- Provides authority to law enforcement and Animal Control Officers to use tranquilizers or other means to capture, subdue, or remove animals running at large or posing a threat to public safety.

While this addresses immediate threats, it does not provide a comprehensive framework for managing coyote populations or preventing conflicts.

### Challenges Specific to Rural Areas:

#### 1. Extensive Habitat Range:

Coyotes benefit from access to undeveloped land around Needles, complicating population control efforts.

#### 2. Resource Limitations:

Smaller rural communities often lack funding and personnel to implement intensive wildlife management programs.

#### 3. Public Safety Concerns:

Coyotes in residential areas pose potential risks to pets, livestock, and occasionally humans, requiring a balanced approach that addresses safety and ecological conservation.



**Next Steps:**

1. **Develop a Coyote Management Plan:** Include public education initiatives, clear guidelines for when intervention is necessary, and coordination with CDFW for compliance with state regulations.
2. **Community Workshops:** Engage residents to share best practices for reducing coyote attractants and ensuring safety.
3. **Policy Updates:** Consider adopting ordinances that outline a proactive, long-term approach to coyote management in rural settings.

**Environmental Impact:** N/A

**Fiscal Impact:** The estimated cost to develop a coyote management ordinance, including associated staff time, attorney fees, public outreach, training, and materials, ranges from \$12,000 to \$25,000.

**Recommended Action:** Provide direction to staff regarding the next steps in addressing coyote management.

**Submitted By:** Tony Rubalcaba, Animal Control Officer

**City Manager Approval:** Patrick J. Martinez

Date: 1/23/2025

**Other Department Approval (when required):** Barbara DiLeo

Date: 1/23/2025

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
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#### **4-18 Means Of Capture**

The animal control officer or any police officer shall have the authority, when deemed by them reasonably necessary, to utilize a tranquilizer gun or any other form of device or substance in order to apprehend, capture, control, or subdue or destroy any animal either running at large, or considered to be a threat. (Ord. No. 447-AC)

## California Laws Regarding the Taking and Trapping of Coyotes

### Fish and Game Code

Section 4152. (a) Except as provided in Section 4005, nongame mammals and black-tailed jackrabbits, muskrats, subspecies of red fox that are not the native Sierra Nevada red fox (*Vulpes vulpes necator*), and red fox squirrels that are found to be injuring growing crops or other property may be taken at any time or in any manner in accordance with this code and regulations adopted pursuant to this code by the owner or tenant of the premises or employees and agents in immediate possession of written permission from the owner or tenant thereof. They may also be taken by officers or employees of the Department of Food and Agriculture or by federal, county, or city officers or employees when acting in their official capacities pursuant to the Food and Agricultural Code pertaining to pests, or pursuant to Article 6 (commencing with Section 6021) of Chapter 9 of Part 1 of Division 4 of the Food and Agricultural Code. Persons taking mammals in accordance with this section are exempt from Section 3007, except when providing trapping services for a fee. Raw furs, as defined in Section 4005, that are taken under this section, shall not be sold.

(b) Traps used pursuant to this section shall be inspected and all animals in the traps shall be removed at least once daily. The inspection and removal shall be done by the person who sets the trap or the owner of the land where the trap is set or an agent of either.

4153. The department may enter into cooperative agreements with any agency of the state or the United States for the purpose of controlling harmful nongame mammals. The department may take any mammal which, in its opinion, is unduly preying upon any bird, mammal, or fish.

4154. The department may enter into cooperative contracts with the United States Fish and Wildlife Service in the Department of the Interior in relation to the control of nongame mammals and for that purpose may expend any money made available to the department for expenditure for control or eradication of nongame mammals.

### Title 14 California Code of Regulations

#### 465.5 Use of Traps

(a) Traps Defined. Traps are defined to include padded-jaw leg-hold, steel-jawed leg-hold, and conibear traps, snares, dead-falls, cage traps and other devices designed to confine, hold, grasp, grip, clamp or crush animals' bodies or body parts.

(b) Affected Mammals Defined. For purposes of this section, furbearing mammals, game mammals, nongame mammals, and protected mammals are those mammals so defined by statute on January 1, 1997, in sections 3950, 4000, 4150 and 4700 of the Fish and Game Code.

(c) Prohibition on Trapping for the Purposes of Recreation or Commerce in Fur. It is unlawful for any person to trap for the purposes of recreation or commerce in fur any furbearing mammal or nongame mammal with any body-gripping trap. A body-gripping trap is one that grips the mammal's body or body part, including, but not limited to, steel-jawed leg-hold traps, padded-jaw leg-hold traps, conibear traps, and snares. Cage and box traps, nets, suitcase-type live beaver traps, and common rat and mouse traps shall not be considered body-gripping traps and may be used to trap for the purposes of recreation or commerce in fur any furbearing or nongame mammal.

(d) Prohibition on Exchange of Raw Fur. It is unlawful for any person to buy, sell, barter, or otherwise exchange for profit, or to offer to buy, sell, barter, or otherwise exchange for profit, the raw fur, as defined

by Section 4005 of the Fish and Game Code, of any furbearing mammal or nongame mammal that was trapped in this state, with a body-gripping trap as described in subsection (c) above.

(e) Prohibition on Use of Steel-jawed Leg-hold Traps by Individuals. It is unlawful for any person to use or authorize the use of any steel-jawed leg-hold trap, padded or otherwise, to capture any game mammal, furbearing mammal, nongame mammal, protected mammal, or any dog or cat.

(1) Exception for Extraordinary Case to Protect Human Health or Safety. The prohibition in subsection (e) does not apply to federal, state, county, or municipal government employees or their duly authorized agents in the extraordinary case where the otherwise prohibited padded-jaw leg-hold trap is the only method available to protect human health or safety.

(A) Leg-hold Trap Requirements. Leg-hold traps used to implement subsection (e)(1) must be padded, commercially manufactured, and equipped as provided in subsections (A)1. through (A)5. below.

1. Anchor Chains. Anchor chains must be attached to the center of the padded trap, rather than the side.
2. Chain Swivels. Anchor chains must have a double swivel mechanism attached as follows: One swivel is required where the chain attaches to the center of the trap. The second swivel may be located at any point along the chain, but it must be functional at all times.
3. Shock Absorbing Device. A shock absorbing device such as a spring must be in the anchor chain.
4. Tension Device. Padded leg-hold traps must be equipped with a commercially manufactured pan tension adjusting device.
5. Trap Pads. Trap pads must be replaced with new pads when worn and maintained in good condition.

(f) Use of Non-Body-Gripping Traps for Purposes of Recreation or Commerce in Fur. Any person who utilizes non-body-gripping traps for the take of furbearing mammals and nongame mammals for purposes of recreation or commerce in fur must comply with the provisions of subsections (g)(1) through (3) below.

(1) Trap Number Requirement. Any person who traps furbearing mammals or nongame mammals shall obtain a trap number issued by and registered with the department. All traps, before being put into use, shall bear only the current registered trap number or numbers of the person using, or in possession of those traps. This number shall be stamped clearly on the trap or on a metal tag attached to the chain of the trap or to any part of the trap.

(g) Use of Conibear Traps, Snares, Cage and Box Traps, Nets, Suitcase-type Live Beaver Traps and Common Rat and Mouse Traps for Purposes Unrelated to Recreation or Commerce in Fur. Conibear traps, snares, cage and box traps, nets, suitcase-type live beaver traps and common rat and mouse traps may be used by individuals to take authorized mammals for purposes unrelated to recreation or commerce in fur, including, but not limited to, the protection of property, in accordance with subsections (1) through (5) below. Except for common rat and mouse traps, all traps used pursuant to this subsection must be numbered as required by subsection (f)(1) above. The prohibitions of subsections (c) and (d) above shall apply to any furbearing or nongame mammal taken by a conibear trap or snare pursuant to this subsection (g).

(1) Immediate Dispatch or Release. All furbearing and nongame mammals that are legal to trap must be immediately killed or released. Unless released, trapped animals shall be killed by shooting where local ordinances, landowners, and safety permit. This regulation does not prohibit employees of federal, state, or local government from using chemical euthanasia to dispatch trapped animals.

(2) Trap Visitation Requirement. All traps shall be visited at least once daily by the owner of the traps or his/her designee. Such designee shall carry on his/her person written authorization, as owner's representative, to check traps. In the event that an unforeseen medical emergency prevents the owner of the traps from visiting traps another person may, with written authorization from the owner, check traps as required. The designee and the person who issues the authorization to check traps shall comply with all provisions of Section 465.5. Each time traps are checked all trapped animals shall be removed.

(3) Trap Placement Requirement. Traps may not be set within 150 yards of any structure used as a permanent or temporary residence, unless such traps are set by a person controlling such property or by a person who has and is carrying with him written consent of the landowner to so place the trap or traps.

# Mammal Hunting Regulations: Nongame Animals

California Code of Regulations ▶ Title 14. Natural Resources ▶ Division 1. Fish and Game Commission - Department of Fish and Wildlife ▶ Subdivision 2. Game, Furbearers, Nongame, and Depredators ▶ **Chapter 6. Nongame Animals**

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- [§472. General Provisions.](#)
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- [§478. Bobcat.](#)
- [§478.1. Bobcat Hunting Tags.](#)
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## Chapter 6. Nongame Animals

### §472. General Provisions.

Except as otherwise provided in Sections 478 and 485 and subsections (a) through (d) below, nongame birds and mammals may not be taken.

- (a) The following nongame birds and mammals may be taken at any time of the year and in any number except as prohibited in Chapter 6: English sparrow, starling, domestic pigeon ( *Columba livia*) except as prohibited in Fish and Game Code section 3680, coyote, weasels, skunks, opossum, moles and rodents (excluding tree and flying squirrels, and those listed as furbearers, endangered or threatened species).
- (b) Fallow, sambar, sika, and axis deer, of either sex, may be taken concurrently with the general deer season and on properties where an authorized deer, elk, or pronghorn antelope season is open. There is no bag or possession limit for deer taken pursuant to this subsection.

- (1) It shall be unlawful to take any deer pursuant to this subsection without a valid hunting license in possession, but no tag, stamp, or additional endorsement of any kind is required.
- (2) It shall be unlawful to detach or remove only the head, hide, or antlers of any deer taken pursuant to this subsection, or to leave through carelessness or neglect any portion of the flesh normally eaten by humans to go to waste..
- (c) Aoudad, mouflon, tahr, and feral goats may be taken all year.
- (d) American crows (*Corvus brachyrhynchos*)
  - (1) May be taken only under the provisions of Section 485 and by landowners or tenants, or by persons authorized in writing by such landowners or tenants, when American crows are committing or about to commit depredations upon ornamental or shade trees, agricultural crops, livestock, or wildlife, or when concentrated in such numbers and manner as to constitute a health hazard or other nuisance. Persons authorized by landowners or tenants to take American crows shall keep such written authorization in their possession when taking, transporting or possessing American crows. American crows may be taken only on the lands where depredations are occurring or where they constitute a health hazard or nuisance. If required by Federal regulations, landowners or tenants shall obtain a Federal migratory bird depredation permit before taking any American crows or authorizing any other person to take them.
  - (2) American crows may be taken under the provisions of this subsection only by firearm, bow and arrow, falconry or by toxicants by the Department of Food and Agriculture for the specific purpose of taking depredating crows. Toxicants can be used for taking crows only under the supervision of employees or officers of the Department of Food and Agriculture or federal or county pest control officers or employees acting in their official capacities and possessing a qualified applicator certificate issued pursuant to sections 14151-14155 of the Food and Agriculture Code. Such toxicants must be applied according to their label requirements developed pursuant to sections 6151-6301, Title 3, California Code of Regulations.
- (e) Pursuant to Fish and Game Code Section 2003, it is unlawful to offer any prize or other inducement as a reward for the taking of nongame mammals in an individual contest, tournament, or derby.

*Amendment filed 12/22/16; effective 4/1/17. Editorial correction Register 2017-No 13.*

### **§473. Possession of Nongame Animals.**

- (a) Any nongame bird or mammal that has been legally taken pursuant to this chapter may be possessed.
- (b) It is unlawful to possess live nutria (*Myocastor coypus*), and the Department shall not issue any permit authoring possession of any live nutria.

*Amendment filed 2/27/2020; effective 4/1/2020.*

### **§474. Hours for Taking.**

Nongame mammals may be taken at any time except as provided in this section.

- (a) Area Closed to Night Hunting. Nongame mammals may be taken only between one-half hour before sunrise and one-half hour after sunset in the following described area: Beginning at a point where Little Panoche Road crosses Interstate 5 near Mendota; south on Interstate 5 to Highway 198; east on Highway 198 to Highway 99; south on Highway 99 to Interstate 5; south on Interstate 5 to the Los Padres National Forest boundary in Section 8, T 9 N, R 19 W, S.B.B.M near Fort Tejon Historical Monument; west along the National Forest boundary to Cerro Noroeste Road; northwest on Cerro Noroeste Road to Highway 33-166; north on Highway 33-166 to the Soda Lake Road; northwest on the Soda Lake Road and on the Simmler Soda Lake San Diego Creek Road to Highway 58 at Simmler; west on Highway 58 to the Cammotti Shandon Road; north on the Cammotti Shandon Road to the Shandon San Juan Road; north on the Shandon San Juan Road to Highway 41; northeast on Highway 41 to the Cholame Valley Road; northwest on Cholame Valley Road and Cholame Road to the Parkfield Coalinga Road in Parkfield; north on Parkfield Coalinga Road and Parkfield Grade to Highway 198; northwest on Highway 198 to the Fresno-Monterey county line; north along the Fresno-Monterey county and Fresno-San Benito county lines to the Little Panoche Road; north and east on the Little Panoche Road to the point of beginning at Interstate 5.

This section does not pertain to the legal take of nongame mammals with traps as provided for by Sections 461-480 of these regulations, and by Sections 4000-4012, 4152 and 4180 of the Fish and Game Code. (This regulation supersedes Section 3000 of the Fish and Game Code.)

- (b) On privately-owned property, not included in (a) above, nongame mammals may be taken from one-half hour after sunset to one-half hour before sunrise only by the landowner or his agents, or by persons who have in their immediate possession written permission issued by the landowner or tenant that states the permittee can trespass from one-half hour after sunset to one-half hour before sunrise on property under the ownership or control of such landowners or tenants.
- (c) Fallow deer, axis deer, sambar deer, sika deer, aoudad, mouflon, tahr and feral goats may be taken only from one-half hour before sunrise to one-half hour after sunset.

*Amendment of subsection (a) filed 6-7-82; designated effective 6-17-82.*

## **§475. Methods of Take for Nongame Birds and Nongame Mammals.**

Nongame birds and nongame mammals may be taken in any manner except as follows:

- (a) Poison may not be used.
- (b) Recorded or electrically amplified bird or mammal calls or sounds or recorded or electrically amplified imitations of bird or mammal calls or sounds may not be used to take any nongame bird or nongame mammal except coyotes, bobcats, American crows and starlings.
- (c) Fallow deer, sambar deer, axis deer, sika deer, aoudad, mouflon, tahr and feral goats may be taken only with the equipment and ammunition specified in Section 353 of these regulations.
- (d) Traps may be used to take nongame birds and nongame mammals only in accordance with the provisions of Section 465.5 of these regulations and sections 3003.1 and 4004 of the Fish and Game Code.

- (e) No feed, bait or other material capable of attracting a nongame mammal may be placed or used in conjunction with dogs for the purpose of taking any nongame mammals. Nothing in this section shall prohibit an individual operating in accordance with the provisions of Section 465.5 from using a dog to follow a trap drag and taking the nongame mammal caught in that trap.
- (f) The take or attempted take of any nongame bird or nongame mammal with a firearm shall be in accordance with the use of nonlead projectiles and ammunition pursuant to Section 250.1 of these regulations.
- (g) It shall be unlawful to use lures or similar materials that contain or are labeled or advertised as containing any chronic wasting disease sensitive cervid biofluid as defined in Section 714, including but not limited to urine, feces, saliva, and scent gland secretions, to take any nongame bird or nongame mammal.

*Amendment filed 7/1/2024; effective 7/1/2024.*

## **§478. Bobcat.**

- (a) It shall be unlawful to pursue, take or possess any bobcat without first procuring a hunting license and bobcat hunting tags. This Section shall not apply to bobcats taken pursuant to Section 4152 of the Fish and Game Code and Section 401 of these regulations.
- (b) Hunting: The pursuit, take, or possession of a bobcat under the authority of a hunting license and a bobcat hunting tag shall be in accordance with the provisions of Section 3960 of the Fish and Game Code, this Section, and sections 472, 473, 474, 475, 478.1 and 479 of these regulations. Bobcats may be taken statewide under the authority of a hunting license and bobcat hunting tags between October 15 through February 28. The bag and possession limit is five bobcats per season.
- (c) Trapping: It shall be unlawful to trap any bobcat, or attempt to do so, or to sell or export any bobcat or part of any bobcat taken in the State of California. Any holder of a trapping license who traps a bobcat shall immediately release the bobcat to the wild unharmed.

*Change without regulatory effect 8/9/2019.*

### **§478.1. Bobcat Hunting Tags.**

- (a) Any person who possesses a valid hunting license may, upon payment of the fee specified in Section 702, procure only five revocable, nontransferable bobcat hunting tags. Such tags shall be acquired through the department's Automated License Data System terminals at any department license agent or department license sales office. These tags do not act as shipping tags as required in Section 479 for pelts taken under a trapping license.
- (b) Bobcat hunting tags are valid only during that portion of the current hunting license year in which bobcats may be legally harvested as provided in Section 478.
- (c) The holder of a bobcat hunting tag shall carry the tag while hunting bobcats. Upon the harvesting of any bobcat, the hunter shall immediately fill the tag completely, legibly, and permanently, and cut out or punch out and completely remove notches or punch holes for the month and date of the kill.



One part of the tag shall be immediately attached to the pelt and kept attached until it is tanned, dried or mounted. The other part of the tag shall be sent immediately to the department.

- (d) Possession of any untagged bobcat taken under the authority of the hunting license shall be a violation of this section except that the provisions of this section shall not apply to the owner or tenant of land devoted to the agricultural industry nor to authorized county, state or federal predatory animal control agents operating under a written trapping agreement with the appropriate landowner while on such land and in connection with such agricultural industry. It is unlawful for any person to sell, offer for sale, barter, trade, purchase, transport from this state, or offer for out-of-state shipment by any common carrier any bobcat pelts, or parts thereof taken pursuant to this provision.
- (e) Any person who is convicted of violating any provision of this chapter shall forfeit his bobcat hunting tags, and shall not apply for additional tags during the then current hunting license year.

*Amendment filed 7/8/11; effective 7/8/11.*

## **§479. Bobcat Pelts.**

- (a) Except for bobcats taken under a hunting license and tagged with a bobcat hunting tag as set forth in Section 478.1, or as provided in subsection 479(b), it shall be unlawful for any person to possess, whether for sale, export, or personal use, any bobcat pelt or part thereof taken in California without a department mark or shipping tag affixed to the pelt or part. Beginning November 20, 2015, the department shall not affix a department mark or shipping tag on any bobcat pelt.
- (b) It is unlawful for any person to import, receive from out-of-state, or receive for sale, any bobcat pelt, or parts thereof that is not:
  - (1) Marked with the current export or shipping tag from the state of origin.
  - (2) Accompanied by an import declaration in accordance with Section 2353 of the Fish and Game Code, and specifying the number and kind of raw pelts in the shipment, the state in which the bobcats were taken, the license number under which they were taken and attesting that they were legally taken. Demonstration of the declaration of entry, pelt ownership and proof of legal take and marking is required of anyone receiving bobcat pelts from out-of-state upon the request of the department.

*Amendment filed 11/13/2015; operative 11/20/2015.*



## City of Needles, California Request for City Council Action

CITY COUNCIL  NPUA

Regular  Special

**Meeting Date:** January 28, 2025

**Title:** City Council Resolution No. 2025-11

Approving an affordable housing loan of \$275,000 from the State of California Prohousing Incentive Pilot Program (PIP) to 1707 Needles Highway (NHLLC) For Rehabilitation of 1707 Needles Highway, Needles, CA 92363 (APN 0185-048-09-0000), and granting authority to the City Manager to execute the agreement.

**Background:** On June 12, 2023, the City of Needles ("City") was one of eighteen (18) jurisdictions awarded funding under the Prohousing Incentive Pilot (PIP) Program by the State of California. The City was awarded \$445,000 for certain affordable housing activities. The purpose of the program is to provide local jurisdictions funding to help alleviate California's housing crisis by making additional resources available to local communities.

1707 Needles Highway LLC ("NHLLC") is the owner of the subject property located at 1707 Needles Highway Needles, CA 92363. This is a former hotel/motel that is planned to be repurposed into twenty-nine (29) micro apartments (also sometimes referred to as an efficiency apartment units). This rehabilitation project has been conditionally approved as appropriate use by the State of California Housing and Community Development Department (HCD).

Staff have worked with Armen Ghadimiana, the Manager/Member of NHLLC on a scope of work to rehabilitate the buildings into twenty-nine (29) units of affordable housing. All units will be efficiency apartment units of approximately 300 square feet each. Each unit shall have a sleeping area, kitchenette (inclusive of a two (2) burner stove and electric vent, a bathroom including shower/tub, toilet, sink, mirror and cabinet) and a storage area (for clothing and other personal possessions). A full Scope of Work is attached to the Affordable Housing Agreement. In total, the rehabilitation costs are estimated to be approximately \$675,000.

The form of assistance, based on the rules and regulations of PIP funding, is a forgivable loan to NHLLC. The scheduled loan amount is not to exceed \$275,000 or approximately 41% of the total rehabilitation costs. In exchange, the property will be rehabilitated into twenty-nine (29) units of affordable housing to person(s)/families not exceeding 80% of the County Median Income adjusted by family size. The affordability covenants will be recorded against the property and will apply (run) for fifty-five (55) years. An example, using 2024 figures, a family of one (1), which is the appropriate number of users for an efficiency unit, must have a household income of under \$57,400 to qualify to live in one of these units.

Work on the units will be completed by a licensed contractor and all applicable State and City Building and Safety rules and regulations shall apply. The City is NOT a party to the construction contract and will only reimburse the applicant for work completed and inspected. Finally, execution of an Agreement with NHLLC shall be contingent upon NHLLC receiving appropriate land-use approvals for residential (multi-family) use.

**Fiscal Impact:** Funding of the recommended Affordable Housing Loan does not impact on the City of Needles General Fund or any City of Needles Enterprise Funds (utilities) as funding is derived from the State of California Prohousing Incentive Pilot Program (PIP).

**Environmental Impact:** The building superstructure is already existing and therefore is exempt from any action or predetermined action under the California Environmental Quality Act (CEQA)

**Recommendation:** Approve City Council Resolution No. 2025-11, authorizing an affordable housing loan of \$275,000 from the State of California Prohousing Incentive Pilot Program (PIP) to 1707 Needles Highway (NHLLC) For Rehabilitation of 1707 Needles Highway, Needles, CA 92363 (APN 0185-048-09-0000), and granting authority to the City Manager to execute the agreement.

**Submitted By:** Patrick Martinez, City Manager

**City Manager Approval:** Patrick J Martinez

**Date:** 1/23/2025

**Other Department Approval (when required):** \_\_\_\_\_

**Date:** \_\_\_\_\_

Approved: <input type="checkbox"/>	Not Approved: <input type="checkbox"/>	Tabled: <input type="checkbox"/>	Other: <input type="checkbox"/>
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**RESOLUTION NO. 2025-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING A FORGIVABLE LOAN IN THE AMOUNT OF \$275,000 TO 1707 NEEDLES HIGHWAY FROM STATE OF CALIFORNIA PROHOUSING INCENTIVE PILOT (PIP) PROGRAM FUNDS TO REHABILITATE TWENTY-NINE (29) AFFORDABLE HOUSING UNITS AT 1707 NEEDLES HIGHWAY NEEDLES, CA 92363 (APN 0185-048-09-0000) AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS**

**WHEREAS**, the City of Needles (“City”) desires to encourage and promote the development of new affordable housing through either new construction, rehabilitation or repurpose; and

**WHEREAS**, City has applied for and been awarded \$445,000 of funding from the State of California Housing and Community Development Department (“HCD”) from the Prohousing Incentive Pilot (“PIP”) Program to utilize for purposes of increasing the supply of affordable housing in the City; and

**WHEREAS**, City has been working with 1707 Needles Highway LLC (“NHLLC”) to rehabilitate and repurpose a former hotel/motel located at 1707 Needles Highway, Needles, CA 92363 into twenty-nine (29) units of affordable housing (“Project”); and

**WHEREAS**, NHLLC has applied for the appropriate land use changes to the subject site to allow for residential (multi-family use); and

**WHEREAS**, City is in receipt of a scope of work from NHLLC for a total of \$675,000 of work needed to rehabilitate the Project into twenty-nine (29) units of affordable housing, and the City has received conditional approval that the rehabilitation of the subject property is an allowable use of PIP proceeds; and

**WHEREAS**, NHLLC has agreed that in exchange for a \$275,000 forgivable loan, NHLLC will invest approximately \$400,000 of its own monies into the Project to complete the rehabilitation and agree to Affordability Covenants lasting fifty-five (55) years.

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of the City of Needles, California, hereby approves an Affordable Housing Agreement with 1707 Needles Highway LLC this date (January 28, 2025) and authorizes the City Manager to execute the Affordable Housing Agreement and the accompanying documents (collectively, “Agreement”) subject to NHLLC receiving appropriate land-use approvals from the City of Needles for residential (multi-family) use and administer said Agreement. Further, that the City Manager is authorized to make minor and administrative modifications to the Agreement as needed and as not to affect its intended purpose.

[Remainder of the page intentionally left blank.]

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council of the City of Needles, California, held on the 28th day of January 2025 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Janet Jernigan, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Candace Clark, Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**AFFORDABLE HOUSING AGREEMENT  
(RIVER VALLEY)**

**THIS AFFORDABLE HOUSING AGREEMENT** (the “Agreement”) is entered into this 28 day of January 2025 by and among the **CITY OF NEEDLES**, a California charter city (the “City”), and **1707 NEEDLES HWY, LLC**, a California limited liability company (the “Borrower”).

**RECITALS**

A. On April 5, 2023, Governor Newsom announced that the California Department of Housing and Community Development (HCD) designated the City as a Prohousing community. The Prohousing designation makes the City eligible for funding incentives and additional resources through state grant programs to speed housing production. The Governor’s Office stated that the City “earned the distinction of being named Prohousing for its commitment to build more housing faster.”

B. On June 12, 2023, HCD announced that the City was one of 18 jurisdictions to be part of the first round of the Prohousing Incentive Pilot (PIP) Program funding and was awarded \$445,000.

C. HCD is determined to alleviate California’s housing crisis by making additional community development resources available to local governments through the Prohousing Designation Program.

D. The PIP Program is designed to reward local governments that have received the Prohousing Designation with additional funding to accelerate affordable housing production and preservation.

E. On February 20, 2024, the City received communication from HCD urging it to apply for the second Prohousing Incentive Pilot Round 2. This invitation stemmed from the City’s Prohousing Designation.

F. On June 12, 2024, City was awarded \$445,000 in PIP funding to be used by the City for rehabilitation of existing housing to permanent supportive housing units and affordable housing to help address homelessness in the City.

G. The Borrower is proposing to utilize PIP funds for the conversion and development of an existing 32 unit motel to micro units affordable rental housing (the “Project”), which is located at 1707 Needles Highway, in the City of Needles, County of San Bernardino, State of California, also identified as Assessor’s Parcel Number (“APN”) 0185-048-09-0000 (the “Property”), more particularly described in the Legal Description attached hereto as Exhibit A, and incorporated herein by reference.

H. City desires to provide financial assistance to the Borrower in the form of a loan of PIP funds up to the amount of Two Hundred Seventy Five Thousand dollars (\$275,000) (the “City Loan”) to develop on the Property. In consideration for the City Loan, the Borrower desires to construct twenty-nine (29) units, and to maintain the Property as an affordable housing project for a term of fifty-five (55) years.

I. The development and operation of the Property pursuant to the terms of this Agreement is in the vital and best interest of the City and the health, safety and welfare of the residents of the City, and in accord with the public purposes and provisions of applicable state and local laws and requirements.

NOW, THEREFORE, the parties hereto agree as follows:

**100. CITY ASSISTANCE**

**101. City Loan.** In accordance with PIP Guidelines adopted by HCD in December 2022 and as may be amended from time to time, the City agrees to loan to the Borrower the amount of Two Hundred Seventy Five Thousand dollars (\$275,000) (the City Loan) for the development of the Property. The City Loan is subject to the terms and conditions set forth in this Agreement, and subject further to the terms and conditions set forth within the documents and instruments executed by the Borrower in connection with this transaction, including the notes and deed of trust attached hereto as Exhibit B and Exhibit C, and the “Regulatory Agreement,” in substantially the form set forth in Exhibit D and subject to the Loan Agreement. No interest shall accrue on the City Note, the term of which shall be ten (10) years from the date the Promissory Note is executed (the “Note Term”). The Borrower shall have no obligation to repay the City Loan or Promissory Note, or make any installment payments thereon, unless and until the Borrower commits a material default of this Agreement, the Promissory Note, Deed of Trust, or Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Upon the occurrence of any uncured material default by the Borrower, the City Loan shall be immediately repaid to the City as set forth in Section 402. At the end of the Note Term, provided the Borrower has not committed or caused the occurrence of a material default of this Agreement, the Promissory Note, Deed of Trust, or the Regulatory Agreement, the City Loan shall be forgiven in its entirety and the City shall, upon the request by Borrower, execute and record a partial reconveyance deed removing the portion of the deed of trust attributable to the City Loan from title. The City Loan shall be disbursed to or on behalf of the Borrower for the costs of the development of the Property, and other related expenses (escrow, title insurance, taxes, closing costs) upon the satisfaction of the conditions set forth in Section 102 hereof. The City Loan shall be used to fund Two Hundred Seventy Five Thousand dollars (\$275,000), towards the development of the Property.

**102. Conditions Precedent to Disbursement of City Loan.** The City Loan shall be disbursed to or on behalf of the Borrower upon the satisfaction of the following conditions (and without any retention requirements):

**a. Execution and Delivery of Documents.** The Borrower shall have executed and delivered to the City the Promissory Note, the Deed of Trust, and the Regulatory Agreement, and any other documents and instruments required to be executed and delivered by the Borrower (collectively, the “Loan Documents”). The Deed of Trust shall be a lien upon the Property, junior only to other loans of the City, and shall be a non-recourse obligation of the Borrower.

**b. Insurance.** The Borrower shall have presented a certificate to the City of the insurance policies which are required pursuant to this Agreement.

**c. Title Insurance.** The requesting party or parties shall have received from a title insurance company approved by the requesting party or parties a policy of lender’s title insurance with mechanic’s lien coverage, together with such endorsements as the insured party may require, which shall insure the deed of trust of the requesting party or parties as a valid lien upon the Property, in the lien priority required by this Agreement, and subordinate only to those liens and encumbrances reasonably approved by the insured party.

**d. Title to Land.** The Borrower has good and marketable fee title to the Property, and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than the liens for current real property taxes and assessments not yet due and payable, and any other matters approved in writing by the City.

e. **Recordation.** The Deed of Trust and the Regulatory Agreement shall be recorded against the Property concurrently with or prior to the time of the first disbursement of the City Loan.

f. **Request for Payment.** For payment of Development costs, the Borrower shall have submitted a request for payment to the City on a form supplied by the City, together with invoices from contractors and subcontractors and any other requested information and documents, indicating that the particular item of Development work for which payment is being requested is complete.

g. **Inspection of Work.** The City shall have inspected the particular item of development work for which payment is being requested and shall have determined that such development work has been completed in accordance with this Agreement and has been completed in a satisfactory manner in accordance with the standards of the construction industry.

h. **No Default.** There shall exist no condition, event or act which would constitute an Event of Default (as hereinafter defined) hereunder or which, upon the giving of notice or the passage of time, or both, would constitute an Event of Default.

i. **Representations and Warranties.** All representations and warranties of the Borrower herein contained shall be true and correct.

**103. Assumption of City Loan.** Except in connection with transfers approved or permitted pursuant to this Agreement, no Promissory Note may be assigned or assumed by successors and assigns of the Borrower. In no event, however, shall Promissory Note be assigned except in connection with the conveyance of the Property to the person or entity which acquires the Property, as approved by the City in its sole and absolute discretion.

**104. Condition of the Property.** The following requirements shall apply to the Property:

**104.1 Indemnification.** The Borrower shall save, protect, pay for, defend, indemnify and hold harmless the City and its officers, employees, representatives and agents, from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, attorneys' fees and remedial and response costs) (the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by the City or its officers, employees, representatives or agents by reason of, resulting from, in connection with or arising in any manner whatsoever as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials which is caused by the Borrower, or its agents, employees, representatives, agents, contractors or invitees.

**104.2 Duty to Prevent Hazardous Material Contamination.** During the Development and operation of the Property, the Borrower shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Borrower shall notify the City, and provide to the City a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Borrower shall report to the City, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.



### 104.3 Definitions.

“Governmental Requirements” shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Borrower or the Property.

“Hazardous Materials” means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated byphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, *et seq.* (42 U.S.C. §6903) or (xii) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, *et seq.*

## 200. DEVELOPMENT OF THE PROPERTY.

**201. Development of the Property.** The Borrower shall develop on the Property located at 1707 Needles Highway, Needles, California 92363, as more particularly described in Exhibit A attached hereto, twenty-nine (29) units of units of multi-family (micro-apartment) housing through the adaptive reuse of a former hotel/motel. Each unit shall be approximately 300 square feet and include a sleeping area, kitchenette with a two (2) burner stove, refrigerator, countertop, electric vent, bathroom (including a tub/shower, toilet sink, faucet and countertop), and closet area for the storage of clothing and personal belongings. The units shall be restricted to lower income households as defined by HCD (0-80% of AMI) and operated in accordance with Section 300, the Scope of Work, attached hereto as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR §982.401, the City Municipal Code and all other applicable state and local codes, development standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 and 22 CFR 92.251(a)(2) (“New Construction”). The development shall be conducted in such a manner so as to avoid or minimize tenant displacement to the greatest extent feasible, in accordance with the provisions of Section 209.2 hereof. The Borrower further agrees to comply with and to cause any contractors and/or subcontractors to comply with the requirements of Section 3, 24 CFR 135 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170u, and the implementing regulations, in connection with the Development of the Property. The Borrower shall submit to the City one or more construction contracts with a duly licensed contractor or contractors reasonably acceptable to the City providing for the Development of the Property in conformance with the terms of this Agreement. Each such contractor or contractors shall be subject to verification on [www.sam.gov](http://www.sam.gov) by the City that neither it nor its principals is

presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from this project, and the City shall be responsible for determining whether each contractor has been debarred in accordance with 2 CFR Part 200. The City shall reasonably approve such contract or contracts if the City finds that such contractor or contractors have sufficient experience and expertise necessary to perform the Development of the Property in a first class manner in accordance with all of the requirements of this Agreement.

**202. Scope of Work.** The City shall not be responsible to the Borrower or to third parties in any way for any defects in the Scope of Work, nor for any structural or other defects in any work done according to the approved Scope of Work. The Borrower shall hold harmless, indemnify and defend the City and its officers, employees, agents and representatives from and against any claims, suits for damages to property or injuries to persons arising out of or in any way relating to defects in the Scope of Work, including without limitation the violation of any laws, and for defects in any work done according to the approved Scope of Work.

**203. Cost of Development.** The Development of the Property shall be paid with the proceeds of the City Loan and the Borrower's private funding sources. The Borrower shall be responsible for any additional funds necessary to complete the Development of the Property; provided, however, that in the event that there are insufficient Loan proceeds available to fund such work, the City shall reasonably consider deleting certain work from the Scope of Work, and the Borrower shall accelerate payment of all or a portion of the Borrower Fee, in order to assure that there are sufficient funds for the Development.

**204. Timing of Development.** The Borrower hereby covenants and agrees to commence the Development of the Property within the time set forth in the Schedule of Performance, attached hereto as Exhibit F and incorporated by this reference. The Borrower further covenants and agrees to diligently prosecute to completion, the Development of the Property in accordance with the approved Scope of Work and to file a Notice of Completion pursuant to California Civil Code Section 3093 within the time set forth in the Schedule of Performance.

**205. City and Other Governmental Permits.** Before commencement of the Development of the Property, the Borrower shall secure or cause its contractor to be secured any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. The Borrower shall pay all necessary fees and take all actions necessary to obtain such permits; the staff of the City will, without obligation to incur liability or expense therefor, use its best efforts to expedite the City's issuance of building permits for construction that meets the requirements of the City Code, and all other applicable laws and regulations.

**206. Right of the City to Satisfy Other Liens on the Property After City Loans Disbursement.** After the Borrower has had written notice and has failed after a reasonable time to challenge, cure, adequately bond against, or satisfy any liens or encumbrances on the Property which are not otherwise permitted under this Agreement, the City shall have the right but no obligation to satisfy any such liens or encumbrances. Notwithstanding the above, the Borrower shall have the right to contest the validity or amounts of any tax, assessment, or encumbrance applicable to the Borrower in respect thereto.

**207. Insurance and Indemnity.** The Borrower shall take out and maintain or shall cause its contractor to take out and maintain until the issuance of the Certificate of Completion pursuant to this Agreement, a comprehensive general liability policy in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit policy. All policies shall protect the Borrower and City

from claims for such damages, and be issued by an insurance carrier qualified to do business in the State of California, which carrier is reasonably satisfactory to the City. Such policy or policies shall be written on an occurrence form. The Borrower shall also take out and maintain a policy of property damage insurance, with the policy amount in the full replacement value of the Property. The Borrower shall also furnish or cause to be furnished to the City evidence satisfactory to the City that Borrower and any contractor with whom it has contracted for the performance of work on the Property or otherwise pursuant to this Agreement carries workers' compensation insurance as required by law. Prior to the Borrower's procurement or renewal of an insurance policy, and not less than annually in any case, the Borrower shall furnish a certificate of insurance countersigned by an authorized agent of the insurance carrier on a form approved by the City setting forth the general provisions of the insurance coverage. This countersigned certificate shall name the City and its officers, agents, and employees as additionally insured parties under the policy, and the certificate shall be accompanied by a duly executed endorsement evidencing such additional insured status, which shall be provided as a separate endorsement attached to the certificate. The certificate and separate endorsement by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination. Coverage provided hereunder by the Borrower shall be primary insurance and not be contributing with any insurance maintained by the City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City. The required certificate shall be furnished by the Borrower at the time set forth therefor in the Schedule of Performance. The Borrower shall also take out and maintain, until the end of the Affordability Period, a policy of property damage insurance with the policy amount in the full replacement value of the Property.

In addition to the foregoing, the Borrower shall defend, indemnify, assume all responsibility for, and hold the City and its representatives, volunteers, officers, employees and agents, harmless from all claims, demands, damages, defense costs or liability of any kind or nature relating to the subject matter of this Agreement or the implementation thereof and for any damages to property or injuries to persons, including accidental death (including attorneys fees and costs), which may be caused by any acts or omissions of the Borrower under this Agreement, whether such activities or performance thereof be by the Borrower or by anyone directly or indirectly employed or contracted with by the Borrower and whether such damage shall accrue or be discovered before or after termination of this Agreement. The Borrower shall not be liable for property damage or bodily injury to the extent occasioned by the sole negligence of the City or its agents or employees.

**208. Entry by the City.** The Borrower shall permit the City, through its officers, agents or employees, at all reasonable times to enter onto the Property and inspect the Property and work of Development to determine that the same is in conformity with the Scope of Work and all the requirements hereof. The City intends that the Property will be inspected not less than annually to ensure compliance with the requirements of this Agreement. The Borrower acknowledges that the City is under no obligation to supervise, inspect, or inform the Borrower of the progress of construction, and the Borrower shall not rely upon the City therefor. Any inspection by the City is entirely for its purposes in determining whether the Borrower is in default under this Agreement and/or compliance with City building codes and is not for the purpose of determining or informing the Borrower of the quality or suitability of construction. The Borrower shall rely entirely upon its own supervision and inspection in determining the quality and suitability of the materials and work, and the performance of architects, subcontractors, and material suppliers.

**209. Compliance with Laws.** The Borrower shall carry out the design, Development and operation of the Property in conformity with all applicable laws, including all applicable federal and state labor standards, City zoning and development standards, building, plumbing, mechanical and

electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

**209.1 Taxes and Assessments.** The Borrower shall be entitled to apply for and receive a full or partial exemption from the payment of property taxes and assessments which would be assessed upon the Property. The City does not represent or warrant to the Borrower that such an exemption will be available to the Borrower. The Borrower shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property, subject to the Borrower's right to contest in good faith any such taxes or to receive an exemption from the payment of such taxes as provided above.

**209.2 Liens and Stop Notices.** The Borrower shall not allow to be placed on the Property or any part thereof any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Property the Borrower shall within thirty (30) days of such recording or service or within five (5) days of the demand of the City, whichever last occurs: pay and discharge the same; or effect the release thereof by recording and delivering to the City a surety bond in sufficient form and amount, or otherwise; or provide the City with other assurance which the City deem, in their sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for the full and continuous protection of City from the effect of such lien or bonded stop notice.

**209.3 HCD Program Requirements.** The City Loan will be provided through funds provided to the City from the HCD PIP Program described above, as it now exists and as it may hereafter be amended. Accordingly, the Borrower shall comply with all applicable requirements of the PIP Program, as it now exists or may hereafter be amended.

**209.4 Certificate of Completion.** Promptly after completion of the Project in conformity with this Agreement, the City shall furnish the Borrower with a "Certificate of Completion", substantially in the form of Attachment No. hereto which is incorporated herein by reference. The City shall not unreasonably withhold such Certificate of Completion. The Certificate of Completion shall be a conclusive determination of satisfactory completion of the Project and the Certificate of Completion shall so state. If the City refuses or fails to furnish the Certificate of Completion, after written request from the Borrower, the City shall, within fifteen (15) days of written request therefor, provide the Borrower with a written statement of the reasons the City refused or failed to furnish the Certificate of Completion. The statement shall also contain the City's opinion of the actions the Borrower must take to obtain the Certificate of Completion. Even if the City shall have failed to provide such written statement within such fifteen (15) day period, the Borrower shall not be deemed entitled to the Certificate of Completion. The Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Borrower to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Project, or any part thereof. The Certificate of Completions is not a notice of completion as referred to in Section 8182 of the California Civil Code.

**209.5** The Borrower shall be responsible for making a prevailing wage determination for the Project. If applicable, the Borrower agrees to ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed, for each craft or type of worker needed to execute the contract or work. The Borrower shall specify in the contract such rate and the general prevailing rate for regular holiday and overtime work in the locality, for each craft or type of worker needed to execute the contract Health and Safety Code section 33423. The Borrower further agrees to deliver to each subcontractor a written copy of the prevailing wage determination as determined in connection with the project prior to the execution of the subcontract and to require each subcontractor as a part of their contract

to agree to pay not less than prevailing wages as so determined. The Borrower shall keep posted in a conspicuous place or places on the project at all times during construction a legible copy of the applicable prevailing wage.

### **300. OPERATION OF HOUSING**

**301. Affordable Units.** The Borrower agrees to make available, restrict occupancy to, and lease twenty-nine (29) of the constructed housing units of the Project to: i) a Low-income household or family whose annual incomes do not exceed 80 percent of the median income for the area, as established and amended from time to time by HUD or ii) the limits defined under Section 50079.5 for lower income households, all at an Affordable Rent (all of the units are hereafter the “Affordable Units”). The Borrower shall comply with the terms set forth below and in the Regulatory Agreement which is attached hereto as Exhibit D and incorporated herein by reference. Any variation from these requirements must comply with the procedure set forth in Section 312 of this Agreement.

The Borrower shall annually submit to the City a completed income computation and certification form, in a form to be provided by the City, and such forms may change from time to time. The Borrower shall certify that each tenant of the Property meets the income restrictions of this Section 301. The Borrower shall obtain an income certification from the tenant of the Property which shall certify that the income of the tenant is truthfully set forth in the income certification form. Unless otherwise specified by the City, the Borrower shall verify the income certification of the tenant in accordance with HCD regulations which may include one or more of the following methods:

- a. obtain two (2) paycheck stubs from the tenant’s two (2) most recent pay periods, if any.
- b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.
- c. obtain an income verification certification from the employer of the tenant.
- d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.
- e. obtain three (3) most recent checking, savings and money market statements.
- f. most recent investment and retirement statements
- g. obtain an alternate form of income verification reasonably requested by the Borrower, if none of the above forms of verification is available to the Borrower.

The Property shall be subject to the requirements of this Article 300 in perpetuity commencing upon the recording date of the Certificate of Completion of the Project. The duration of this requirement shall be known as the “Affordability Period.”

**302. Affordable Rent.** The maximum Monthly Rent chargeable to income eligible households shall be annually determined by the City in accordance with HCD requirements. The maximum rent that the Borrower may charge any household occupying an affordable unit shall meet the following requirements:

- a. The Monthly Rent payable by a tenant who meets the income limits for lower income households shall not exceed the lesser of: a.) High Rents at the lesser of the Section 8 Fair Market Rents, or 65% of area median income, as established and amended annually by HUD, adjusted for number of bedrooms in the unit, as well as the reasonable monthly utility allowance; or b.) the

lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.

b. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than the qualifying limits set forth above, the Monthly Rent charged by the Borrower shall not exceed thirty percent (30%) of the tenant's adjusted income.

c. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and required facilities associated therewith (including parking), (b) any separately charged fees or service charges assessed by the Borrower which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the Borrower.

**303. Lease Requirements.** Prior to disbursement of the City Loans, the Borrower shall submit a standard lease form to the City for its approval. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to HCD Regulations. The Borrower shall enter into a written lease, in the form approved by the City, with each tenant of the Property.

**304. Selection of Tenants.** The Property shall be leased to current tenants selected by the Borrower who meet all of the requirements provided herein. The Borrower shall adopt a tenant selection system in conformance with HCD Regulations, which shall be approved by the City in its reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants, or, to the extent feasible, utilizes a Coordinated Entry System. The Borrower shall not refuse to lease to a holder of a rental voucher under 24 CFR part 982 (Section 8 Tenant Based Assistance: Housing Choice Voucher Program) or to the holder of a comparable document evidencing participation in Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

**305. Affordability Period.** Affordability Period means the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement. The project shall be subject to the requirements herein in perpetuity commencing upon the recording date of the Certificate of Completion of the Project. For purposes of this Section, "in perpetuity" means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years. The duration of this requirement shall be known as the "Affordability Period."

**306. Occupancy Standards.** To the extent legally possible, occupancy of the Affordable Units shall be limited to two persons per bedroom plus one additional person. Notwithstanding the foregoing, however, no residents of the Affordable Units as of the date of this Agreement shall be evicted from their apartment units solely because such residents do not meet the occupancy standards requirements of this Section 306.

**307. Maintenance.** The Borrower shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the maintenance standards required of similar housing units within San Bernardino County, California, and the standards required by the City Municipal Code. If at any time the Borrower fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the City

with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by the Borrower to the City, as appropriate, upon demand.

**308. Management Plan.** The Borrower shall submit for the approval of the City a “Management Plan” which sets forth in detail the Borrower’s property management duties, the tenant selection process in accordance with Section 304 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Property and manner of enforcement, a standard lease form in accordance with Section 303 hereof, the identity of the manager of the Property (the “Property Manager”), and other matters relevant to the management of the Property. The Management Plan shall require the Borrower to adhere to a fair lease and grievance procedure and provide a plan for tenant participation in management decisions. The management of the Property shall be in compliance with the Management Plan which is approved by the City.

If the City determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, the City shall provide notice to the Borrower of such deficiencies, and the Borrower shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 401 hereof, the City shall each have the right to require the Borrower to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City, which is not related to or affiliated with the Borrower, and which has not less than five (5) years experience in property management, including significant experience managing affordable multifamily residential development of the size, quality and scope of the Property.

**309. Monitoring and Recordkeeping.** Throughout the Affordability Period, the Borrower shall comply with all applicable recordkeeping and monitoring requirements set forth in Health and Safety Code Section 33418 and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the City. Representatives of the City shall be entitled to enter the Property, upon at least twenty-four (24) hours’ notice, to monitor compliance with this Agreement, to inspect the records of the Property, and to conduct an independent audit or inspection of such records. The Borrower agrees to cooperate with the City in making the Property available for such inspection or audit. If for any reason the City is unable to obtain the Borrower’s consent to such an inspection or audit, the Borrower understands and agrees that the City may obtain at the Borrower’s expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. The Borrower agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

**310. Non-Discrimination Covenants.** The Borrower covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Borrower itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The Borrower shall also comply with applicable equal opportunity and fair housing requirements. The covenants established in this Section

310 shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City and its successors and assigns, and shall remain in effect in perpetuity.

**311. Regulatory Agreement.** The requirements of this Agreement which are applicable after the disbursement of the City Loans are set forth in the “Regulatory Agreement” which is attached hereto as Exhibit D and incorporated herein by reference. The execution and recordation of the Regulatory Agreement is a condition precedent to the disbursement of the City Loans.

**312. Leasing Affordable Units Below Income Level Designations.** In the event the Borrower is unable to lease an Affordable Unit at its designated income level, the Borrower may submit a request to the City Manager, or his or her designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in Section 301 of this Agreement. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, the Borrower has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The City Manager, or his or her designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a.) Extremely-Low means households (“Extremely-Low Households”) that do not exceed the following: i) the qualifying limits for Extremely-Low Income Households as established and amended from time to time by HUD or ii) the limits defined under California Health and Safety Code Section 50106 for extremely-low income households, adjusted for household size.

b.) Lower Income means households (“Low Income Households”) that do not exceed the following: i) qualifying limits for Low Income Households as established and amended from time to time by HUD or ii) the limits defined under California Health and Safety Code Section 50079.5 for Lower Income Households, adjusted for household size; and includes Extremely-Low to Very-Low Income Households.

c.) In order to maintain the household income mix set forth in Section 301 above, the Borrower shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. The Borrower shall re-apply for approval to vary from such designation, in the event the Borrower is unable to again lease an Affordable Unit at the designated income level.

#### **400. DEFAULT AND REMEDIES**

**401. Events of Default.** A failure by any party to perform any action or covenant required by this Agreement, the Regulatory Agreement, the Promissory Notes, and/or the Deed of Trust, within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a “Default” under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party cures such default within five (5) days if the claimed Default is a failure to pay amounts due pursuant to the Promissory Note, or thirty (30) days from receipt of such notice for all other claimed Defaults hereunder. However, in the event that such Default is other than a failure to pay money and is of such a nature that it cannot reasonably be cured within thirty (30) days



from receipt of such notice, the claimant shall not institute any proceeding against the other party, and the other party shall not be in Default if such party immediately upon receipt of such notice, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence as soon as reasonably possible thereafter. In the event that the Borrower is in default on any loan or deed of trust, the Borrower shall immediately deliver to the City a copy of such notice of default. Even if the holder of such loan or deed of trust has not exercised its rights or remedies with respect to such default, the City shall have the right (but not be obligated to) cure such default. In such event, the City shall be entitled to reimbursement from the Borrower of all costs and expenses they have actually incurred in curing such default. The City shall be entitled to add the amount incurred by it to the amounts owing pursuant to the Promissory Note, and secured by the Deed of Trust.

**402. Remedies.** The occurrence of any Event of Default shall give the nondefaulting party the right to proceed with any and all remedies set forth in this Agreement and/or, the Promissory Note, the Deed of Trust or Regulatory Agreement (collectively, the “Loan Documents”), including an action for damages, an action or proceeding at law or in equity to require the defaulting party to perform its obligations and covenants under the Loan Documents or to enjoin acts or things which may be unlawful or in violation of the provisions of the Loan Documents, and the right to terminate this Agreement. In addition, the occurrence of any Event of Default by the Borrower will relieve the City of any obligation to perform hereunder, including without limitation to make or continue the City Loan, and the right to cause all indebtedness of the Borrower to the City under this Agreement and the Promissory Note, together with any accrued interest thereon, to become immediately due and payable.

**403. Force Majeure.** Subject to the party’s compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the acts or failure to act of the City shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Inability to obtain financing for the acquisition or operation of the Property shall not constitute an event beyond the control of the Borrower for purposes of this Section 403.

**404. Attorneys’ Fees.** In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder or under any of the Loan Documents, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys’ fees.

**405. Remedies Cumulative.** No right, power, or remedy given by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

**406. Waiver of Terms and Conditions.** Any party may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

**407. Non-Liability of City Officials and Employees.** No member, official, employee or agent of the City shall be personally liable to the Borrower, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Borrower or its successors, or on any obligations under the terms of this Agreement.

**500. GENERAL PROVISIONS**

**501. Time.** Time is of the essence in this Agreement.

**502. Notices.** Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Borrower: 1707 Needles Hwy, LLC  
1707 Needles Highway  
Needles, CA 92363  
Attention: Armen Ghadimian

City: City of Needles  
817 3<sup>rd</sup> Street  
Needles, CA 92363  
Attention: City Manager

Such addresses may be changed by notice to the other party given in the same manner as provided above.

**503. Representations and Warranties of the Borrower.** The Borrower hereby represents and warrants to the City as follows:

**a. Organization.** The Borrower is a duly organized, validly existing limited liability company in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

**b. Authority of the Borrower.** The Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, to Develop and operate the Property, and to perform and observe the terms and provisions of all of the above.

**c. Valid Binding Agreements.** This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Borrower enforceable against it in accordance with their respective terms.

**d. Pending Proceedings.** The Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or the Property, at law or in equity, before or by any court, board, commission

or agency whatsoever which might, if determined adversely to the Borrower, materially affect the Borrower's ability to repay the City Loan or impair the security to be given to the City pursuant hereto.

**e. Layering Review.** The Borrower acknowledges that a layering review was performed in accordance with 24 CFR 92.250 (b). The Borrower hereby represents and certifies to the City that no government assistance other than the City Loan has been obtained or is contemplated to be obtained for the development of the Property. The Borrower agrees to notify the City in the event that it applies for or proposes to use other governmental funds for the Property prior to the end of the Affordability Period.

**504. Limitation Upon Change in Ownership, Management and Control of the Borrower.**

**a. Prohibition.** The identity and qualifications of the Borrower as a locally based, experienced and successful operator of affordable housing projects are of particular concern to the City. It is because of this identity and these qualifications that the City has entered into this Agreement with the Borrower. No voluntary or involuntary successor in interest of the Borrower shall acquire any rights or powers under this Agreement by assignment or otherwise, nor shall the Borrower make any total or partial sale, transfer, conveyance, encumbrance to secure financing, assignment or lease of the whole or any part of the Property, without the prior written approval of the City pursuant to Subparagraph (c) hereof, except as expressly set forth herein, which approval shall not be unreasonably withheld.

**b. Permitted Transfers.** Notwithstanding any other provision of this Agreement to the contrary, City approval of an assignment or transfer of this Agreement, the City Loan, the Promissory Note, the Deed of Trust, the Regulatory Agreement, or conveyance of the Property or any part thereof pursuant to subparagraph (c) of this Section 504, shall not be required in connection with any of the following (the "Permitted Transfers"):

(i) Subject to the restrictions of Sections 301 through 310 of this Agreement and the Regulatory Agreement, the lease of units within the Property to qualified tenants.

(ii) Assignment for financing purposes, subject to such financing being considered and approved by the City.

In the event of an assignment by the Borrower not requiring the prior approval of the City, the Borrower nevertheless agrees that at least ten (10) days prior to such assignment or transfer it shall give written notice to City of such assignment or transfer.

**c. City Consideration of Requested Transfer.** The City agrees that it will not unreasonably withhold approval of a request made pursuant to this Section 504, provided (a) the Borrower delivers written notice to the City requesting such approval, and (b) the proposed assignee or transferee possesses comparable operational experience and capability, and comparable net worth and resources, as the proposed transferor or assignor, and (c) the assignee or transferee assumes the obligations of the Borrower under this Agreement in a form which is reasonably acceptable to the City, and (d) the assignee or transferee is a Community Housing Development Organization. Such notice shall be accompanied by evidence regarding the proposed assignee's or purchaser's qualifications and experience and its financial commitments and resources sufficient to enable the City to evaluate the proposed assignee or purchaser pursuant to the criteria set forth in this Section 504(c) and other criteria as reasonably determined by the City. The City shall approve or disapprove the request within thirty (30) days of its receipt of the Borrower's notice and all information and materials required herein. In no event, however, shall the City be obligated to approve the assignment or transfer of the City Loans, Promissory Note or Deed of Trust pursuant to this Section 504, except to an approved transferee or assignee of the Borrower's rights in and to the Property.

**d. Successors and Assigns.** This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Borrower and the permitted successors and assigns of the Borrower. Whenever the term “Borrower” is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

**505. No Third Parties Benefited.** This Agreement is made and entered into for the sole protection and benefit of the City and the Borrower and their permitted successors and assigns, and no other person or persons shall have any right of action hereon.

**506. Partial Invalidity.** If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

**507. Governing Law.** This Agreement and the Loan Documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

**508. Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by the Borrower and City. City shall maintain authority of this Agreement and the authority to implement this Agreement through the City Manager (or his/her duly authorized representative). The City Manager (or his/her duly authorized representatives) shall have the authority to make approvals, issue interpretations, execute documents, and/or enter into certain amendments of this Agreement, on behalf of City, respectively, including but not limited to reasonable requests of the Borrower, or the requirements of the PIP Program, so long as such actions do not materially or substantially change the uses or development permitted on the Property, or add to the costs incurred or to be incurred by City as specified herein, and such approvals, interpretations and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

**509. Approvals.** Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement on behalf of the City, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, revisions to the Schedule of Performance, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

**510. Exhibits if executed.** When Exhibits are executed as if an original document, then it will be assumed that the intent of the signatory was that such exhibit be treated as a standalone original, and not merely as an exhibit.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date set forth above.

**BORROWER:**

**1707 NEEDLES HWY, LLC**, a California limited liability company

By: \_\_\_\_\_

Name: Armen Ghadimian

Title: Managing Partner

**CITY:**

**CITY OF NEEDLES**, a California charter city

By: \_\_\_\_\_

Name: Patrick Martinez

Title: City Manager

**ATTEST:**

\_\_\_\_\_  
Candace Clark, Interim City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
By: John O. Pinkney, City Attorney

## EXHIBIT A LEGAL DESCRIPTION

All that real property situated in the City of Needles, County of SAN BERNARDINO, State of California, described as:

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 9 North; Range 23 East, San Bernardino Base and Meridian, in the City of Needles, County of San Bernardino, State of California, according to the Official Map thereof, described as follows:

Beginning at a point on the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, which is North 89 deg. 23' 00" West 160.00 feet from the Southeast corner thereof; thence North 89 deg. 23' 00" West along said South line; thence North 240.00 feet; thence South 89 deg. 23' 00" East 150.00 feet; thence South 165.00 feet; thence South 89 deg. 23' 00" East 50.00 feet; thence South 75.00 feet to the Point of Beginning.

Except therefrom that portion conveyed to William A. Fancher et ux, by Deed recorded August 18, 1971, in Book 7733, Page 924, Official Records.

**EXHIBIT B**

**PROMISSORY NOTE**

[See the pages that follow]

**EXHIBIT B**  
**PROMISSORY NOTE**  
**(RIVER VALLEY)**

1707 Needles Highway, in the City of Needles, California

\$275,000

January 28, 2024  
Needles, California

**FOR VALUE RECEIVED, 1707 NEEDLES HWY, LLC**, a California limited liability company (the “Borrower”), promises to pay to the CITY OF NEEDLES, a California charter city (the “City”), or order, at the City’s office at 817 3<sup>rd</sup> Street, Needles, California 92363, or such other place as the City may designate in writing, the principal sum of **Two Hundred Seventy Five Thousand dollars (\$275,000)** in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

**1. Agreement.** This Promissory Note (the “Note”) is given in accordance with that certain Affordable Housing Agreement executed by the City and the Borrower, dated as of January 28, 2025 (the “Agreement”) which is incorporated herein by this reference. The rights and obligations of the Borrower and the City under this Note shall be governed by the Agreement and by the additional terms set forth in this Note. In the event of any conflict, the Affordable Housing Agreement prevails, then the Promissory Note.

**2. Interest.** Two percent (2%) interest shall accrue on the Note Amount.

**3. Repayment of Note Amount.** The Note Amount shall be immediately due and payable in the event that one of the repayment conditions set forth herein, to wit: the Borrower commits a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, and fails to cure said default within the time periods provided in those documents, if any. Otherwise, the Borrower shall have no obligation to pay this Note or make any installment payment thereon. Beginning on the first (1<sup>st</sup>) anniversary of the date this Note is executed through the tenth (10<sup>th</sup>) anniversary date, provided the Borrower has not committed or caused the occurrence of a material default of the Agreement, this Note, the Deed of Trust securing this Note, or the Regulatory Agreement, the Note Amount will be forgiven at the rate of 1/10<sup>th</sup> of the Note Amount until the Note Amount is forgiven in its entirety.

Notwithstanding the foregoing, however, the total amount of the principal, interest and any other amounts owing under this Note shall become immediately due and payable upon the earlier to occur of the following:

a. the sale, lease, exchange or other conveyance of the Property, as that term is defined in the Agreement (other than transfers approved or permitted pursuant to the Agreement);  
or



b. in the event of a material default by the Borrower under the Agreement, the Deed of Trust securing this Note, the Regulatory Agreement, or this Note, which has not been cured within the period of time set forth in those documents.

Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due subsequently.

**4. Security.** This Note shall be secured by a Deed of Trust dated the same date as this Note. A default of Note could result in foreclosure of this property. The form of the Deed of Trust shall be provided to the Borrower.

**5. Waivers.**

a. The Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time at the City's sole discretion and that the City may accept security in consideration for any such extension or release any security for this Note at its sole discretion all without in any way affecting the liability of the Borrower.

b. No extension of time for payment of this Note made by agreement by the City with any person now or hereafter liable for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of the Borrower under this Note, either in whole or in part.

c. The obligations of the Borrower under this Note shall be absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reasons whatsoever.

**6. Attorneys' Fees and Costs.** The Borrower agrees that if any amounts due under this Note are not paid when due, to pay in addition, all costs and expenses of collection and reasonable attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

**7. Deed of Trust Acceleration.** The Deed of Trust and the Agreement provide for acceleration of the payments due under this Note in the event of default under the Deed of Trust or Agreement.

**8. Amendments and Modifications.** This Note may not be changed orally, but only by an amendment in writing signed by the Borrower and by the City.

**9. City May Assign.** City may, at its option, assign its right to receive payment under this Note without necessity of obtaining the consent of the Borrower.

**10. The Borrower Assignment Prohibited.** Except in connection with transfers permitted pursuant to the Agreement, in no event shall the Borrower assign or transfer any portion of this Note without the prior express written consent of the City, which consent may be given or withheld in the City's sole discretion.

**11. Terms.** Any terms not separately defined herein shall have the same meanings as set forth in the Agreement.

**BORROWER**

**1707 NEEDLES HWY, LLC, a  
California limited liability company**

By: \_\_\_\_\_

Name: Armen Ghadimian

Title: Managing Partner

EXHIBIT C

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
(SHORT FORM)**

[See the pages that follow]

RECORDING REQUESTED BY )  
 AND WHEN RECORDED MAIL TO: )  
 )  
 City of Needles )  
 817 3<sup>rd</sup> Street )  
 Needles, California 92363 )  
 Attention: City Clerk )

This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
 (SHORT FORM)**

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS** (this “Deed of Trust”), is made as of January 28, 2025, by **1707 NEEDLES HWY, LLC**, a California limited liability company (“Trustor”), whose address is 1707 Needles Hwy, Needles, California 92363, to Stewart Title Guaranty Co. (and in such capacity herein called the “Trustee”), for the benefit of the **CITY OF NEEDLES**, a California charter city (and in such capacity herein called the “Beneficiary”), having an office located at 817 3<sup>rd</sup> Street, Needles, California 92363.

WITNESSETH: that Trustor grants to Trustee in Trust, with Power of Sale, that property in the County of San Bernardino, State of California, described as:

See attached Exhibit A, incorporated herein

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the purpose of securing (1) payment of Two Hundred Seventy Five Thousand dollars (\$275,000), according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof, and (2) the performance of each agreement of Trustor incorporated by reference or contained herein (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Placer	1028	379

Alpine	3	130-31	Plumas	166	1307
Amador	133	438	Riverside	3778	347
Butte	1330	513	Sacramento	5039	124
Calaveras	185	338	San Benito	300	405
Colusa	323	391	San Bernardino	6213	768
Contra Costa	4684	1	San Francisco	A-804	596
Del Norte	101	549	San Joaquin	2855	283
El Dorado	704	635	San Luis Obispo	1311	137
Fresno	5052	623	San Mateo	4778	175
Glenn	469	76	Santa Barbara	2065	881
Humboldt	801	83	Santa Clara	6626	664
Imperial	1189	701	Santa Cruz	1638	607
Inyo	165	672	Shasta	800	633
Kern	3756	690	San Diego SERIES 5 Book 1964, Page 149774		
Kings	858	713	Sierra	38	187
Lake	437	110	Siskiyou	506	762
Lassen	192	367	Solano	1287	621
Los Angeles	T-3878	874	Sonoma	2067	427
Madera	911	136	Stanislaus	1970	56
Marin	1849	122	Sutter	655	585
Mariposa	90	453	Tehama	457	183
Mendocino	667	99	Trinity	108	595
Merced	1660	753	Tulare	2530	108
Modoc	191	93	Tuolumne	177	160
Mono	69	302	Ventura	2607	237
Monterey	357	239	Yolo 7	69	16
Napa	704	742	Yuba	398	693
Nevada	363	94			
Orange	7182	18			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B, (identical in all counties), are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

**1707 NEEDLES HWY, LLC, a**  
California limited liability company

By: \_\_\_\_\_

Name: Armen Ghadimian

Title: Managing Partner

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

All that real property situated in the City of Needles, County of SAN BERNARDINO, State of California, described as:

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 9 North; Range 23 East, San Bernardino Base and Meridian, in the City of Needles, County of San Bernardino, State of California, according to the Official Map thereof, described as follows:

Beginning at a point on the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, which is North 89 deg. 23' 00" West 160.00 feet from the Southeast corner thereof; thence North 89 deg. 23' 00" West along said South line; thence North 240.00 feet; thence South 89 deg. 23' 00" East 150.00 feet; thence South 165.00 feet; thence South 89 deg. 23' 00" East 50.00 feet; thence South 75.00 feet to the Point of Beginning.

Except therefrom that portion conveyed to William A. Fancher et ux, by Deed recorded August 18, 1971, in Book 7733, Page 924, Official Records.

**ACKNOWLEDGMENT**

State of California }ss.  
County of \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

---

***OPTIONAL INFORMATION***

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name:

- Individual
- Corporate Officer—Title: \_\_\_\_\_
- Partner     Limited     General
- Attorney in Fact     Trustee
- Guardian or Conservator
- Other:

Signer is Representing: \_\_\_\_\_

**EXHIBIT D**  
**REGULATORY AGREEMENT**

[See the pages that follow]



RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )  
)  
City of Needles )  
817 3<sup>rd</sup> Street )  
Needles, California 92363 )  
Attention: City Clerk )  
)

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This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.

REGULATORY AGREEMENT

**THIS REGULATORY AGREEMENT** (the “Agreement”) is entered into as of this 28 day of January, 2025 by and among the **CITY OF NEEDLES**, a California charter city (the “City”), and **1707 NEEDLES HWY, LLC**, a California limited liability company (the “Developer”).

***RECITALS***

A. The City has received funds from the California Department of Housing and Community Development (HCD) Prohousing Incentive Pilot (PIP) Program for the purpose of the acceleration of affordable housing production and preservation in the City of Needles.

B. The Developer is negotiating an agreement to develop twenty-nine (29) rental units located at 1707 Needles Highway, Needles, California (the “Property”), located on the land more particularly described in the Legal Description attached hereto as Exhibit A, and incorporated herein by reference.

C. The City and the Developer have entered into an Affordable Housing Agreement dated as of January 28, 2025, pursuant to which the City have agreed to provide financial assistance to Developer to develop the Property, and the Developer has agreed to develop the Property with such financial assistance.

D. The execution and recording of this Agreement is a condition to the City making assistance available to the Developer pursuant to the Affordable Housing Agreement.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Duty to Prevent Hazardous Material Contamination.** During the Development and operation of the Property, the Developer shall take all necessary precautions to prevent the release of any Hazardous Materials into the environment on or under the Property. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. The Developer shall notify the City, and provide to the City a copy or copies, of any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and the Developer shall report to the City, as soon as possible after each incident, any unusual, potentially important incidents in the event of a release of any Hazardous Materials into the environment.

For purposes of this Section 1, “Governmental Requirements” shall mean all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the Developer or the Property.

For purposes of this Section 1, “Hazardous Materials” means any substance, material, or waste which is or becomes, regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a “hazardous waste,” “extremely hazardous waste,” or “restricted hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) methyl tertiary butyl ether, (ix) listed under Article 9 or defined as “hazardous” or “extremely hazardous” pursuant to Article 11 of Title 22 of the California Code of Regulations, Division 4, Chapter 20, (x) designated as “hazardous substances” pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317), (xi) defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq. (42 U.S.C. §6903) or (xii) defined as “hazardous substances” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§9601, et seq.

2. **Development of the Property.** The Developer agrees to develop the Property in accordance with the Scope of Work, attached hereto as Exhibit E and incorporated herein by reference, the Federal Housing Quality Standards, 24 CFR §982.401, the City Municipal Code and all other applicable state and local codes, development standards, ordinances and zoning ordinances, the lead based paint requirements of 24 CFR part 35, and accessibility standards pursuant to 24 CFR part 8 (the “Development”). Developer shall submit to the City one or more construction contracts with a duly licensed contractor or contractors reasonably acceptable to the City providing for the Development of the Property in conformance with the terms of this Agreement. Each such contractor or contractors shall be subject to verification on [www.sam.gov](http://www.sam.gov) by the City that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from this project, shall be responsible for determining whether each contractor has been debarred in accordance with 2 CFR Part 200. The City shall reasonably approve such contract or contracts if the City finds that such contractor or contractors have sufficient experience and expertise necessary to perform the Development of the Property in a first class manner in accordance with all of the requirements of this Agreement.

3. **Compliance with Laws.** The Developer shall carry out the design, Development and operation of the Property in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

The Developer shall be responsible for making a prevailing wage determination for the project. If applicable, the Developer agrees to ascertain the general prevailing rate of per diem wages in the

locality in which the work is to be performed, for each craft or type of worker needed to execute the contract or work. The Developer shall specify in the contract such rate and the general prevailing rate for regular holiday and overtime work in the locality, for each craft or type of worker needed to execute the contract Health and Safety Code section 33423. The Developer further agrees to deliver to each subcontractor a written copy of the prevailing wage determination as determined in connection with the project prior to the execution of the subcontract and to require each subcontractor as a part of their contract to agree to pay not less than prevailing wages as so determined. The Developer shall keep posted in a conspicuous place or places on the project at all times during construction a legible copy of the applicable prevailing wage.

4. **Affordable Units.** The Developer agrees to make available, restrict occupancy to, and lease twenty-nine (29) of the constructed housing units of the Project to: i) a Low-income household or family whose annual incomes do not exceed 80 percent of the median income for the area, as established and amended from time to time by HUD or ii) the limits defined under Section 50079.5 for lower income households, all at an Affordable Rent (all of the units are hereafter the “Affordable Units”). The Developer shall comply with the terms set forth below and in the Regulatory Agreement which is attached hereto as Exhibit D and incorporated herein by reference. Any variation from these requirements must comply with the procedure set forth in Section 312 of the Affordable Housing Agreement.

The Developer shall annually submit to the City a completed income computation and certification form, in a form to be provided by the City, and such forms may change from time to time. The Developer shall certify that each tenant of the Property meets the income restrictions of Section 301 of the Affordable Housing Agreement. The Developer shall obtain an income certification from the tenant of the Property which shall certify that the income of the tenant is truthfully set forth in the income certification form. Unless otherwise specified by the City, the Developer shall verify the income certification of the tenant in accordance with HCD regulations which may include one or more of the following methods.

- a. obtain two (2) paycheck stubs from the tenant’s two (2) most recent pay periods, if any.
- b. obtain a true copy of an income tax return from the tenant for the most recent tax year in which a return was filed.
- c. obtain an income verification certification from the employer of the tenant.
- d. obtain an income verification certification from the Social Security Administration and/or the California Department of Social Services if the tenant receives assistance from such agencies.
- e. obtain three (3) most recent checking, savings and money market statements.
- f. most recent investment and retirement statements
- g. obtain an alternate form of income verification reasonably requested by the Developer, if none of the above forms of verification is available to the Developer.

The Property shall be subject to the requirements of Article 300 of the Affordable Housing Agreement in perpetuity commencing upon the recording date of the Certificate of Completion of the Project. The duration of this requirement shall be known as the “Affordability Period.”

5. **Affordable Rent.**

The maximum Monthly Rent chargeable to income eligible households shall be annually determined by the City in accordance with the lesser of: HCD Program requirements or, Health & Safety Code Section 50053. The maximum rent that the Developer may charge any household occupying an affordable unit shall meet the following requirements:

- a. The Monthly Rent payable by a tenant who meets the qualifying income limits for extremely-low income households shall not exceed the lesser of: a.) Low Rents at 50% of the area median income as established and amended annually by HUD, adjusted for number of bedrooms in the unit, as well as the reasonable monthly utility allowance; or b.) the extremely-low income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.
- b. The Monthly Rent payable by a tenant who meets the income limits for lower income households shall not exceed the lesser of: a.) High Rents at the lesser of the Section 8 Fair Market Rents, or 65% of area median income, as established and amended annually by HUD, adjusted for number of bedrooms in the unit, as well as the reasonable monthly utility allowance; or b.) the lower income rents set forth in Health & Safety Code Section 50053 based on the methodology established by HCD, adjusted for number of bedrooms in the unit, less the reasonable monthly utility allowance.
- c. Notwithstanding the foregoing, however, if after the tenant's initial occupancy of the housing unit, the tenant's income increases to greater than the qualifying limits set forth above, the Monthly Rent charged by the Developer shall not exceed thirty percent (30%) of the tenant's adjusted income.
- d. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments for (a) use and occupancy of the Property and land and required facilities associated therewith (including parking), (b) any separately charged fees or service charges assessed by the Developer which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than the Developer.

6. **Lease Requirements.** Prior to disbursement of the City Loans, the Developer shall submit a standard lease form to the City for its approval. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to HCD Regulations. The Developer shall enter into a written lease, in the form approved by the City, with each tenant of the Property.

7. **Selection of Tenants.** The Property shall be leased to current tenants selected by the Developer who meet all of the requirements provided herein. The Developer shall adopt a tenant selection system in conformance with HCD Regulations, which shall be approved by the City in its

reasonable discretion, which establishes a chronological waiting list system and/or random lottery system for selection of tenants, or, to the extent feasible, utilizes a Coordinated Entry System. The Developer shall not refuse to lease to a holder of a rental voucher under 24 CFR part 982 (Section 8 Tenant Based Assistance: Housing Choice Voucher Program) or to the holder of a comparable document evidencing participation in Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

8. **Affordability Period.** Affordability Period means the duration of the affordable housing requirements which are set forth in this Agreement and the Regulatory Agreement. The project shall be subject to the requirements herein in perpetuity commencing upon the recording date of the Certificate of Completion of the Project. For purposes of this Section, “in perpetuity” means the useful life of the Property with the land use controls imposed, but not less than fifty-five (55) years. The duration of this requirement shall be known as the “Affordability Period.”

10. **Occupancy Standards.** To the extent legally possible, occupancy of the Affordable Units shall be limited to two persons per bedroom plus one additional person. Notwithstanding the foregoing, however, no residents of the Affordable Units as of the date of this Agreement shall be evicted from their apartment units solely because such residents do not meet the occupancy standards requirements of Section 306 of the Affordable Housing Agreement.

**10.1 Leasing Affordable Units Below Income Level Designations.** In the event Developer is unable to lease an Affordable Unit at its designated income level, Developer may submit a request to City Manager, or his or her designee, to lease a particular Affordable Unit at a level that is below the agreed unit designation set forth in Section 4 of this Agreement. The Executive Director, or its designee, may, in his or her sole discretion, approve such requests upon making a finding that, for a period of not less than ninety (90) days, Developer has made all reasonable efforts to market the Affordable Unit to prospective tenants at the designated income level, that there are no apparent qualified applicants at the designated income level, and that there are no significant financial impacts to the project. The Executive Director, or its designee, may authorize one or more lower income designations. The new tenants for the temporarily redesignated Affordable Unit must have a household income that meets the appropriate income designation (depending on the unit redesignation) as set forth below:

a.) Extremely Low-Income Households (“Extremely Low-Income Households”) that do not exceed the following: i) the qualifying limits for Extremely Low-Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50106 for Extremely Low-Income Households, as adjusted for households size.

b.) Lower Income Households (“Lower Income Households”) that do not exceed the following: i) qualifying limits for Lower Income Households as established and amended from time to time by the United States Department of Housing and Urban Development (HUD) or ii) the limits defined under California Health and Safety Code Section 50079.5 for Lower Income Households, adjusted for household size; and includes Extremely-Low and Very-Low Income Households.

In order to maintain the household income mix set forth in Section 4 above, Developer shall lease the next available Affordable Unit at the income level subject to the any waiver granted pursuant to this section. Developer shall re-apply for approval to vary from such designation, in the event Developer is unable to again lease an Affordable Unit at the designated income level.

**11. Maintenance.** The Developer shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, in accordance with the maintenance standards required of similar housing units within San Bernardino County, California, and the standards required by the City Municipal Code. If at any time the Developer fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance, or thirty days after written notice from the City with respect to landscaping and building improvements, then the City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property and landscaped areas on the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by the Developer to the City, as appropriate, upon demand.

**12. Management Plan.** The Developer shall submit for the approval of the City a “Management Plan” which sets forth in detail the Developer’s property management duties, the tenant selection process in accordance with Section 6 hereof, a security system and crime prevention program, the procedures for the collection of rent, the procedures for eviction of tenants, the rules and regulations of the Property and manner of enforcement, a standard lease form in accordance with Section 303 of the Affordable Housing Agreement, the identity of the manager of the Property (the “Property Manager”), and other matters relevant to the management of the Property. The Management Plan shall require the Developer to adhere to a fair lease and grievance procedure and provide a plan for tenant participation in management decisions. The management of the Property shall be in compliance with the Management Plan which is approved by the City.

If the City determines that the performance of the Property Manager is deficient based upon the standards set forth in the Management Plan and in this Agreement, the City shall provide notice to the Developer of such deficiencies, and the Developer shall use its best efforts to correct such deficiencies. In the event that such deficiencies have not been cured within the time set forth in Section 401 hereof, the City shall each have the right to require the Developer to immediately remove and replace the Property Manager with another property manager or property management company which is reasonably acceptable to the City, which is not related to or affiliated with the Developer, and which has not less than five (5) years experience in property management, including significant experience managing affordable multifamily residential development of the size, quality and scope of the Property.

**13. Monitoring and Recordkeeping.** Throughout the Affordability Period, the Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in Health and Safety Code Section 33418 and shall annually complete and submit to City a Certification of Continuing Program Compliance in the form provided by the City. Representatives of the City shall be entitled to enter the Property, upon at least twenty-four (24) hours’ notice, to monitor compliance with this Agreement, to inspect the records of the Property, and to conduct an independent audit or inspection of such records. The Developer agrees to cooperate with the City in making the Property available for such inspection or audit. If for any reason the City is unable to obtain the Developer’s consent to such an inspection or audit, the Developer understands and agrees that the City may obtain at the Developer’s expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. The Developer agrees to maintain records in businesslike manner, and to maintain such records for the term of this Agreement.

**14. Non-Discrimination Covenants.** The Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color,

religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the Developer itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. The Developer shall also comply with applicable equal opportunity and fair housing requirements. The covenants established in this Section 310 of the Affordable Housing Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City and its successors and assigns, and shall remain in effect in perpetuity.

**15. Defaults and Remedies.** Defaults of this Agreement and remedies therefor shall be governed by the provisions of Article 400 of the Affordable Housing Agreement.

**16. Waiver of Terms and Conditions.** Any party may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

**17. Non-Liability of City Officials and Employees.** No member, official, employee or agent of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement.

**18. Time.** Time is of the essence in this Agreement.

**19. Notices.** Any approval, disapproval, demand, document or other notice (“Notice”) which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice:

Developer: 1707 Needles Hwy, LLC  
1707 Needles Highway  
Needles, CA 92363  
Attention: Armen Ghadimian

City: City of Needles  
817 3<sup>rd</sup> Street  
Needles, CA 92363  
Attention: City Manager

Such addresses may be changed by notice to the other party given in the same manner as provided above.

**20. Successors and Assigns.** This Agreement shall run with the land, and all of the terms, covenants and conditions of this Agreement shall be binding upon the Developer, the City and the permitted successors and assigns of the Developer. Whenever the term “Developer” or “City” is used in this Agreement, such term shall include any other successors and assigns as herein provided.

**21. No Third Parties Benefited.** This Agreement is made and entered into for the sole protection and benefit of the City and its successors and assigns, and Developer and its successors and assigns, and no other person or persons shall have any right of action hereon.

**22. Partial Invalidity.** If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

**23. Governing Law.** This Agreement and the Loan Documents and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto.

**24. Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Developer and the City. City shall maintain authority of this Agreement and the authority to implement this Agreement through the City Manager (or his or her duly authorized representatives). The City Manager (or his or her duly authorized representatives) shall have the authority to make approvals, issue interpretations, execute documents, and/or enter into certain amendments of this Agreement, on behalf of City, including but not limited to reasonable requests of Developer, or the requirements of the PIP Program, so long as such actions do not materially or substantially change the uses or development permitted on the Property, or add to the costs incurred or to be incurred by City as specified herein, and such approvals, interpretations and/or amendments may include extensions of time to perform as specified in the Schedule of Performance. All other material and/or substantive interpretations, waivers, or amendments shall require the consideration, action and written consent of the City Council.

[Signatures on the following page.]



SIGNATURE PAGE TO  
REGULATORY AGREEMENT

**IN WITNESS WHEREOF**, the parties hereto have executed this Regulatory Agreement as of the date and year set forth above.

**DEVELOPER:**

**1707 NEEDLES HWY, LLC**, a California limited liability company

By: \_\_\_\_\_  
Name: Armen Ghadimian  
Title: Managing Partner

**CITY:**

**CITY OF NEEDLES**, a California charter city

By: \_\_\_\_\_  
Name: Patrick Martinez  
Title: City Manager

ATTEST:

\_\_\_\_\_  
Candace Clark, Interim City Clerk

Approved as to Form

\_\_\_\_\_  
By: John O. Pinkney, City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION**

All that real property situated in the City of Needles, County of SAN BERNARDINO, State of California, described as:

That portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 9 North; Range 23 East, San Bernardino Base and Meridian, in the City of Needles, County of San Bernardino, State of California, according to the Official Map thereof, described as follows:

Beginning at a point on the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, which is North 89 deg. 23' 00" West 160.00 feet from the Southeast corner thereof; thence North 89 deg. 23' 00" West along said South line; thence North 240.00 feet; thence South 89 deg. 23' 00" East 150.00 feet; thence South 165.00 feet; thence South 89 deg. 23' 00" East 50.00 feet; thence South 75.00 feet to the Point of Beginning.

Except therefrom that portion conveyed to William A. Fancher et ux, by Deed recorded August 18, 1971, in Book 7733, Page 924, Official Records.

**ACKNOWLEDGMENT**

State of California }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

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***OPTIONAL INFORMATION***

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name:

- Individual
- Corporate Officer—Title: \_\_\_\_\_
- Partner     Limited         General
- Attorney in Fact         Trustee
- Guardian or Conservator
- Other:

Signer is Representing: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of California }ss.  
County of \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

---

***OPTIONAL INFORMATION***

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name:

- Individual
- Corporate Officer—Title: \_\_\_\_\_
- Partner     Limited     General
- Attorney in Fact     Trustee
- Guardian or Conservator
- Other:

Signer is Representing: \_\_\_\_\_

## EXHIBIT E

### SCOPE OF WORK

#### 1707 Needles Highway, LLC Rehabilitation Scope of Work

##### Project Description

1707 Needles Highway Needles, CA 92363 is formerly known as the River Valley Inn and is proposed to be rehabilitated/remodeled to construct twenty-nine (29) micro apartment units of approximately 300 square foot each.

All work shall be completed to comply with the current California Building Code and City of Needles Municipal Ordinances.

Each unit shall have a sleeping area, a kitchenette, a bathroom and a closet-storage area. The following is the proposed scope of work and proposed budget:

- **Roof (\$10,000):** Inspect and repair existing asphalt shingle roof as needed.
- **Exterior Stucco (\$20,000):** Repair, stucco and stucco-paint coat the entire exterior of the buildings.
- **Trim (\$5,000):** Repair, prep and paint all trim of exterior of buildings
- **Windows (\$20,000):** Replace all exterior windows on all buildings. New windows shall be minimum dual-pane and meet Title 24 requirements. Note that some windows on the building have been replaced and that completion of this line item shall be: “all units shall have minimum of dual-pane windows that meet Title 24 and operate as designed by their manufacturer, including a locking mechanism.
- **Exterior Entry Doors (\$25,000) :** Replace all exterior entry doors to all units (including manager/office). Entry doors shall be either fiberglass or metal and meet Title 24 requirements

Entry doors shall have new hardware that includes both an entry handle and a dead-bolt type lock for occupant safety/security purposes.

*Note that some entry doors have already been replaced prior to the execution of this grant and the City shall count this expense as a developer contribution.*

- **Electrical (\$100,000):** All units shall be inspected to determine if any electrical work shall be completed. Each unit shall have fully operational exterior lighting (inclusive of new lighting fixtures), operational electrical outlets in the bathroom/sink area, kitchenette area and in living/sleeping area. Electric outlets shall include appropriate GFI/GFCI as required by the Building Code.
- **Interior Drywall (\$60,000):** Repair/Replace interior drywall on all units as needed. This shall include drywall, tape, mud, texture and paint. All units shall receive new interior paint.

- **Flooring (\$60,000):** All units shall receive appropriate repairs to base flooring (likely repairs to concrete slab areas) and installation of new flooring which shall include vinyl plank flooring.
- **Kitchenette Area (\$120,000):** Kitchenette area shall be an area separate from the bathroom and living spaces and will include a cabinet, sink, plumbing fixture (operating hot and cold water), hot water heater, refrigerator, cooktop with minimum of two (2) active burners, electric vent and counter space.
- **Bathroom (\$100,000):** Bathroom shall have installed new fiberglass tub/shower combination (or shower only for units designated as handicapped), a new toilet, new sink and counter top area with plumbing fixture (operating hot and cold water). Bathroom area (to toilet/bath-shower area) shall have a new door and locking fixture to other portions of the unit.
- **Closet/Storage Area (\$30,000):** Shall include a new shelf and pole system to allow for storage of clothing and personal items. Closet include a clothing storage system which may include, but not limited to an installed dresser.
- **Climate Control (\$90,000):** Each unit shall receive a new individualized mini-split HVAC system providing heat and air conditioning.
- **Parking Area (\$20,000):** Shall receive repairs, as appropriate, to the concrete parking area, re-strip to meet State and City Building Code Requirements, concrete bumpers to minimize potential for vehicles to damage buildings.
- **Landscaping (\$10,000):** Property shall be landscaped in a manner appropriate for a desert environment and will include appropriate irrigation.
- **Outdoor Area (\$5,000):** The former pool area (which was previously filled in and covered, and for which a permit was previously on file) shall include a gazebo or other acceptable type shade structure and table area to allow for outdoor enjoyment by residents.
- **Overall Electric (Included in Above Items):** All building areas shall be inspected by a licensed electrician to determine if all electrical lines, outlets, panel boxes and breakers are working in an appropriate and safe manner.
- **Overall Plumbing (Included in Above Items):** All building areas shall be inspected by a licensed plumber to determine if all plumbing lines (supply and disposal/sewer) are working in an appropriate and safe manner.

**Total Budget: \$675,000**

**Funding from City of Needles PIP Loan Program: \$275,000**

**Developer Funded Improvements: \$400,000**

**EXHIBIT F**  
**SCHEDULE OF PERFORMANCE**

Proposed Performance Schedule:

Developer Submittal for Land-Use Change from Hotel/Motel to Micro-Apartments:  
December, 2024

Planning Commission/City Council Consideration of Application: December, 2024 / January,  
2025

Completion of Receivership Requirements: Pending Release from Receivership by 12/31/24

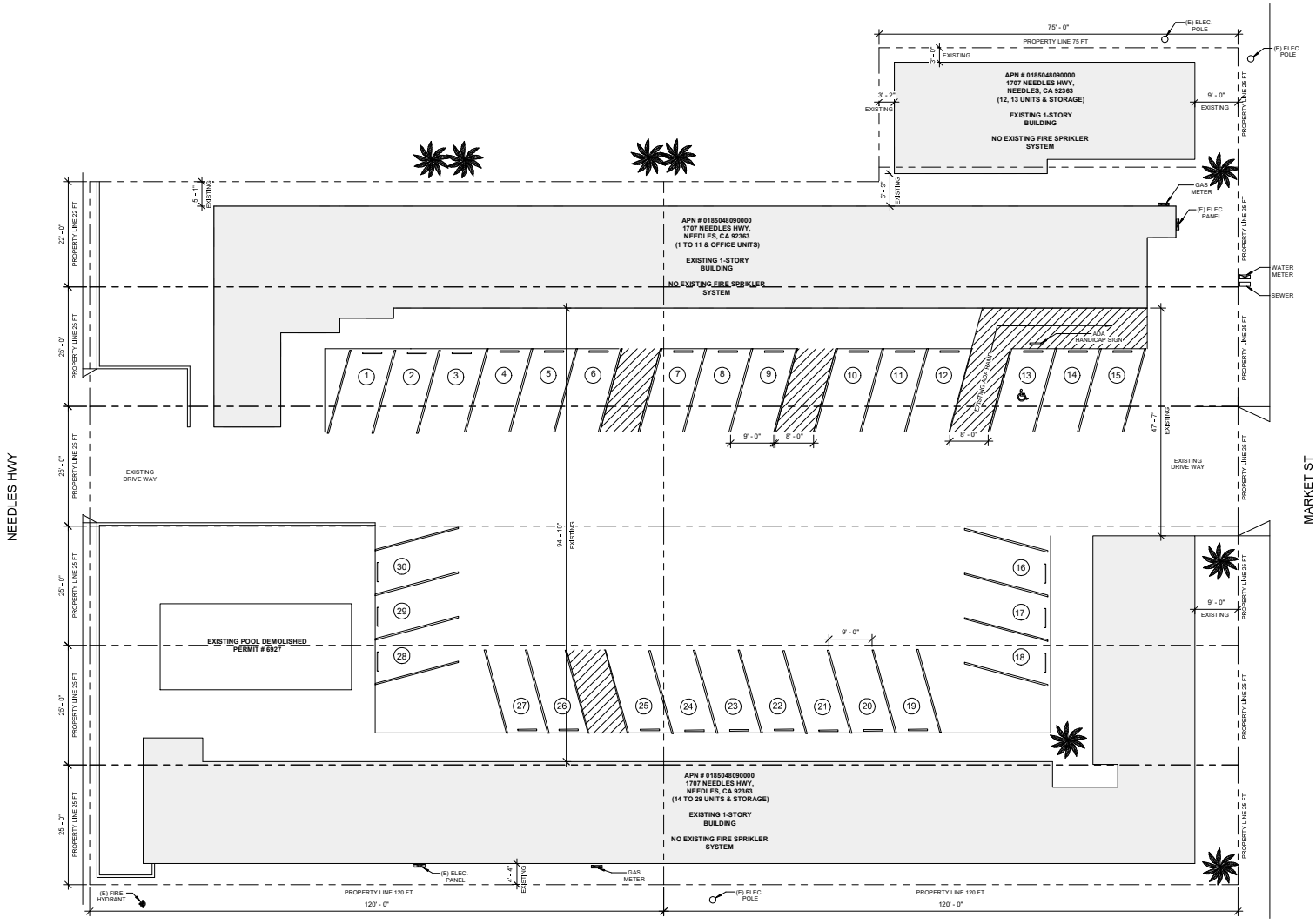
Drawdown of Reimbursement for Work:

All work to be completed by May 31, 2025 with loan proceeds being made available to  
developer upon completion of work and receipt of a Certificate of Occupancy.









1 EXISTING SITE PLAN  
SCALE: 3/32" = 1'-0"

CONSULTANTS

THESE PLANS COMPLY WITH THE MOST COST EFFECTIVE MINIMUM REQUIREMENTS NECESSARY TO OBTAIN A BUILDING PERMIT. PLANS DO NOT PROVIDE ANY SPECIFICATIONS OTHER THAN THOSE NECESSARY TO OBTAIN BUILDING PERMIT FROM THE LOCAL AUTHORITIES IN WHICH JURISDICTION IT WILL BE BUILT. OWNER/CONTRACTOR SHALL HIRE THEIR OWN CONSULTANTS FOR ANY ADDITIONAL SPECIFICATIONS, WHICH MAY BE ADDED OR ATTACHED TO PLANS, AT THEIR REQUEST, AND ARE NOT THE RESPONSIBILITY OF ARCHITECTURAL DESIGNER AND/OR CONSULTING OFFICE.

# ATELIER ISSAEI

669 Ivy Street  
Glendale, CA 91204  
adrik.issaei@gmail.com  
818.268.6000

1707 NEEDLES HWY LLC  
EXISTING MOTEL CONVERSION TO MULTIPLE MICRO RESIDENTIAL UNITS  
1707 Needles Hwy,  
Needles, CA 92363

NOV 2024  
PROJECT STATUS

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# City of Needles, California Request for City Council Action

CITY COUNCIL    NPUA

Regular    Special

**Meeting Date:** January 28, 2025

**Title:** City / County Conference 2025

**Background:** The annual City / County Conference is scheduled for Thursday May 8 and Friday May 9, 2025, at the Lake Arrowhead Resort.

The conference is a good opportunity to network with other cities and various county representatives.

**Critical Timeline:** This is a very popular event and is sold out quickly.

**Fiscal Impact:** Cost for the full conference is approximately \$300  
Hotel accommodation approximately \$300 for one night  
Travel expenses (mileage and per diem) approximately \$400  
General Fund travel per diem account 2024-2025 budget.

**Recommended Action:** Authorize those interested to attend the 2025 City / County Conference scheduled for May 8-9, 2025, in Lake Arrowhead

**Submitted By:** Candace Clark, Interim City Clerk

**City Manager Approval:** Patrick J. Martinez

**Date:** 1/23/2025

**Other Department Approval (when required):** Barbara DiLeo

**Date:** 1/23/2025

Approved:    Not Approved:    Tabled:    Other:



# City of Needles

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

Mayor, Janet Jernigan  
Vice Mayor Ellen Campbell  
Councilmember Tona Belt  
Councilmember Jamie McCorkle  
Councilmember JoAnne Pogue  
Councilmember Henry Longbrake  
Councilmember Zachery Longacre

City Manager Patrick J. Martinez

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## MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: January 10, 2025

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1. On **Tuesday, January 7, 2024**, the **Housing Authority of the City of Needles** proudly hosted a special ribbon-cutting ceremony to launch the **Veterans Housing Program**, marking a significant milestone in addressing the housing needs of homeless veterans. Despite **40 mph winds**, the community gathered at **1624 W Broadway**, the site of the newly repurposed **former Sage Motel**, to celebrate this transformative initiative. The event brought together **community members, city officials, city staff**, representatives from the **Chamber of Commerce**, the **Veterans of Foreign Wars (VFW) Post 404**, Needles Unified School District, and staff from the offices of **State Senator Padilla** and **Assemblymember Gonzalez**. **Commendations** were presented from **Senator Padilla, Assemblymember Gonzalez**, and **Congressman Ruiz**. While **Congressman Ruiz's office** was not present, his commendation was delivered by **Senator Padilla's office**, recognizing the **City Council's dedication** to supporting veterans and ensuring they have access to the resources and care they deserve. The **Veterans Housing Program** combines **HUD rental assistance** with **VA case management services**, offering a comprehensive solution to support homeless veterans. Since **May 2024**, nine **HUD-VASH vouchers** have been issued, providing critical housing and support services. This initiative reflects the successful collaboration between the **Housing Authority of the City of Needles** and dedicated **community partners**. We extend our heartfelt gratitude to everyone who joined us in celebrating this important achievement. Together, we are striving to ensure our **veterans** receive the **dignity, care, and stability** they have earned through their service. **Refer to the attached images.**
2. The City of Needles stands in solidarity with those impacted by the devastating fires in Southern California. These tragic events have upended lives and entire communities, and our hearts go out to everyone affected. We also commend the tireless efforts of city staff, public officials, and volunteers providing mutual aid to assist those in need during this difficult time. The wildfires in Los Angeles, now designated as a federal disaster, highlight the importance of fire prevention and

preparedness. The City of Needles is committed to learning from these events and implementing proactive measures to protect our community.

This week, the San Bernardino County Emergency Operations Center activated a January Red Flag Wind Event for our area. The City of Needles responded using the Needles Connect App to inform the community about the National Weather Service's Wind Advisory, with wind speeds reaching 50–60 mph. City staff advised residents to trim tree branches away from homes and power lines and secure outdoor objects such as furniture and trash cans. Thanks to the diligent efforts of city staff, no power outages occurred within the City of Needles. The power outage at Park Moabi was also resolved promptly, ensuring minimal disruption. In collaboration with the San Bernardino County Fire Department (SBCFD), city staff has initiated plans to enhance fire safety preparedness and provide the functionality of all hydrants. Fire prevention is a shared responsibility, and we urge residents to identify and address fire hazards on their properties.

JJ DeLeon, General Manager of the Rivers Edge Golf Course, led efforts to identify and remove dead overhanging trees, palm trees, and brush on the golf course to reduce fire risks. Residents are encouraged to follow suit by maintaining their properties and reporting fire hazards to the City of Needles Code Enforcement at 760-326-2115 (ext. 123) or through the Needles Connect App, available on the [Google Play Store](#) or the [Apple Store](#). The City of Needles has also been working on its Local Hazard Mitigation Plan (LHMP), a five-year strategic initiative funded by FEMA. The LHMP aims to enhance preparation for natural and human-caused hazards, reduce risks, and make Needles eligible for FEMA grants and state disaster assistance. Community participation is critical to the plan's success. We invite residents and businesses to share input through surveys, public meetings, and feedback opportunities to help identify strategies to protect lives, property, and resources. [Click here](#) to complete a survey and learn more about the [LHMP](#). Together, we can build a safer and more resilient Needles.

Many community members have asked how they can support those affected by the Los Angeles wildfires. Donations can be made to the Emergency Network Los Angeles by [clicking the provided link](#) or to the American Red Cross Response and Disaster Relief. Visit the [American Red Cross California Wildfires website](#) for information on open shelters and to donate. Thank you for your continued efforts to keep Needles safe and support those in need during this challenging time. Together, we can ensure a brighter and more prepared future for our community.

3. City staff met with an Assemblymember Gonzalez representative this week to discuss key **community needs** in Needles. The closure of the city's **only grocery store** in 2014 left residents without access to **healthy and affordable food**, earning the city a **"Food Desert" designation** in 2023. Efforts are ongoing to attract a **grocery retailer**, leveraging available programs to address this critical issue.

**Housing shortages** remain another pressing concern, with **600 new jobs** created by the city's **\$50 million cannabis industry**. However, **90% of employees** live in

Arizona or Nevada due to limited local housing options. Recognized through the **Prohousing Designation program**, Needles is conducting a **housing study** supported by the **Gates Foundation** and advocating for **streamlined processes** to reduce construction costs and encourage housing development.

**Infrastructure improvements** are also a priority, with the city investing **\$8.5 million** since **2020** to treat **45% of its 45-mile road network** through the **15-year Pavement Management Plan**. Additional funding is being sought for projects like the **River Road & River Street Rehabilitation** to enhance **access and safety**. Similarly, protecting the city's **Colorado River water rights** remains critical as agreements governing the river's operation expire in **2026**. Efforts include applying for funding to **modernize irrigation systems** and reduce **water consumption**.

The **Needles Aquatic Center Renovation** is another top priority. While the city's recent **funding request** was not approved, efforts continue to secure the **\$5 million** needed for upgrades to enhance the center's role as a **cooling facility during extreme heat events**, bolstering **community resilience**. Additionally, the city's **Off-Highway Motor Vehicle (OHMV) Pilot Program**, set to run through **2028**, integrates OHMVs into the **transportation framework**, supporting **tourism** and **local businesses**. Continued **legislative support** will be crucial to extend the program's benefits.

Finally, Needles is pursuing a **\$60 million Vehicle Charging Hub** to advance **renewable energy** and **EV infrastructure**. This initiative aligns with **California's clean energy goals** and enhances local services, attracts visitors, and stimulates **economic growth**. The city appreciates **Assemblymember Gonzalez's support** and looks forward to continued collaboration to address these vital community needs.

### **Notable Video Highlights: Celebrating This Year's Achievements**

- **Clean California Community Designation Program:**  
Governor Gavin Newsom recognized the City of Needles as part of this statewide initiative to create **cleaner, safer, and more sustainable environments**. As a proud participant, the city received **\$2.4 million** to revitalize [Bob Belts Beach Park](#). This project earned the **2024 American Public Works Association Southern California Chapter BEST Project of the Year** award in the [Recreation & Athletic Facilities](#) category.
- **Weather Channel Feature:**  
Needles was showcased on the [Weather Channel's America's Morning Headquarters](#), including a video highlighting [Jack Smith Park's Marilyn Hohstadt Mathews Walking Trail](#), a community favorite.
- **Behavioral Health Clubhouse Funding:**  
Congressman Raul Ruiz secured a [\\$1 million appropriation for the Needles Behavioral Health Clubhouse](#), a vital resource that enhances community access to **behavioral health services**.
- **Celebration of Needles' History:**  
The city's [unique history and historical charm](#) continue to attract visitors and foster **community pride**.

- **2024 State of the City Address:**

A link to the **2024 State of the City Address** by the **Mayor** is available, including both a [recording](#) and [presentation slides](#), offering a comprehensive overview of the city's **accomplishments** and **vision for the future**.

4. Save the date for the **3rd Annual Job and Resource Fair** on **March 19, 2025**, at the **El Garces Historic Train Depot**, located at 950 Front Street, Needles, CA. The event, hosted by **San Bernardino County Supervisor Dawn Rowe**, will take place from **10:00 a.m. to 2:00 p.m.** and promises to be an invaluable opportunity for residents, city staff, and public officials to connect with agencies and organizations providing essential services. This dynamic event will feature access to vital resources such as record issuance, document recording, property assessments, expungement assistance, and specialized support for veterans, including VA benefits and identification cards. Non-profits like **IEHP** and **Tri-State Community Health Center** will also be on-site to offer additional resources.

Employers and resource providers are encouraged to showcase their organizations, meet potential employees, and promote their services in a vibrant, engaging environment. **For those interested in participating, registration is [available online](#) or refer to the attached flyer.** Auxiliary aids and services are available upon request for individuals with disabilities; please call **1-800-735-2922** before the event to arrange assistance. Don't miss this opportunity to engage with your community and take advantage of the valuable services and connections available at this event.

5. **Tomorrow, January 11, 2024**, the **Needles Unified School District (NUSD) Associated Student Body (ASB)** and **Interact Club** will come together to paint a new rendering on the **expression wall** at **Duke Watkins Park**. **Come join them as part of this exciting event** to support **creativity** and **community spirit**. This collaboration highlights the community's dedication to fostering **creativity** and celebrating the **vibrant additions** to the park. The **expression wall**, a key feature of the **\$3,965,400 Duke Watkins Park Improvement Project**, serves as a platform for **artistic expression** and **community engagement**. Designed to inspire **creativity**, this vibrant **graffiti art wall** has quickly become a symbol of **artistic collaboration** and **community pride**. This initiative not only fulfills a **requirement** of the park improvement project but also emphasizes the importance of nurturing the **arts** and bringing the **community** together to enhance this **dynamic new feature** of **Duke Watkins Park**.
6. The **City Council** has prioritized **fostering economic growth and business development** by enhancing public relations to position Needles as a business-friendly community. This includes **streamlining the permitting process to encourage** investment and maintaining proactive communication with current applicants to ensure their projects progress smoothly at the City and County levels. This week, City staff connected with the owners of West Side Chevron to provide updates on their permitting process, and we are thrilled to announce the opening of [Krispy Krunchy Chicken](#), which is anticipated for mid-February. This new business will expand dining options and contribute to the local economy.



Additionally, we are excited to highlight the success of recently opened businesses, such as **Needles Smash Burger**, located at 2205 Needles Highway. Now under new management, Needles Smash Burger offers a full menu of specialty burgers, salads, and fries, with [online orders available](#) or by phone at **760-983-7865**. These developments exemplify the City's commitment to supporting local entrepreneurs and creating a vibrant business ecosystem in Needles. We remain dedicated to working closely with current and prospective businesses to ensure our community remains a welcoming and thriving hub for growth and opportunity.

7. The **City Council** remains dedicated to enhancing **Needles' visual appeal and quality of life** through targeted **beautification and clean-up projects**. This week, the **Public Works team**-initiated efforts to **refresh red curb markings** along **Needles Highway**, starting near **Carl's Jr.** and moving toward **R Street**. This **systematic approach** ensures that each section is completed thoroughly before transitioning to the next, ultimately covering **key thoroughfares** and eventually reaching the **East Side** of the city. These efforts are part of the City's broader commitment to maintaining **public spaces and infrastructure**, reflecting our shared goals of **stewardship, accountability, and community pride**. Residents are encouraged to play an **active role** in these initiatives by notifying **staff** by using the **Needles Connect App**, available on the [Google Play Store](#) and [Apple Store](#) or by calling **City Hall at 760-326-2115**. These ongoing projects highlight the **dedication of City staff** to creating a **clean, welcoming environment** for all. Attached are **images capturing the team's progress**, showcasing their **hard work and commitment** to keeping **Needles beautiful**. Together, we can ensure a **brighter and more inviting community** for residents and visitors alike.
8. Rivers Edge Golf Course continues to exceed expectations, with an impressive **8,445 rounds of golf played** through December, marking a remarkable performance halfway through the season. The course remains a hub for community engagement, and we're thrilled to host the **Needles Women's Club Fundraiser on January 20, 2025**. This event promises to bring the community together for a meaningful cause. Don't miss your chance to participate—**book your spot today** by calling **760-326-3931** or visiting our [website](#). JJ DeLeon is ready to assist those looking to host their tournaments. He can be reached at **760-326-3931** for inquiries and arrangements. We are proud of Rivers Edge's continued success and are committed to ensuring it remains a **valued asset** for our community. In addition to these achievements, the **\$8.9 million Well #11 Water Treatment Project** has introduced an essential enhancement to the course. **Protective fencing** was recently installed along **Hole #5**, adjacent to the water treatment facility. Completed by **Cal-Zone**, this addition significantly improves the safety and security of the project while preserving the quality of the golf course experience. We invite you to take a closer look at the new fencing through the **attached images**, highlighting our commitment to maintaining a safe and enjoyable environment at Rivers Edge.
9. On **January 14, 2024**, the Needles Women's Club will host a Barbecue Lunch Fundraiser to benefit women's empowerment, youth programs, scholarships, and civic initiatives. For just \$10, enjoy a delicious meal featuring a pork sandwich, coleslaw, chips, and cookies! Order your lunch today by [clicking this link](#). Meals can

be picked up at the Needles Women's Club, located at 305 W. Broadway Street, or delivered for orders of three or more. Don't miss the chance to support your local Women's Club! Place your order **by 5:30 p.m. on January 13, 2025**.

10. The **Needles Pride Program** is a community-driven initiative that enhances neighborhoods by fostering pride, improving property upkeep, and ensuring compliance with city codes. This program emphasizes well-maintained landscapes, eliminating visible outside storage, parking properly, removing inoperative or abandoned vehicles from public view, and appropriately placing trash containers. Residents can schedule up to **three free bulky item pick-ups annually** by calling **1-800-364-3754** to support these efforts. Additionally, we encourage residents to join these efforts by reporting public nuisances to the **City of Needles Code Enforcement** at **760-326-2115 (ext. 123)** or through the **Needles Connect app**, available on the [Google Play Store](#) for Android or the [Apple Store](#) for iOS devices. Your input is invaluable in helping us maintain and enhance the community. Through a combination of community engagement, organized clean-ups, and collaboration with the **Code Enforcement team**, the program aims to create a cleaner, safer, and more vibrant city. **Please refer to the attached updated flyer showcasing** the program's details to guide residents in participating in this impactful initiative.

7. **IMPORTANT UPCOMING DATES:**

- **January 18—Community Clean-Up:** Join **Councilmember Longacre** for the second community clean-up effort, which will remove illegal dumping and litter from **Third Street** near the former **Center for Change** at **300 H Street, Needles, CA 92363**. The event begins at **10:00 AM**.
- **January 25—Community Clean-Up:** From 8:00 AM to noon, trash and bulky items can be disposed of for free at various city locations: Gates (Safari Drive), North K (near the underpass and BNSF Road), Vista (Nikki Bunch Ball Field), and Cibola (Robuffa near Public Works Yard). Note: Hazardous waste and specific materials are not accepted.
- **February 15—Route 66 Information Fair:** The 2025 Route 66 Information Fair, hosted by the Friends of El Garces, will feature Route 66 vendors, tours, and presenters. More information will follow.
- **April 21-27—Route 66 Bike Week:** Experience the adventure of a lifetime by riding the historic stretch of **Route 66** from Needles to Seligman. This weeklong event celebrates the freedom of the open road and the vibrant culture of Route 66. For more information, visit their [website](#).
- **May 15, 2024—Run for the Wall (RFTW):** This annual event honoring Vietnam Veterans will welcome over 300 motorcyclists as they journey across the country. This meaningful tribute will take place at the historic El Garces, with the riders expected to arrive at noon.



# 1. VETERANS HOUSING RIBBON CUTTING





# Job and Resource Fair

March 19, 2025  
10 a.m. - 2 p.m.

## EMPLOYERS & RESOURCES PROVIDERS

Join us for our upcoming Job Fair and take advantage of this excellent opportunity to connect with a diverse pool of talent.

Showcase your organization, meet prospective employees, and promote your resources to job seekers in a dynamic and engaging environment.

*This WIOA Title-I financially assisted program and EDD, is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made prior to the event by calling 1-800-735-2922. TTY users, please call the California Relay Service 711. For federal funding disclosure information, visit [Workforce.SBCounty.gov/about/ffd](http://Workforce.SBCounty.gov/about/ffd).*

[Workforce.SBCounty.gov](http://Workforce.SBCounty.gov)

## LOCATION

El Garces Historic Train Depot  
950 Front Street  
Needles, CA 92363

## SAVE THE DATE!



REGISTER HERE:

[HDHE0319.eventbrite.com](https://hdhe0319.eventbrite.com)

America's **JobCenter**  
of California<sup>SM</sup>



## 7. PUBLIC WORKS RED CURBS





## 8. GOLF COURSE FENCE





# 10. NEEDLES PRIDE



# NEEDLES PRIDE

Needles residents care about their community and so should you! The Needles Pride initiative is a neighborhood focus program aimed at improving the community by working in partnership with property owners, area residents, and local businesses to clean up neighborhoods and maintain compliance with City Codes.

Please take the time to evaluate your property and correct any violations you may have.

## How to Participate in the City-Wide Clean-Up



### BEAUTIFICATION

#### Maintain Landscaping

Maintain landscape in healthy condition by proper irrigating, trimming, edging, and removing weeds, and dead plants



#### Clear Storage

Outside storage including but not limited to furniture, household items, yard equipment, building material, vehicle parts, and appliances must be kept out of public eye.



#### Park in Designated Areas

Vehicles are required to be parked on existing driveways or approved surfaces. Parking is not allowed on dirt, vacant lots, front yards, or decorative landscapes.



### CODE VIOLATIONS

#### Inoperative Vehicles

Vehicles that are unlicensed, wrecked, damaged, or in disrepair may not be stored in public view.



#### Trash Containers

Trash containers shall not be stored in front yards or on sidewalks except when placed in areas of collection at the time permitted.

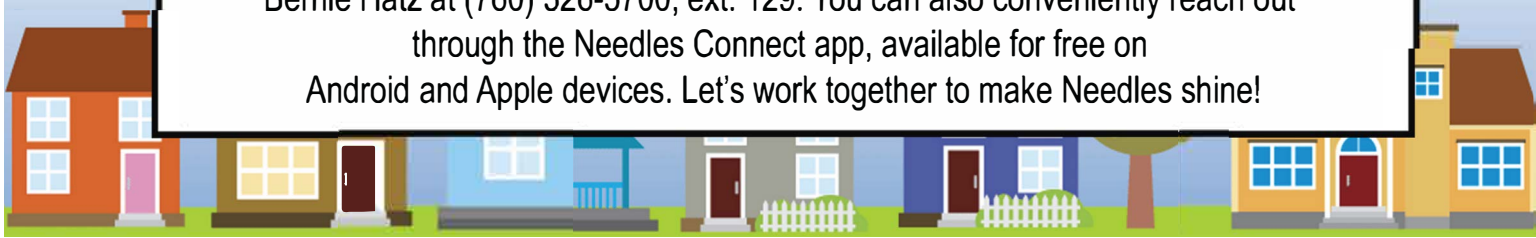


#### Bulky Items

Keep sidewalks clear of discarded household items such as furniture, appliances, electronics, and more. You may schedule up to three (3) bulky item pick ups per year by calling Republic Services at 928-758-9135.



If you have questions about the Needles Pride initiative contact Code Enforcement Officer Bernie Hatz at (760) 326-5700, ext. 129. You can also conveniently reach out through the Needles Connect app, available for free on Android and Apple devices. Let's work together to make Needles shine!





# City of Needles

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## MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: January 17, 2025

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1. At the January 14, 2025, meeting, the City Council adopted **Resolution No. 2025-8**, advocating for **enhanced investments, equitable services, and workforce development programs** by **Palo Verde Community College (PVCC)** for the Needles campus. The resolution highlights critical challenges, including the lack of in-person counseling services, frequent course cancellations, insufficient funding, and the absence of a clear vision for the campus. Despite the Needles community's \$18 million investment through General Obligation Bonds, these disparities persist. To further advocate for these changes, **Mayor Jernigan** will present the resolution on behalf of the City Council to the **Palo Verde School Board** at their next meeting on **Tuesday, January 21, 2025**. For those wishing to livestream and attend remotely, the meeting will be accessible via the **Palo Verde Needles Center** located at **725 W. Broadway, Needles, CA 92363**, beginning at **5:00 p.m.** This initiative directly aligns with the City Council's goal to **foster economic growth and business development** by addressing workforce needs and ensuring equitable access to education. Additionally, it supports the council's vision of creating a connected and engaged community that prioritizes growth and sustainability. For more information, please contact the **City Manager's Office** at **760-326-2113**. **Refer to the attached City Council Resolution and Palo Verde Board Meeting agenda for further details.**
2. Join **Councilmember Zachery Longacre and Mayor Jernigan** on **Saturday, January 18, 2025**, for a **community clean-up event** focused on tackling illegal dumping and litter along **Third Street near the former Center for Change (300 H Street, Needles, CA 92363)**. The event kicks off at **10:00 a.m.**, and all volunteers will be provided with bags, gloves, and pickers. This is your opportunity to roll up your sleeves, take action, and make a visible impact on our city.

**Looking ahead to next weekend**, mark your calendar for the **January 25 Community Clean-Up Event!** From **8:00 a.m. to noon**, trash and bulky items can be disposed of for free at various city locations: **Gates (Safari Drive)**, **North K (near the underpass and BNSF Road)**, **Vista (Nikki Bunch Ball Field)**, and

**Cibola (Robuffa near Public Works Yard).** *Note: Hazardous waste and specific materials are not accepted. Refer to the attached flyer for more information.*

**Keeping our community clean is a citywide effort.** The **Needles Pride Program** is a community-driven initiative dedicated to enhancing our neighborhoods by fostering pride, improving property upkeep, and ensuring compliance with city codes. The **City of Needles** would like to thank **The BNSF Railroad** for their recent efforts in cleaning up their yard adjacent to the Train Park. Community collaboration like this plays a key role in maintaining a clean and welcoming environment, and we deeply appreciate their contributions.

**Fire prevention is also a shared responsibility.** We encourage all residents to identify and address fire hazards on their properties. A special thank you goes to the **property owner on K Street** for proactively starting the process of trimming a tree that posed a significant risk. The tree, standing at least three times taller than the nearest electrical pole, could have caused fire hazards or collapsed onto neighboring homes. Let's come together as a community to keep Needles clean, safe, and inviting. **Spread the word, bring your team, and join us tomorrow to make a difference!**

3. I am excited to share that Needles has been featured in a national article on **Islands.com** titled "[Needles, California: An Arizona Border City Offering Waterfront Fun and Low-Cost Living.](#)" The article highlights our community's unique charm, affordable living, and recreational opportunities along the Colorado River. This recognition aligns with the City Council's goals of promoting economic growth and enhancing our city's identity. This feature is an excellent opportunity to showcase Needles' appeal and attract visitors and potential residents. I encourage the Council to review and share this positive spotlight on our city.
4. The **Needles Animal Shelter** is home to many loving pets eager to become part of a caring family. Through our adoption program, we are committed to enhancing the lives of animals in our community and helping them find their homes forever. If you're considering adding a furry friend to your family, the **adoption fee is just \$59**. Our team is ready to guide you through the process and help you meet the perfect pet. **Contact us today at 760-326-4952** to learn more about our adoption process or to schedule a visit. We're available **Monday through Friday from 8:00 AM to 2:00 PM**. Take a **look at the attached flyer** featuring **Mollie** (a Terrier mix) and **Mikey** (a Pitbull) along with other adorable pets waiting to meet you. These delightful companions are ready to bring joy and love into your life. Let's work together to give these wonderful animals the loving homes they deserve!
5. In **January 2023**, the **Needles Courthouse** was re-established as part of the **San Bernardino Superior Court System**, reducing the need for residents to travel to Barstow for traffic and family law cases. **Justice has been brought back to Needles**, ensuring greater convenience and access for our community. I am pleased to share that starting **January 21, 2025**, the courthouse will further expand its services to include **guardianship and limited probate matters**, such as guardianship of estates, petitions for small property succession, and spousal property petitions. This expansion reflects the court's dedication to meeting the

needs of our community and providing equitable access to legal resources. For more information about these expanded services, **refer to the** attached news release or visit the **Needles Courthouse** website by [clicking on this link](#).

6. The **City of Needles** is excited to announce that the **River Front Cafe** is under new ownership! While the menu remains the same for now, an updated menu is expected in the coming months. The cafe will continue to operate **Thursday through Sunday from 11:30 a.m. to 8:00 p.m.**, offering delicious pizza and stunning views of the **Colorado River**. This development aligns with the City Council's **goal to foster economic growth and business development** by supporting local businesses that enhance Needles' unique identity and appeal. The cafe's riverside location also endorses the council's vision of better utilizing community spaces and promoting tourism by highlighting Needles as a **family-friendly destination** and a **welcoming gateway to California**. We encourage residents and visitors alike to support the River Front Cafe and enjoy the vibrant charm of Needles.
  
7. The City of Needles is pleased to announce two key hires. **Bernie Hatz II** has been promoted to **Senior Code Enforcement Officer** after serving as a Code Enforcement Officer for nearly 6.5 years. During his tenure, Bernie has demonstrated exceptional dedication and professionalism, successfully managing the department's daily operations and contributing significantly to maintaining city standards. Additionally, **Joy Bennett** has transitioned into a **full-time Account Clerk role** after working part-time in the Finance Department for the past two years. Joy's expertise and commitment have been instrumental in supporting the department's functions, and we are excited to have her continue contributing in a full-time capacity. Both Bernie and Joy bring valuable experience and skills to their respective positions, and we look forward to their continued positive impact on the City of Needles.
  
8. City staff is pleased to welcome **Scott Dressler** as the newest member of the **Cemetery Advisory Commission**. This important board serves as a recommending body to the **City Council** on various matters related to the **Needles Cemetery**, including the **Needles River View Cemetery** and the **Needles Pioneer Cemetery**, which date back to the 19th century. The commission advises on the annual budget, capital improvements, and the procurement of equipment, materials, and supplies. The commission meets quarterly on the **third Thursday of January, April, July, and October at 4:00 p.m. at El Garces**. We are excited to have Scott join the team and look forward to his contributions. **Welcome aboard, Scott!**
  
9. This past weekend, the **Needles Unified School District (NUSD) ASB** and **Interact Club** revitalized **Duke Watkins Park**, painting the bathrooms white with **Mustang Blue** trim and adding a beautiful mural of the **Needles Mountains** to the **expression wall**. The mural, part of a collaborative effort, highlights the artistic talents of those involved and enhances the **\$3,965,400 Duke Watkins Park Improvement Project**. This final addition celebrates creativity, community pride, and teamwork, marking the completion of the park's transformation into a vibrant and welcoming space. **Thank you to everyone who contributed** to this effort.



Your hard work and dedication have brought new life to the park! **Check out the attached image for a glimpse of the incredible artistic result.**

10. The **San Bernardino County Fire Protection District (SBCFPD)** remains committed to ensuring safe and efficient hazardous waste management for the residents of Needles, safeguarding both public health and the environment. To support this effort, the SBCFPD is hosting a **Household Hazardous Waste Collection Event** on **Saturday, March 1, 2025**, from **7:00 a.m. to 11:00 a.m.** at the **Needles City Public Works Yard (112 Robuffa Street, Needles, CA 92363)**. Residents are encouraged to participate and responsibly dispose of hazardous waste, including used motor oil, batteries, paint products, and household cleaners. Please note that business-generated waste, explosives, and tires will not be accepted. For details on acceptable and prohibited items, as well as guidelines for safe transportation, please refer to the **attached flyer** or contact the **Household Hazardous Waste Program** at **909-382-5401** or **1-800-OILY-CAT**. Let's work together to protect our community and environment!

11. **IMPORTANT UPCOMING DATES:**

- **February 8 – The Women's Club Golf Tournament** has been rescheduled from November 16, 2024, to February. Registration is open![\(registration open\)](#).
- **March 15, 2025 – Lucky Greens Annual Golf Tournament:** Mark your calendars for this much-anticipated event at River Edge! Gather your friends, colleagues, or fellow Chamber members to form a team of four and enjoy a day of friendly competition, networking, and fun on the course – all while supporting the local community. Whether you're a seasoned golfer or just out for a good time, everyone is welcome to join in!
- **March 19—3rd Annual Job and Resource Fair:** Hosted by San Bernardino County Supervisor Dawn Rowe, this event will take place at the El Garces Historic Train Depot (950 Front Street, Needles, CA) from 10:00 a.m. to 2:00 p.m. It's a valuable opportunity for residents, city staff, and public officials to connect with agencies and organizations offering essential services.
- **April 21-27—Route 66 Bike Week:** Experience the adventure of a lifetime by riding the historic stretch of **Route 66** from Needles to Seligman. This weeklong event celebrates the freedom of the open road and the vibrant culture of Route 66.
- **May 15, 2024—Run for the Wall (RFTW):** This annual event honoring Vietnam Veterans will welcome over 300 motorcyclists as they journey across the country. This meaningful tribute will take place at the historic El Garces, with the riders expected to arrive at noon.

# **1. PALO VERDE COLLEGE**

## **RESOLUTION NO. 2025-8**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES SUPPORTING ENHANCED INVESTMENTS, EQUITABLE SERVICES, AND WORKFORCE DEVELOPMENT PROGRAMS BY PALO VERDE COMMUNITY COLLEGE IN THE NEEDLES COMMUNITY**

**WHEREAS**, Palo Verde Community College (PVCC) is a critical partner in providing education, workforce development, and economic opportunities for the Needles community; and

**WHEREAS**, the Needles campus faces significant challenges, including:

1. **Lack of In-Person Counseling Services** for Students.
2. **Course Cancellations**: Classes have been withdrawn before school begins, resulting in students losing **FAFSA eligibility** and disrupting education.
3. **Lack of Dedicated Budget and Data**: Needles does not receive equitable funding.
4. **There are** no clear goals or vision for the campus.

**WHEREAS**, substantial grant funds, including Adult Education and Career Technical Education (CTE) funds, totaling **\$1.5 million** have been allocated to programs like HVAC, vehicle maintenance, and the computer information systems programs but these resources have not adequately benefited Needles; and

**WHEREAS**, Needles property owners have contributed significantly to PVCC through **two General Obligation (GO) Bond Measures**:

1. The **2004 bond** in the amount of **\$6 million**.
2. The **2014 bond** in the amount of **\$12 million**.  
These bonds are repaid through property taxes levied on parcels, with property owners contributing based on assessed parcel values, demonstrating the community's ongoing financial support for the college; and

**WHEREAS**, Needles is positioned for growth with access to a larger student base, unlike Blythe, Needles is positioned to serve as a hub for workforce training programs such as:

- **Nursing, Plumbing, Electrical Trades, Home Building, Lineman Training, and Water Treatment;**

**WHEREAS**, PVCC's potential declining enrollment due to the loss of incarcerated student programs and fire training programs jeopardizes the college's financial stability, with reserves projected to be depleted within **three years**; and

**WHEREAS**, PVCC must prioritize efforts to **diversify its student population** and concentrate on expanding educational opportunities in underserved communities such as Needles, which present significant potential for enrollment growth and community impact; and

**WHEREAS**, the City of Needles advocates for equitable investment to **bolster CTE programs** and establish Needles as a driver of enrollment growth, workforce development, and economic opportunity for the region; and

**WHEREAS**, the community has identified the urgent need for a **Child Care Facility** to serve 40 children, create jobs, and remove barriers to education and workforce participation;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEEDLES AS FOLLOWS:**

1. **Equitable Services and Programs:** PVCC is urged to provide in-person counseling, guaranteed classes, and equitable investment in Needles to ensure services are on par with those offered in Blythe.
2. **Workforce Development:** PVCC must prioritize the expansion of CTE programs in high-demand fields such as nursing, plumbing, electrical trades, and water treatment to meet the workforce needs of the community.
3. **Grant Fund Accountability and Implementation:** Funds allocated to Needles, including Adult Education and CTE, and federal grants must be fully implemented to benefit local residents.
4. **Child Care Facility:** PVCC is encouraged to collaborate with community partners to establish a Child Care Facility, addressing a critical barrier to student participation and supporting workforce readiness.
5. **Recognition of Financial Support:** The City acknowledges the significant financial contributions made by Needles property owners through the **2004 (\$6 million)** and **2014 (\$12 million)** GO bond measures and urges PVCC to invest these resources equitably to support Needles' growth and development.
6. **Diversifying the Student Population:** PVCC must focus on diversifying its student base and increasing access for underserved communities like Needles, which offer unique opportunities for enrollment growth and program expansion.
7. **Vision for Growth and Collaboration:** PVCC must work with the City of Needles to develop clear goals, collect data, and invest in the future of Needles, recognizing its growth potential and role in stabilizing the college's enrollment.
8. **Collaborative Success:** This is not a competition between campuses but a shared effort to ensure PVCC's long-term success by improving services, enrollment, and opportunities for all communities.

**PASSED AND ADOPTED** at a regular meeting of the City Council on January 14, 2025, by the following roll call vote:

AYES: Council Members Longacre, McCorkle, Campbell, Pogue, Belt, and Longbrake  
NAYS: None  
ABSENT: None  
ABSTAIN: None

APPROVED:   
Mayor Janet Jernigan

ATTEST:  <sup>SEAL</sup>  
Candace Clark, Interim City Clerk



**Tuesday, January 21, 2025  
Regular Board Meeting**

**PALO VERDE COMMUNITY COLLEGE DISTRICT  
BOARD OF TRUSTEES**

**Closed Session 4:00 p.m.**

**Open Session 5:00 p.m.**

**One College Drive, Blythe, CA, CL 101**

**(Livestream held at the PVC Needles Center, 725 W. Broadway, Needles, CA)**

**Palo Verde Community College District, in compliance with the Americans with Disabilities Act (ADA), requests individuals who may need special accommodation to access, attend, and/or participate in Board meetings to contact Carrie Mullion at (760)921-5440 at least forty-eight hours in advance of the meeting for information on such accommodation.**

**Persons wishing to address the Governing Board under Hearing of Citizens need to complete a Speaker Request Form (available at the reception table).**

**In compliance with Government Code Section 54957.5, non-exempt writings that are distributed to a majority or all of the Board in advance of a meeting, may be viewed at Palo Verde Community College District, Office of the Superintendent/President, One College Drive, Blythe, CA 92225; at the College website [www.paloverde.edu](http://www.paloverde.edu); or at the scheduled meeting.**

**1. Opening of Meeting**

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1.1 Call to Order

1.2 Roll Call

1.3 Approval of Closed Session Agenda

**2. Recess to Closed Session - Members of the public will be given an opportunity to speak on any Closed Session items at this time. Persons wishing to address the Governing Board under this item should fill out a Speaker Request Form available at the reception table.**

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2.1 Conference with Labor Negotiator; Pursuant to Gov. Code 54957.6 - CSEA Chapter 180, and Palo Verde Community College Association/CTA

2.2 Public Employee Discipline/Dismissal/Release Pursuant to Government Code 54957

2.3 Public Employee Performance Evaluation; Pursuant to Gov. Code 54957(b)

**3. Reconvene to Open Session**

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3.1 Flag Salute

3.2 Report on Any Action Taken in Closed Session

3.3 Approval of Open Session Agenda

3.4 Approval of December 10, 2024, Study Session/Special Meeting Minutes

3.5 Approval of December 17, 2024, Regular Meeting Minutes

### 3.6 Announcement of Recusal From Agenda Items

## **4. Hearing of Citizens Agenda Items**

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4.1 Members of the public have this opportunity to directly address the Board on agenda items. Each speaker will be allowed a maximum of five (5) minutes per topic. Fifteen (15) minutes shall be the maximum time allotment for public speakers on any one subject regardless of the number of speakers at any one board meeting.

## **5. Public Hearing - Opportunity for Members of the Public to Comment on PVCCD's Initial Proposal to Palo Verde College Faculty Association/CTA for Successor Negotiations**

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5.1 Members of the Public May Comment on PVCCD's Initial Proposal to Palo Verde College Faculty Association/CTA for Successor Negotiations

## **6. Reports**

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6.1 CCA/CTA - Richard Castillo, President of CCA/CTA

6.2 Academic Senate - Sarah Frid, President of Academic Senate

6.3 CSEA, Chapter 180 - Richard Soto, President of CSEA Chapter 180

6.4 Associated Student Government - Nya Jones, Student Trustee

6.5 Assistant Superintendent/Vice President of Instruction and Student Services - Clint Cowden

6.6 Assistant Superintendent/Vice President of Administrative Services and College Advancement - Stephanie Slagan

6.7 Superintendent/President - Dr. Bruce Moses

6.8 Board of Trustees

## **7. Presentation**

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7.1 Palo Verde CCD Audit Report FY 2024

7.2 Acceptance of Audit Report Ending June 30, 2024

## **8. Discussion**

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8.1 Second Read of Reviewed/Revised Board Policy

8.2 Recognition of Mr. Don Kuykendall and Former Assemblymember Eduardo Garcia with regard to the New Child Development Center Building

8.3 Date of Ribbon Cutting Ceremony for the New Child Development Center Building

## **9. Information Items**

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9.1 Report of Purchases and Warrants - December 2024

9.2 Board of Trustees Professional Development Opportunities

9.3 IRS Business Mileage and GSA Per Diem Rates for 2025

**10. Consent Items (Blanket Motion: All Consent Items will be voted on in one motion with 15 minutes allocated for questions by Board members. After the question period, any Board member may request that any item(s) be moved to the Action Agenda.**

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10.1 Part-Time Temporary Student Workers for Spring 2025 Semester

10.2 Approval of New and Revised Courses and Programs

10.3 Personnel Actions- January 2025

10.4 Approval of Consent Items for January 2025

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**11. Action Items - Instruction**

11.1 Consultant Service Agreement with Abha Gupta for Assistance with MIS Reporting

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**12. Action Items - Business**

12.1 Modification #2 to IEEEEP Grant Agreement with Riverside County Superintendent of Schools

12.2 Request for Change Order (RCO) #25 and #26 from Precise Builders Inc. for the New Child Development Center Building

12.3 Service Agreement with NetFile

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**13. Action Items - Personnel**

13.1 Instructor Recommended Equivalency (S. Loureiro)

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**14. Action Items - Miscellaneous**

14.1 Approval of Reviewed/Revised Board Policy

14.2 Trustee Excused Absence from Board Meeting (Ramirez)

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**15. Hearing of Citizens Non-Agenda Items**

15.1 Members of the public have this opportunity to directly address the Governing Board on items of interest to the public, subject to five (5) minute time limitation per individual.

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**16. Possible Future Agenda Items**

16.1 Possible Future Agenda Items

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**17. Adjourn**

17.1 Adjourn



## 2. FIRE ABATEMENT





## 2. BSNF CLEANUP





## 2. COMMUNITY CLEANUP

\*CITY OF NEEDLES RESIDENTS ONLY\*

# BULKY WASTE DROP-OFF EVENT

FREE DISPOSAL OF TRASH & BULKY ITEMS

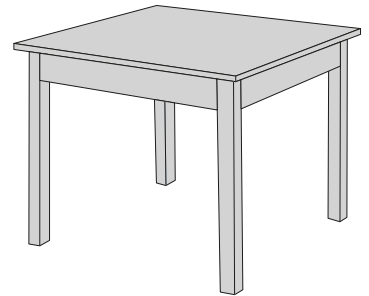
SEE LIST BELOW FOR WHAT IS NOT ACCEPTED



**Saturday,  
January 25th, 2025**

**- 8 am to noon -**

**Event will end earlier  
if container equipment is full**



**Locations:** Gates (Safari Drive), North K (Near Underpass), Vista (Nikki Bunch Ball Field), & Cibola (Robuffa) Subdivisions

FOR MORE INFORMATION: Rainie Torrance, [rtorrance@cityofneedles.com](mailto:rtorrance@cityofneedles.com), 760-326-2115 ext 140

**NOT  
ACCEPTED**

- Hazardous Waste of any kind
- Commercial Waste
- Industrial Waste from businesses
- Motor Oil/Used Filters
- Household Cleaners
- Sharp Objects/Needles
- Fluorescent Tubes
- Space Heaters
- Musical Cards
- Radioactive Wastes
- Non-Sharp Medical Waste
- Wastes from foreclosed properties
- Auto & Household Batteries
- Pesticides & Fertilizers
- TV's & Computer Monitors
- Microwave Ovens
- Stereos or Radios
- Clothes Irons
- Medical Waste
- Tire/Appliances
- Non-Sharp Medical Waste
- Antifreeze
- Medications
- CPU's & Printers
- Telephone/Cellphones
- VCRs/DVD Player
- Asbestos
- Air Conditioners

## 4. NEEDLES ANIMAL SHELTER



# ***Needles Animal Shelter***

*Please*  
**Adopt Us**



**MOLLIE**  
Female - Terrier Mix



**MIKEY**  
Male - Pitbull

CONTACT US 760-326-4952

1662 Flip Mendez PKWY  
Needles, CA 92363



# 5. NEEDLES COURTHOUSE

## SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO

Communications & Public Information Office



[www.sb-court.org](http://www.sb-court.org) | [courts-pio@sb-court.org](mailto:courts-pio@sb-court.org)

Lisa M. Rogan  
Presiding Judge

Anabel Z. Romero  
Court Executive Officer

### NEWS RELEASE

RELEASE DATE: JANUARY 7, 2025

## THE NEEDLES DISTRICT WILL HEAR GUARDIANSHIP AND LIMITED PROBATE MATTERS STARTING ON JANUARY 21, 2025

SAN BERNARDINO, CA— As a part of the San Bernardino Superior Court’s continued expansion of services, guardianship and probate matters will now be heard at the Needles District.

Beginning January 21, 2025, Guardianship of Estate, Guardianship of Person & Estate, Guardianship of Person Only, Affidavit Re Real Property of Small Value, Petition to Determine Succession to Real Property, Spousal or Domestic Partner Property Petition, and Petitions to Determine Fact of Death or Marriage cases properly within the jurisdictional limits will be filed and heard at the Needles District.

Starting January 21, 2025, Attorneys and parties are encouraged to check the Court’s website at [Where Can I File? | Superior Court of California \(sb-court.org\)](http://Where Can I File? | Superior Court of California (sb-court.org)) to confirm which matters should be filed at the Needles District. We encourage parties and attorneys to use the Court’s electronic filing system for all matters approved for electronic filing ([Probate eFiling | Superior Court of California \(sb-court.org\)](http://Probate eFiling | Superior Court of California (sb-court.org))).

The expansion of probate services to the Needles District further anchors our Court to our Strategic Plan, [Court 360](#), and the effective delivery of court services to the community we serve.

“Expanding probate services to Needles ensures greater access to justice for the residents of San Bernardino County,” said Presiding Judge Lisa M. Rogan. “This expansion reflects the Court’s dedication to meeting the needs of the community,” said Court Executive Officer Anabel Z. Romero.

For media inquiries, contact Communications and Public Information Office, via [courts-pio@sb-court.org](mailto:courts-pio@sb-court.org).



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

247 West Third Street, 11<sup>th</sup> Floor San Bernardino, Ca 92415-0302

[www.sb-court.org](http://www.sb-court.org)



## 9. NUSD ASB & INTERACT CLUB





## 9. NUSD ASB & INTERACT CLUB





# 10. HHWC SBCFPD

*Needles Residents:*

## HOUSEHOLD HAZARDOUS WASTE COLLECTION

March 01, 2025 | 7a.m. to 11a.m.

Needles City Yard, 112 Robuffa Street, Needles, CA 92363



RECYCLE  
USED OIL

Funded By  
**CalRecycle**

### We Accept...

- Antifreeze
- Auto & Household Batteries
- Computer Monitors, TVs
- CPUs, Printers
- Fluorescent Tubes
- Home-Generated Sharps/Needles in approved container
- Household Cleaners
- Medications – separate liquids from solids (excluding controlled substances)
- Microwave Ovens
- Motor Oil/Used Filters
- Musical Cards, Clothes Irons
- Paint Products
- Pesticides & Fertilizers
- Space Heaters, Stereos, Radios
- Telephones
- VCRs/DVD Players

### We Do NOT Accept...

- Asbestos
- Business/Commercial Wastes
- Explosives
- Medical Wastes other than sharps
- Radioactive Wastes
- Reactives
- Tire, Appliances, Furniture, Air Conditioner, etc.
- Wastes from foreclosed properties & non-profit organizations

## Take the last step! Recycle your USED MOTOR OIL and OIL FILTERS!

- Dumping used oil (or any chemical) is a crime – legally and environmentally
- Dumped oil contaminates ground water – our drinking water source
- Used oil is insoluble and can contain toxic chemicals
- Used oil kills plant and aquatic life
- One pint of used oil can create an acre-sized oil slick on surface waters



### Remember when recycling oil to...

- Drain your oil from cars, trucks, motorcycles, boats, recreational vehicles, lawnmowers, etc., into a reusable, sealable container.
- Do not dump oil on the ground, in the gutter or storm drain, or throw in the trash
- Do not mix anything with the oil (water, paint, pesticides, diesel, antifreeze or gasoline)

### Before transporting, be sure that...

- Waste is properly labeled or in its original container
- The container is no larger than 5 gallons. Transport no more than 15 gallons or 125 lbs.
- Containers are sound and not leaking
- Sharps/needles must be in approved biohazard container. Sharps will not be accepted in plastic bags, coffee cans, milk jugs, or soda cans
- Waste is securely placed in the back of the vehicle for safe transport

### The following guidelines apply:

- Household Hazardous Waste ONLY. No Business-Generated Waste Accepted
- San Bernardino County Residents ONLY. Identification will be required
- No Early Birds (waste brought before 7:00a.m. will not be accepted)
- Waste must be accepted by County Fire Protection District personnel.
- Remain in vehicle at all times

### For questions or more information, contact:

San Bernardino County Fire Protection District,  
Household Hazardous Waste Program

**909.382.5401 or**

**1.800.OILY.CAT (1.800.645.9228)**

Visit [Sbcfire.org/hhw](http://Sbcfire.org/hhw)

Cosponsored by San Bernardino County Board of Supervisors,  
City of Needles, and San Bernardino County Fire Protection District

