



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

## AGENDA

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

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TUESDAY, FEBRUARY 11, 2025  
COUNCIL EXECUTIVE SESSION – 5:15 PM  
CITY COUNCIL MEETING – 6:00 PM

THE PUBLIC MAY ATTEND VIA TEAMS AND MAY SUBMIT ANY COMMENTS IN WRITING PRIOR TO NOON ON THE DAY OF THE MEETING BY EMAILING [cclark@cityofneedles.com](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: 814 647 636#

OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 814 647 636#  
The meetings are being recorded.

CALL TO ORDER  
ROLL CALL

**RECESS THE CITY COUNCIL MEETING AND CONVENE A JOINT COUNCIL / NPUA MEETING**

**PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEMS**

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

**RECESS TO EXECUTIVE SESSION**

**EXECUTIVE SESSION**

- a. Conference with Legal Counsel Regarding Potential Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4). One potential Case.

**EXECUTIVE SESSION REPORT** - by City Attorney

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

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

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

**PRESENTATION**

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

1. Presentation of the American Public Works Association (APWA) Southern California Chapter's Best Project of the Year Award for Bob Belt's Beach Park by Past President and Awards Committee Member Pat Somerville to Council



2. Presentation by Assistant Chief Bill Villarino, San Bernardino County Fire Division 4

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

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

### **REGULAR NPUA / COUNCIL ITEMS**

3. Waive the reading and 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 **(ACT)**

## **ADJOURN THE JOINT NPUA/COUNCIL MEETING AND RECONVENE THE COUNCIL MEETING** (Roll Call Previously Taken)

### **PUBLIC COMMENTS PERTAINING TO THE COUNCIL ITEMS**

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

**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 4 through 9 on the Consent Calendar by affirmative roll call vote. **(ACT)**

4. Approve the Warrants Register through February 11, 2025
5. Approve the Minutes of January 28, 2025
6. Approve the Fort Mohave/Bullhead Shuttle Draft Operating Plan.
7. Waive the reading and adopt Resolution No. 2025-10 approving a Third Amendment to Agreement between the City of Needles and Parking Concepts, Inc. DBA Transportation Concepts providing for restructuring of the Dial-a-Ride Medical Transport / Shopper Shuttle Pilot Program services into the Fort Mohave/Bullhead Shuttle
8. Approve the logo for the Dial-a-Ride (DAR) Specialized Transportation and Fort Mohave/Bullhead Shuttle Services.
9. Waive the reading and Adopt Amended Ordinance 671-AC adding Section 15A-7 to the Municipal Code establishing regulations for the use of the Graffiti Art Wall.

## **END OF COUNCIL CONSENT CALENDAR**

### **REGULAR COUNCIL ITEMS**

10. City of Needles Website Redesign Update **(INF)**

### **CITY ATTORNEY REPORT**

### **CITY CLERK REPORT**

### **CITY MANAGER REPORT**

City Manager's Reports for the weeks of January 24 and 31, 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: February 7, 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 7th day of February, 2025*

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



**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 from 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	$\frac{3}{4}$ 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. Curtailment. When the availability of service is restricted and a reduction of service is required to maintain the integrity of part or the total electric system, the customer 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 and 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 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 unmetered 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 Customers 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



**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 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 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 and 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 of 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 withdrawn 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 fee 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



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 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:**

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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





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

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** FEBRUARY 11, 2025

**Title:** Warrants

**Background:** n/a

**Fiscal Impact:** See attached Warrant Registers

**Environmental Impact:** n/a

**Recommended Action:** Approve the Warrant Registers through FEBRUARY 11, 2025.

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

**City Manager Approval:** *Robert J. May*

**Date:** 2-4-25

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

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

**Agenda Item:** \_\_\_\_\_



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

		1/28/2025	FUND AMT.	28-Jan	24-25
FUND 101	GENERAL FUND	\$ 79.54			
101.1015.412	CITY ATTORNEY	\$ -		\$ 35,129.03	\$ 90,000.00
101.1020.413	CITY MANAGER	\$ 168.75		\$ 115,253.48	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 402,415.73	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 1,789.62		\$ 150,613.99	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ 1,119.90		\$ 82,622.85	\$ 326,356.00
101.1040.417	ENGINEERING	\$ -		\$ 168,893.71	\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 31,648.19	\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ -		\$ 51,914.77	\$ 180,551.00
101.2010.421	SHERIFF	\$ -		\$ 2,280,929.48	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 840.59		\$ 138,186.06	\$ 283,098.00
101.2025.424	BUILDING & SAFETY	\$ -		\$ 154,751.44	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ 842.54		\$ 370,367.97	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ -		\$ 339,242.53	\$ 744,745.00
101.4730.472	SANITATION	\$ -		\$ 68,995.66	\$ 143,822.00
101.5770.452.	AQUATICS	\$ -		\$ 129,898.35	\$ 249,282.00
101.5772.452	PARKS	\$ 1,208.73		\$ 425,291.57	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 48,218.28	\$ 115,992.00
101.5774.452	RECREATION	\$ 1,486.90		\$ 213,577.71	\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 7,536.57		\$ 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		\$ -	\$ 146,601.64	\$ 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		\$ -	\$ 105,878.45	\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 31,607.00	\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ -
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 899,391.76	\$ 1,285,000.00
FUND 239	CA.CONSERV RECYCLING 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		\$ 1,339.67	\$ 905,436.71	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 1,032.49	\$ 674,078.60	\$ 1,329,341.00
FUND 505	SANITATION		\$ -	\$ 785,177.70	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 1,048,172.81	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ 3,451.33	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 128.69		\$ 812,761.84	\$ 1,376,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 203,271.68	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ 128.69		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ -	\$ 223,913.73	\$ 477,260.00
FUND 509	MIS		\$ -	\$ 112,326.33	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 2,111.64	\$ 103,229.69	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ -	\$ 138,663.72	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 126,198.32	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 45,508.84	\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 12,318.76	\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 243,881.60	\$ 477,395.00
FUND 575	HOUSING		\$ 4,181.93	\$ 515,898.87	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ 1,979.43	\$ 7,589,806.05	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 763,848.40	\$ 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		\$ -	\$ 9,015.20	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 18,310.42	\$ 24,565,241.05	\$ 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 11, Purchasing; and further, the funds to cover these purchases/expenditures, as City Audited, are included.

Patrick Martinez, City Manager

Date

Finance Department

Date

Virginia Tasker, City Treasurer

Date



PROGRAM: GM348U  
CITY OF NEEDLES

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
23191	4217	00	COLIN TSOSIE	01/28/2025	276.17	.00
23192	1296	00	FRONTIER	01/28/2025	3,410.58	.00
23193	284	00	SOUTHWEST GAS CORP.	01/28/2025	14.59	.00
23194	4133	00	WELLS FARGO (ACCT # 1013)	01/28/2025	1,244.82	.00
23195	4130	00	WELLS FARGO (ACCT # 1203)	01/28/2025	1,566.44	.00
23196	4149	00	WELLS FARGO (ACCT # 3439)	01/28/2025	2,424.47	.00
23197	4134	00	WELLS FARGO (ACCT # 5148)	01/28/2025	1,297.95	.00
23198	4128	00	WELLS FARGO (ACCT # 5585)	01/28/2025	968.25	.00
23199	4132	00	WELLS FARGO (ACCT # 5775)	01/28/2025	94.99	.00
23200	4127	00	WELLS FARGO (ACCT # 6046)	01/28/2025	1,519.18	.00
23201	4131	00	WELLS FARGO (ACCT # 6047)	01/28/2025	840.59	.00
23202	4116	00	WELLS FARGO (ACCT# 0806)	01/28/2025	1,742.87	.00
23203	4225	00	WELLS FARGO (ACCT# 5154)	01/28/2025	1,789.62	.00
23204	4226	00	WELLS FARGO (ACCT# 5741)	01/28/2025	1,119.90	.00
NUMBER OF CHECKS					18,310.42	
GRAND TOTAL					18,310.42	



CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC./RETAIN)	CHECK TOTAL
23191	4217	COLIN TSOSIE	005297		01/28/2025	502-4710-471.60-18	276.17 276.17 *	276.17
23192	1296	FRONTIER	005132 005133 005134 005135 005136 005137 005138 005139 005140 005141		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	502-4710-471.52-10 503-4720-475.52-10 503-4720-475.52-10 507-5761-453.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 510-4410-405.52-10 580-4750-473.52-10 580-4750-473.52-10	347.35 481.89 381.85 128.69 127.44 243.11 324.55 793.59 401.88 180.23 3,410.58 *	276.17
23193	284	SOUTHWEST GAS CORP.	005287		01/28/2025	575-5555-485.41-50	14.59 14.59 *	14.59
23194	4133	WELLS FARGO (ACCT # 1013)	005251 005253 005254		01/28/2025 01/28/2025 01/28/2025	101-5772-452.61-12 101-5772-452.61-06 101-3010-431.60-12	446.04 190.68 608.10 1,244.82 *	1,244.82
23195	4130	WELLS FARGO (ACCT # 1203)	005280 005281 005282 005283 005284		01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	101-5774-452.62-00 101-5774-452.60-24 101-5774-452.61-06 101-5774-452.65-10 101-0000-204.10-00	40.01 383.98 309.61 753.30 79.54 1,566.44 *	1,566.44
23196	4149	WELLS FARGO (ACCT # 3439)	005293 005294 005295 005296		01/28/2025 01/28/2025 01/28/2025 01/28/2025	575-5555-485.61-09 575-5555-485.72-17 575-5555-485.72-17 575-5555-485.69-21	1,338.99 736.94 311.23 37.31 2,424.47 *	2,424.47
23197	4134	WELLS FARGO (ACCT # 5148)	005258 005259 005260 005261 005262		01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	101-1020-413.55-00 502-4710-471.55-00 503-4720-475.55-00 580-4750-473.55-00 510-4410-405.43-01	168.75 168.75 168.75 168.75 622.95 1,297.95 *	1,297.95
23198	4128	WELLS FARGO (ACCT # 5585)	005270 005271 005272 005273 005274		01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	580-4750-473.41-11 580-4750-473.43-57 101-3010-431.61-33 502-4710-471.55-00 502-4710-471.69-22	362.04 160.32 159.44 139.57 146.88 968.25 *	968.25



BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING						
CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT
23199	4132	WELLS FARGO	(ACCT # 5775)	005256 005257	01/28/2025 01/28/2025	502-4710-471.31-90 101-3010-431.31-40
						19.99 75.00 94.99 *
23200	4127	WELLS FARGO	(ACCT # 6046)	005275 005276 005278 005279	01/28/2025 01/28/2025 01/28/2025 01/28/2025	580-4750-473.31-90 502-4710-471.31-40 580-4750-473.61-01 101-5772-452.31-90
						200.00 240.96 506.21 572.01 1,519.18 *
23201	4131	WELLS FARGO	(ACCT # 6047)	005264 005265 005266 005267 005268 005269	01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	101-2020-423.31-40 101-2020-423.61-36 101-2020-423.61-04 101-2020-423.43-42 101-2020-423.43-29 101-2020-423.61-01
						200.00 175.25 50.00 49.64 326.94 38.76 840.59 *
23202	4116	WELLS FARGO	(ACCT# 0806)	005288 005289 005290 005291 005292	01/28/2025 01/28/2025 01/28/2025 01/28/2025 01/28/2025	575-5555-485.43-02 575-5555-485.43-04 575-5555-485.61-01 575-5555-485.72-17 575-5555-485.60-55
						1,220.42 37.63 100.24 272.77 111.81 1,742.87 *
23203	4225	WELLS FARGO	(ACCT# 5154)	005244 005245 005246 005247	01/28/2025 01/28/2025 01/28/2025 01/28/2025	101-1030-414.61-01 101-1030-414.61-04 101-1030-414.31-40 101-1030-414.56-00
						113.81 110.81 1,350.00 215.00 1,789.62 *
23204	4226	WELLS FARGO	(ACCT# 5741)	005263	01/28/2025	101-1035-416.55-00
						1,119.90 1,119.90 *
						18,310.42
						18,310.42



**CITY OF NEEDLES CITY COUNCIL**  
**WARRANT SUMMARY TOTALS FOR FEBRUARY 11, 2025**

		2/11/2025	FUND AMT.	11-Feb	24-25
FUND 101	GENERAL FUND	\$ -			
101.1015.412	CITY ATTORNEY	\$ -		\$ 35,129.03	\$ 90,000.00
101.1020.413	CITY MANAGER	\$ 123.86		\$ 118,174.48	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ -		\$ 406,807.73	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 3,824.00		\$ 157,920.99	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ 44.75		\$ 86,013.60	\$ 326,356.00
101.1040.417	ENGINEERING	\$ 44.75		\$ 172,487.46	\$ 412,863.00
101.1060.410	COMMUNITY PROMOTIONS	\$ -		\$ 31,648.19	\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ 18.41		\$ 52,561.18	\$ 180,551.00
101.2010.421	SHERIFF	\$ 2,243.82		\$ 2,280,929.48	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 332.46		\$ 168,702.52	\$ 283,098.00
101.2025.424	BULDING & SAFETY	\$ 44.75		\$ 155,402.19	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ 190.39		\$ 371,944.36	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ 5,772.66		\$ 347,646.51	\$ 744,745.00
101.4730.472	SANITATION	\$ 1,694.52		\$ 74,438.66	\$ 143,822.00
101.5770.452.	AQUATICS	\$ -		\$ 131,293.35	\$ 249,282.00
101.5772.452	PARKS	\$ 6,272.85		\$ 431,215.43	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ -		\$ 48,335.28	\$ 115,992.00
101.5774.452	RECREATION	\$ 268.82		\$ 215,216.29	\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 20,876.04		\$ 21,771,084.00
FUND 102	GEN. FUND CAPITAL PROJECT		\$ 73,793.00	\$ 1,486,056.40	\$ 3,611,336.00
FUND 205	CDBG		\$ -	\$ 24,231.10	\$ 107,900.00
FUND 206	CEMETERY		\$ 31.91	\$ 147,393.72	\$ 235,866.00
FUND 208	CALTRANS GRANTS		\$ -	\$ 945,771.68	\$ 1,020,588.00
FUND 210	SPECIAL GAS TAX		\$ -	\$ 80,710.00	\$ 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		\$ -	\$ 105,878.45	\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 31,607.00	\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ -
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 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.		\$ 56,284.00	\$ 56,284.00	\$ 56,285.00
FUND 501	NPUA		\$ -	\$ 1,351,254.88	\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ 340.25	\$ 929,455.98	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 26,959.38	\$ 688,846.97	\$ 1,329,341.00
FUND 505	SANITATION		\$ -	\$ 805,130.58	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ -	\$ 1,049,019.81	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ -		\$ 3,451.33	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 12,862.77		\$ 813,497.81	\$ 1,376,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ 5,403.88		\$ 204,162.68	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ 18,266.65		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 486.91	\$ 225,011.91	\$ 477,260.00
FUND 509	MIS		\$ 4,179.50	\$ 116,185.83	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 2,830.11	\$ 104,083.40	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ 1,384.14	\$ 139,300.72	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 126,198.32	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 46,248.84	\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 12,664.76	\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 244,909.60	\$ 477,395.00
FUND 575	HOUSING		\$ 1,076.76	\$ 516,659.37	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ 11,672.90	\$ 7,625,483.53	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ -	\$ 763,848.40	\$ 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		\$ -	\$ 9,015.20	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 218,181.55	\$ 24,892,428.92	\$ 64,594,671.05

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

Barbara Doherty, Finance Department

Date

Virginia Tasker, City Treasurer

Date



CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
23205	4227	00	AMAZON CAPITAL SERVICES	02/11/2025	145.64	.00
23206	3750	00	AUTO ZONE	02/11/2025	1,019.21	.00
23207	178	00	BIG O TIRES & NAPA AUTO PARTS	02/11/2025	659.07	.00
23208	3946	00	BLACK CLOVER ENTERPRISES, LLC	02/11/2025	893.82	.00
23209	3392	00	BUG EMERGENCY INC.	02/11/2025	85.00	.00
23210	1791	00	CLUB CAR, LLC.	02/11/2025	347.37	.00
23211	2875	00	DANIELL'S SEPTIC	02/11/2025	75.00	.00
23212	440	00	DECO FOODSERVICE INCORP.	02/11/2025	71.45	.00
23213	3580	00	DIAMOND PURE WATER	02/11/2025	54.00	.00
23214	3462	00	EUSI LLC	02/11/2025	26,177.24	.00
23215	3708	00	GAUDIN FORD	02/11/2025	678.92	.00
23216	2612	00	HARDWARE EXPRESS	02/11/2025	1,256.38	.00
23217	3949	00	JANET JERNIGAN	02/11/2025	126.00	.00
23218	85	00	LEAGUE OF CALIFORNIA CITIES	02/11/2025	3,693.00	.00
23219	125	00	MCCORMICK CONSTRUCTION CO.	02/11/2025	2,569.74	.00
23220	3638	00	MY ALARMTEK	02/11/2025	599.88	.00
23221	218	00	NEWS WEST PUBLISHING CO.	02/11/2025	118.78	.00
23222	1786	00	NPUA	02/11/2025	21,793.65	.00
23223	3863	00	OMEGA INDUSTRIAL SUPPLY, INC.	02/11/2025	300.92	.00
23224	3767	00	PATRICK MARTINEZ	02/11/2025	123.86	.00
23225	2861	00	REINKE A/C CORP.	02/11/2025	296.40	.00
23226	3796	00	ROUTE 66 BROADBAND LLC	02/11/2025	1,654.39	.00
23227	2687	00	S.B. COUNTY FIRE PROTECTION DIST	02/11/2025	1,694.52	.00
23228	4058	00	S-NET COMMUNICATIONS INC.	02/11/2025	1,721.50	.00
23229	752	00	SILLY CACTUS INC	02/11/2025	800.54	.00
23230	4121	00	SMART DOCUMENT SOLUTIONS	02/11/2025	243.72	.00
23231	481	00	STAPLES	02/11/2025	703.74	.00
23232	4232	00	SWANNIES GOLF APPAREL	02/11/2025	1,826.70	.00
23233	4008	00	THE PRINTER GUYS LLC	02/11/2025	179.00	.00
23234	3810	00	TIREHUB, LLC	02/11/2025	1,111.11	.00
23235	4098	00	TONY COSSI CONTRUCTION	02/11/2025	56,284.00	.00
23236	2819	00	TRI-STATE HOSE & FITTINGS	02/11/2025	116.62	.00
23237	2798	00	U.S. DEPARTMENT OF ENERGY	02/11/2025	7,118.47	.00
23238	3272	00	ULINE	02/11/2025	1,450.81	.00
23239	3830	00	UNIFIRST CORPORATION	02/11/2025	536.40	.00
23240	4197	00	VANCE CORPORATION	02/11/2025	73,793.00	.00
23241	1023	00	XEROX	02/11/2025	21.20	.00
23242	3780	00	ZIA ELECTRICAL PRODUCTS	02/11/2025	2,606.00	.00
23243	3828	00	3D-NETWORKS LLC	02/11/2025	5,234.50	.00
NUMBER OF CHECKS				39	GRAND TOTAL	
					218,181.55	



ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

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
23205	4227	AMAZON CAPITAL SERVICES	005316		02/11/2025	101-2030-423.61-01	145.64 145.64 *	145.64
23206	3750	AUTO ZONE	005162 005163 005164 005165 005166 005167 005168 005169 005170		02/11/2025 02/11/2025 02/11/2025 02/11/2025 02/11/2025 02/11/2025 02/11/2025 02/11/2025 02/11/2025	511-3021-432.43-27 511-3021-432.43-26 511-3021-432.43-26 511-3021-432.43-26 101-2010-421.43-03 511-3021-432.43-26 101-2010-421.43-03 511-3021-432.43-26 511-3021-432.43-26	84.02 15.49 660.50 15.49 144.22 18.12 54.93 22.93 3.51 1,019.21 *	
23207	178	BIG O TIRES & NAPA AUTO P	005171 005172 005173 005174 005175 005176 005177		02/11/2025 02/11/2025 02/11/2025 02/11/2025 02/11/2025 02/11/2025 02/11/2025	507-5761-453.43-04 101-2010-421.43-03 511-3021-432.43-27 511-3021-432.43-26 511-3021-432.43-26 101-2010-421.43-03 101-2010-421.43-03 101-2010-421.43-03	14.52 9.64 9.57 190.17 190.17 60.00 125.00 60.00 659.07 *	
23208	3946	BLACK CLOVER ENTERPRISES,			02/11/2025	507-5762-454.44-10	893.82 893.82 *	893.82
23209	3392	BUG EMERGENCY INC.	005319		02/11/2025	575-5555-485.31-90	85.00 85.00 *	85.00
23210	1791	CLUB CAR, LLC.			02/11/2025	507-5762-454.43-04	347.37 347.37 *	347.37
23211	2875	DANIELL'S SEPTIC	005178		02/11/2025	507-5762-454.43-08	75.00 75.00 *	75.00
23212	440	DECO FOODSERVICE INCORP.			02/11/2025	507-5762-454.61-06	71.45 71.45 *	71.45
23213	3580	DIAMOND PURE WATER	005179 005180		02/11/2025 02/11/2025 02/11/2025	510-4410-405.61-01 503-4720-475.43-02 511-3020-432.43-29	36.00 12.00 6.00 54.00 *	54.00
23214	3462	EUSI LLC	PI0159	025004	02/11/2025	503-4720-475.31-98	26,177.24 26,177.24 *	26,177.24
23215	3708	GAUDIN FORD	005181		02/11/2025	101-2010-421.43-03	678.92 678.92 *	678.92



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
23216	2612	HARDWARE EXPRESS	005198		02/11/2025	510-4410-405.43-01	171.82	
			005199		02/11/2025	206-5771-452.61-12	3.23	
			005200		02/11/2025	101-5772-452.61-12	21.07	
			005201		02/11/2025	101-5772-452.61-12	4.77	
			005202		02/11/2025	101-5772-452.43-18	4.70	
			005203		02/11/2025	101-5772-452.61-12	32.72	
			005204		02/11/2025	206-5771-452.61-12	19.60	
			005205		02/11/2025	101-3010-431.61-33	20.47	
			005206		02/11/2025	101-3010-431.60-12	10.61	
			005207		02/11/2025	101-3010-431.60-12	13.70	
			005208		02/11/2025	101-3010-431.60-12	9.71	
			005209		02/11/2025	511-3021-432.43-26	5.41	
			005210		02/11/2025	511-3021-432.43-26	7.16	
			005211		02/11/2025	511-3021-432.43-26	67.54	
			005212		02/11/2025	511-3021-432.43-26	30.70	
			005213		02/11/2025	101-3010-431.61-33	142.25	
			005214		02/11/2025	101-3010-431.60-12	63.93	
			005215		02/11/2025	101-5772-452.61-12	47.04	
			005216		02/11/2025	580-4750-473.60-55	280.56	
			005249		02/11/2025	508-4810-478.61-32	53.89	
			005250		02/11/2025	510-4410-405.43-01	13.30	
			005298		02/11/2025	510-4410-405.43-01	33.78	
			005317		02/11/2025	101-1070-410.43-01	18.41	
			005318		02/11/2025	503-4720-475.43-04	74.72	
			005326		02/11/2025	502-4710-471.60-55	48.00	
			005327		02/11/2025	206-5771-452.61-12	9.08	
			005328		02/11/2025	101-5774-452.43-18	14.22	
			005329		02/11/2025	101-3010-431.43-02	3.68	
			005343		02/11/2025	101-3010-431.43-02	22.85	
					02/11/2025	101-2020-423.43-29	7.46	
							1,256.38	1,256.38
23217	3949	JANET JERNIGAN	005315		02/11/2025	101-1030-414.55-00	126.00	
							126.00	126.00
23218	85	LEAGUE OF CALIFORNIA CITI			02/11/2025	101-1030-414.56-01	3,693.00	
							3,693.00	3,693.00
23219	125	MCCORMICK CONSTRUCTION CO	005335		02/11/2025	101-3010-431.60-11	2,569.74	
							2,569.74	2,569.74
23220	3638	MY ALARMTEK	005299		02/11/2025	101-3010-431.43-40	149.97	
			005300		02/11/2025	503-4720-475.43-40	149.97	
			005301		02/11/2025	507-5761-453.43-40	149.97	
			005302		02/11/2025	510-4410-405.43-40	599.88	
							599.88	599.88
23221	218	NEWS WEST PUBLISHING CO.	005325		02/11/2025	575-5555-485.53-00	118.78	
							118.78	118.78



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
23222	1786	NPUA			02/11/2025	580-4750-473.41-11	36.22	
					02/11/2025	580-4750-473.41-11	42.24	
					02/11/2025	502-4710-471.41-10	207.98	
					02/11/2025	503-4720-475.41-10	55.31	
					02/11/2025	503-4720-475.41-20	48.86	
					02/11/2025	580-4750-473.41-11	74.00	
					02/11/2025	580-4750-473.41-11	38.79	
					02/11/2025	101-5772-452.41-20	412.66	
			005217		02/11/2025	101-5772-452.41-10	57.97	
			005218		02/11/2025	101-5772-452.41-10	41.45	
			005219		02/11/2025	101-5772-452.41-10	595.48	
			005220		02/11/2025	101-5772-452.41-20	59.23	
			005221		02/11/2025	101-5772-452.41-10	228.80	
			005222		02/11/2025	101-5772-452.41-20	49.79	
			005223		02/11/2025	101-5772-452.41-10	235.89	
			005224		02/11/2025	101-5772-452.41-20	2,048.53	
			005225		02/11/2025	101-5772-452.41-10	324.49	
			005226		02/11/2025	101-5772-452.41-10	59.95	
			005227		02/11/2025	101-5772-452.41-10	389.94	
			005228		02/11/2025	101-5772-452.41-20	891.21	
			005229		02/11/2025	101-5772-452.41-20	355.64	
			005230		02/11/2025	101-3010-431.41-10	60.25	
			005231		02/11/2025	101-3010-431.41-20	436.00	
			005232		02/11/2025	101-3010-431.41-30	431.62	
			005233		02/11/2025	507-5762-454.41-10	12,333.48	
			005234		02/11/2025	507-5761-453.41-20	170.48	
			005235		02/11/2025	507-5761-453.41-20	57.03	
			005236		02/11/2025	507-5761-453.41-20	49.84	
			005237		02/11/2025	507-5761-453.41-20	87.45	
			005238		02/11/2025	507-5761-453.41-20	61.25	
			005239		02/11/2025	580-4750-473.41-11	79.93	
			005240		02/11/2025	580-4750-473.41-11	1,258.22	
			005241		02/11/2025	507-5762-454.41-10	211.85	
			005242		02/11/2025	507-5762-454.41-20	261.60	
			005243		02/11/2025	507-5762-454.41-30	40.22	
			005305		02/11/2025	502-4710-471.41-10	21,793.65	
23223	3863	OMEGA INDUSTRIAL SUPPLY,	005182		02/11/2025	503-4720-475.43-02	300.92	
							300.92	300.92
23224	3767	PATRICK MARTINEZ			02/11/2025	101-1020-413.55-00	123.86	
							123.86	123.86
23225	2861	REINKE A/C CORP.	005303		02/11/2025	575-5555-485.43-02	296.40	
							296.40	296.40
23226	3796	ROUTE 66 BROADBAND LLC	005183		02/11/2025	575-5555-485.52-10	316.26	
			005184		02/11/2025	101-2020-423.52-10	160.00	
			005185		02/11/2025	509-4910-479.52-12	320.00	
					02/11/2025	580-4750-473.52-10	200.00	



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
23226	3796	ROUTE 66 BROADBAND LLC	005186		02/11/2025	503-4720-475.52-10	85.00	
			005255		02/11/2025	101-5774-452.52-10	165.00	
			005320		02/11/2025	101-1030-414.52-10	5.00	
			005330		02/11/2025	101-5772-452.52-10	223.13	
			005331		02/11/2025	101-3010-431.52-10	180.00	
							1,654.39	1,654.39
23227	2687	S.B. COUNTY FIRE PROTECTI	005189		02/11/2025	101-4730-472.49-16	1,694.52	
							1,694.52	1,694.52
23228	4058	S-NET COMMUNICATIONS INC.			02/11/2025	510-4410-405.52-10	1,721.50	
							1,721.50	1,721.50
23229	752	SILLY CACTUS INC	005187		02/11/2025	580-4750-473.61-04	477.74	
			005188		02/11/2025	580-4750-473.61-04	322.80	
							800.54	800.54
23230	4121	SMART DOCUMENT SOLUTION	005304		02/11/2025	575-5555-485.61-02	243.72	
							243.72	243.72
23231	481	STAPLES	005338		02/11/2025	510-4410-405.61-01	161.61	
			005339		02/11/2025	510-4410-405.61-01	65.07	
			005340		02/11/2025	510-4410-405.61-01	209.52	
			005341		02/11/2025	510-4410-405.61-01	162.89	
			005342		02/11/2025	510-4410-405.61-01	104.65	
							703.74	703.74
23232	4232	SWANNIES GOLF APPAREL	005190		02/11/2025	507-5762-454.44-10	1,826.70	
							1,826.70	1,826.70
23233	4008	THE PRINTER GUYS LLC	005309		02/11/2025	101-1040-417.61-02	44.75	
			005310		02/11/2025	101-1035-416.61-02	44.75	
			005311		02/11/2025	101-2025-424.61-02	44.75	
			005312		02/11/2025	101-2030-423.61-02	44.75	
							179.00	179.00
23234	3810	TIREHUB, LLC	005193		02/11/2025	101-2010-421.43-03	1,111.11	
							1,111.11	1,111.11
23235	4098	TONY COSSI CONSTRUCTION	PI0161	025043	02/11/2025	470-4620-471.69-27	20,000.00	
			PI0162	025044	02/11/2025	470-4620-471.69-27	9,009.00	
			PI0163	025045	02/11/2025	470-4620-471.69-27	7,275.00	
			PI0164	025050	02/11/2025	470-4620-471.69-27	20,000.00	
							56,284.00	56,284.00
23236	2819	TRI-STATE HOSE & FITTINGS	005192		02/11/2025	511-3021-432.43-26	57.36	
			005321		02/11/2025	502-4710-471.60-55	1.90	
			005334		02/11/2025	101-5774-452.60-55	57.36	
							116.62	116.62



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
23237	2798	U.S. DEPARTMENT OF ENERGY	005194		02/11/2025	580-4750-473.63-10	5,833.88	
					02/11/2025	580-4750-473.63-10	1,284.59	
							7,118.47	7,118.47
23238	3272	ULINE	005323		02/11/2025	101-3010-431.61-01	519.74	
			005324		02/11/2025	101-5772-452.61-01	519.73	
			005332		02/11/2025	508-4810-478.61-32	411.34	
							1,450.81	1,450.81
23239	3830	UNIFIRST CORPORATION			02/11/2025	580-4750-473.61-04	184.90	
					02/11/2025	503-4720-475.61-04	27.68	
					02/11/2025	508-4810-478.61-04	10.84	
			005195		02/11/2025	507-5762-454.43-08	26.25	
			005196		02/11/2025	101-3010-431.61-04	154.12	
			005197		02/11/2025	101-5772-452.61-04	24.30	
			005252		02/11/2025	101-5774-452.61-06	11.04	
			005306		02/11/2025	575-5555-485.61-04	16.60	
			005333		02/11/2025	502-4710-471.61-04	42.15	
			005336		02/11/2025	508-4810-478.61-04	10.84	
			005337		02/11/2025	503-4720-475.61-04	27.68	
							536.40	536.40
23240	4197	VANCE CORPORATION	PI0160	025015	02/11/2025	102-3010-431.71-22	73,793.00	
							73,793.00	73,793.00
23241	1023	XEROX	005248		02/11/2025	101-5774-452.74-20	21.20	
							21.20	21.20
23242	3780	ZIA ELECTRICAL PRODUCTS	005322		02/11/2025	580-4750-473.60-55	2,606.00	
							2,606.00	2,606.00
23243	3828	3D-NETWORKS LLC	005191		02/11/2025	101-2020-423.61-02	165.00	
			005307		02/11/2025	101-3010-431.31-90	1,060.00	
			005308		02/11/2025	580-4750-473.31-90	150.00	
			005313		02/11/2025	509-4910-479.31-53	625.00	
			005314		02/11/2025	509-4910-479.31-90	3,234.50	
							5,234.50	5,234.50
BANK/CHECK TOTAL							218,181.55	218,181.55
ALL BANKS/CHECKS TOTAL							218,181.55	218,181.55



**CITY OF NEEDLES CITY COUNCIL  
WARRANT SUMMARY TOTALS FOR JANUARY 24, 2025**

		1/24/2025	FUND AMT.	24-Jan	24-25
FUND 101	GENERAL FUND	\$ 5,328.26			
101.1015.412	CITY ATTORNEY	\$ -		\$ 35,129.03	\$ 90,000.00
101.1020.413	CITY MANAGER	\$ 20.00		\$ 114,960.87	\$ 230,155.00
101.1025.415	FINANCE DEPT.	\$ 500.00		\$ 402,415.73	\$ 12,215,772.00
101.1030.414	CITY CLERK/COUNCIL/MAYOR	\$ 2,300.70		\$ 148,824.37	\$ 357,148.00
101.1035.416	PLANNING /ZONING	\$ 418.34		\$ 81,502.95	\$ 326,356.00
101.1040.417	ENGINEERING	\$ 50.00		\$ 168,893.71	\$ 412,663.00
101.1060.410	COMMUNITY PROMOTIONS	\$ 2,000.00		\$ 31,648.19	\$ 103,690.00
101.1070.410	SENIOR CENTER	\$ -		\$ 51,914.77	\$ 180,551.00
101.2010.421	SHERIFF	\$ 58,678.49		\$ 2,278,685.66	\$ 3,862,539.00
101.2020.423	ANIMAL SHELTER/CONTROL	\$ 50.00		\$ 167,020.47	\$ 283,098.00
101.2025.424	BUILDING & SAFETY	\$ 50.00		\$ 154,764.44	\$ 407,500.00
101.2030.423	CODE ENFORCEMENT	\$ 50.00		\$ 370,367.97	\$ 806,258.00
101.3010.431	PUBLIC WORKS	\$ 129.59		\$ 337,133.31	\$ 744,745.00
101.4730.472	SANITATION	\$ -		\$ 67,301.14	\$ 143,822.00
101.5770.452	AQUATICS	\$ 4,784.94		\$ 129,878.35	\$ 249,282.00
101.5772.452	PARKS	\$ 1,959.92		\$ 418,552.85	\$ 819,419.00
101.5773.452	JACK SMITH PARK MARINA	\$ 45.16		\$ 48,218.28	\$ 115,992.00
101.5774.452	RECREATION	\$ 2,015.11		\$ 211,893.57	\$ 422,094.00
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		\$ 78,380.51		\$ 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		\$ 125.00	\$ 146,578.81	\$ 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		\$ 21,402.08	\$ 105,878.45	\$ 299,354.00
FUND 227	HAZARD MITIGATION		\$ -	\$ 31,607.00	\$ 100,000.00
FUND 233	JACK SMITH PARK MARINA		\$ -	\$ -	\$ -
FUND 238	STATE RECREATION GRANTS		\$ -	\$ 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		\$ 874.15	\$ 1,351,254.88	\$ 2,668,939.00
FUND 502	WATER DEPARTMENT		\$ 23,215.86	\$ 903,889.06	\$ 2,222,678.00
FUND 503	WASTEWATER DEPARTMENT		\$ 45,519.19	\$ 646,339.10	\$ 1,329,341.00
FUND 505	SANITATION		\$ 3,775.09	\$ 785,177.70	\$ 1,563,015.00
FUND 506	ALL AMERICAN CANAL PROJ.		\$ 100.00	\$ 1,048,172.81	\$ 1,041,800.00
FUND 507	GOLF FUND	\$ 5,422.08		\$ -	
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	\$ 6,814.91		\$ 799,920.35	\$ 1,376,182.00
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	\$ -		\$ 197,867.80	\$ 426,928.00
FUND 507	GOLF FUND TOTAL		\$ 12,236.99		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		\$ 123.13	\$ 223,849.00	\$ 477,260.00
FUND 509	MIS		\$ 3,526.00	\$ 112,006.33	\$ 273,100.00
FUND 510	ADMIN. FACILITY		\$ 1,945.94	\$ 99,141.65	\$ 254,550.00
FUND 511	FLEET MANAGEMENT		\$ 38.95	\$ 137,279.58	\$ 291,071.00
FUND 512	VEHICLE REPLACEMENT		\$ -	\$ 126,198.32	\$ 287,320.05
FUND 520	SR DIAL A RIDE		\$ -	\$ 45,508.84	\$ 450,779.00
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		\$ -	\$ 12,318.76	\$ 50,948.00
FUND 525	NEEDLES AREA TRANSIT (NAT)		\$ -	\$ 243,881.60	\$ 477,395.00
FUND 575	HOUSING		\$ 2,354.29	\$ 511,400.68	\$ 1,311,630.00
FUND 580	ELECTRIC		\$ 60,008.48	\$ 7,578,909.72	\$ 12,502,385.00
FUND 581	NPUA CAPITAL ELECTRIC		\$ -	\$ -	\$ 46,073.00
FUND 582	NPUA CAPITAL WATER		\$ 50,270.95	\$ 763,848.40	\$ 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		\$ -	\$ 9,015.20	\$ 45,912.00
TOTAL	ALL FUNDS & DEPARTMENTS		\$ 303,896.61	\$ 24,504,137.80	\$ 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

Finance Department

Date

Virginia Tasker, City Treasurer

Date



PROGRAM: GM348U  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
23117	2345	00	A-B COMMUNICATIONS	01/24/2025	256.58	.00
23118	3688	00	ALBERT PONCE	01/24/2025	50.00	.00
23119	4227	00	AMAZON CAPITAL SERVICES	01/24/2025	280.14	.00
23120	4084	00	ANTHONY GIERSCHE	01/24/2025	50.00	.00
23121	3897	00	BENEBLOC, LLC	01/24/2025	299.22	.00
23122	3808	00	HATZ, BERNARD	01/24/2025	50.00	.00
23123	3870	00	BRYAN HICKSTEIN	01/24/2025	50.00	.00
23124	3392	00	BUG EMERGENCY INC.	01/24/2025	1,452.00	.00
23125	4231	00	CAININ PERRITT	01/24/2025	748.72	.00
23126	3275	00	CALIFORNIA STATE DISB.UNIT	01/24/2025	255.23	.00
23127	4021	00	CANDACE CLARK	01/24/2025	101.26	.00
23128	4125	00	CASE BRUFFETT	01/24/2025	50.00	.00
23129	2403	00	CDW GOVERNMENT INC.	01/24/2025	176.00	.00
23130	3136	00	CITY OF NEEDLES	01/24/2025	77,785.49	.00
23131	4138	00	CLUB CADDIE	01/24/2025	449.00	.00
23132	4217	00	COLIN TSOSIE	01/24/2025	50.00	.00
23133	2320	00	COUNTY OF SAN BERNARDINO	01/24/2025	3,775.09	.00
23134	3716	00	COUNTY OF SAN BERNARDINO	01/24/2025	1,317.00	.00
23135	501	00	DOI-BOR-REGION: LOWER COLORADO	01/24/2025	100.00	.00
23136	4088	00	DYLAN HETRICK	01/24/2025	50.00	.00
23137	3462	00	EUSI LLC	01/24/2025	26,177.24	.00
23138	615	00	FEDEX	01/24/2025	37.14	.00
23139	227	00	FRANCHISE TAX BOARD	01/24/2025	25.00	.00
23140	4203	00	GLASS DOCTOR	01/24/2025	1,290.68	.00
23141	324	00	GRAINGER	01/24/2025	394.04	.00
23142	1305	00	GREAT WEST LIFE & ANNUITY	01/24/2025	6,476.00	.00
23143	3634	00	GREAT WEST LIFE & ANNUITY	01/24/2025	1,112.46	.00
23144	2612	00	HARDWARE EXPRESS	01/24/2025	948.74	.00
23145	2612	00	HARDWARE EXPRESS	01/24/2025	464.29	.00
23146	1	00	HENDERSHOT, BRIAN GLENN	01/24/2025	118.14	.00
23147	3949	00	JANET JERNIGAN	01/24/2025	309.50	.00
23148	2879	00	JENNIFER VALENZUELA	01/24/2025	446.30	.00
23149	638	00	JESSE FRAGOSO	01/24/2025	50.00	.00
23150	325	00	JIM WILLIS	01/24/2025	50.00	.00
23151	2222	00	JUSTIN SCOTT	01/24/2025	50.00	.00
23152	4070	00	KATHY RAASCH	01/24/2025	431.20	.00
23153	3512	00	KIMBERLY KRASINSKI	01/24/2025	50.00	.00
23154	85	00	LEAGUE OF CALIFORNIA CITIES	01/24/2025	600.00	.00
23155	4140	00	LORENCE DELEON	01/24/2025	50.00	.00
23156	1	00	MC DONALD, TONI	01/24/2025	256.01	.00
23157	3889	00	MICHAEL WILLIS	01/24/2025	50.00	.00
23158	194	00	NEEDLES CHAMBER OF COMMERCE	01/24/2025	2,000.00	.00
23159	1786	00	NPWA	01/24/2025	17,203.54	.00
23160	3767	00	PATRICK MARTINEZ	01/24/2025	50.00	.00
23161	239	00	PHILLIPS EXCAVATING INC.	01/24/2025	50,270.95	.00
23162	1578	00	PURCHASE POWER	01/24/2025	118.54	.00
23163	3654	00	RAINIE TORRANCE	01/24/2025	50.00	.00
23164	3953	00	RONNY SOMMERS	01/24/2025	50.00	.00
23165	3796	00	ROUTE 66 BROADBAND LLC	01/24/2025	110.00	.00
23166	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	01/24/2025	80,080.57	.00
23167	1199	00	SBPEA TEAMSTERS LOCAL 1932	01/24/2025	1,248.09	.00



PROGRAM: GM348U  
CITY OF NEEDLES  
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
23168	1199	00	SBPEA TEAMSTERS LOCAL 1932	01/24/2025	258.11	.00
23169	4001	00	SIMPLOT TURF & HORTICULTURE	01/24/2025	874.93	.00
23170	3929	00	STAR NURSERY, INC	01/24/2025	365.59	.00
23171	3851	00	SY FOLEY	01/24/2025	50.00	.00
23172	3622	00	TAYLOR MILLER	01/24/2025	50.00	.00
23173	2744	00	THOMAS DELEON	01/24/2025	50.00	.00
23174	1	00	THREE PEAKS CORP	01/24/2025	500.00	.00
23175	2817	00	TONY RUBALCABA	01/24/2025	50.00	.00
23176	3917	00	TOUCHSTONE GOLF LLC	01/24/2025	10,577.46	.00
23177	772	00	TRI-STATE ACE HARDWARE	01/24/2025	184.07	.00
23178	3272	00	ULINE	01/24/2025	1,289.94	.00
23179	3825	00	ULTRA PEST CONTROL, LLC	01/24/2025	45.00	.00
23180	3830	00	UNIFIRST CORPORATION	01/24/2025	363.73	.00
23181	3695	00	VINCE GARZA	01/24/2025	50.00	.00
23182	1917	00	VIRGINIA TASKER	01/24/2025	500.00	.00
23183	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	01/24/2025	395.72	.00
23184	4187	00	WILLIAM GUZMAN JR.	01/24/2025	50.00	.00
23185	3780	00	ZIA ELECTRICAL PRODUCTS	01/24/2025	6,852.90	.00
23186	3828	00	3D-NETWORKS LLC	01/24/2025	3,475.00	.00
NUMBER OF CHECKS				70	303,896.61	
				GRAND TOTAL		







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
23140*	4203	GLASS DOCTOR	005131 005130		01/24/2025 01/24/2025	510-4410-405.43-01 510-4410-405.43-01	586.67- 704.01- 1,290.68- *	VOIDED
23167*	1199	SBPEA TEAMSTERS LOCAL 193	005123 005124 005125 005126 005127 005128 005129 005103		01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01 575-0000-209.03-01 575-0000-209.03-01	590.98- 152.20- 35.96- 73.13- 38.95- 263.70- 53.01- 40.16- 1,248.09- *	VOIDED
23168*	1199	SBPEA TEAMSTERS LOCAL 193	005101 005102 005104		01/24/2025 01/24/2025 01/24/2025	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	136.03- 54.08- 68.00- 258.11- *	VOIDED
23187	4203	GLASS DOCTOR	005131		01/24/2025	510-4410-405.43-01	586.67 586.67 *	586.67
23188	4203	GLASS DOCTOR	005130		01/24/2025	510-4410-405.43-01	704.01 704.01 *	704.01
23189	1199	SBPEA TEAMSTERS LOCAL 193	005123 005124 005125 005126 005127 005128 005129		01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025	101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01 575-0000-209.03-01	590.98 152.20 35.96 73.13 38.95 263.70 53.01 1,207.93 *	1,207.93
23190	1199	SBPEA TEAMSTERS LOCAL 193	005103 005101 005102 005104		01/24/2025 01/24/2025 01/24/2025 01/24/2025	575-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	40.16 136.03 54.08 68.00 298.27 298.27 *	298.27

BANK/CHECK TOTAL

.00

2,796.88

ALL BANKS/CHECKS TOTAL

2,796.88



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
23117	2345	A-B COMMUNICATIONS	005097		01/24/2025	510-4410-405.30-25	256.58 256.58 *	256.58
23118	3688	ALBERT PONCE	003593		01/24/2025	502-4710-471.52-10	50.00 50.00 *	50.00
23119	4227	AMAZON CAPITAL SERVICES	004997		01/24/2025	510-4410-405.61-01	280.14 280.14 *	280.14
23120	4084	ANTHONY GEIRSCH	003611 003612		01/24/2025 01/24/2025	580-4750-473.52-10 502-4710-471.52-10	25.00 25.00 50.00 *	50.00
23121	3897	BENEBLOC LLC	005118 005119 005120		01/24/2025 01/24/2025 01/24/2025	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	213.78 71.44 14.00 299.22 *	299.22
23122	3808	BERNARD J. HATZ	003613		01/24/2025	101-2030-423.52-10	50.00 50.00 *	50.00
23123	3870	BRYAN HICKSTEIN	003590		01/24/2025	502-4710-471.52-10	50.00 50.00 *	50.00
23124	3392	BUG EMERGENCY INC.	004998 005043		01/24/2025 01/24/2025	503-4720-475.43-02 575-5555-485.72-17	52.00 1,400.00 1,452.00 *	1,452.00
23125	4231	CAININ PERRITT	004996		01/24/2025	101-5772-452.55-00	748.72 748.72 *	748.72
23126	3275	CALIFORNIA STATE DISB.UNI	005121		01/24/2025	575-0000-209.03-01	255.23 255.23 *	255.23
23127	4021	CANDACE CLARK	004999		01/24/2025	101-1030-414.60-01	101.26 101.26 *	101.26
23128	4126	CASE BRUFFETT	003594		01/24/2025	575-5555-485.52-10	50.00 50.00 *	50.00
23129	2403	CDW GOVERNMENT	005042		01/24/2025	509-4910-479.61-02	176.00 176.00 *	176.00
23130	3136	CITY OF NEEDLES	005093 005094 005095		01/24/2025 01/24/2025 01/24/2025	503-4720-475.80-43 502-4710-471.80-43 580-4750-473.80-43	8,393.75 13,335.91 56,055.83 77,785.49 *	77,785.49
23131	4138	CLUB CADDIE	005000		01/24/2025	507-5762-454.61-09	449.00 449.00 *	449.00



CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23132	4217	COLIN TSOSIE	004356		01/24/2025	502-4710-471.52-10	50.00 50.00 *	50.00
23133	2320	COUNTY OF SAN BERNARDINO	005091		01/24/2025	505-4730-472.74-40	3,775.09 3,775.09 *	3,775.09
23134	3716	COUNTY OF SAN BERNARDINO	005062		01/24/2025	101-5770-452.57-01	1,317.00 1,317.00 *	1,317.00
23135	501	DOI-BOR-REGION: LOWER COL	005022		01/24/2025	506-4713-477.31-13	100.00 100.00 *	100.00
23136	4088	DYLAN HETRICK	003614		01/24/2025	580-4750-473.52-10	50.00 50.00 *	50.00
23137	3462	EUSI LLC	PI0157	025004	01/24/2025	503-4720-475.31-98	26,177.24 26,177.24 *	26,177.24
23138	615	FEDEX	005055		01/24/2025	101-1035-416.59-10	37.14 37.14 *	37.14
23139	227	FRANCHISE TAX BOARD	005122		01/24/2025	575-0000-209.03-01	25.00 25.00 *	25.00
23140	4203	GLASS DOCTOR	005130 005131		01/24/2025 01/24/2025	510-4410-405.43-01 510-4410-405.43-01	704.01 586.67 1,290.68 *	1,290.68
23141	324	GRAINGER	005001		01/24/2025	580-4750-473.60-55	394.04 394.04 *	394.04
23142	1305	GREAT WEST LIFE & ANNUITY	005115 005116 005117		01/24/2025 01/24/2025 01/24/2025	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	3,792.00 435.00 2,249.00 6,476.00 *	6,476.00
23143	3634	GREAT-WEST LIFE & ANNUITY	005105 005106 005107 005108 005109 005110 005111 005112 005113 005114		01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025	101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01 580-0000-209.03-01	161.88 44.27 213.04 161.01 15.27 94.89 59.39 174.52 60.36 127.83 1,112.46 *	1,112.46
23144	2612	HARDWARE EXPRESS	005002 005003		01/24/2025 01/24/2025	580-4750-473.60-55 101-5772-452.60-40	23.54 77.30	77.30







CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23153	3512	KIMBERLY KRASINSKI					50.00 *	50.00
23154	85	LEAGUE OF CALIFORNIA CITI	005054		01/24/2025	101-1030-414.56-01	600.00 600.00 *	600.00
23155	4140	LORENCE DELEON	003615		01/24/2025	575-5555-485.52-10	50.00 50.00 *	50.00
23156	1	MC DONALD, TONI	UT		01/24/2025	501-0000-211.00-00	256.01 256.01 *	256.01
23157	3889	MICHAEL WILLIS	003601		01/24/2025	580-4750-473.52-10	50.00 50.00 *	50.00
23158	194	NEEDLES CHAMBER OF COMMER	005092		01/24/2025	101-1060-410.54-06	2,000.00 2,000.00 *	2,000.00
23159	1786	NPVA						
			005006		01/24/2025	503-4720-475.41-10	36.22	
			005007		01/24/2025	503-4720-475.41-20	226.47	
			005008		01/24/2025	503-4720-475.41-10	415.45	
			005009		01/24/2025	503-4720-475.41-20	49.17	
			005010		01/24/2025	503-4720-475.41-10	9,134.36	
			005011		01/24/2025	503-4720-475.41-20	350.65	
			005012		01/24/2025	503-4720-475.41-10	54.46	
			005013		01/24/2025	503-4720-475.41-20	62.09	
			005014		01/24/2025	503-4720-475.41-10	37.31	
			005015		01/24/2025	580-4750-473.41-11	34.59	
			005016		01/24/2025	507-5762-454.41-10	125.28	
			005017		01/24/2025	502-4710-471.41-10	66.25	
			005018		01/24/2025	502-4710-471.41-10	151.26	
			005019		01/24/2025	502-4710-471.41-10	1,544.11	
			005073		01/24/2025	101-5770-452.41-10	2,645.05	
			005074		01/24/2025	101-5770-452.41-20	625.69	
			005075		01/24/2025	101-5770-452.41-30	87.20	
			005076		01/24/2025	101-5774-452.41-10	707.00	
			005077		01/24/2025	101-5774-452.41-20	248.75	
			005078		01/24/2025	101-5774-452.41-30	174.40	
			005079		01/24/2025	101-5774-452.41-10	103.48	
			005080		01/24/2025	101-5774-452.41-20	279.14	
			005081		01/24/2025	101-5773-452.41-10	45.16	
							17,203.54 *	17,203.54
23160	3767	PATRICK MARTINEZ						
			003602		01/24/2025	580-4750-473.52-10	16.50	
			003603		01/24/2025	101-1020-413.52-10	20.00	
			003604		01/24/2025	502-4710-471.52-10	9.50	
			003605		01/24/2025	503-4720-475.52-10	4.00 50.00 *	50.00
23161	239	PHILLIPS EXCAVATING INC.	PI0158	025012	01/24/2025	582-4710-471.72-17	50,270.95 50,270.95 *	50,270.95



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
23162	1578	PURCHASE POWER	005056		01/24/2025	510-4410-405.52-20	118.54 118.54 *	118.54
23163	3654	RAINIE TORRANCE	003606 003607 003608		01/24/2025 01/24/2025 01/24/2025	502-4710-471.52-10 503-4720-475.52-10 580-4750-473.52-10	16.67 16.66 16.67 50.00 *	50.00
23164	3953	RONNY SOMMERS	003596		01/24/2025	502-4710-471.52-10	50.00 50.00 *	50.00
23165	3796	ROUTE 66 BROADBAND LLC	005072		01/24/2025	101-5770-452.52-10	110.00 110.00 *	110.00
23166	3361	S.B.COUNTY SHERIFF'S DEPT	005084 005085 005086 005087 005088 005089		01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025	101-2010-421.43-03 101-2010-421.60-29 101-2010-421.62-00 225-2010-421.31-81 225-2010-421.60-29 101-2010-421.31-81	2,404.38 1,745.38 9,398.00 20,589.27 812.81 45,130.73 80,080.57 *	80,080.57
23167	1199	SBPEA TEAMSTERS LOCAL 193	005103 005123 005124 005125 005126 005127 005128 005129		01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025	575-0000-209.03-01 101-0000-209.03-01 502-0000-209.03-01 503-0000-209.03-01 508-0000-209.03-01 511-0000-209.03-01 580-0000-209.03-01 575-0000-209.03-01	40.16 590.98 152.20 35.96 73.13 38.95 263.70 53.01 1,248.09 *	1,248.09
23168	1199	SBPEA TEAMSTERS LOCAL 193	005101 005102 005104		01/24/2025 01/24/2025 01/24/2025	101-0000-209.03-01 502-0000-209.03-01 580-0000-209.03-01	136.03 54.08 68.00 258.11 *	258.11
23169	4001	SIMPLOT TURF & HORTICULTU	005021		01/24/2025	507-5761-453.61-08	874.93 874.93 *	874.93
23170	3929	STAR NURSERY, INC	005035		01/24/2025	101-5772-452.61-12	365.59 365.59 *	365.59
23171	3851	SY FOLEY	003587		01/24/2025	503-4720-475.52-10	50.00 50.00 *	50.00
23172	3622	TAYLOR MILLER	003591		01/24/2025	502-4710-471.52-10	50.00 50.00 *	50.00
23173	2744	THOMAS DELEON	003586		01/24/2025	580-4750-473.52-10	50.00	50.00



CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
23173	2744	THOMAS DELEON					50.00 *	50.00
23174	1	THREE PEAKS CORP	UT		01/24/2025	501-0000-211.00-00	500.00 500.00 *	500.00
23175	2817	TONY RUBALCABA	003600		01/24/2025	101-2020-423.52-10	50.00 50.00 *	50.00
23176	3917	TOUCHSTONE GOLF LLC	005023 005024 005025 005026 PI0155		01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025	507-5761-453.31-90 507-5762-454.31-90 507-5761-453.31-90 507-5762-454.31-90 507-5762-454.31-89	809.96 436.14 3,737.19 2,594.17 3,000.00 10,577.46 *	10,577.46
23177	772	TRI-STATE ACE HARDWARE	005036		01/24/2025	507-5762-454.43-08	184.07 184.07 *	184.07
23178	3272	ULINE	005053		01/24/2025	101-1030-414.60-01	1,289.94 1,289.94 *	1,289.94
23179	3825	ULTRA PEST CONTROL, LLC	005063		01/24/2025	101-5774-452.43-18	45.00 45.00 *	45.00
23180	3830	UNIFIRST CORPORATION	005037 005038 005039 005041 005082 005090 005100		01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025 01/24/2025	503-4720-475.61-04 580-4750-473.61-04 507-5762-454.43-08 502-4710-471.61-04 101-5774-452.61-06 575-5555-485.61-04 502-4710-471.61-04	27.68 184.90 26.25 52.11 11.04 16.60 45.15 363.73 *	363.73
23181	3695	VINCE GARZA	003589		01/24/2025	580-4750-473.52-10	50.00 50.00 *	50.00
23182	1917	VIRGINIA TASKER	005096		01/24/2025	101-1025-415.31-90	500.00 500.00 *	500.00
23183	3528	WESTERN ENVIRONMENTAL TES	005040		01/24/2025	503-4720-475.59-75	395.72 395.72 *	395.72
23184	4187	WILLIAM GUZMAN JR.	007760		01/24/2025	101-2025-424.52-10	50.00 50.00 *	50.00
23185	3780	ZIA ELECTRICAL PRODUCTS	PI0156	025077	01/24/2025	502-4710-471.60-55	6,852.90 6,852.90 *	6,852.90
23186	3828	3D-NETWORKS LLC	005083 005098		01/24/2025 01/24/2025	206-5771-452.61-01 509-4910-479.31-53	125.00 425.00	



PREPARED 01/22/2025, 15:51:34  
PROGRAM: GM346L  
CITY OF NEEDLES

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

ACCOUNTING PERIOD 2025/07  
REPORT NUMBER 73

PAGE 7

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

PREPARED01/22/2025, 15:51:34

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
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23186	3828	3D-NETWORKS LLC	005099	01/24/2025	509-4910-479.31-90	2,925.00	*
						3,475.00	

BANK/CHECK TOTAL	303,896.61
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ALL BANKS/CHECKS TOTAL	303,896.61
	303,896.61





# MINUTES

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

**TUESDAY, JANUARY 28, 2025 - COUNCIL EXECUTIVE SESSION – NONE - CITY COUNCIL MEETING – 6:00 PM**

**CALL TO ORDER** - Mayor Jernigan called the meeting to order at 6pm

## ROLL CALL

### PRESENT

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

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

**INVOCATION** - led by Vice Mayor Campbell

### APPROVAL OF AGENDA

Council Member Pogue made a motion, second by Vice Mayor Campbell to approve the agenda. Motion carried by the following roll call vote:

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

**CONFLICT OF INTEREST** - None

**CORRESPONDENCE** - None

**INTRODUCTIONS** - Mayor Jernigan acknowledged former Council Member Tim Terral in attendance

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

### ADJOURN THE CITY COUNCIL MEETING AND CONVENE A JOINT NPUA/COUNCIL MEETING

(Roll Call Previously Taken)

**PUBLIC APPEARANCE** - None

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

**PUBLIC COMMENTS PERTAINING TO THE NPUA/COUNCIL ITEMS** - None

### NPUA / COUNCIL CONSENT CALENDAR

Council Member Campbell pulled Consent Calendar Item 3 for discussion

3. Approve the 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.

City Manager Martinez gave staff report and discussion ensued.

Vice Mayor Campbell made a motion, second by Council Member McCorkle to approve Consent Calendar Item 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.

Motion carried by the following roll call vote:

Ayes: Council Members Longacre, McCorkle, Vice Mayor Campbell, Mayor Jernigan, Council Members Pogue, Belt, Longbrake  
Noes: None



Absent: None

Abstain: None

Council Member McCorkle made a motion, second by Council Member Longacre to approve consent calendar items 1, 2, and 4.

Motion carried by the following roll call vote:

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

Noes: None

Absent: None

Abstain: None

1. Introduction and First Read - 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. Authorized the City Manager to execute Landis & Gyr Software as a Service Agreement (SaaS)
4. Authorized 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**

**ADJOURNED THE JOINT COUNCIL/NPUA MEETING AND CONVENED A JOINT COUNCIL/HACN MEETING** at 6:11 pm

**PUBLIC COMMENTS PERTAINING TO THE COUNCIL / HACN ITEMS** - None

#### **REGULAR COUNCIL / HACN ITEMS**

5. Housing Authority Update - Given by Housing Manager Deermer.

**ADJOURNED THE JOINT COUNCIL / HACN MEETING AND RECONVENED THE CITY COUNCIL MEETING**

#### **COUNCIL CONSENT CALENDAR**

Consent Calendar Item 8 was pulled.

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.

City Manager Martinez gave staff report and asked for council direction on amending the ordinance.

Council Member McCorkle made a motion, second by Council Member Pogue, to continue Ordinance 671-AC to the next meeting.

Motion carried by the following roll call vote:

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

Noes: None

Absent: None

Abstain: None

Consent Calendar Item 9 was pulled for discussion.

9. Accepted the work completed by Vance Corporation for the Phase IV-A Street Improvements Project and authorized a NOTICE OF COMPLETION to record with the San Bernardino County Recorder's Office

City Manager Martinez gave staff report and discussion ensued.

Vice Mayor Campbell made a motion, second by Council Member Longacre, to approve Consent Calendar Item 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.

Motion carried by the following roll call vote:

<i>Agenda Item 5.</i>
-----------------------



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

Vice Mayor Campbell made a motion, second by Council Member Longacre, to approve Consent Calendar Items 6, 7, and 10. Motion carried by the following roll call vote:

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

6. Approved the Warrants Register through January 28, 2025
7. Approved the Minutes of January 14, 2025
10. Approved 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

City Manager Martinez gave staff report. Council discussion ensued.

Vice Mayor Campbell made a motion, second by Council Member Pogue, to accept the Housing Market Demand Assessment prepared by the Concord Group.

Motion carried by the following roll call vote:

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

12. Rodeo Grounds ADA Parking and Path of Travel Options

City Manager Martinez gave staff report on two options: 1. Mobi-Mat (temporary solution), and 2. Concrete Installation (permanent solution). Council discussion ensued.

Council Member Longbrake made a motion, second by Council Member Pogue, to accept option 2 Concrete Installation (permanent solution). Motion carried by the following roll call vote:

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

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

Council Member Longbrake recused and left the room.

Director of Development Services Raasch gave staff report. Council discussion ensued

Vice Mayor Campbell made a motion, second by Council Member McCorkle, to accept 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

Motion carried by the following roll call vote:

Ayes: Council Members Longacre, McCorkle, Vice Mayor Campbell, Council Members Pogue, Belt, Longbrake  
Noes: None



Absent: Longbrake

Abstain: None

14. Provide direction to staff regarding the next steps in addressing coyote management.

City Manager Martinez gave staff report. Council discussion ensued.

David Cairns stated that he worked in Los Angeles and there were Coyotes in the city, and that it is impossible to get rid of them.

Council discussed educating the public.

Vice Mayor Campbell made a motion, second by Council Member Longbrake to put a flyer in with the utility bill. Motion carried by the following roll call vote:

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

Noes: None

Absent: None

Abstain: None

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

City Manager Martinez gave staff report. Council discussion ensued.

Vice Mayor Campbell made a motion, second by Council Member Pogue, to adopt Resolution 2025-11 Approving an Affordable Housing Loan To 1707 Needles Highway (NHLLC) For Rehabilitation of 1707 Needles Highway, Needles, CA 92363 (APN 0185-048-09-0000)

Motion carried by the following roll call vote:

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

Noes: None

Absent: None

Abstain: None

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

City Manager Martinez gave staff report. Council discussion ensued.

Vice Mayor Campbell made a motion, second by Council Member Longacre, to authorize Mayor Jernigan, Vice Mayor Campbell, and Council Member Pogue to attend the 2025 City / County Conference scheduled for May 8-9, 2025, in Lake Arrowhead. Motion carried by the following roll call vote:

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

Noes: None

Absent: None

Abstain: None

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

**CITY MANAGER REPORT** – for the weeks of January 10 and 17, 2025 - Given by City Manager Martinez

#### **COUNCIL REQUESTS**

**Council Member Longacre** – requested city pick color for Cal-Trans graffiti coverup; asked about city getting a Park ranger.

**Council Member McCorkle** – no requests

**Vice Mayor Campbell** – requested the city continue to clean up trees around town to prevent potential fire hazards; asked about the boundaries in duties between CHP and Sheriff.

**Council Member Pogue** – thanked Patrick and Code enforcement for getting trees trimmed away from powerlines



**Council Member Belt** – Requested a marketing update; thanked Cal Trans for cleaning up ramps and highway; thanked Bernie for code enforcement efforts and getting trash cleaned up around town.

**Council Member Longbrake** – requested new microphones for council – stated members of the public complained they cannot hear council members; asked audience to refrain from making snide remarks about ADA and the Senior Center.

**Mayor Jernigan** – reported she is working with Patrick and Cal State Tourism and promoting Bus Tours

**ADJOURNMENT** - Mayor Jernigan adjourned the meeting at 8:06 pm

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Mayor Janet Jernigan

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Interim City Clerk Candace Clark





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

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** February 11, 2025

**Title:** Approve the Fort Mohave/Bullhead Shuttle Draft Operating Plan

**Background:** Both the Dial-A-Ride Medical Transport and Shopper Shuttle Pilot Program services have seen a decline in ridership and increased costs over the last few years and, in response, the San Bernardino County Transportation Authority (SBCTA) retained a consulting firm, AMMA Transit Planning, Inc., to evaluate the continued operation of these services. The Fort Mohave/Bullhead Shuttle Draft Operating Plan notes:

To address declining ridership and rising costs on the Dial-A-Ride Medical service and to recognize the community's need for access to grocery shopping, plans for a combined shuttle to Fort Mohave and Bullhead City were proposed in the 2020-2025 SRTP. Branded the Fort Mohave/Bullhead Shuttle, the new service is proposed to combine the Dial-A-Ride Medical service with the Shopper Shuttle service to provide more flexibility for medical appointments and more opportunities for residents to obtain groceries and other necessities. To achieve this, the Fort Mohave/Bullhead Shuttle proposes to run two trips per day between Needles, Fort Mohave and Bullhead City on Tuesday and Thursday, allowing passengers to ride for any trip purpose. Providing two trips per day—one morning round trip and one late morning round trip—reduces the length of time a passenger must wait to return home from medical appointments and grocery trips, while also creating new opportunities to travel later in the morning than is currently possible on existing services.

Combining the trip purpose of the Dial-A-Ride Medical and Shopper Shuttle services onto a single vehicle will maximize the vehicle's capacity and likely lead to increased productivity and cost efficiency. Increasing service frequency to provide four round trips over two days, as the Fort Mohave/Bullhead Shuttle, instead of three round trips over three days currently provided between the two existing programs will increase vehicle revenue miles traveled, but will reduce the number of required service days, service hours and the dwell time of the driver and vehicle waiting to return back to Needles once the last passenger is ready to return.

Reservations for the Fort Mohave/Bullhead Shuttle must be made in advance and are processed on a first-come, first-served basis. Parking Concepts, DBA Transportation Concepts has reviewed the Draft Operating Plan and supports its implementation without negotiating the current service hour rates provided for in our Agreement for the 2024-2025 fiscal year.

**Fiscal Impact:** The Dial-a-Ride Medical/Shopper budget should be sufficient to cover any additional costs that may be incurred for the remainder of the current fiscal year, however, if costs exceed expectations, SBCTA funding will be used to cover the additional expenses.

**Recommended Action:** Approve the Fort Mohave/Bullhead Shuttle Draft Operating Plan.

**Submitted By:** Cheryl Sallis, Community Services Manager

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

**Date:** 2/6/2025

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

**Date:** 2/6/2025

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐



# FORT MOHAVE/BULLHEAD SHUTTLE DRAFT OPERATING PLAN



**Prepared for the City of Needles**



**Prepared by AMMA Transit Planning**



**Updated October 2024**



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## Background

The City of Needles currently operates three demand response specialized transportation programs to meet the specialized needs of its residents. The Senior Dial-A-Ride program offers curb-to-curb transportation to persons over the age of 55 or those with disability traveling to locations within the City of Needles. The Dial-A-Ride Medical transportation service is provided on Tuesday and Thursday through advanced reservations and provides connections to medical facilities between Needles and Bullhead City. The Shopper Shuttle program operates on Wednesday and allows residents to travel into Arizona to access retail shopping locations in Fort Mohave.

The Senior Dial-A-Ride is a long-standing transportation service that pre-dates the Needles Area Transit. The Dial-a-Ride Medical program was added in 2008 in recognition that medical services within the City of Needles were limited and residents had to travel into Arizona for some specialties and appointments. The Shopper Shuttle was introduced as a pilot program in July 2019 to address the loss of major grocery chains in Needles. Both the Dial-A-Ride Medical and Shopper Shuttle programs provide lifeline connections into Arizona for groceries and medical services not available in the City of Needles.

The Senior Dial-a-Ride program serving the City of Needles has been a popular service and is an important, necessary service for eligible travelers within the City who cannot get to the fixed-route service, Needles Area Transit, either because it is too far from where they live or because they have mobility challenges that prevent them traveling on fixed-route buses. The Senior Dial-A-Ride has had steady ridership, serving almost 500 passenger boardings per month at an average cost of about \$16 per boarding.

The Dial-A-Ride Medical service has had a different experience. It is designed to drop off passengers at their medical appointments in the morning on the way up to Bullhead City and pick them up on the return trip back to Needles. In recent years, the Dial-A-Ride Medical service has experienced a decline in ridership currently providing approximately 25 round trips (50 one-way trips) per year. While the annual operating cost of the Dial-A-Ride Medical service is relatively low at \$9,075, the average cost per trip was \$182 in FY 23/24. Declining ridership and a high per trip cost presents an opportunity to explore an alternate service delivery model for the medical transport.

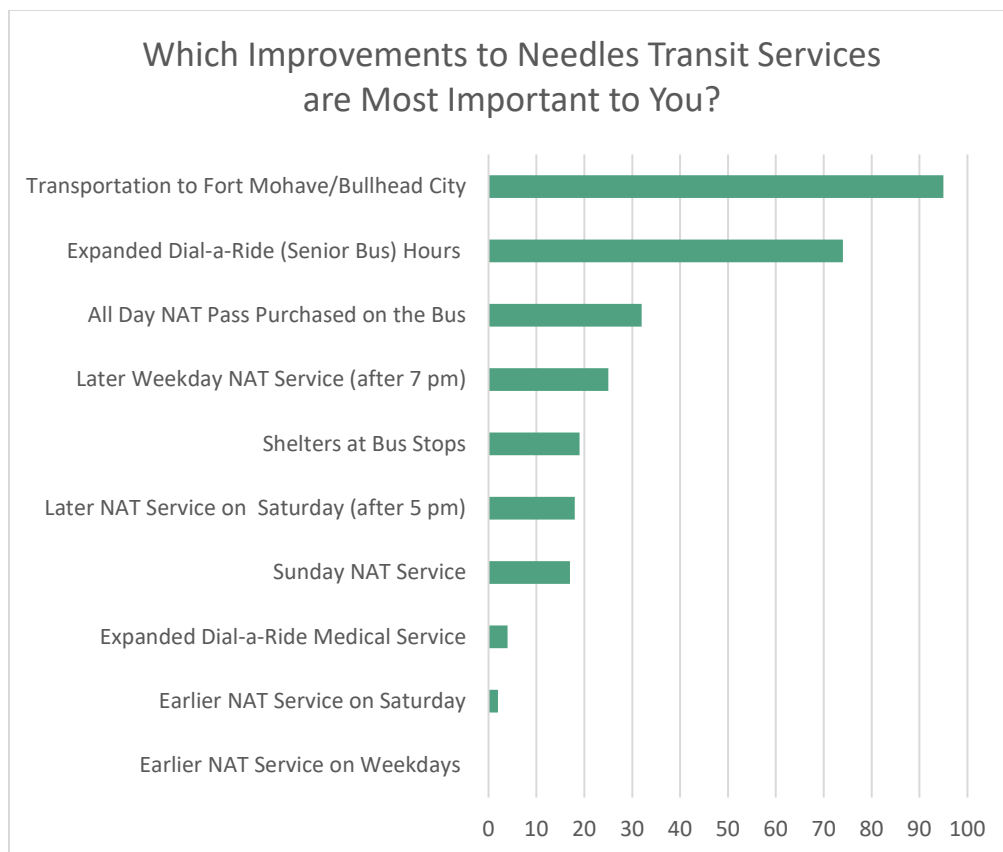
The Shopper Shuttle program, conversely, was well received in the community from the beginning of its initial pilot period in July 2019. The program was launched with privately funded subsidized fares allowing residents to travel for free to shopping locations in Fort Mohave, Arizona, such as Walmart, Safeway, Smith's and CVS. The program currently provides an average of 18 round trips (36 one-way trips) per month at a per trip cost of only \$22.59 in FY 23/24.

During the development of the NEEDLES TRANSIT SERVICES SHORT RANGE TRANSIT PLAN (S RTP) for 2020-2025, numerous stakeholders expressed the difficulty of transportation access to groceries and necessities with the closure of the 99 Cents Only Store in April 2018 and there no longer being any grocery stores in Needles. Also reported during the S RTP outreach process was the need for alternatives for transportation to jobs at the many businesses adjacent to Highway 95 from the Colorado River north to Fort Mohave and on to Bullhead City. Travel to Fort Mohave and Bullhead City was also the highest



ranked need communicated during the SRTP planning process community open house as shown in Figure 1.

**Figure 1, FY 2020 -2025 SRTP Outcome of Voting Improvements at Community Open House**



The 2020-2025 SRTP development process reported conflicting messages from stakeholders about the Dial-A-Ride Medical service. Dial-a-Ride Medical service expansion was among the lowest ranking improvements as shown in Figure 1 and this is despite the fact that many of the specialized medical services in Arizona, such as orthopedics, dentistry and ob-gyn, are not available in Needles. The use rates of the Dial-a-Ride Medical have been and continue to be in decline. Information suggests that single individuals are using the service and some stakeholders reported that, as currently configured, the program doesn't work for many given the potential for long wait times for the return trip home.

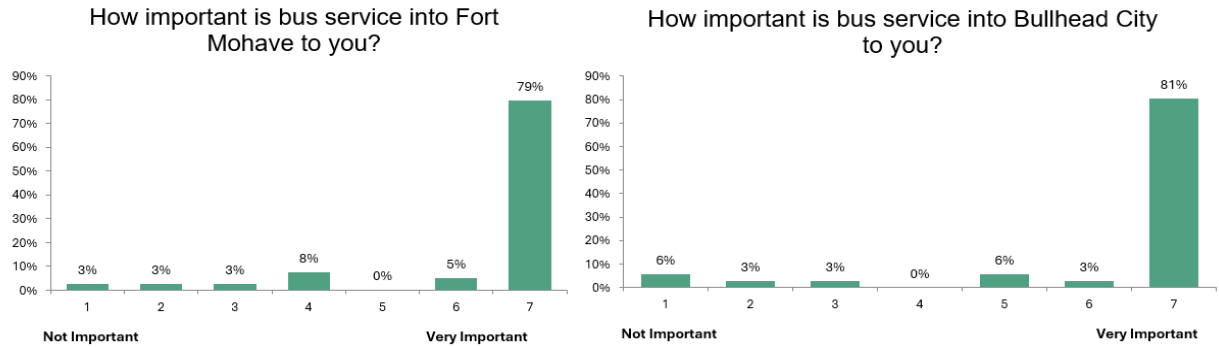
An update to the Short-Range Transit Plan covering FY 2025-2030 began development in December 2024. During this process, surveys were mailed to Needles households in utility bills and onboard surveys were conducted with riders on the NAT bus. In each survey environment, the majority of respondents reported having service to Fort Mohave and Bullhead City as very important to them for the purpose of shopping and medical appointments (Figure 2). The closure of the local Rite Aid store in February 2024, leaving limited shopping opportunity at the Dollar General, has added to the need for access to shopping for those without other means of transportation.



Figure 2, FY 2025 -2030 SRTP Household and Rider Survey Responses

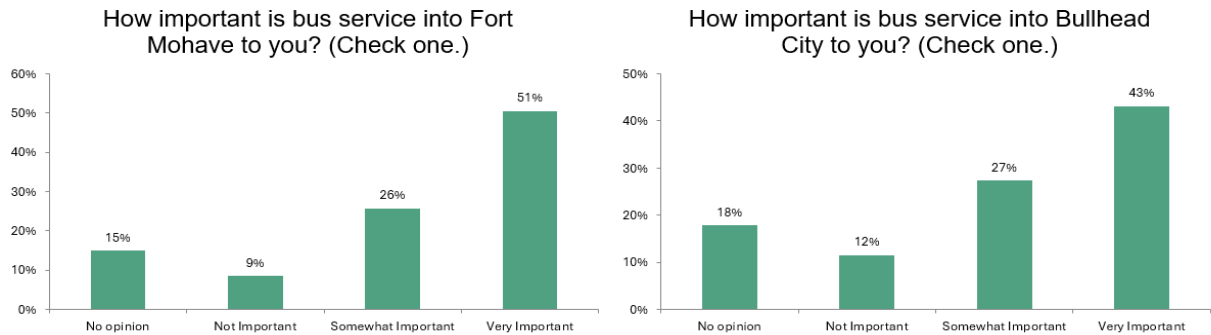
## Outreach – NAT Rider Survey

41 Survey Respondents



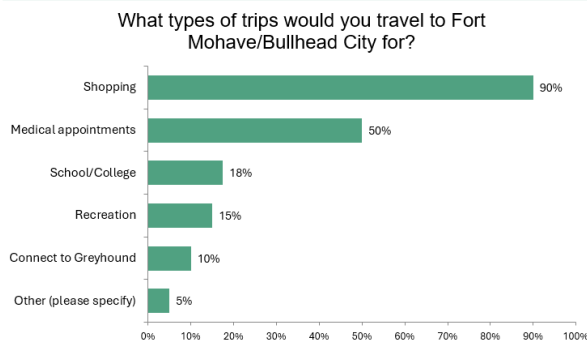
## Outreach – Household Survey

95 Survey Respondents



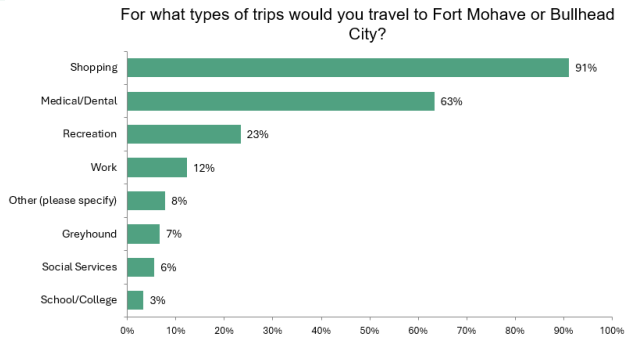
## Outreach – NAT Rider Survey

41 Survey Respondents



## Outreach – Household Survey

95 Survey Respondents





## Project Description

### **Rationale for Restructure**

To address declining ridership and rising costs on the Dial-A-Ride Medical service and to recognize the community's need for access to grocery shopping, plans for a combined shuttle to Fort Mohave and Bullhead City was proposed in the 2020-2025 SRTP. Branded the Fort Mohave/Bullhead Shuttle, the new service is proposed to combine the Dial-A-Ride Medical service with the Shopper Shuttle service to provide more flexibility for medical appointments and more opportunities for residents to obtain groceries and other necessities. To achieve this, the Fort Mohave/Bullhead Shuttle proposes to run two trips per day between Needles, Fort Mohave and Bullhead City on Tuesday and Thursday, allowing passengers to ride for any trip purpose. Providing two trips per day, one morning round trip and one late morning round trip reduces the length of time a passenger must wait to return home from medical appointments and grocery trips, as well as new opportunities to travel later in the morning than is currently possible on existing services.

Combining the trip purpose of the Dial-A-Ride Medical and Shopper Shuttle services onto a single vehicle will maximize the vehicle's capacity and likely lead to increased productivity and cost efficiency. Increasing service frequency to provide four round trips over two days, as the Fort Mohave/Bullhead Shuttle, instead of three round trips over three days currently provided between the two existing programs will increase vehicle revenue miles traveled, but will reduce the number of required service days, service hours and the dwell time of the driver and vehicle waiting to return back to Needles once the last passenger is ready to return.

### **General Parameters for the New Service**

Reservations for the Fort Mohave/Bullhead Shuttle must be made in advance and prepaid on a first-come first-serve basis. Reservations are scheduled by contacting the Needles Regional Senior Center between 9:00 a.m. and 1:00 p.m., Monday through Friday. The required fare must be paid in person at the senior center no later than 11:00 a.m. the day prior to taking a trip.

Passengers using the Fort Mohave/Bullhead Shuttle will board the bus at the El Garces west parking lot at approximately 8:15 a.m. to begin the outbound trip into Fort Mohave and Bullhead City. The return trip of the morning run will begin at approximately 10:30 a.m. at the furthest northern point on the route to return back to Needles. The second run of the day will begin by leaving the El Garces at approximately 11:30 a.m. dropping off passengers at their desired destinations in Arizona. The second run of the day will only be scheduled if reservations have been made by passengers for that time slot or if passengers from the morning run were not ready to return back to Needles on the morning return trip and need to be picked up later in the day. This is sometimes the case with passengers with longer medical appointments such as dialysis and out-patient surgery procedures. The return trip of the afternoon run will begin at approximately 1:00 p.m. at the farthest northern point on the route, returning to Needles no later than 3:00 p.m. A proposed route map of the Fort Mohave/Bullhead Shuttle is presented in Figure 3.



The Shuttle will operate on a zone system within a 2 mile radius of Arizona Highway 95, reflected in fares and each zone will include stops identified by the passenger during the trip reservation process. All service is dependent on reservations; however, if a trip does not have service into Zone 2 during one of the two days in service, the Shuttle route will not stop in this Zone.

Zone 1 stops may include Valley View Medical Center, Fort Mohave Walmart Superstore, Safeway, Smith's, CVS and other stops up to the intersection of Arizona Highway 95 and Aztec Road. Zone 2 includes all stops north of Arizona Highway 95/Aztec Road up to and including Silver Creek Road in Bullhead City.

**Figure 3, Fort Mohave/Bullhead Shuttle Proposed Route and Zones**



Inbound Zone 1 stops (the orange highlighted area) will begin at the intersection of Arizona Highway 95 and Aztec Road (Smith's, CVS and Safeway, Fort Mohave locations).

The Fort Mohave/Bullhead Shuttle's pre-paid fare is similar to the fare required on the Shopper Shuttle but split into two zones to provide more choice to riders and to reflect the shorter trip distance in the lower fare:

- Zone 1 between Needles and Fort Mohave – the orange highlighted area;
- Zone 2 the teal highlighted area or those traveling to any point beyond Fort Mohave up to Bullhead City.

The pre-paid fare for Zone 1 is \$9.00 per round trip and the fare for Zone 2 is \$12.00 per round trip as presented in Table 1.

**Table 1, Proposed Fare Structure for Fort Mohave/Bullhead Shuttle**

Fort Mohave/Bullhead Shuttle	
Zone 1 (round-trip)	\$9.00
Zone 2 (round-trip)	\$12.00

The proposed fare structure represents a \$3.00 increase in the Zone 1 fare in the current Dial-A-Ride Medical service from \$6.00 to \$9.00 in efforts to help offset the higher operating cost of long-distance lifeline service and is the

same as the existing Shopper Shuttle service. The proposed zonal fare structure is comparable to those of similar services provided for residents in Blythe, CA traveling to the Coachella Valley on the Blythe Wellness Express (BWE) and for Imperial County residents traveling to San Diego on IVT MedTrans.



## Operating Plan

This operating plan presents a framework for Needles Transit Services to implement the Fort Mohave/Bullhead Shuttle. Estimated operating characteristics are presented based on assumptions from existing services performance, contractual operating guidelines, current funding conditions and potential service use by the consumer. Most utilization estimations in the plan assume service usage at full service which may be higher than is actually realized.

### Twice Daily Schedules

Table 2 presents the potential morning (A.M.) running schedule of the Fort Mohave/Bullhead Shuttle from departure at the El Garces to the furthest point of the route in Bullhead City, and its return for the morning run. The locations presented here represent the major destinations for shopping and medical facilities most likely to be visited by riders of the Dial-A-Ride Medical and Shopper Shuttle services.

The estimated time points are not intended to be a guide for riders but as an operating tool to best estimate vehicle travel along the route. The exact timepoint arrival will depend on the number of riders on each run and the geographic location of their desired destination. The driver will be expected to coordinate return pick-up times with the rider based on the number of additional stops to be made, where those stops are located along the route, and the necessary drive time to return to Needles to begin the afternoon run or end the service day in the event of no afternoon run.

**Table 2, Operating Time Points at Full Service – Morning Run**

Location	Estimated Time Point	Estimated Minutes Between Stops	Mileage
<b>Northbound - Morning</b>			
El Garces (Needles)	8:15 AM		
Valley View Medical Center	8:35 AM	20	12
Walmart Fort Mohave	8:40 AM	5	0.3
Safeway Fort Mohave	8:45 AM	5	0.8
CVS Fort Mohave	8:50 AM	5	0.3
Smith's Fort Mohave	8:55 AM	5	0.1
Target Bullhead	9:05 AM	10	2.7
Silver Creek Rd. Bullhead	9:20 AM	15	5.7
Totals		65	21.9
<b>Southbound - Morning</b>			
Silver Creek Rd. Bullhead	10:15 AM		
Target Bullhead	10:30 AM	15	5.7
Smith's Fort Mohave	10:35 AM	10	2.7
CVS Fort Mohave	10:40 AM	5	0.1
Safeway Fort Mohave	10:45 AM	5	0.3
Walmart Fort Mohave	10:50 AM	5	0.8
Valley View Medical Center	10:55 AM	5	0.3
El Garces (Needles)	11:15 AM	20	12
Totals		65	21.9



The proposed service parameters split the service day into two round trips, one in the morning and one in the afternoon. In the event that no afternoon outbound trips are reserved, the morning return trip may be extended later in the day to allow passengers time to complete their medical appointments or shopping trips where there would otherwise be no need to return to Needles midday to commence an afternoon run. The estimated operating time schedule for the afternoon run is presented in Table 3.

**Table 3, Operating Time Points at Full Service – Afternoon Run**

Location	Estimated Time Point	Estimated Minutes Between Stops	Mileage
<b>Northbound - Afternoon</b>			
El Garces (Needles)	11:30 AM		
Valley View Medical Center	11:50 AM	20	12
Walmart Fort Mohave	11:55 AM	5	0.3
Safeway Fort Mohave	12:00 PM	5	0.8
CVS Fort Mohave	12:05 PM	5	0.3
Smith's Fort Mohave	12:10 PM	5	0.1
Target Bullhead	12:20 PM	10	2.7
Silver Creek Rd. Bullhead	12:35 PM	15	5.7
Totals		65	21.9
<b>Southbound - Afternoon</b>			
Silver Creek Rd. Bullhead	1:15 PM		
Target Bullhead	1:30 PM	15	5.7
Smith's Fort Mohave	1:40 PM	10	2.7
CVS Fort Mohave	1:45 PM	5	0.1
Safeway Fort Mohave	1:50 PM	5	0.3
Walmart Fort Mohave	1:55 PM	5	0.8
Valley View Medical Center	2:00 PM	5	0.3
El Garces (Needles)	2:20 PM	20	12
Totals		65	21.9

### **Vehicle Requirements**

The Fort Mohave/Bullhead Shuttle will initially utilize the fleet of existing dial-a-ride vehicles used to operate the Dial-A- Ride Senior Shuttle, Dial-A-Ride Medical and Shopper Shuttle programs. The new service will follow the existing maintenance program, vehicle storage and fueling procedures in place for dial-a-ride programs. The current fleet consists of three wheelchair accessible paratransit vehicles. Two of the current vehicles have reached the useful life benchmark for vehicle age with odometer readings of 75,697 and 100,524 miles as shown in Table 4.

In the event reservations exceed dial-a-ride vehicle capacity (maximum 4 riders with seating room for groceries), a deviated fixed route (NAT) vehicle can be used to accommodate a maximum of 9 riders



with seating room for groceries. Reservations must be carefully coordinated so that there are never more than 9 riders at any given time.

**Table 4, Dial-A-Ride Program Fleet Inventory**

ID#	VIN	License #	ADA Accessible?	Year and Make	In-Service Date	Useful Life Years	Seating Capacity	Mileage
S-3	10858	1146441	Yes	2002 Ford	7/1/2002	7	7	75,697
S-5	18893	1335656	Yes	2009 Starcraft Starlite	7/1/2009	7	7	100,524
S-6	35613	1626392	Yes	2019 Arboc	4/15/2022	7	8	21,334

The proposed operating structure assumes seven vehicle service hours per day from 8:00 a.m. to 3:00 p.m. at the return of the vehicle to the El Garces at the end of the day. This equates to 728 annual vehicle service hours for the program.

### **Revenue Hours and Contracted Service Rates**

Table 5 presents estimated costs based upon average daily service hours to arrive at annual estimates of service hours.

Hourly service rates are outlined in the current operating contract for FY 24/25 and projected for FY 25/26, then multiplied by the number of proposed service hours for the Fort Mohave/Bullhead Shuttle. The current operations contract term expires June 30, 2025 with one additional 2-year option that could extend the contract term through June 30, 2027. The hourly service cost per day ranges from \$346.57 in FY 24/25 to \$367.71 in FY 26/27, assuming a three percent increase in contractor rates each year. The total annual service hour operating cost is estimated at \$36,043 in FY 24/25 and \$38,242 in FY 26/27. These totals do not include the cost of vehicle insurance or fuel.

**Table 5, Proposed Forth Mohave/Bullhead Shuttle Hourly Operating Cost**

Service Provided	Service Hours per Day	Hourly Rate FY 25	Operating Cost FY 25	Hourly Rate FY 26	Operating Cost FY 26	Hourly Rate FY 27	Operating Cost FY 27
Tuesday	7	\$49.51	\$346.57	\$51.00	\$357.00	\$52.53	\$367.71
Thursday	7	\$49.51	\$346.57	\$51.00	\$357.00	\$52.53	\$367.71
Annualized	728	\$49.51	\$36,043.28	\$51.00	\$37,128.00	\$52.53	\$38,241.84
*Assumes a 3% annual increase in hourly rate **Does not include fixed fee for insurance or actual cost of fuel							

The current service hours schedule for the existing Dial-A-Ride Medical service and the Shopper Shuttle are presented in Table 6. The combination of both existing services could run a maximum of 962 (Med = 7 hours per day x 2 days per week; Shopper = 4.5 hours per day, once per week) annual service hours over the three available service days. In comparison, the proposed service hour schedule for the Fort Mohave Bullhead Shuttle runs a maximum of 728 hours per year at full service.



**Table 6, Existing Dial-A-Ride Medical and Shopper Shuttle Scheduled Service Hours (At Full Service)**

Existing Service Provided	Existing Service Hours Per-Day	Proposed Service Hours Per-Day	Proposed Service Provided
Tuesday DAR Med	7	7	Tuesday FMBS
Wednesday Shopper Shuttle	4.5	0	Wednesday FMBS
Thursday DAR Med	7	7	Thursday FMBS
Annualized	962	728	Annualized

### **Contract Parameters with DAR Operations Contractor**

The current operating contract stipulates that adjustments in annual service hours within 20 percent in either direction will not require a modification of the revenue service vehicle hour rate. The restructuring of existing services to the proposed Fort Mohave/Bullhead Shuttle service reduces annual scheduled service by 234 hours. However, the low utilization of the Dial-A-Ride Medical service in recent years and the potential for higher utilization of the Fort Mohave/Bullhead Shuttle suggests an overall increase in service hours after the restructure.

It is also expected that the cost of fuel, that is reimbursed at actual cost, will grow due to the expected increase in service miles by extending the Shopper Shuttle service area beyond Fort Mohave and into Bullhead City. In addition to fuel, the current operations contract includes a fixed monthly fee to cover the cost of insurance for the demand response vehicles. Per the contract, this is included in the operation contractor's monthly invoice in addition to the vehicle service hours and actual fuel expenses.

Vehicle service miles are calculated from the time of leaving base to return to base including deadhead and vehicle dwell time. Table 7 shows the current annual vehicle service miles for the Dial-A-Ride Medical service and the Shopper Shuttle along with the projected vehicle service mile estimation of the proposed Fort Mohave/Bullhead Shuttle at maximum service. For this projection, maximum service is defined as service provided from the El Garces to the furthest service area point in Bullhead at two runs per day, twice per week. Actual service utilization will likely be realized at lower levels than this estimation, as not all passengers will need to travel as far as Bullhead or that there may not be full demand for both service runs each day.

The proposed route structure estimates 22 service miles in each direction between the El Garces and Bullhead. At two round trips per day and two service days per week, the proposed service projects 9,152 annual vehicle miles. This is a significant increase in service miles if the Fort Mohave/Bullhead Shuttle operates at full capacity for a full year compared to the actual service miles incurred between the Dial-A-Ride Medical and Shopper Shuttle services currently. This is due to the current low demand for the Medical service that is not in use on all available service days.



**Table 7, Vehicle Service Mile Estimation for Two Existing and Proposed New Service**

Service Provided	Actual Service Miles FY 23	Actual Service Miles FY 24	Proposed Service Miles FY 25	Proposed Service Miles FY 26
Dial-A-Ride Medical, Existing	880	820		
Shopper Shuttle, Existing	1,529	1,595		
Fort Mohave Bullhead, Proposed			9,152	9,152
<b>Total</b>	<b>2,409</b>	<b>2,415</b>	<b>9,152</b>	<b>9,152</b>

### **Total Operating Costs**

The proposed Fort Mohave/Bullhead Shuttle service assumes an operating cost of \$50,497 in FY 24/25 that increases to \$54,032 in FY 25/26 as shown in Table 8. Under current conditions, the cost of insurance for the Senior Dial-A-Ride, Dial-A-Ride Medical and Shopper Shuttle programs average roughly \$1,800 per month. The Fort Mohave/Bullhead Shuttle insurance estimates are based on the contracted monthly rate for insuring one vehicle. Future year estimates assume three percent annual increases.

Current fuel costs for Needles Dial-A-Ride programs equate to roughly \$0.40 per mile. Assuming an estimated annual vehicle service mileage for the Fort Mohave/Bullhead Shuttle at maximum service of 9,152 the proposed service could generate fuel costs of approximately \$3,600 annually, depending on the price of fuel. City costs are inclusive of administrative/general government at \$4,150 and include annual increases of three percent to account for inflation.

An additional cost, to be borne by the City, will include an initial advertising campaign to introduce residents to the Fort Mohave/Bullhead Shuttle. The campaign will aim to ensure that the public is aware of the new service and how to use it. Advertising costs include the development and production of program flyers and rider guides as well as promotional tote bags for further program visibility. The Year 1 total for advertising is budgeted at \$5,500 with an additional \$2,000 being spent each year to replenish the stock of promotional collateral. Marketing materials could include the development of a rider's guide, flyers, fact sheets, mailing costs for current registered users and branded shopping bags. Table 9 presents the full program cost, including the contractor's service hour expense, fuel and insurance expense and a modest overhead expense to the City.



**Table 8, Proposed Operating Budget for Fort Mohave/Bullhead Shuttle**

<b>Fort Mohave/Bullhead Shuttle</b>	<b>FY 24/25</b>	<b>FY 25/26</b>	<b>FY 26/27</b>
<b>Operating Costs</b>			
Annual Vehicle Service Hours (RVSH)	728	728	728
RVSH Rate	\$49.51	\$51.00	\$52.53
Total RVSH Costs	\$36,043	\$37,128	\$38,242
Insurance*	\$7,194	\$7,410	\$7,632
Fuel**	\$3,060.00	\$3,366.00	\$3,702.60
City Costs (Admin)***	\$4,150	\$4,275	\$4,403
Operating Cost Sub-Total	\$50,497	\$52,229	\$54,032
<b>One-time Advertising Costs (optional)</b>			
Promotion (includes printing)	\$5,000	\$2,000	\$2,000
Promotional tote bags	\$500	\$0	\$0
Optional Cost Sub-Total	\$5,500	\$2,000	\$2,000
<b>Grand Total</b>	<b>\$55,997</b>	<b>\$54,229</b>	<b>\$56,032</b>

\* Allocates the fixed fee monthly insurance cost for one bus; assumes 3% annual increase

\*\* At \$0.41 per mile based on current FY 24 DAR fuel cost and total miles, increased annually by 10%

\*\*\* Increases by 3% annually

### **Capital Needs**

The current Needles Dial-A-Ride is supported by three wheelchair accessible cutaway vehicles that are rotated between services depending on the number of passengers to be carried. It is anticipated that a new dial-a-ride vehicle will need to be purchased in FY 24/25 to replace an aging vehicle in the current fleet. Funding for the new vehicle will be coordinated with the San Bernardino County Transportation Authority (SBCTA) once any replacement vehicles have been identified in the SRTP for the City of Needles.



## Existing Service Performance and Ridership Estimates

### Service Performance Historical Experience

The projected performance output for the Fort Mohave/Bullhead Shuttle builds upon the current performance measures of the two existing Dial-A-Ride Medical and Shopper Shuttle services. A summary of performance measures for the Dial-A-Ride Medical service is presented in Table 9, as experienced over the past seven years. Ridership on the Medical service peaked in FY 18/19 at 142 trips but has declined over the past five years. The COVID-19 pandemic may have had some effect on service demand.

**Table 9, Dial-A-Ride Medical Performance Summary**

	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Trend
<b>Needles Dial-A-Ride Medical</b>								
Ridership	135	142	105	82	46	58	50	
Service Hours	456	534	505	191	44	65	47	
Revenue Miles	3,660	4,435	4,431	1,682	666	880	881	
Operating Cost **	\$27,351	\$32,045	\$19,146	\$14,091	\$12,220	\$8,828	\$9,075	
Fare Revenue	\$1,032	\$1,668	\$1,224	\$511	\$240	\$246	\$246	
<b>Key Performance Metrics</b>								
Passengers per Hour	0.3	0.3	0.2	0.4	1.0	0.9	1.1	
Passengers per Mile	0.04	0.03	0.02	0.05	0.07	0.07	0.06	
Cost per Passenger	\$202.60	\$225.67	\$182.34	\$171.84	\$265.66	\$152.21	\$181.50	
Cost per Service Hour	\$59.98	\$60.01	\$37.91	\$73.77	\$277.73	\$135.82	\$193.08	
Cost per Revenue Mile	\$7.47	\$7.23	\$4.32	\$8.38	\$18.35	\$10.03	\$10.30	
Farebox Recovery	3.8%	5.2%	6.4%	3.6%	2.0%	2.8%	2.7%	

The Shopper Shuttle service was launched in July 2019, so in contrast to the Dial-A-Ride Medical service, there are only four years of performance to report. The Shopper Shuttle provided 288 passenger trips in its first year of service, generating 162 service hours and 1,632 service miles. With an operating cost of \$21,161, the average cost per passenger was \$73.48 with a productivity indicator of 1.8 passengers per hour (Table 10). Ridership has increased in the most recent fiscal year, delivering 444 trips with a per trip cost of only \$21.29 and improving to carrying 2.9 passengers per hour.



**Table 10, Shopper Shuttle Performance Summary**

	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	Trend			
Needles Shopper Shuttle									
Ridership	288	360	238	340	444	<div></div>	<div></div>	<div></div>	<div></div>
Service Hours	162	153	128	138	152	<div></div>	<div></div>	<div></div>	<div></div>
Revenue Miles	1,632	1,704	1,487	1,595	1,723	<div></div>	<div></div>	<div></div>	<div></div>
Operating Cost	\$21,161	\$15,574	\$13,507	\$9,758	\$10,030	<div></div>	<div></div>	<div></div>	<div></div>
Fare Revenue	\$2,664	\$1,690	\$1,121	\$1,593	\$2,057	<div></div>	<div></div>	<div></div>	<div></div>
Key Performance Metrics									
Passengers per Hour	1.8	2.4	1.9	2.5	2.9	<div></div>	<div></div>	<div></div>	<div></div>
Passengers per Mile	0.18	0.21	0.16	0.21	0.26	<div></div>	<div></div>	<div></div>	<div></div>
Cost per Passenger	\$73.48	\$43.26	\$56.75	\$28.70	\$22.59	<div></div>	<div></div>	<div></div>	<div></div>
Cost per Service Hour	\$130.62	\$101.79	\$105.52	\$70.71	\$65.99	<div></div>	<div></div>	<div></div>	<div></div>
Cost per Revenue Mile	\$12.97	\$9.14	\$9.08	\$6.12	\$5.82	<div></div>	<div></div>	<div></div>	<div></div>
Farebox Recovery	12.6%	10.9%	8.3%	16.3%	20.5%	<div></div>	<div></div>	<div></div>	<div></div>

### **Ridership and Performance Projections**

The proposed Fort Mohave/Bullhead Shuttle provides travel opportunities four times per week with two round trips per day, twice per week. This configuration provides three more opportunities for shoppers than is currently available on the Shopper Shuttle and does not require shoppers to begin their day before 8:00 a.m. Additionally, it is also assumed that the shorter wait times to return back to Needles will attract more riders for medical purposes who no longer have to wait until the late afternoon to return home. This has been required under the current service configuration to allow adequate time for dialysis patients or persons with later appointment times during the day that may have suppressed utilization. For individuals with appointments that may last several hours or that have appointment times later in the morning, the second run of the day guarantees they will have a return ride home.

The projected ridership presented in Table 11 builds upon current ridership and assumes four riders completing four round trips per service day over the two provided vehicle runs in the first year of service. This projection results in 832 trips in FY 24/25 , and assumes a five percent increase in trip volume in FY 25/26. The fare revenue estimates presented in Table 12 assume that 80 percent of riders will only travel within Zone 1 at the round-trip fare of \$9.00 and 20 percent of riders will pay the \$12.00 fare to travel in Zone 2. These service projections would result in an average cost per passenger of \$60.69 and \$59.76 and a farebox recovery of 15.8% and 16.1% in the first and second year of service respectively.



**Table 11, Fort Mohave Bullhead Shuttle Service Projections**

<b>Fort Mohave/Bullhead Shuttle</b>	<b>FY 24/25</b>	<b>FY 25/26</b>
Passenger Trips	832	874
Service Hours	728	728
Service Miles	9,152	9,152
Operating Cost	\$50,497	\$52,229
Fare Revenue	\$7,987	\$8,390
Passenger per Hour	1.1	1.2
Passengers per Mile	0.09	0.10
Cost per Passenger	\$60.69	\$59.76
Cost per Service Hour	\$69.36	\$71.74
Cost per Service Mile	\$5.52	\$5.71
Farebox recovery	15.8%	16.1%

### **Funding Plan**

Funding for the Fort Mohave/Bullhead Shuttle in FY 24/25 is budgeted through California State Transit Assistance Program (STA) funds derived from bond proceeds and sales tax on diesel, and from Senate Bill (SB) 125 population-based formula funding allocated by regional transportation planning agencies. Transit funding will be used to cover the operating cost of the program less the passenger fare collected from riders. Table 12 presents the total operating cost and revenue forecast for the Fort Mohave/Bullhead Shuttle in FY 24/25 at \$55,997 and at \$54,229 in FY 25/26, inclusive of marketing and advertising costs. Any shortfall in passenger revenue would be augmented by SB125 funds, secured by SBCTA in the amount of \$247,084 to be used to cover the pilot shuttle's expenses until exhausted.

**Table 12, Fort Mohave Bullhead Shuttle Funding Forecast**

<b>Fiscal Year</b>	<b>Operating Expense</b>	<b>Passenger Fare Revenue</b>	<b>STA Population</b>	<b>SB 125</b>
FY 24/25	\$55,997	\$7,987	\$25,000	\$23,010
FY 25/26	\$54,229	\$8,390	\$0	\$45,839
<b>Totals</b>	<b>\$110,226</b>	<b>\$16,377</b>	<b>\$25,000</b>	<b>\$68,849</b>





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

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** February 11, 2025

**Title:** Resolution No. 2025-10 Approving a Third Amendment to the Agreement Between the City of Needles and Parking Concepts, Inc. DBA Transportation Concepts to Restructure the Dial-a-Ride Medical Transport/Shopper Shuttle Pilot Program Into the Fort Mohave/Bullhead Shuttle

**Background:** The City Council previously approved the Fort Mohave/Bullhead Shuttle Draft Operating Plan in a separate action. This Resolution will amend the Agreement with Transportation Concepts to implement that Plan.

**Fiscal Impact:** The Dial-A-Ride Medical/Shopper budget should be sufficient to cover any additional costs for the remainder of the current fiscal year. However, if costs exceed expectations, SBBCTA funding will be used to cover the additional expenses.

**Recommended Action:** Waive the reading and adopt Resolution No. 2025-10, approving a Third Amendment to the Agreement between the City of Needles and Parking Concepts, Inc. DBA Transportation Concepts providing for restructuring of the Dial-a-Ride Medical Transport / Shopper Shuttle Pilot Program into the Fort Mohave/Bullhead Shuttle

**Submitted By:** Cheryl Sallis, Community Services Manager

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

**Date:** 2/6/2025

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

**Date:** 2/6/2025

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐



RESOLUTION NO. 2025-10

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF NEEDLES, CALIFORNIA, APPROVING A  
THIRD AMENDMENT TO AGREEMENT BETWEEN THE  
CITY OF NEEDLES AND PARKING CONCEPTS, INC.  
DBA TRANSPORTATION CONCEPTS PROVIDING FOR  
RESTRUCTURING OF THE DIAL-A-RIDE MEDICAL TRANSPORT /  
SHOPPER SHUTTLE PILOT PROGRAM SERVICES INTO  
THE FORT MOHAVE/BULLHEAD SHUTTLE

WHEREAS, the City and Parking Concepts, Inc. dba Transportation Concepts entered into an Agreement to provide Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services dated September 24, 2019, hereinafter referred to as the "Agreement"; and

WHEREAS, both the Dial-a-Ride Medical Transport and Shopper Shuttle Pilot Program services have seen a decline in ridership and increased costs over the last few years and, in response, the San Bernardino County Transportation Authority (SBCTA) retained a consulting firm, AMMA Transit Planning, Inc., to evaluate combining the two into a new service branded the Fort Mohave/Bullhead Shuttle; and

WHEREAS, Transportation Concepts has reviewed the Draft Operating Plan as prepared by AMMA and supports its implementation without negotiating the current service hour rates provided for in the Agreement for the 2024-2025 fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a Third Amendment to Agreement between the City of Needles and Parking Concepts, Inc. DBA Transportation Concepts providing for restructuring of the Dial-a-Ride Medical Transport / Shopper Shuttle Pilot Program services into the Fort Mohave/Bullhead Shuttle as attached hereto and incorporated herein.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized and directed to execute said Third Amendment for and on behalf of the City of Needles.

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

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Interim City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



THIRD AMENDMENT TO AGREEMENT BETWEEN THE CITY OF NEEDLES  
AND PARKING CONCEPTS, INC. DBA TRANSPORTATION CONCEPTS  
PROVIDING FOR RESTRUCTURING OF THE DIAL-A-RIDE MEDICAL  
TRANSPORT / SHOPPER SHUTTLE PILOT PROGRAM SERVICES INTO  
THE FORT MOHAVE/BULLHEAD SHUTTLE

This Third Amendment to Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Needles, hereinafter referred to as "CITY", and Parking Concepts, Inc., a California corporation, dba Transportation Concepts, hereinafter referred to as "CONTRACTOR".

WHEREAS, the parties entered into an Agreement to provide operations of Dial-a-Ride and Dial-a-Ride Medical/Shopper Shuttle Pilot Program Services dated September 24, 2019, hereinafter referred to as the "Agreement"; and

WHEREAS, a First Amendment to the Agreement was entered into on August 24, 2022 and provided for an increase in Dial-a-Ride service hours by one additional hour per day to operate 9:00 a.m. to 2:30 p.m. effective October 1, 2022; and

WHEREAS, a Second Amendment to the Agreement was entered into on April 25, 2023 in which the City exercised its option to extend the term for an additional two (2) year period starting July 1, 2023 to June 30, 2025 to run concurrent with the term of the agreement for the local route deviation transit service (Needles Area Transit); and

WHEREAS, both the Dial-a-Ride Medical Transport and Shopper Shuttle Pilot Program services have seen a decline in ridership and increased costs over the last few years and, in response, the San Bernardino County Transportation Authority (SBCTA) retained a consulting firm, AMMA Transit Planning, Inc., to evaluate combining the two into a new service branded the Fort Mohave/Bullhead Shuttle. AMMA has prepared the Fort Mohave/Bullhead Shuttle Draft Operating Plan attached hereto as Exhibit B; and

WHEREAS, Contractor has reviewed the Draft Operating Plan and supports its implementation without negotiating the current service hour rates provided for in the Agreement for the 2024-2025 fiscal year; and

WHEREAS, the Fort Mohave/Bullhead Shuttle Draft Operating Plan was approved by the City Council on February 11, 2025.

NOW, THEREFORE, it is mutually agreed as follows:

1. IMPLEMENTATION

The Fort Mohave/Bullhead Draft Operating Plan, attached hereto as Exhibit B, will be implemented as soon as reasonably possible.



2. COMPENSATION

No additional compensation shall be paid to Contractor for the implementation of the Fort Mohave/Bullhead Draft Operating Plan other than as specified in Exhibit A attached.

3. AGREEMENT OF PARTIES

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement between the City of Needles and Parking Concepts, Inc. dba Transportation Concepts as of the day and year first written above.

CITY:

City of Needles

CONTRACTOR:

Parking Concepts, Inc. DBA  
Transportation Concepts

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

Janet Jernigan

Its: Mayor

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

Rich Rogers

Its: Executive Vice President



## Exhibit A

City agrees to pay Contractor for performance of the services set forth in the Agreement during the term of this two-year extension as follows:

July 1, 2023 - June 30, 2024:

A fixed hourly rate of \$49.51 per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required); and

A fixed fee of \$570.62 per DAR vehicle per month for insurance to insure the vehicles used in the DAR and DAR Medical/Shopper Shuttle Pilot Program services.

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

July 1, 2024 - June 30, 2025

**No change or increase** in the fixed hourly rate of \$49.51 per Revenue Service Vehicle Hour (RSVH) PLUS actual cost of vehicle fuel (copy of gas receipts required)

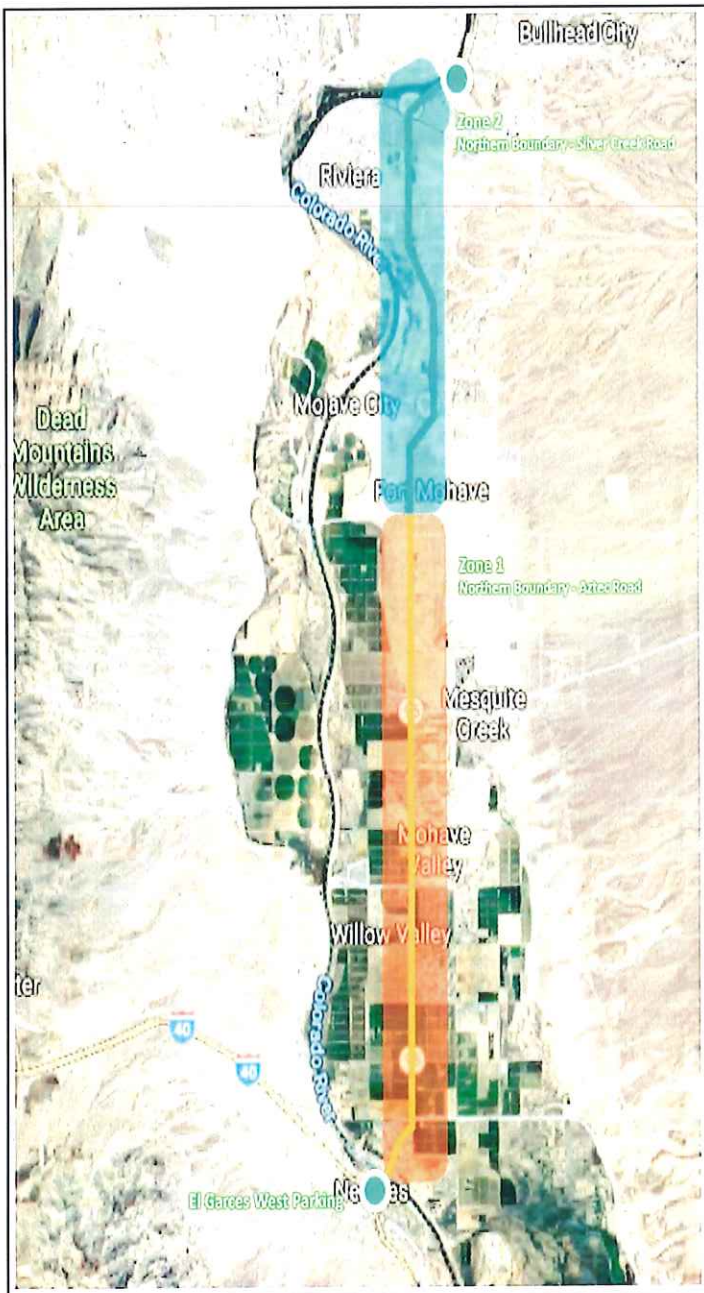
A fixed fee of \$587.74 per DAR vehicle per month for insurance to insure the vehicles used in the DAR and DAR Medical/Shopper Shuttle Pilot Program services.

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



## EXHIBIT B

# FORT MOHAVE/BULLHEAD SHUTTLE DRAFT OPERATING PLAN



Prepared for the City of Needles



Prepared by AMMA Transit Planning



Updated October 2024



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## Background

The City of Needles currently operates three demand response specialized transportation programs to meet the specialized needs of its residents. The Senior Dial-A-Ride program offers curb-to-curb transportation to persons over the age of 55 or those with disability traveling to locations within the City of Needles. The Dial-A-Ride Medical transportation service is provided on Tuesday and Thursday through advanced reservations and provides connections to medical facilities between Needles and Bullhead City. The Shopper Shuttle program operates on Wednesday and allows residents to travel into Arizona to access retail shopping locations in Fort Mohave.

The Senior Dial-A-Ride is a long-standing transportation service that pre-dates the Needles Area Transit. The Dial-a-Ride Medical program was added in 2008 in recognition that medical services within the City of Needles were limited and residents had to travel into Arizona for some specialties and appointments. The Shopper Shuttle was introduced as a pilot program in July 2019 to address the loss of major grocery chains in Needles. Both the Dial-A-Ride Medical and Shopper Shuttle programs provide lifeline connections into Arizona for groceries and medical services not available in the City of Needles.

The Senior Dial-a-Ride program serving the City of Needles has been a popular service and is an important, necessary service for eligible travelers within the City who cannot get to the fixed-route service, Needles Area Transit, either because it is too far from where they live or because they have mobility challenges that prevent them traveling on fixed-route buses. The Senior Dial-A-Ride has had steady ridership, serving almost 500 passenger boardings per month at an average cost of about \$16 per boarding.

The Dial-A-Ride Medical service has had a different experience. It is designed to drop off passengers at their medical appointments in the morning on the way up to Bullhead City and pick them up on the return trip back to Needles. In recent years, the Dial-A-Ride Medical service has experienced a decline in ridership currently providing approximately 25 round trips (50 one-way trips) per year. While the annual operating cost of the Dial-A-Ride Medical service is relatively low at \$9,075, the average cost per trip was \$182 in FY 23/24. Declining ridership and a high per trip cost presents an opportunity to explore an alternate service delivery model for the medical transport.

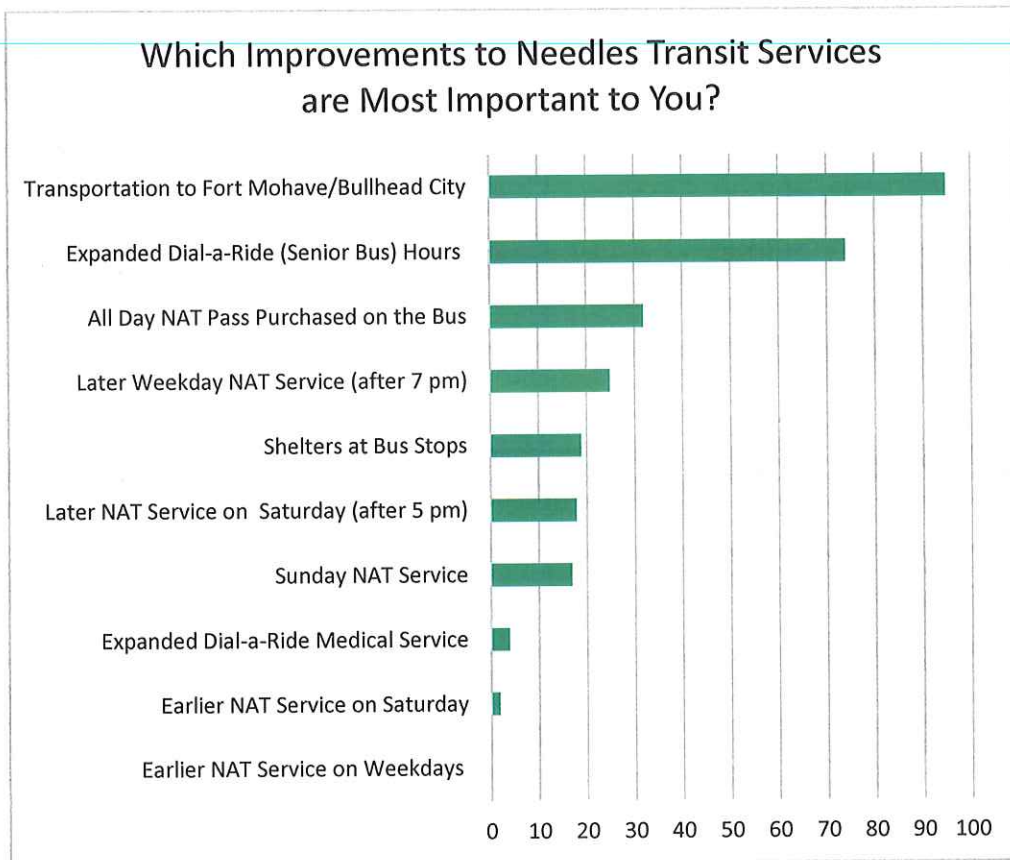
The Shopper Shuttle program, conversely, was well received in the community from the beginning of its initial pilot period in July 2019. The program was launched with privately funded subsidized fares allowing residents to travel for free to shopping locations in Fort Mohave, Arizona, such as Walmart, Safeway, Smith's and CVS. The program currently provides an average of 18 round trips (36 one-way trips) per month at a per trip cost of only \$22.59 in FY 23/24.

During the development of the NEEDLES TRANSIT SERVICES SHORT RANGE TRANSIT PLAN (S RTP) for 2020-2025, numerous stakeholders expressed the difficulty of transportation access to groceries and necessities with the closure of the 99 Cents Only Store in April 2018 and there no longer being any grocery stores in Needles. Also reported during the S RTP outreach process was the need for alternatives for transportation to jobs at the many businesses adjacent to Highway 95 from the Colorado River north to Fort Mohave and on to Bullhead City. Travel to Fort Mohave and Bullhead City was also the highest



ranked need communicated during the SRTP planning process community open house as shown in Figure 1.

Figure 1, FY 2020 -2025 SRTP Outcome of Voting Improvements at Community Open House



The 2020-2025 SRTP development process reported conflicting messages from stakeholders about the Dial-A-Ride Medical service. Dial-a-Ride Medical service expansion was among the lowest ranking improvements as shown in Figure 1 and this is despite the fact that many of the specialized medical services in Arizona, such as orthopedics, dentistry and ob-gyn, are not available in Needles. The use rates of the Dial-a-Ride Medical have been and continue to be in decline. Information suggests that single individuals are using the service and some stakeholders reported that, as currently configured, the program doesn't work for many given the potential for long wait times for the return trip home.

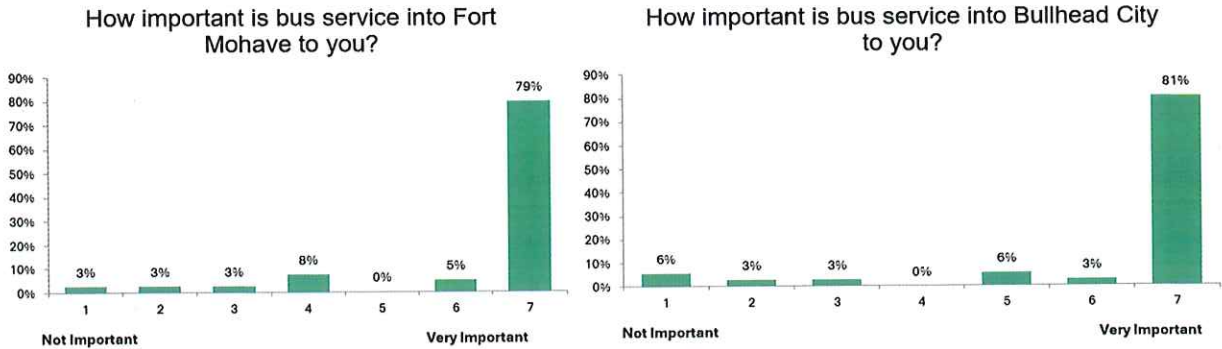
An update to the Short-Range Transit Plan covering FY 2025-2030 began development in December 2024. During this process, surveys were mailed to Needles households in utility bills and onboard surveys were conducted with riders on the NAT bus. In each survey environment, the majority of respondents reported having service to Fort Mohave and Bullhead City as very important to them for the purpose of shopping and medical appointments (Figure 2). The closure of the local Rite Aid store in February 2024, leaving limited shopping opportunity at the Dollar General, has added to the need for access to shopping for those without other means of transportation.



Figure 2, FY 2025 -2030 SRTP Household and Rider Survey Responses

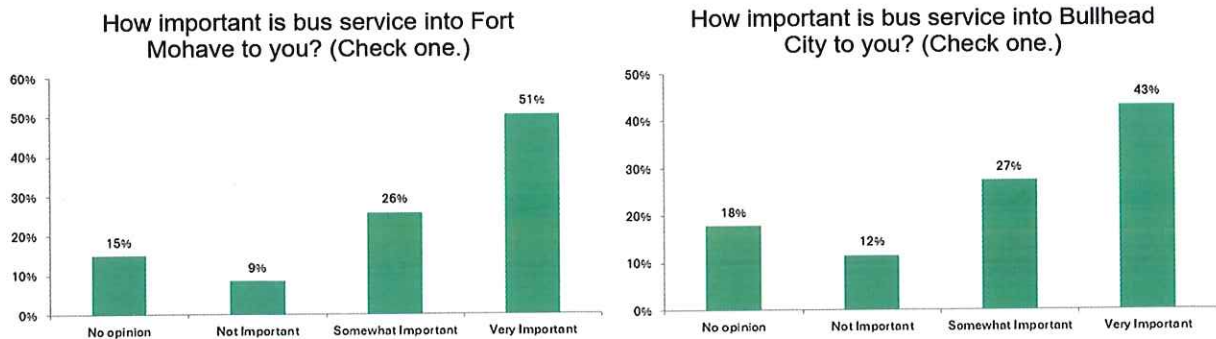
## Outreach – NAT Rider Survey

41 Survey Respondents



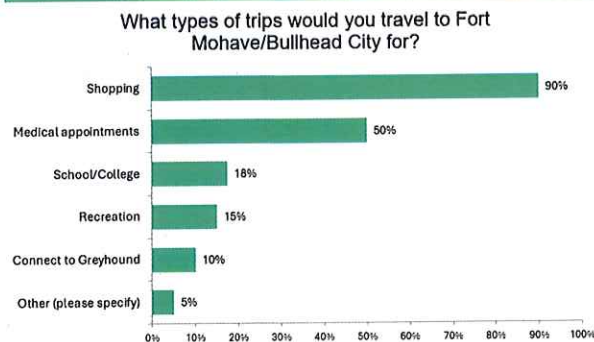
## Outreach – Household Survey

95 Survey Respondents



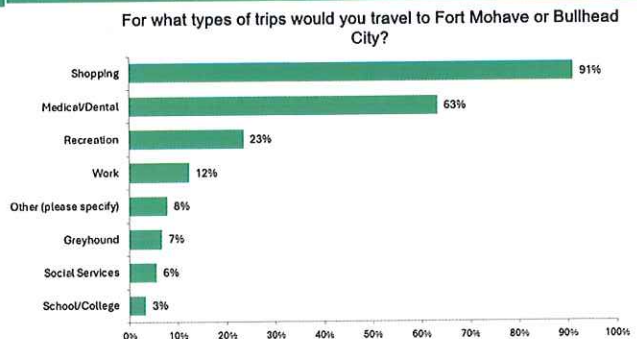
## Outreach – NAT Rider Survey

41 Survey Respondents



## Outreach – Household Survey

95 Survey Respondents





## Project Description

### **Rationale for Restructure**

To address declining ridership and rising costs on the Dial-A-Ride Medical service and to recognize the community's need for access to grocery shopping, plans for a combined shuttle to Fort Mohave and Bullhead City was proposed in the 2020-2025 SRTP. Branded the Fort Mohave/Bullhead Shuttle, the new service is proposed to combine the Dial-A-Ride Medical service with the Shopper Shuttle service to provide more flexibility for medical appointments and more opportunities for residents to obtain groceries and other necessities. To achieve this, the Fort Mohave/Bullhead Shuttle proposes to run two trips per day between Needles, Fort Mohave and Bullhead City on Tuesday and Thursday, allowing passengers to ride for any trip purpose. Providing two trips per day, one morning round trip and one late morning round trip reduces the length of time a passenger must wait to return home from medical appointments and grocery trips, as well as new opportunities to travel later in the morning than is currently possible on existing services.

Combining the trip purpose of the Dial-A-Ride Medical and Shopper Shuttle services onto a single vehicle will maximize the vehicle's capacity and likely lead to increased productivity and cost efficiency. Increasing service frequency to provide four round trips over two days, as the Fort Mohave/Bullhead Shuttle, instead of three round trips over three days currently provided between the two existing programs will increase vehicle revenue miles traveled, but will reduce the number of required service days, service hours and the dwell time of the driver and vehicle waiting to return back to Needles once the last passenger is ready to return.

### **General Parameters for the New Service**

Reservations for the Fort Mohave/Bullhead Shuttle must be made in advance and prepaid on a first-come first-serve basis. Reservations are scheduled by contacting the Needles Regional Senior Center between 9:00 a.m. and 1:00 p.m., Monday through Friday. The required fare must be paid in person at the senior center no later than 11:00 a.m. the day prior to taking a trip.

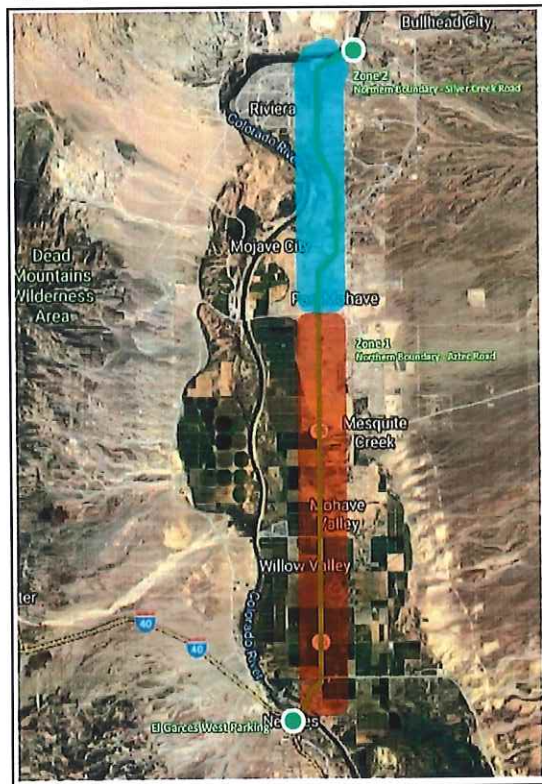
Passengers using the Fort Mohave/Bullhead Shuttle will board the bus at the El Garces west parking lot at approximately 8:15 a.m. to begin the outbound trip into Fort Mohave and Bullhead City. The return trip of the morning run will begin at approximately 10:30 a.m. at the furthest northern point on the route to return back to Needles. The second run of the day will begin by leaving the El Garces at approximately 11:30 a.m. dropping off passengers at their desired destinations in Arizona. The second run of the day will only be scheduled if reservations have been made by passengers for that time slot or if passengers from the morning run were not ready to return back to Needles on the morning return trip and need to be picked up later in the day. This is sometimes the case with passengers with longer medical appointments such as dialysis and out-patient surgery procedures. The return trip of the afternoon run will begin at approximately 1:00 p.m. at the farthest northern point on the route, returning to Needles no later than 3:00 p.m. A proposed route map of the Fort Mohave/Bullhead Shuttle is presented in Figure 3.



The Shuttle will operate on a zone system within a 2 mile radius of Arizona Highway 95, reflected in fares and each zone will include stops identified by the passenger during the trip reservation process. All service is dependent on reservations; however, if a trip does not have service into Zone 2 during one of the two days in service, the Shuttle route will not stop in this Zone.

Zone 1 stops may include Valley View Medical Center, Fort Mohave Walmart Superstore, Safeway, Smith's, CVS and other stops up to the intersection of Arizona Highway 95 and Aztec Road. Zone 2 includes all stops north of Arizona Highway 95/Aztec Road up to and including Silver Creek Road in Bullhead City.

**Figure 3, Fort Mohave/Bullhead Shuttle Proposed Route and Zones**



Inbound Zone 1 stops (the orange highlighted area) will begin at the intersection of Arizona Highway 95 and Aztec Road (Smith's, CVS and Safeway, Fort Mohave locations).

The Fort Mohave/Bullhead Shuttle's pre-paid fare is similar to the fare required on the Shopper Shuttle but split into two zones to provide more choice to riders and to reflect the shorter trip distance in the lower fare:

- Zone 1 between Needles and Fort Mohave – the orange highlighted area;
- Zone 2 the teal highlighted area or those traveling to any point beyond Fort Mohave up to Bullhead City.

The pre-paid fare for Zone 1 is \$9.00 per round trip and the fare for Zone 2 is \$12.00 per round trip as presented in Table 1.

**Table 1, Proposed Fare Structure for Fort Mohave/Bullhead Shuttle**

Fort Mohave/Bullhead Shuttle	
Zone 1 (round-trip)	\$9.00
Zone 2 (round-trip)	\$12.00

The proposed fare structure represents a \$3.00 increase in the Zone 1 fare in the current Dial-A-Ride Medical service from \$6.00 to \$9.00 in efforts to help offset the higher operating cost of long-distance lifeline service and is the

same as the existing Shopper Shuttle service. The proposed zonal fare structure is comparable to those of similar services provided for residents in Blythe, CA traveling to the Coachella Valley on the Blythe Wellness Express (BWE) and for Imperial County residents traveling to San Diego on IVT MedTrans.



## Operating Plan

This operating plan presents a framework for Needles Transit Services to implement the Fort Mohave/Bullhead Shuttle. Estimated operating characteristics are presented based on assumptions from existing services performance, contractual operating guidelines, current funding conditions and potential service use by the consumer. Most utilization estimations in the plan assume service usage at full service which may be higher than is actually realized.

### Twice Daily Schedules

Table 2 presents the potential morning (A.M.) running schedule of the Fort Mohave/Bullhead Shuttle from departure at the El Garces to the furthest point of the route in Bullhead City, and its return for the morning run. The locations presented here represent the major destinations for shopping and medical facilities most likely to be visited by riders of the Dial-A-Ride Medical and Shopper Shuttle services.

The estimated time points are not intended to be a guide for riders but as an operating tool to best estimate vehicle travel along the route. The exact timepoint arrival will depend on the number of riders on each run and the geographic location of their desired destination. The driver will be expected to coordinate return pick-up times with the rider based on the number of additional stops to be made, where those stops are located along the route, and the necessary drive time to return to Needles to begin the afternoon run or end the service day in the event of no afternoon run.

**Table 2, Operating Time Points at Full Service – Morning Run**

Location	Estimated Time Point	Estimated Minutes Between Stops	Mileage
<b>Northbound - Morning</b>			
El Garces (Needles)	8:15 AM		
Valley View Medical Center	8:35 AM	20	12
Walmart Fort Mohave	8:40 AM	5	0.3
Safeway Fort Mohave	8:45 AM	5	0.8
CVS Fort Mohave	8:50 AM	5	0.3
Smith's Fort Mohave	8:55 AM	5	0.1
Target Bullhead	9:05 AM	10	2.7
Silver Creek Rd. Bullhead	9:20 AM	15	5.7
Totals		65	21.9
<b>Southbound - Morning</b>			
Silver Creek Rd. Bullhead	10:15 AM		
Target Bullhead	10:30 AM	15	5.7
Smith's Fort Mohave	10:35 AM	10	2.7
CVS Fort Mohave	10:40 AM	5	0.1
Safeway Fort Mohave	10:45 AM	5	0.3
Walmart Fort Mohave	10:50 AM	5	0.8
Valley View Medical Center	10:55 AM	5	0.3
El Garces (Needles)	11:15 AM	20	12
Totals		65	21.9



The proposed service parameters split the service day into two round trips, one in the morning and one in the afternoon. In the event that no afternoon outbound trips are reserved, the morning return trip may be extended later in the day to allow passengers time to complete their medical appointments or shopping trips where there would otherwise be no need to return to Needles midday to commence an afternoon run. The estimated operating time schedule for the afternoon run is presented in Table 3.

**Table 3, Operating Time Points at Full Service – Afternoon Run**

Location	Estimated Time Point	Estimated Minutes Between Stops	Mileage
<b>Northbound - Afternoon</b>			
El Garces (Needles)	11:30 AM		
Valley View Medical Center	11:50 AM	20	12
Walmart Fort Mohave	11:55 AM	5	0.3
Safeway Fort Mohave	12:00 PM	5	0.8
CVS Fort Mohave	12:05 PM	5	0.3
Smith's Fort Mohave	12:10 PM	5	0.1
Target Bullhead	12:20 PM	10	2.7
Silver Creek Rd. Bullhead	12:35 PM	15	5.7
Totals		65	21.9
<b>Southbound - Afternoon</b>			
Silver Creek Rd. Bullhead	1:15 PM		
Target Bullhead	1:30 PM	15	5.7
Smith's Fort Mohave	1:40 PM	10	2.7
CVS Fort Mohave	1:45 PM	5	0.1
Safeway Fort Mohave	1:50 PM	5	0.3
Walmart Fort Mohave	1:55 PM	5	0.8
Valley View Medical Center	2:00 PM	5	0.3
El Garces (Needles)	2:20 PM	20	12
Totals		65	21.9

### **Vehicle Requirements**

The Fort Mohave/Bullhead Shuttle will initially utilize the fleet of existing dial-a-ride vehicles used to operate the Dial-A- Ride Senior Shuttle, Dial-A-Ride Medical and Shopper Shuttle programs. The new service will follow the existing maintenance program, vehicle storage and fueling procedures in place for dial-a-ride programs. The current fleet consists of three wheelchair accessible paratransit vehicles. Two of the current vehicles have reached the useful life benchmark for vehicle age with odometer readings of 75,697 and 100,524 miles as shown in Table 4.

In the event reservations exceed dial-a-ride vehicle capacity (maximum 4 riders with seating room for groceries), a deviated fixed route (NAT) vehicle can be used to accommodate a maximum of 9 riders



with seating room for groceries. Reservations must be carefully coordinated so that there are never more than 9 riders at any given time.

**Table 4, Dial-A-Ride Program Fleet Inventory**

ID#	VIN	License #	ADA Accessible?	Year and Make	In-Service Date	Useful Life Years	Seating Capacity	Mileage
S-3	10858	1146441	Yes	2002 Ford	7/1/2002	7	7	75,697
S-5	18893	1335656	Yes	2009 Starcraft Starlite	7/1/2009	7	7	100,524
S-6	35613	1626392	Yes	2019 Arboc	4/15/2022	7	8	21,334

The proposed operating structure assumes seven vehicle service hours per day from 8:00 a.m. to 3:00 p.m. at the return of the vehicle to the El Garces at the end of the day. This equates to 728 annual vehicle service hours for the program.

### **Revenue Hours and Contracted Service Rates**

Table 5 presents estimated costs based upon average daily service hours to arrive at annual estimates of service hours.

Hourly service rates are outlined in the current operating contract for FY 24/25 and projected for FY 25/26, then multiplied by the number of proposed service hours for the Fort Mohave/Bullhead Shuttle. The current operations contract term expires June 30, 2025 with one additional 2-year option that could extend the contract term through June 30, 2027. The hourly service cost per day ranges from \$346.57 in FY 24/25 to \$367.71 in FY 26/27, assuming a three percent increase in contractor rates each year. The total annual service hour operating cost is estimated at \$36,043 in FY 24/25 and \$38,242 in FY 26/27. These totals do not include the cost of vehicle insurance or fuel.

**Table 5, Proposed Forth Mohave/Bullhead Shuttle Hourly Operating Cost**

Service Provided	Service Hours per Day	Hourly Rate FY 25	Operating Cost FY 25	Hourly Rate FY 26	Operating Cost FY 26	Hourly Rate FY 27	Operating Cost FY 27
Tuesday	7	\$49.51	\$346.57	\$51.00	\$357.00	\$52.53	\$367.71
Thursday	7	\$49.51	\$346.57	\$51.00	\$357.00	\$52.53	\$367.71
Annualized	728	\$49.51	\$36,043.28	\$51.00	\$37,128.00	\$52.53	\$38,241.84
*Assumes a 3% annual increase in hourly rate **Does not include fixed fee for insurance or actual cost of fuel							

The current service hours schedule for the existing Dial-A-Ride Medical service and the Shopper Shuttle are presented in Table 6. The combination of both existing services could run a maximum of 962 (Med = 7 hours per day x 2 days per week; Shopper = 4.5 hours per day, once per week) annual service hours over the three available service days. In comparison, the proposed service hour schedule for the Fort Mohave Bullhead Shuttle runs a maximum of 728 hours per year at full service.



**Table 6, Existing Dial-A-Ride Medical and Shopper Shuttle Scheduled Service Hours (At Full Service)**

Existing Service Provided	Existing Service Hours Per-Day	Proposed Service Hours Per-Day	Proposed Service Provided
Tuesday DAR Med	7	7	Tuesday FMBS
Wednesday Shopper Shuttle	4.5	0	Wednesday FMBS
Thursday DAR Med	7	7	Thursday FMBS
Annualized	962	728	Annualized

### **Contract Parameters with DAR Operations Contractor**

The current operating contract stipulates that adjustments in annual service hours within 20 percent in either direction will not require a modification of the revenue service vehicle hour rate. The restructuring of existing services to the proposed Fort Mohave/Bullhead Shuttle service reduces annual scheduled service by 234 hours. However, the low utilization of the Dial-A-Ride Medical service in recent years and the potential for higher utilization of the Fort Mohave/Bullhead Shuttle suggests an overall increase in service hours after the restructure.

It is also expected that the cost of fuel, that is reimbursed at actual cost, will grow due to the expected increase in service miles by extending the Shopper Shuttle service area beyond Fort Mohave and into Bullhead City. In addition to fuel, the current operations contract includes a fixed monthly fee to cover the cost of insurance for the demand response vehicles. Per the contract, this is included in the operation contractor's monthly invoice in addition to the vehicle service hours and actual fuel expenses.

Vehicle service miles are calculated from the time of leaving base to return to base including deadhead and vehicle dwell time. Table 7 shows the current annual vehicle service miles for the Dial-A-Ride Medical service and the Shopper Shuttle along with the projected vehicle service mile estimation of the proposed Fort Mohave/Bullhead Shuttle at maximum service. For this projection, maximum service is defined as service provided from the El Garces to the furthest service area point in Bullhead at two runs per day, twice per week. Actual service utilization will likely be realized at lower levels than this estimation, as not all passengers will need to travel as far as Bullhead or that there may not be full demand for both service runs each day.

The proposed route structure estimates 22 service miles in each direction between the El Garces and Bullhead. At two round trips per day and two service days per week, the proposed service projects 9,152 annual vehicle miles. This is a significant increase in service miles if the Fort Mohave/Bullhead Shuttle operates at full capacity for a full year compared to the actual service miles incurred between the Dial-A-Ride Medical and Shopper Shuttle services currently. This is due to the current low demand for the Medical service that is not in use on all available service days.



**Table 7, Vehicle Service Mile Estimation for Two Existing and Proposed New Service**

Service Provided	Actual Service Miles FY 23	Actual Service Miles FY 24	Proposed Service Miles FY 25	Proposed Service Miles FY 26
Dial-A-Ride Medical, Existing	880	820		
Shopper Shuttle, Existing	1,529	1,595		
Fort Mohave Bullhead, Proposed			9,152	9,152
<b>Total</b>	<b>2,409</b>	<b>2,415</b>	<b>9,152</b>	<b>9,152</b>

### **Total Operating Costs**

The proposed Fort Mohave/Bullhead Shuttle service assumes an operating cost of \$50,497 in FY 24/25 that increases to \$54,032 in FY 25/26 as shown in Table 8. Under current conditions, the cost of insurance for the Senior Dial-A-Ride, Dial-A-Ride Medical and Shopper Shuttle programs average roughly \$1,800 per month. The Fort Mohave/Bullhead Shuttle insurance estimates are based on the contracted monthly rate for insuring one vehicle. Future year estimates assume three percent annual increases.

Current fuel costs for Needles Dial-A-Ride programs equate to roughly \$0.40 per mile. Assuming an estimated annual vehicle service mileage for the Fort Mohave/Bullhead Shuttle at maximum service of 9,152 the proposed service could generate fuel costs of approximately \$3,600 annually, depending on the price of fuel. City costs are inclusive of administrative/general government at \$4,150 and include annual increases of three percent to account for inflation.

An additional cost, to be borne by the City, will include an initial advertising campaign to introduce residents to the Fort Mohave/Bullhead Shuttle. The campaign will aim to ensure that the public is aware of the new service and how to use it. Advertising costs include the development and production of program flyers and rider guides as well as promotional tote bags for further program visibility. The Year 1 total for advertising is budgeted at \$5,500 with an additional \$2,000 being spent each year to replenish the stock of promotional collateral. Marketing materials could include the development of a rider's guide, flyers, fact sheets, mailing costs for current registered users and branded shopping bags. Table 9 presents the full program cost, including the contractor's service hour expense, fuel and insurance expense and a modest overhead expense to the City.



Table 8, Proposed Operating Budget for Fort Mohave/Bullhead Shuttle

Fort Mohave/Bullhead Shuttle	FY 24/25	FY 25/26	FY 26/27
<b>Operating Costs</b>			
Annual Vehicle Service Hours (RVSH)	728	728	728
RVSH Rate	\$49.51	\$51.00	\$52.53
Total RVSH Costs	\$36,043	\$37,128	\$38,242
Insurance*	\$7,194	\$7,410	\$7,632
Fuel**	\$3,060.00	\$3,366.00	\$3,702.60
City Costs (Admin)***	\$4,150	\$4,275	\$4,403
Operating Cost Sub-Total	\$50,497	\$52,229	\$54,032
<b>One-time Advertising Costs (optional)</b>			
Promotion (includes printing)	\$5,000	\$2,000	\$2,000
Promotional tote bags	\$500	\$0	\$0
Optional Cost Sub-Total	\$5,500	\$2,000	\$2,000
<b>Grand Total</b>	<b>\$55,997</b>	<b>\$54,229</b>	<b>\$56,032</b>

\* Allocates the fixed fee monthly insurance cost for one bus; assumes 3% annual increase

\*\* At \$0.41 per mile based on current FY 24 DAR fuel cost and total miles, increased annually by 10%

\*\*\* Increases by 3% annually

### **Capital Needs**

The current Needles Dial-A-Ride is supported by three wheelchair accessible cutaway vehicles that are rotated between services depending on the number of passengers to be carried. It is anticipated that a new dial-a-ride vehicle will need to be purchased in FY 24/25 to replace an aging vehicle in the current fleet. Funding for the new vehicle will be coordinated with the San Bernardino County Transportation Authority (SBCTA) once any replacement vehicles have been identified in the SRTP for the City of Needles.



## Existing Service Performance and Ridership Estimates

### Service Performance Historical Experience

The projected performance output for the Fort Mohave/Bullhead Shuttle builds upon the current performance measures of the two existing Dial-A-Ride Medical and Shopper Shuttle services. A summary of performance measures for the Dial-A-Ride Medical service is presented in Table 9, as experienced over the past seven years. Ridership on the Medical service peaked in FY 18/19 at 142 trips but has declined over the past five years. The COVID-19 pandemic may have had some effect on service demand.

Table 9, Dial-A-Ride Medical Performance Summary

	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Trend
<b>Needles Dial-A-Ride Medical</b>								
Ridership	135	142	105	82	46	58	50	
Service Hours	456	534	505	191	44	65	47	
Revenue Miles	3,660	4,435	4,431	1,682	666	880	881	
Operating Cost **	\$27,351	\$32,045	\$19,146	\$14,091	\$12,220	\$8,828	\$9,075	
Fare Revenue	\$1,032	\$1,668	\$1,224	\$511	\$240	\$246	\$246	
<b>Key Performance Metrics</b>								
Passengers per Hour	0.3	0.3	0.2	0.4	1.0	0.9	1.1	
Passengers per Mile	0.04	0.03	0.02	0.05	0.07	0.07	0.06	
Cost per Passenger	\$202.60	\$225.67	\$182.34	\$171.84	\$265.66	\$152.21	\$181.50	
Cost per Service Hour	\$59.98	\$60.01	\$37.91	\$73.77	\$277.73	\$135.82	\$193.08	
Cost per Revenue Mile	\$7.47	\$7.23	\$4.32	\$8.38	\$18.35	\$10.03	\$10.30	
Farebox Recovery	3.8%	5.2%	6.4%	3.6%	2.0%	2.8%	2.7%	

The Shopper Shuttle service was launched in July 2019, so in contrast to the Dial-A-Ride Medical service, there are only four years of performance to report. The Shopper Shuttle provided 288 passenger trips in its first year of service, generating 162 service hours and 1,632 service miles. With an operating cost of \$21,161, the average cost per passenger was \$73.48 with a productivity indicator of 1.8 passengers per hour (Table 10). Ridership has increased in the most recent fiscal year, delivering 444 trips with a per trip cost of only \$21.29 and improving to carrying 2.9 passengers per hour.



Table 10, Shopper Shuttle Performance Summary

	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Trend			
Needles Shopper Shuttle									
Ridership	288	360	238	340	444	<div></div>	<div></div>	<div></div>	<div></div>
Service Hours	162	153	128	138	152	<div></div>	<div></div>	<div></div>	<div></div>
Revenue Miles	1,632	1,704	1,487	1,595	1,723	<div></div>	<div></div>	<div></div>	<div></div>
Operating Cost	\$21,161	\$15,574	\$13,507	\$9,758	\$10,030	<div></div>	<div></div>	<div></div>	<div></div>
Fare Revenue	\$2,664	\$1,690	\$1,121	\$1,593	\$2,057	<div></div>	<div></div>	<div></div>	<div></div>
Key Performance Metrics									
Passengers per Hour	1.8	2.4	1.9	2.5	2.9	<div></div>	<div></div>	<div></div>	<div></div>
Passengers per Mile	0.18	0.21	0.16	0.21	0.26	<div></div>	<div></div>	<div></div>	<div></div>
Cost per Passenger	\$73.48	\$43.26	\$56.75	\$28.70	\$22.59	<div></div>	<div></div>	<div></div>	<div></div>
Cost per Service Hour	\$130.62	\$101.79	\$105.52	\$70.71	\$65.99	<div></div>	<div></div>	<div></div>	<div></div>
Cost per Revenue Mile	\$12.97	\$9.14	\$9.08	\$6.12	\$5.82	<div></div>	<div></div>	<div></div>	<div></div>
Farebox Recovery	12.6%	10.9%	8.3%	16.3%	20.5%	<div></div>	<div></div>	<div></div>	<div></div>

### **Ridership and Performance Projections**

The proposed Fort Mohave/Bullhead Shuttle provides travel opportunities four times per week with two round trips per day, twice per week. This configuration provides three more opportunities for shoppers than is currently available on the Shopper Shuttle and does not require shoppers to begin their day before 8:00 a.m. Additionally, it is also assumed that the shorter wait times to return back to Needles will attract more riders for medical purposes who no longer have to wait until the late afternoon to return home. This has been required under the current service configuration to allow adequate time for dialysis patients or persons with later appointment times during the day that may have suppressed utilization. For individuals with appointments that may last several hours or that have appointment times later in the morning, the second run of the day guarantees they will have a return ride home.

The projected ridership presented in Table 11 builds upon current ridership and assumes four riders completing four round trips per service day over the two provided vehicle runs in the first year of service. This projection results in 832 trips in FY 24/25, and assumes a five percent increase in trip volume in FY 25/26. The fare revenue estimates presented in Table 12 assume that 80 percent of riders will only travel within Zone 1 at the round-trip fare of \$9.00 and 20 percent of riders will pay the \$12.00 fare to travel in Zone 2. These service projections would result in an average cost per passenger of \$60.69 and \$59.76 and a farebox recovery of 15.8% and 16.1% in the first and second year of service respectively.



**Table 11, Fort Mohave Bullhead Shuttle Service Projections**

<b>Fort Mohave/Bullhead Shuttle</b>	<b>FY 24/25</b>	<b>FY 25/26</b>
Passenger Trips	832	874
Service Hours	728	728
Service Miles	9,152	9,152
Operating Cost	\$50,497	\$52,229
Fare Revenue	\$7,987	\$8,390
Passenger per Hour	1.1	1.2
Passengers per Mile	0.09	0.10
Cost per Passenger	\$60.69	\$59.76
Cost per Service Hour	\$69.36	\$71.74
Cost per Service Mile	\$5.52	\$5.71
Farebox recovery	15.8%	16.1%

### **Funding Plan**

Funding for the Fort Mohave/Bullhead Shuttle in FY 24/25 is budgeted through California State Transit Assistance Program (STA) funds derived from bond proceeds and sales tax on diesel, and from Senate Bill (SB) 125 population-based formula funding allocated by regional transportation planning agencies. Transit funding will be used to cover the operating cost of the program less the passenger fare collected from riders. Table 12 presents the total operating cost and revenue forecast for the Fort Mohave/Bullhead Shuttle in FY 24/25 at \$55,997 and at \$54,229 in FY 25/26, inclusive of marketing and advertising costs. Any shortfall in passenger revenue would be augmented by SB125 funds, secured by SBCTA in the amount of \$247,084 to be used to cover the pilot shuttle's expenses until exhausted.

**Table 12, Fort Mohave Bullhead Shuttle Funding Forecast**

<b>Fiscal Year</b>	<b>Operating Expense</b>	<b>Passenger Fare Revenue</b>	<b>STA Population</b>	<b>SB 125</b>
FY 24/25	\$55,997	\$7,987	\$25,000	\$23,010
FY 25/26	\$54,229	\$8,390	\$0	\$45,839
<b>Totals</b>	<b>\$110,226</b>	<b>\$16,377</b>	<b>\$25,000</b>	<b>\$68,849</b>





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

☒ CITY COUNCIL ☐ NPUA

☒ Regular ☐ Special

**Meeting Date:** February 11, 2025

**Title:** Approve a Logo for the Dial-a-Ride Specialized Transportation and Fort Mohave/Bullhead Shuttle Services (DAR services)

**Background:** As part of the implementation of the Fort Mohave/Bullhead Shuttle program, the San Bernardino County Transportation Authority (SBCTA) retained a consulting firm, Transit Marketing, to design a new logo for DAR services. The introduction of the new logo will enhance public recognition and promote the availability of these transit services alongside the launch of the Fort Mohave/Bullhead Shuttle.

The logos will be incorporated into marketing materials, rider guides, the transit website, and other informational resources for the Dial-a-Ride Specialized Transportation Services and Fort Mohave/Bullhead Shuttle Services.

**Fiscal Impact:** N/A. Funded by SBCTA

**Recommended Action:** Approve the logo for the Dial-a-Ride (DAR) Specialized Transportation and Fort Mohave/Bullhead Shuttle Services.

**Submitted By:** Cheryl Sallis, Community Services Manager

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

**Date:** 2/5/2025

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

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐





# ***NEEDLES Shuttle***

***Fort Mohave/Bullhead***



# ***NEEDLES Dial-a-Ride***

***Specialized Transportation***



ORDINANCE NO. 671-AC  
**AMENDED**

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. **Take all paint materials with you when you leave.** 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**, as amended, at a regular meeting of the City Council of the City of Needles, California, held on the 25th 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





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

☒ CITY COUNCIL ☐ PLANNING COMMISSION ☒ Regular ☐ Special

**MEETING DATE:** February 11, 2025

**TITLE:** City of Needles Website Update

**BACKGROUND:** In July 2024, the City Council approved a proposal from Tripepi Smith to provide marketing and public affairs professional services to support the City's strategic initiatives. As part of this collaboration, City staff has adopted a comprehensive, ground-up approach to leveraging Tripepi Smith's expertise in advancing the City Council-adopted Economic Investment Plan.

This plan serves as a strategic blueprint designed to attract investment in key sectors, including residential development, retail and restaurants, industrial growth, hospitality, and tourism. By implementing targeted strategies, the City aims to enhance economic vitality and create new opportunities for businesses, investors, and residents.

A critical component of this initiative is the redesign of the City of Needles website. City staff directed Tripepi Smith to prioritize this project to establish a modern, user-friendly, and visually engaging digital platform that serves as a primary touchpoint for potential investors, visitors, and future residents. The updated website is designed to improve accessibility, navigation, and overall user experience, ensuring that key information on economic development, city services, and community resources is readily available and easy to access.

In the coming weeks, a social media policy will be presented to the City Council to outline the next steps for utilizing social media as a tool to implement the Council-adopted Economic Investment Plan. This policy will establish a clear framework for how the City will use social media to enhance communication, engagement, and outreach efforts.

Once the policy is in place, Tripepi Smith can focus on leveraging digital platforms to attract investment and new residents to the community, further strengthening the City's marketing strategy. The redesigned City of Needles website will serve as the dedicated landing page, providing a centralized, user-friendly platform where investors, businesses, and prospective residents can access key information about opportunities in Needles. The completion of the website redesign will be a critical step in ensuring that all digital engagement efforts align with the City's economic development goals.

**RECOMMENDATION:** Information only

**SUBMITTED BY:** Kathy Raasch, Development Services Director/Capital Projects  
Patrick Martinez, City Manager

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

**Date:** 2/6/2025

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

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐





**TRIPLEPI SMITH**  
marketing • technology • public affairs

Proposal for:  
Marketing Consultants

# CITY OF NEEDLES



Submitted:  
April 30, 2024

By:  
Ryder Todd Smith, Co-Founder & President  
Devyn Fisher, Senior Business Analyst





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## Tripepi Smith Testimonial

“

We look forward to another year of partnership. **Tripepi Smith has helped us strengthen our engagement and communication with residents.** From the development of sophisticated annual reports to consistent social media support, our team in American Canyon has reaped numerous benefits from collaborating with Tripepi Smith on important City initiatives.

”

**Jen Kansanback**  
Communications Manager, City of American Canyon







# 1. COVER LETTER

Tripepi Smith is pleased to submit this proposal in response to the City's Request for Proposals for Marketing Services to enhance residential development, retail development, industrial development, tourism and hospitality. In alignment with the City's objectives and goals, we propose a Time & Materials approach that offers flexibility to meet the City of Needles unique needs.

Tripepi Smith has a deep understanding of the unique dynamics of local communities: over 200 local government agencies, primarily in California, have chosen us to support their communications needs. Our experience spans numerous successful initiatives, where we have consistently achieved tangible, impactful results: increased development, community engagement, government transparency and more.

The team consists of nearly 60 communication experts — robust enough to support your goals, yet small enough to be nimble and responsive. We offer a spectrum of skills that allows us to match the appropriate resource to the task at hand, letting us execute faster at reduced engagement costs. These resources vary by both years of experience and core hard skills (graphic design versus videography versus writing versus social media, for example). Independent of skill set, each team member is active in the world of local government. The result: we can tell impactful, localized stories across communication mediums, all within our one team. The City will need only one marketing and communications partner.

This proposal contains an explanation of Tripepi Smith's understanding of the City's goals, as well as our approach to partnering in accomplishing them. We are confident that our multi-faceted team, dedication and proven track record make us the right partner for Needles. Thank you for considering us in this endeavor. We eagerly anticipate the chance to discuss our proposal in more detail.

Regards,

**Ryder Todd Smith**

Co-Founder & President, Tripepi Smith

Ryder@TripepiSmith.com • (626) 536-2173 • P.O. Box 52152, Irvine, CA 92619

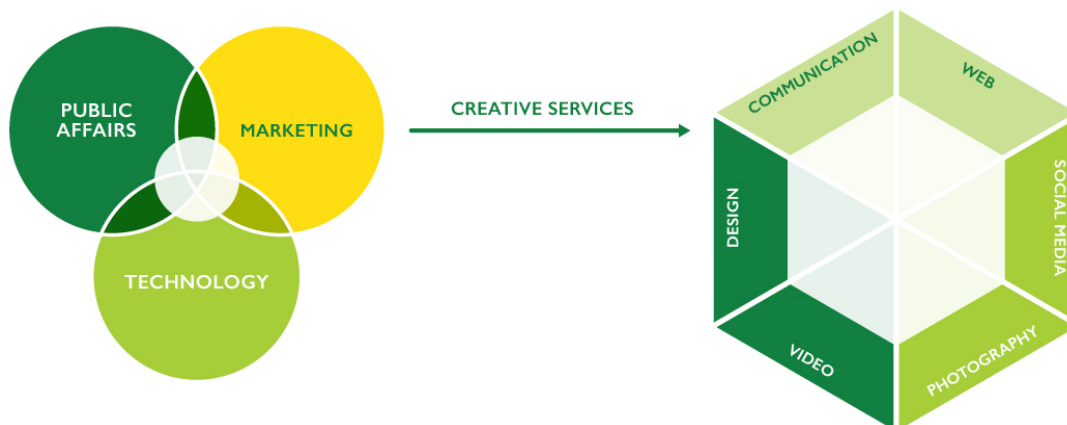
Ryder is the contact person responsible for this response and has the authority to bind Tripepi Smith for this proposal.








## 2. CONSULTANT FIRM'S CORE SERVICES AND EXPERTISE

Tripepi Smith excels at public affairs. We work in a complex environment where successful communications go hand-in-hand with marketing and technical expertise. As a full-service public affairs and creative services firm, Tripepi Smith delivers strategy, outreach and design tailored for local government, public agencies, nonprofits and private companies—each strongly represented in our client list.



At Tripepi Smith, experienced Directors and Analysts drive strategy and implement messaging. Full-time creative professionals generate compelling branding, websites, design, social media, photography and video. The collaboration between Creative Services and Analysts keeps communications engaging and on-message, and a diversity of skillsets and expertise allows Tripepi Smith to offer clients exactly the level of service they need.

Additionally, printing, niche website development needs or for mailing, we may use subcontractors. These are often determined at the time of the need, so it is difficult to predict who that will be. However, here is a list of potential firms or people we routinely subcontract with:

-  InfoSend – Print and Mail House Services
-  DLS Printer Services – High-end Printing for Collateral
-  Emily Baker – Voiceover Work

**Grounded in civic affairs:** Co-founder and CFO Nicole Smith is a 2<sup>nd</sup>-generation civic affairs professional (her father was a city manager for 30 years). Meanwhile, co-founder and president of Tripepi Smith, Ryder Todd Smith, brings over a decade of public agency marketing and communications experience to the table.

### Legal Structure and Financial Matters

Tripepi Smith is a California S Corporation. Ownership is equally split between Co-Founders Nicole D. Smith and Ryder Todd Smith. Tripepi Smith has been incorporated since 2002 and has generated a profit every year it has been in operation. We have never had a legal claim filed against us and have never failed to fulfill a contract commitment.





### Strategic

Tripepi Smith is a provider of technology, communications and public affairs services. We leverage our skills and experiences in each of these areas to deliver efficient, technologically driven communication solutions that reflect our deep understanding of local government. Our team has a strong record of working with public agencies, joint powers authorities and not-for-profit organizations throughout California to better engage and connect with their stakeholders and community.

### Creative

Tripepi Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services around email campaigns, social media, blogging, SEO, video production and more. This integrated approach to content development makes the process more efficient and more effective for clients.

### Tripepi Smith Testimonial

“

One of the cornerstones of effective local government is transparency, and Tripepi Smith's marketing expertise and understanding of the Napa community continually makes them the ideal partner for communications support.

”

**Jaina French**

Community Relations, City of Napa



### Content x Distribution = IMPACT

Tripepi Smith was born in the digital era and brings significant technical skills to the table. Members of our team carry technical certifications in Hootsuite Social Media Marketing, Facebook Blueprint, Google Advertising, Google Analytics and Twitter Flight School, among others. We take digital platforms seriously and recognize how critical it is to not only develop great visuals and messaging, but to ensure the audiences we want to reach actually see that content. Without content distribution, there is no impact.















## Key Advantages

No other communications firm has the public agency client depth and diversity that Tripepi Smith offers. We gain insights from the breadth of our work and share that knowledge with our 200+ public agency clients, which yields key advantages:








-  **Expertise In Industry-Standard Platforms:** Our team has a firm grasp of social media and digital platforms, exemplified by numerous certifications — from Meta and YouTube to Twitter and Meltwater — outclassing other public affairs firms in California that we have come across.
-  **Breadth Of Expertise:** The breadth of Tripepi Smith’s team — from policy to videography to graphic design — is rare. The result: we have an ability to tell a complete story across all mediums, all within our one team.
-  **A Deep Understanding Of Local Issues:** Tripepi Smith’s work with other public agencies and municipal partners benefits each client as we translate practical field experience into outreach strategies tailored to their unique circumstances. Moreover, we are known for our mastery of the art of local government communications. We make civic matters relatable and engaging for stakeholders, from constituents to elected officials to private partners and more.
-  **Integrated Offerings:** Tripepi Smith owns two local government publications: PublicCEO and Civic Business Journal. Together, they boast a subscriber base of over 17,000 city managers, county administrators, public executives and public employees. These platforms guarantee effective placement of client stories and ideas, maximizing their digital reach.

## Services Offered

### Strategy, Marketing, Communications

-  Strategic development, research, surveys, messaging
-  Social media management
-  Web and social media strategy, optimization (SEO), metrics
-  Web hosting and support
-  Email campaigns
-  Relations (media, stakeholders, public, government)
-  Support and training for events, presentations and virtual gatherings
-  Google AdWords, LinkedIn, YouTube and Meta advertising

### Creative Services






-  Full-service graphic design for digital, print and outdoor
-  Brand and logo development
-  Content generation, writing and editorial
-  Output services (digital distribution, print management, mail management)
-  Photography, illustration and information graphics
-  Video and animation
-  Web design and implementation





## Partner Services

When it comes to high-end printing, mailing to thousands of mailboxes, language translation/interpretation or professional voiceover work for videos, we may use subcontractors to execute the work. These are often determined at the time of the need, so it is difficult to predict who that will be. However, here is a list of potential firms or people we routinely subcontract with:

-  InfoSend – Print and Mail House Services
-  DLS Printer Services – High-end Printing for Collateral
-  Emily Baker – Voiceover Work
-  FlashVote – Scientific Decision Data Services
-  Fairbank, Maslin, Maullin, Metz & Associates (FM3 or FM3 Research) – Voter Survey Research, Polling And Surveys





## Team Tripepi Smith

**Ryder Todd Smith**  
Co-founder & President

**Nicole Smith**  
Co-founder & CFO

### Creative Services

**Kevin Bostwick**  
Creative Director

**Katherine Griffiths, APR**  
Principal, Editorial Lead

**Cameron Grimm**  
Director, Video, Animation

**Jennifer Nentwig, APR**  
Principal

**Jennifer Vaughn**  
Principal

**Kjerstin Wingert**  
Sr. Designer,  
Sr. Photographer

**Melanie James**  
Sr. Business Analyst,  
Sr. Designer, Sr. Web Developer

**Saara Lampwalla**  
Sr. Business Analyst

**Karen Villaseñor**  
Sr. Business Analyst

**Sara Madsen**  
Sr. Business Analyst, Sr. Designer

**Nolan Voge**  
Bus. Analyst, Video, Photo

**Sydni Overly**  
Sr. Business Analyst

**Kaitlyn Wu**  
Sr. Business Analyst

**Ethan De La Peña**  
Jr. Analyst, Video

**Jenni Wechsler**  
Jr. Analyst, Design

**Sienna Boyd**  
Sr. Business Analyst

**Devyn Fisher**  
Sr. Business Analyst

**Alexis Mendez**  
Jr. Analyst, Design

**Daniel Ceruti**  
Jr. Analyst, Video

**Kylie Sun**  
Business Analyst

**Kaetlyn Hernandez**  
Business Analyst

**Josh Hernandez**  
Jr. Analyst, Video

**Audrin Baghaie**  
Jr. Analyst, Video

**Cailyn Thompson**  
Business Analyst

**Melanie Moore**  
Business Analyst

**Jenna Haubruge**  
Jr. Analyst

**Christina Haverilla**  
Jr. Videographer

**Charlie Mounts**  
Business Analyst

**Kalee Cummings**  
Business Analyst

**Skyler Addison**  
Business Analyst

**Alyson Nichols**  
Business Analyst

**Peter Johnson**  
Business Analyst

**Valerie Nevarez**  
Business Analyst

**Jacob Lyle**  
Business Analyst

**Amy Gallagher**  
Jr. Business Analyst

**Morgan Mock**  
Jr. Business Analyst

**Kayla Cao**  
Jr. Business Analyst

**Kendall Lowery**  
Jr. Business Analyst

**Madeline Wilson**  
Jr. Business Analyst

**Mackenna Morrice**  
Jr. Business Analyst

**Maximilian Weirach**  
Jr. Website Developer

**Devin Antonio**  
Jr. Business Analyst

**Mia Valenzuela**  
Jr. Business Analyst

**Olivia Rizzuto**  
Jr. Business Analyst

**Abigail Wolf**  
Jr. Business Analyst

**Sarah Klem**  
Jr. Business Analyst

**Sydney Fitch**  
Jr. Business Analyst

**Kiran Kruse**  
Jr. Business Analyst

**Kara Cato**  
Jr. Business Analyst

**Dominick Beaudine**  
Jr. Business Analyst

**Hannah Wedepohl**  
Jr. Business Analyst

**Avi Vemuri**  
Jr. Business Analyst

**Claire Blodgett**  
Jr. Business Analyst

**Laurel Yocum**  
Jr. Business Analyst





## Clients

Tripepi Smith has been selected to work with nearly 200 local government agencies to help with their communications. We can provide you with contacts at any of these clients and are confident you will find them to be quite happy with our services.

California Joint Powers Insurance Authority	City of La Puente	City of Santa Cruz
City of Aliso Viejo	City of Lake Forest	City of Santa Paula
City of American Canyon	City of Laguna Hills	City of Saratoga
City of Anaheim	City of Laguna Niguel	City of Tracy
City of Azusa	City of Lancaster	City of Tustin
City of Bellflower	City of Livermore	City of Twentynine Palms
City of Claremont	City of Lomita	City of Vallejo
City of Coronado	City of Lynwood	City of Vista
City of Covina	City of Manhattan Beach	City of Westlake Village
(City of) Culver City	City of Manteca	(City of) Yuba City
City of Cupertino	City of Martinez	Town of Yucca Valley
City of Cypress	City of Millbrae	Town of Windsor
(City of) Daly City	City of Morgan Hill	California Choice Energy Authority
City of Danville	City of Murrieta	Citrus Heights Water District
City of Downey	City of Napa	Costa Mesa Sanitary District
City of Duarte	City of Newport Beach	El Toro Water District
City of El Cerrito	City of Norwalk	Municipal Management Association of
City of Fountain Valley	City of Orange	Northern California
City of Fullerton	City of Orinda	Orange County City Manager Associations
City of Grover Beach	City of Palm Desert	Rowland Water District
City of Hawaiian Gardens	City of Palmdale	San Gabriel Valley City Manager Association
City of Hercules	City of Paramount	South Orange County Wastewater Authority
City of Huntington Beach	City of Pico Rivera	
City of Indian Wells	City of Rancho Palos Verdes	
City of Industry	City of Rancho Mirage	
City of Irvine	City of Renton, WA	
City of La Cañada Flintridge	City of Riverbank	
City of La Palma	City of Rolling Hills Estates	
	City of Santa Clarita	






### 3. KEY PERSONNEL AND QUALIFICATIONS

We anticipate that Principal **Jennifer Nentwig and Ryder Todd Smith** will serve as an advisors on the engagement, available to offer strategic advice and to make leadership presentations. Senior Business Analyst **Devyn Fisher** will serve as account/project manager. She will be the main liaison for contracts and invoices and will also oversee the project team. Junior Business Analyst's **Madeline Wilson and Claire Blodgett** will assist with project management and day-to-day project support.

Should any key personnel become unavailable during this engagement, Tripepi Smith will quickly substitute with other Tripepi Smith resources who have commensurate experience, knowledge and/or skill sets. You can learn more about our individual backgrounds and qualifications at [www.TripepiSmith.com/Our-Team](http://www.TripepiSmith.com/Our-Team).

Team Member	Role Description
 <p><b>Ryder Todd Smith</b> Principal</p> <p><i>Role: Strategic Advisor</i></p>	<p><b>Ryder</b> has over 20 years of experience in government relations, technology and marketing. As president, he leads Tripepi Smith and is the ultimate project owner of its clients, which span over 90 public, private and non-profit agencies. Ryder is also the creator of the City Internet Strategies Study, publisher of the Civic Business Journal and a frequent speaker on the local government circuit. Additionally, his insights have been published by industry-leading publications, such as Western City Magazine and Public Management Magazine, and local government professional organizations, such as the California City Management Foundation and Municipal Management Association of Northern California have recognized and awarded his support as a longtime partner.</p> <p>Before Tripepi Smith, Ryder served as a senior vice president of operations and chief information officer for a software-as-a-service startup in the financial services sector. Prior to that, he was the technology manager for a regional staffing firm.</p>





**Jennifer Nentwig**  
Principal

*Role: Strategic Advisor*

**Jen** is a talented, well-rounded communications professional and project manager with more than 14 years of experience serving government organizations. She has built and implemented programs in strategic communications, media relations, internal communication, community relations and social media. Her skills include website and social media management, development of content including articles, speeches, talking points and FAQs, as well as event planning and implementation. Jen's clients include the City of Vallejo, City of Lomita, Costa Mesa Sanitary District, City of Livermore and City of Lancaster. Jen earned a Bachelor's Degree in Political Science from the University of Notre Dame and a Master's Degree in Global Leadership from the University of San Diego.

She is a Hootsuite Social Marketing Professional, is Facebook Blueprint certified, and has her Accreditation in Public Relations from the Public Relations Society of America (PRSA).

Jen is located in Phoenix, AZ.



**Devyn Fisher**  
Senior Business Analyst

*Role: Account Manager*

**Devyn** is a detail-oriented and results-driven communicator, who is committed to understanding an organization's mission and values to craft key messaging that aligns with organizational objectives. She graduated from Cal Baptist University with a Master of Arts in Strategic Communication and from Northern Arizona University with a Bachelor of Science in Strategic Communication. Equipped with a strategic communication mindset, Devyn brings comprehensive experience in developing engaging content for traditional and social media within the local government sector. She began her career in local government with the City of Flagstaff and continued to strengthen her skillset with the City of Fontana and City of Jurupa Valley.

Devyn's client work includes the City of Cupertino, City of Pleasanton, Harlingen Waterworks System, City of San Fernando, and the City of Palmdale.

Devyn is located in Flagstaff, AZ





**Madeline Wilson**  
Junior Business Analyst

*Role: Project Support*

Madeline is a marketing professional with a versatile set of skills including social media management, marketing strategy, copywriting, and more. She graduated from the University of Utah with a degree in Marketing and is passionate about using her skills to educate. Madeline developed her skills in a variety of industries including non-profit, technology, and local government, and has been a key player in expanding the reach and effectiveness of communications for small businesses.

Madeline is a certified Hootsuite Marketing Professional.



**Claire Blodget**  
Junior Business Analyst

*Role: Project Support*

**Claire** is a skilled communicator with a diverse background in research, translation, and marketing. She graduated from the University of California, Santa Barbara with a degree in Global Studies and minors in Labor Studies and Portuguese. With this academic background, she holds a thorough understanding of the intersection between social, political, environmental and economic processes which affect our institutions and society. As an undergraduate, Claire developed her research abilities writing case studies for the Global Studies Department and strengthened her marketing skills as an Experiential Marketing Coordinator for Shabang Music Productions. Following her graduation, Claire became a Social Media & Marketing Intern for Movido, a wellness brand, whilst teaching English in Alicante, Spain through the North American Language and Culture Assistant Program (NALCAP).

Depending on workload, timing of project and skill needs, Tripepi Smith reserves the right to swap in additional junior resources to assist with this project.





## 4. APPROACH AND IMPLEMENTATION

The City of Needles has requested a variety of deliverables for each Four (4) core areas. Each core area has a wide range of potential services with potential crossover marketing. Tripepi Smith is proposing the following action plan:

1. Meeting with Needles City Manager to review priorities
2. Choose three projects or tasks to complete with a budget estimate of \$10,000 to build a collaboration experience with City Staff and to settle into the work and research.
3. Evaluate the first round of deliverables and deploy a plan for the remaining \$30,000 in Year 1
4. Execute the tasks for Year 1 plan and check in monthly with a one hour account review call
5. In month eleven of Year 1, devise a Year 2 plan and task list to execute for the City
6. Continue monthly check in meetings with City Staff
7. In month eleven of Year 2, devise a Year 3 plan and task list to execute for the City
8. Continue monthly check in meeting with City Staff through end of engagement

Tripepi Smith is assigning Senior Business Analyst Devyn Fisher as our primary lead on the engagement given her geographic proximity and familiarity with the area. However, to save money and apply appropriate resources, Tripepi Smith anticipates using Junior Business Analyst level staff to perform market research and other labor intensive activities to stretch the value of the City's budget. Oversight on their work will be provided by Devyn. Principals will be engaged when strategy discussions surface and for overall QA review when needed. It is anticipated Ryder will participate in the kickoff call and on two additional calls a year. Ryder will also be available to take calls as needed from the City Manager.

Tripepi Smith has several tools in its arsenal to deploy for the City of Needles.

1. Tripepi Smith has an enterprise Meltwater account and can leverage that to devise media lists and media hits on keywords.
2. Tripepi Smith has an enterprise implementation of Sprout Social to manage numerous social media platforms and to monitor content on social media platforms, if requested.
3. Tripepi Smith has four Facebook Blueprint-certified professionals on our team who can lead the implementation of best practices for Facebook, including digital advertising campaigns as determined to be needed.
4. Tripepi Smith is a Google Advertising Partner and has two members of our team who are Google Ads certified to affirm their skills to leverage digital advertising that benefits the City's advertising needs.
5. Tripepi Smith has full in-house graphic design capabilities to develop collateral materials as requested by the City for the various needs – both digital and print – noted as part of broader marketing plan.
6. Tripepi Smith uses Google Apps to share, in real time, content and action steps with our clients. These client workspaces create a seamless collaboration between Tripepi Smith and our clients and provide a quick and easy platform for our clients to access content and resources that we have provided. Even when Tripepi Smith is remote, our Google Apps bring us closer together.





The following are Year 1 ideas to implement in each core area with some reasonable sense of the City's annual budget for this effort.

## Residential Development

- Optimize and complete LinkedIn profile for City
- Post once a month to LinkedIn with residential-related content
- Devise information door hanger on resident owner-occupied rehab program for code enforcement delivery

## Retail / Restaurant Development

- Monthly SM post with paid promo (All QTR's)
- Annual Demographic/Market report & Map to the top 100 retailers/developers
- Annual One Sheet city demographics /retail and CO. River region (1<sup>st</sup> QTR)
- Annual Property map w/ key retail sites (online / printable) (1<sup>st</sup> QTR)

## Industrial Development

- Leverage LinkedIn connection development to identify Industrial Broker/Developers
- Launch dedicated webpage for industrial development opportunities
- Devise ad campaign for LoopNet and Crexi placements
- 3 hour geofenced advertising on LinkedIn for identified audience advertising
- Competitor Google AdWords Placements to siphon off searches for nearby development opportunities
- Facilitate a hosted webinar on Cannabis development opportunities in Needles

## Hospitality & Tourism Development

- Ensure Visit Needles website is updated
- Review website metrics on Visit Needles Website
- Ensure search engine optimization is properly set up on Visit Needles website
- Launch Spotify/Pandora/Radio ad spots geofenced to within 1 hour of Needles
- Design and deploy billboards in locations determined by the City
- Devise marquee artwork approach or concept to make Needles visuals distinct from the freeway

## New Market Disclosure

Some of the terms and reports identified in the economic development and marketing plan involve datasets that Tripepi Smith has not previously worked with. As such, we recognize we may have a learning curve on some aspects of this engagement, but also know that learning is baked into our #AlwaysBeLearning culture at Tripepi Smith. In some cases Tripepi Smith presumes the City has access to these data resources as Tripepi Smith does not.





Other ideas to consider leveraging Tripepi Smith for:

## TASK & DESCRIPTION

### Press Releases & News Articles

Tripepi Smith can draft up news articles, press releases and/or official statements, which are typically up to five hundred (500) words in length. The City would direct the allocation of stories with Tripepi Smith's suggestions, making internal subject matter experts available to aid the development of the stories when needed. Additionally, this assumes the use of an existing media and external agencies notification list. The City would also facilitate timely approval of quotes. Press release/news article topic options may include, but are not limited to:

- Resident Stories (e.g., Why they moved to Needles, why they stayed, etc.)
- Community Development Milestones
- Community Event Promotions
- Volunteer Opportunities
- Top Things to Do

The project team will collaborate with our City-designated lead to define messaging needs throughout the process, ensuring our communications remain alive and adaptable to the outreach campaign as it unfolds.

### Social Media Management (2 Posts / Week)

**Content Creation:** Social media content creation involves planning, fact-checking, sourcing graphics, grammar checking and scheduling the post. Tripepi Smith will create two (2) posts per week or an average of eight (8) to nine (9) posts per month over the course of the engagement and manage distribution as well.

**Monitoring:** Tripepi Smith can monitor posts and inboxes for questions and comments. When appropriate, responses will be drafted, which will occasionally require fact-checking and seeking out guidance from the City. Additionally, ongoing general online monitoring of local Facebook Groups will be conducted to track community needs, priorities and issues.

### Monthly Metric Reporting

Each month, Tripepi Smith can provide a summary report of the basic metrics (reach, posts, engagement, etc.) related to City-controlled social media platforms and other key metrics if available, such as website visits and e-newsletter platform metrics. This will help us evaluate the success of our efforts as well as serve as an ongoing feedback mechanism for gathering valuable insights that can help inform ongoing communication strategy.

### Comms Strategy Plan with Leadership (Quarterly)

Tripepi Smith works with the entire senior management team to prepare for and execute a strategic discussion about communications and the role they can play in telling the City's story. This project focuses on each department identifying key communication opportunities and wins to celebrate in the next 12 months. We document all this into a shared spreadsheet that can then serve as a roadmap for the organization to track communications opportunities – or to hand off to the communications team to execute. The program breaks down barriers between departments and often helps senior staff recognize communications opportunities





they were simply unaware of before. The process includes homework, management, presentation preparation, onsite meeting and follow up.

### Monthly Email Newsletter

Email provides direct access to stakeholders. It also is a great way to repurpose other content, ultimately fomenting an ongoing connection with audiences. Tripepi Smith recommends a monthly newsletter digest that may include content covering City business development, fun facts and engagement opportunities. The email newsletter would be distributed to constituents, media and other stakeholders interested in keeping up with Needles's growth. Inclusive of two drafts per edition: draft, final.

### Radio Advertising

Based upon our experience creating ads for placement on radio stations, Pandora and Spotify, Tripepi Smith will develop radio ads to showcase and publicize the City's key messages. Tripepi Smith can develop radio scripts and once approved by the City and key stakeholders, coordinate a voiceover recording of the radio script. We will use our media intelligence software, Meltwater, and work with the City to identify and confirm the best radio station(s) to work with to coordinate the ad placement. We will then confirm a final radio ad budget and coordinate the paid placement(s) on stations/platforms.





## 5. 3-YEAR QUARTERLY PLAN FOR IMPLEMENTATION

The City of Needles has unique and objective goals. Because of this, we have recommended the work be carried out on a time and materials basis offering for both flexibility and adaptability based on the City's budget. Should Tripepi Smith be selected as the City of Needles partner on this project, we will gladly scale out a 3-year quarterly plan that meets the one-off needs of the City.





## 6. BUDGET PROPOSAL

Tripepi Smith is proposing a time and material engagement that can flex with the needs of the City. The following details our rates and terms for engagement on those rates. We have read that the annual budget is \$40,000 and we intend to collaborate with City Staff on maximizing the use of that budget.

### 2024-25 Hourly Rates

The following rates are the basis for the costs of deliverables outlined in this proposal. Additionally, Tripepi Smith would apply the following rates and related fees for services for any As-Needed (Time & Materials) work authorized **outside** the One-Time (Fixed) and Ongoing (Retainer) scope we've proposed.

	Hourly - Standard	Hourly - Retainer
Principal	\$370	\$295
Director	\$255	\$215
Art/Creative Director	\$255	\$215
Senior Business Analyst	\$195	\$165
Business Analyst	\$140	\$115
Junior Business Analyst	\$110	\$95
Senior Videographer/Animator	\$195	\$165
Senior Photographer	\$170	\$145
Videographer/Photographer	\$130	\$110
Junior Videographer/Photographer	\$110	\$95
Senior Graphic Designer	\$185	\$155
Graphic Designer	\$130	\$110
Junior Graphic Designer	\$110	\$95
Web Developer	\$195	\$175
Junior Web Developer	\$110	\$95
Drone Operator	\$195	\$170
Council Chamber A/V Operator	\$110	\$95








## Retainer Discount

When client monthly retainers exceed seven-thousand-one-hundred-fifty dollars (\$7,150) per month, they gain access to our Reduced Retainer Rates. Otherwise, ad hoc work done outside of a defined retainer scope is billed at our Standard Rates.

## Payment Terms

### Billing & Invoices

At Tripepi Smith, we bill on either a Retainer, Fixed Bid or Time & Materials basis, with each billing type following its own payment schedule:

-  Fixed Bid work is billed upon defined milestones.
-  Time & Materials work is billed in 15-minute increments (i.e. 4.0, 1.25, 6.5 or 0.75 hours) at the end of the month in which work is done.
-  Retainer work is billed on the 15th of each month.

Regardless of billing type, terms are Net 30 days.

### Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by five percent (5%) or the national CPI index — whichever is higher — each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract renewal period.

## Other Costs

Tripepi Smith has related service fees that may come up during our engagement that we want to tell you about.

### Travel Costs

Our team will seek client authorization and reimbursement for travel necessary to complete a requested scope of work. Travel costs may include airfare, lodging, car rentals and gas. Additionally, when client work requires that we be onsite, Tripepi Smith invoices for travel time at half the resource's hourly rate.

### Equipment Costs

Tripepi Smith applies the following equipment fees, as applicable, when providing video services. We will seek client authorization prior to assessing any such expenses. Equipment fees are not inclusive of operator (staff) time, which is billed on an hourly basis.

	Half Day	Full Day
Video Equipment	\$400	\$600
Drone Equipment	\$500 – Flat Fee	
MEVO Equipment	\$400 – Flat Fee	





## Definitions

- 🌐 Half Day: Anything under four hours of video production
- 🌐 Full Day: A shoot lasting four or more hours

## Service Fees

Tripepi Smith prefers that clients pay service providers directly to avoid unnecessary administrative costs. You should also know, however, that we have no economic interest in service providers, unless otherwise specified in this proposal.

If a client asks Tripepi Smith to pay for a service provider bill, we will apply a 10% agency fee to the reimbursement expense. Typical service fees include, but are not limited to: print, mailing, digital advertising, media placements, voiceovers, translations and closed captions.

## Partner Access

Tripepi Smith has access to entities that may be relevant to our engagement. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing. Partnerships include:

- 🌐 **PublicCEO:** [www.PublicCEO.com](http://www.PublicCEO.com) – Digital news about public affairs, reaching over 17,000 California government executives through a daily podcast, job board, video podcast and more.
- 🌐 **Civic Business Journal:** [www.CivicBusinessJournal.com](http://www.CivicBusinessJournal.com) – Digital interest stories on the people, companies and solutions that make local government in California more effective.
- 🌐 **FlashVote:** [www.FlashVote.com](http://www.FlashVote.com) – Statistically valid surveying that helps leaders make decisions.
  - *Disclaimer: Tripepi Smith President Ryder Todd Smith is an investor in FlashVote.*
- 🌐 **Tripepi Smith Talent Solutions:** [www.TSTalentSolutions.com](http://www.TSTalentSolutions.com) – A multifaceted recruitment consultancy service, combining local government access with communications to advance talent quests and build culture warriors.
- 🌐 **Meltwater:** [www.TripepiSmith.com/Media-Intelligence](http://www.TripepiSmith.com/Media-Intelligence) – An enterprise-class, comprehensive media monitoring solution that is best combined with Tripepi Smith’s analytics team.





## Example Pricing

Tripepi Smith is providing estimated pricing for our work using our hourly rates.

ELEMENT	PRICE	NOTES
Radio/Spotify Advertising – 30 second Spot	\$545 / Spot	Includes of up to three (3) drafts per audio snippet: two (2) drafts, final.
Newspaper Advertising	\$850 / Spot	Creation of a simple ad placement in standard newspaper quarter page.
Digital Advertising	Starts at \$850: Creation \$500 / month: Monitoring	Creation of digital ad campaign with five different ad elements and ongoing monitoring
Website Content Maintenance	\$735 / Month	Assumes approximately 7 hours per month of services. Potential webpages include Tourism and Development-focused webpages, as well as ongoing maintenance needs across the website.
Graphic Design	Print/Digital Short Format Infographics - \$3,120  Key Art - \$1,920  Print Flyer - \$1,225  Print Poster - \$1,925  Print Brochure / Newsletter - \$6,565  Mailer - \$1,090	Design projects range in drafts and intricacy. Exact cost will be determined based on request.
Drone Services	\$4,500 / Shoot	Inclusive of travel costs and time. We recommend tacking on a drone shoot to other onsite work, such as video shoots, to reduce travel expenses.





Video Production	\$9,175 / Video	Assumes 60-90 second video; inclusive of travel costs. Costs can vary based on exact needs.
Animated Video	Starts at \$4,235 / Video	Like, design projects, animation costs range in drafts and intricacy. Exact cost will be determined based on request.
Podcast Production	Start-Up Costs - \$1,270 (One-Time)  Per Episode Production - \$850 / Episode	Assumes virtual (vs on-site) production services.
Audit and Secure Social Media	\$4,300	Review all social media, complete implementation and review security settings
Platforms Review	\$9,500	Review all digital platforms controlled by the City and make recommendations to fix, improve or secure assets.

## Other Fixed-Bid Deliverables

### TASK / DESCRIPTION

#### Branded Templates (\$7,470)

The City already has a Brand Style Guide from its initial planning process. Tripepi Smith's in-house graphic artists will leverage this brand asset to create a series of templates for use across City communications. The result will be a set of communication tools that visually define the City of Needles's tone of voice, enhancing its refined persona and elevating brand awareness throughout the region, as well as in private development markets. Templates will include one (1) branded PowerPoint deck, one (1) email newsletter template, up to six (6) social media templates, one (1) press release template, one (1) letterhead and one (1) logo reveal. Inclusive of two drafts item: draft, final.

#### Video Series (\$21,530)

Tripepi Smith can develop a package of eight (8) two (2) minute videos, that could promote the four core areas, such as the "Live the Point!" lifestyle featuring the unique desert community pride and why Needles should be called home, "Play the Point!" a celebration of all things to do in and around Needles and the beautiful Mojave Desert, "Shop the Point" encourage local business growth and welcome new growth, video spotlights for residents' stories, City Council initiatives and more. These videos would be available for use on social media, local public access channels and other media outlets. With the assistance of the City staff to select topics, Tripepi Smith will generate a storyboard, script and/or interview questions in preparation of the filming. In





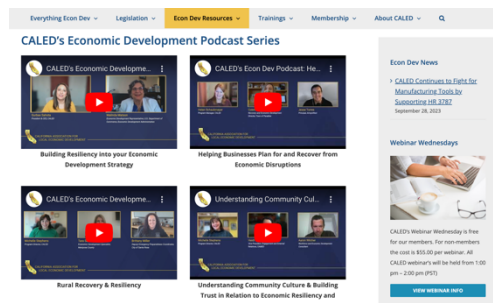
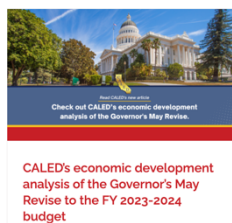
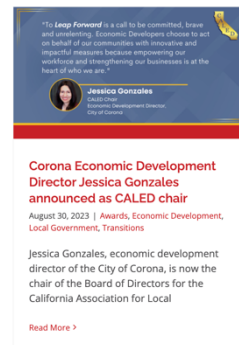
addition, Tripepi Smith will organize and execute a two (2) day video shoot to efficiently gather footage for the video series. Inclusive of two drafts per video: draft, final.





## 7. TRIPEPI SMITH REFERENCES AND SAMPLE WORK

Reference Contact Info	Scope of Work, Work Samples
<p><b>California Association for Local Economic Development (CALED)</b></p> <p><b>Gurbax Sahota</b> CEO (916) 448-8252 GSahota@Caled.org 2150 River Plaza Dr., Sacramento CA 95833</p> <p><b>Period:</b> 2022 to Present</p>	<p>The California Association for Local Economic Development (CALED), the premier statewide professional economic development organization dedicated to advancing its members' economic development services, engaged Tripepi Smith for the first time in 2022 to audit its communication platforms. In addition to a comprehensive analysis of CALED's communications, the Platforms Review also included a roster of industry best practices and recommendations unique to CALED and its outreach goals. Following, CALED signed on to continue receiving communications support from Tripepi Smith through a set of ongoing retainer services that implemented the findings of the Platforms Review, with work spanning monthly strategy planning, social media management, quarterly metric reporting and advertising in Tripepi Smith's publication, PublicCEO. CALED also engages Tripepi Smith on an as-needed basis for creative services, such as graphic design, animated videography, podcast production, press release and news article writing and story placements in PublicCEO.</p>







Reference Contact Info	Scope of Work, Work Samples
<p><b>City of Tracy</b></p> <p><b>Carissa Lucas</b> Public Information Officer (209) 831-6102 Carissa.Lucas@CityofTracy.org 33 Civic Center Dr., Tracy CA 95376</p> <p><b>Period:</b> 2017 to Present</p>	<p>Tripepi Smith has worked with the <b>City of Tracy</b> since 2017. The engagement started with assisting the Economic Development Department to create and implement a marketing plan to drive engagement, awareness and increase economic development within the City of Tracy. The campaign started out small with social media and google advertising campaigns that focused on marketing economic development services and quality of life services, then grew into a large campaign that not only focused on marketing the City's economic development services but also promoting business attraction (targeting outside the City), supporting business retention throughout the pandemic, creating a robust shop local campaign, developing branding for the City and its subsequent campaigns and promoting tourism with a "Discover Tracy" campaign within the City. Our work with the City of Tracy has increased social media following and trust from the business community and led to some outside-the-box marketing strategies like large posters in BART stations and an economic development brochure.</p>







Reference Contact Info	Scope of Work, Work Samples
<p><b>City of American Canyon</b></p> <p><b>Jen Kanasanback</b> Communications Manager (707) 647-5355 JKansanback@CityofAmericanCanyon.org 4381 Broadway St., American Canyon, CA 94503</p> <p><b>Period:</b> 2018 to Present</p>	<p>Tripepi Smith has supported the PIO at the <b>City of American Canyon</b> since 2018. Initially, the City engaged Tripepi Smith to provide a range of services, namely on-demand crisis communications support and an audit of its Vision website. Tripepi Smith now provides services spanning a Platforms Review of the City’s current communication platforms, tapping into our policy strategy expertise, graphic design, writing support, video production, event management and facilitation for community forums, photography, media outreach, social media management, communications and leadership strategy, metrics reporting, website content updates, copywriting services and quarterly planning meetings with executive staff.</p>

**CITY OF AMERICAN CANYON**

**DROUGHT  
EMERGENCY IN EFFECT**

**SAVE  
WATER**

For water saving tips, visit  
[CityofAmericanCanyon.org/SaveOurWater](http://CityofAmericanCanyon.org/SaveOurWater)

**Live** **Live IN AMERICAN CANYON**

**HISTORY**  
Explore the rich history of American Canyon, spanning from ancient times to our contemporary incorporation, all conveniently accessible on our website. Visit [CityOfAmericanCanyon.org/History](http://CityOfAmericanCanyon.org/History) to delve into the journey of our city. Curious about the origins of American Canyon's name? Uncover the story as City staff work diligently to record American Canyon's history – from our incorporation in 1992 to the present – through insightful interviews with longstanding community members. Anticipate the project's completion in early 2024 and stay connected with the unfolding narrative of American Canyon on our history webpage.

**CITIZENS ACADEMY**  
In 2015, the City of American Canyon created the Citizens Academy to help develop future community leaders and build a better community by creating well-informed and engaged residents. Since then, more than 100 citizens have graduated from the American Canyon Citizens Academy. The more that residents understand how city government works, the more meaningful and productive our community dialogue about issues will be.  
In 2023, we welcomed the 8th class of graduates from our Citizens Academy program. As the classes before them, these residents dedicated an evening a week for eight weeks to learn about the city's operations. As part of their graduation celebration, they volunteered to install a native pollinator garden at the wetlands. This project featured 40 plantings, including a handful of oak trees that can live up to 400 years – leaving a legacy for centuries.  
Thank you to the participants and the staff who contribute to our Academy's success. We plan to offer another session in 2024. Learn more about the program at [CityOfAmericanCanyon.org/CitizensAcademy](http://CityOfAmericanCanyon.org/CitizensAcademy).





Reference Contact Info	Scope of Work, Work Samples
<p><b>City of Napa</b></p> <p><b>Liz Habkirk</b> Deputy City Manager 707.258.7813 EHabrkik@CityofNapa.org 955 School St., Napa, CA 94559</p> <p><b>Period:</b> 2019 to Present</p>	<p>Tripepi Smith has supported the <b>City of Napa</b> since late 2019. While the City originally engaged us for retainer services focused on social media creation and management, content writing and website support, the City quickly expanded our engagement to include ad hoc graphic design support, video editing, infographic design and HR outreach and promotion. In addition to drafting, scheduling and monitoring social media across all City platforms, Tripepi Smith has drafted written content, such as letters from the City Manager, press releases and radio scripts. Napa has also tapped Tripepi Smith for City stock photography services.</p>



*Desplácese hacia abajo para leer este boletín en español.*



**Neal Harrison**  
Economic Development  
Manager

Welcome to the January 2024 edition of our monthly Economic Development Newsletter! As we embark on a new year, it brings me great pride to reflect on the collective achievements that have shaped our economic landscape throughout 2023.

Our commitment to bolstering local businesses was advanced through the continuation of our [“Business Concierge” service](#), which we designed to streamline processes and provide personalized assistance to entrepreneurs navigating the intricate path of business ownership. Communication has remained a

**MISSION STATEMENT**

Rooted in public service, our mission is to grow a vibrant, sustainable community for all who live in, work in, and visit the City of Napa, through thoughtful leadership and dedication to excellence.

**VALUES**

- INTEGRITY**  
Consistently demonstrating the highest level of ethical conduct with accountability and pride.
- INCLUSION**  
Creating a sense of ease and belonging through respect, acceptance, and mindfulness of our collective diversity.
- SERVICE**  
Engaging in meaningful work to care for our community through resourceful dedication and humble actions.
- COLLABORATION**  
Working together with a shared purpose while respectfully considering all voices to achieve common goals, solutions, and greater outcomes.

### Work Samples

We encourage you to see more of our work at [www.TripepiSmith.com/Work](http://www.TripepiSmith.com/Work).





# 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 24, 2025

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1. This past weekend, **our community came together** for the second time in two months to make a meaningful difference. Over a dozen volunteers, including **residents, Councilmember Zachery Longacre, and Mayor Jernigan**, joined forces to tackle **illegal dumping and litter along Third Street** near the former Center for Change (300 H Street, Needles, CA 92363). Together, over **20 bags of trash**, brush, and debris were removed—an incredible team effort showing **community collaboration**. These cleanup efforts are part of the **Needles Pride Program**, a **community-driven initiative** dedicated to **enhancing our neighborhoods** by fostering pride, improving property upkeep, and ensuring compliance with city codes. **Refer to the attached images for a peek into the event.** To stay informed about future cleanups and other community updates, download the **Needles Connect app** from the [Google Play Store](#) for Android or the [Apple Store](#) for iOS devices. Every effort counts, and with your help, we can continue to build cleaner, safer, and more beautiful Needles. **Be a Part of the Change!**
2. **Tomorrow, the City of Needles** is hosting its annual **Spring Cleaning Community Cleanup Event from 8:00 a.m. to noon**. This is a perfect opportunity for residents to dispose of trash and bulky items for free at various city locations:
  - **Gates** (Safari Drive)
  - **North K** (near the underpass and BNSF Road)
  - **Vista** (Nikki Bunch Ball Field)
  - **Cibola** (Robuffa near Public Works Yard)

*Note: Hazardous waste and specific materials are not accepted. Please refer to the attached flyer for more details.*

We invite **everyone** to participate in this **citywide effort** to **keep Needles clean and vibrant**. Your actions make a big difference, whether you volunteer at



cleanup events, spread the word, or simply dispose of waste responsibly. Let's show our pride and unite to make Needles shine brighter than ever!

3. Today, **city officials and staff** had the privilege of meeting with representatives from **Discover Inland Empire Southern California**, including **Freddi Bi** and **Mei Wang**, as well as **Ken Wan**, President of **Unisky Travel and Tour**, who is exploring **tourism opportunities in Southern California**. This visit underscores the growing interest in **Needles as a premier tourism destination**, perfectly positioned as the **Gateway to California's Oasis on the Colorado River**. During the meeting, we highlighted the **unique recreational and cultural experiences** our city offers, emphasizing our commitment to supporting and expanding these opportunities. This aligns directly with the **City Council's goal of promoting and supporting sports and recreational activities to attract visitors** to Needles. By showcasing our city's **amenities and natural beauty**, we are fostering **economic growth** and enhancing our reputation as a **vibrant destination for tourists and outdoor enthusiasts**. The collaboration with key tourism stakeholders like **Discover Inland Empire** and **Unisky Travel and Tour** represents an **exciting step forward** in achieving these objectives. Together, we are unlocking new possibilities for **recreation, sports, and tourism** that will benefit both residents and visitors alike. As we continue to **build relationships** with regional partners and promote our city, we reaffirm our commitment to realizing the **Council's vision of a dynamic, visitor-friendly Needles**.
4. The **City of Needles** is proud to partner with the **San Bernardino County Fire Protection District (SBCFPD)**, a **community-focused, all-hazard emergency services provider**. Since joining the Fire District in **2015**, this collaboration has enhanced our ability to respond to emergencies and protect residents effectively. This week, **City staff met with the San Bernardino County Assistant Chief** for the Needles Region to **review local system capabilities and discuss strategies to improve communication and collaboration**. These efforts are vital to safeguarding our community and building resilience during emergencies.

Additionally, **City staff and the Fire Department responded to a fire at 323 E. Broadway** from individuals **camping in the backyard**. The situation required assistance from the **San Bernardino County Fire Department**, and I am pleased to report that the **hydrants in the area were fully operational**. The fire is currently under investigation with the assistance of the **San Bernardino County Sheriff's Department (SBCSD)** and **Code Enforcement**. We are also pleased to announce that the **Assistant Chief will attend the February 11, 2024, City Council Meeting** to present details about the **Residential Assessment Program (RAP)**. This program offers **free property evaluations** in rural areas with **high wildfire risks**, helping residents enhance **fire safety and defensibility**, reduce risks, and increase preparedness during wildfire events.



**Property owners are responsible** for maintaining their properties, including vegetation management. This week, **City staff conducted vegetation management** along rights-of-way to protect public assets and reduce wildfire risks. For more information, refer to the **attached flyer about the RAP Program. Fire safety is a shared responsibility.** Residents and city leaders must work together to prevent fires and protect our community. We can reduce hazards and strengthen preparedness across Needles by taking proactive measures. Residents can use the Needles Connect app to report overgrown vegetation on **private or public property**, available on the [Google Play Store for Android](#) or the [Apple Store for iOS devices](#). **Having a plan is essential during a wildfire. Having a plan is essential during a wildfire.** CAL FIRE has developed an **Evacuation Guide** to help residents evacuate safely and efficiently. Access this valuable resource through the following [link](#). Let's work together to create **safer, more secure Needles**. Your participation is critical to our success.

5. The City of Needles recently met with the **San Bernardino County Sheriff's Department (SBCSD)** and **Caltrans** to reinforce efforts to **address graffiti and vandalism in our community**. These issues affect not only the City's appearance but also its safety and sense of pride. As part of our commitment to tackling this challenge, the City formed a **multi-agency task force** earlier this year, including SBCSD, the Needles Unified School District, and Caltrans. This initiative aims to:
  - Enhance documentation of graffiti incidents to help prosecute.
  - Encourage residents to report graffiti by calling SBCSD's non-emergency line at 909-387-8313.
  - Install additional security cameras in high-risk areas.
  - **Promote paint uniformity** by utilizing **uniform paint** to cover graffiti on City and Caltrans-maintained surfaces, ensuring a cohesive and professional appearance throughout Needles.

The **San Bernardino County Sheriff's Department** has already successfully arrested and pressed charges for multiple vandalism incidents across the City and will continue these enforcement efforts to deter further criminal activity. These measures, combined with strong partnerships, increased surveillance, and strict enforcement, demonstrate our dedication to keeping Needles a clean, safe, and welcoming community. To report graffiti to the City, utilize the **Needles Connect app**, which can be downloaded from the [Google Play Store](#) for Android or the [Apple Store](#) for iOS devices. We sincerely thank **SBCSD, Caltrans, the Needles Unified School District**, and our residents for their collaboration in combating graffiti and vandalism. Together, we can preserve the pride and vibrancy of Needles.

6. The **City Council** has been actively working to address the ongoing truck traffic and behavior concerns on **Ice Plant Road**. In **2018**, the Council adopted an ordinance to implement a **no-parking zone** to protect the newly constructed roadway and designated **six legal truck parking spaces** to accommodate drivers. For more details, refer to the attached materials. **City staff is working**



to address these challenges in collaboration with the **San Bernardino County Sheriff's Department (SBCSD)**. Enforcement efforts have been escalated to focus on illegal tractor-trailer parking and littering, negatively impacting nearby properties. This increased enforcement directly responds to **Council concerns** about the disruptive impact of truck traffic in the area. Recently, SBCSD issued **citations to three vehicles** for illegal parking. City staff have also engaged with the **adjacent business** to emphasize their role in addressing these concerns. Staff shared images and data to highlight the scope of the problem and underscored the critical need for their customers to comply with parking regulations to avoid further complications. Collaborative discussions are underway to explore solutions, such as improving customer communication, managing parking more effectively, and reducing litter. The City remains committed to **monitoring and enforcing regulations on Ice Plant Road** while working with SBCSD and other stakeholders to develop long-term strategies. These efforts aim to address these challenges while fostering a positive business and community relationship.

7. City staff is thrilled to welcome **Maria McAndrews, Manual Rubalcaba Jr., and David Cairns** as the newest members of the City's **advisory boards**. Maria and Manual have joined the **Parks and Recreation Commission**, which is key in advising the City Council on **parks and recreation matters**. Their responsibilities include reviewing and recommending the **annual budget**, proposing **policies**, and planning **recreation programs** to engage youth and stimulate public interest. The commission meets on the **third Monday of each month at 4:00 p.m. at El Garces**.

David Cairns joins the **Board of Public Utilities** as an **advisory body** to the City Council on **utility operations**. The board is responsible for reviewing the **annual budget**, recommending **purchases for system improvements**, and establishing **rates for water, wastewater, and electric services**. Meetings for the board are held on the **first and third Tuesday of each month at 4:00 p.m. at El Garces**.

We are excited for **Maria, Manual, and David** to bring their expertise and fresh perspectives to these **vital commissions**. Their contributions will undoubtedly help shape a **stronger and more vibrant community**. **Welcome aboard!**

#### 8. **IMPORTANT UPCOMING DATES:**

- **February 8, 2025 – The Women's Club Golf Tournament**  
The tournament is being held on February 8. [Registration is open. Sign up today!](#)
- **March 1, 2025 – Household Hazardous Waste Collection Event**  
The event will occur at the **Needles City Public Works Yard** (112 Robuffa Street, Needles, CA 92363) from **7:00 a.m. to 11:00 a.m.** Residents are encouraged to responsibly dispose of **used motor oil, batteries, paint products, and household cleaners**. If you have any questions, contact the **Household Hazardous Waste Program** at **909-382-5401** or **1-800-OILY-CAT** if you have any questions.



- 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, 2025 – 3rd Annual Job and Resource Fair**  
**San Bernardino County Supervisor Dawn Rowe** will host this event 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, 2025 – 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 14, 2025 – 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. NEIGHBORHOOD CLEANUP





# 1. NEIGHBORHOOD CLEANUP





## 2. COMMUNITY CLEANUP

\*CITY OF NEEDLES RESIDENTS ONLY\*

# BULKY WASTE DROP-OFF EVENT

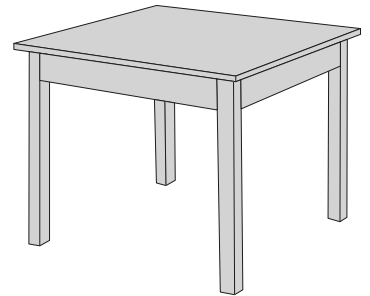
**FREE DISPOSAL OF TRASH & BULKY ITEMS**

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



- 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



### 3. NEEDLES TOURISM





## 4. SBCFD RESPONSE







## 4. SBCFD

# Residential Assessment Program (RAP)

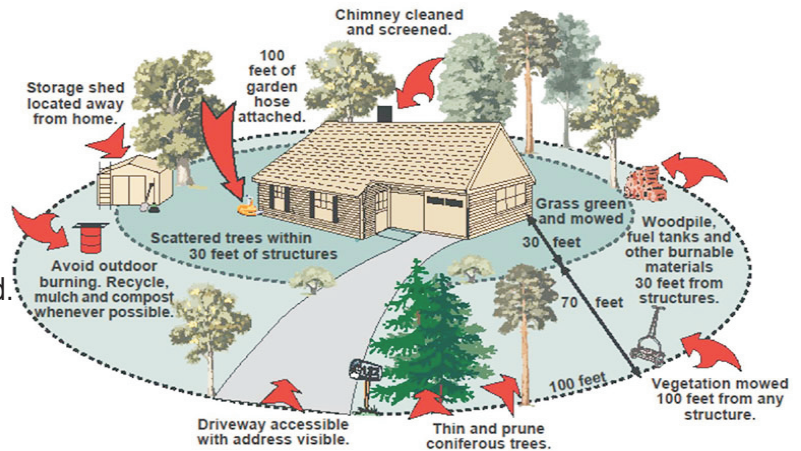
***Together we can help make your home Fire Safe and Defensible***

In an effort to ensure the maximum level of wildfire preparedness, San Bernardino County Fire Department conducts **FREE** engine company residential assessments in rural areas that have high risk for wildfire.

### Step 1 Fire Safe Checklist

- ☐ Address clearly visible from street (4" tall min. on contrasting background).
- ☐ Weeds and grasses need to be cut to 4" or less, 100 ft around structures and 10 feet from roadsides.
- ☐ Within 100 ft (or property border) all trees over 12 ft have all foliage and limbs removed 6 ft above ground.
- ☐ Tree trimmings and brush (in piles) on the ground, branches less than 4" in diameter, and leaves or shrub trimmings must be removed.
- ☐ Combustible (flammable) debris must be completely removed from all areas of your property.
- ☐ Pine needles over 2" in depth must be removed from all areas of the property.
- ☐ Clear chimney area of vegetation within 10'. Spark arrestor of 1/2 inch mesh required.
- ☐ Remove dead trees completely.
- ☐ Prune and/or remove shrubs to provide separation from ground and each other.

### Step 2 Complete Defensible Space



### Step 3 Prepare Your Family

- Create a Family Disaster Plan that includes meeting locations and communication plans and rehearse it regularly. Include in your plan the evacuation of pets and large animals.
- Plan several different evacuation routes. Designate an emergency meeting location outside fire hazard area.
- Appoint an out-of-area friend or relative as a point of contact so you can communicate with family members who have relocated.
- Maintain a list of emergency contact numbers posted near your phone and in your emergency supply kit.
- Keep an extra emergency supply kit in your car in case you can't get to your home because of fire.



SBCFD Wildland  
Fire Safety

### ADDITIONAL RESOURCES

For more information about making your home Fire Safe, call the Office of the Fire Marshal at (909) 386-8400. Visit our website at [www.sbcfire.org](http://www.sbcfire.org) and click on the Residential Assessment Program (RAP) link:



Additional information on wildfire prevention, legal outdoor fires and other helpful links are available at: **READY! SET! GO!**

Please email us at [countyfirerap@sbcfire.org](mailto:countyfirerap@sbcfire.org) to schedule an appointment and seek information about RAP.

**For more information:**  
**(909) 386-8400 or visit**  
**[www.sbcfire.org](http://www.sbcfire.org)**



## 4. CAL FIRE

### Go! Evacuation Guide

Guidance for safe and efficient evacuation during wildfires.



[Home](#) / [Prepare](#) / Go! Evacuation Guide

## Preparing for wildfire evacuation in California





The Go! Evacuation Guide is your vital resource for preparing and executing evacuation procedures during wildfire emergencies. It offers crucial information on pre-evacuation steps, handling power outages, evacuation methods, animal safety, and what to do if trapped.

Explore pre-evacuation actions below:

[Pre-evacuation preparation steps](#)

[Power outage information](#)

[Evacuation procedures](#)

[Animal evacuation](#)

[Guidance if trapped](#)



## Pre-evacuation steps to take

## How to protect your home before evacuating





## Inside the house

- Pack your 'Go Bag' or [Emergency Kit](#), ready to grab
- Check that your [Wildfire Action Plan](#) is up-to-date
- Know your community's emergency plan, evacuation routes, and destinations
- Close all windows and doors but leave them unlocked
- Take down flammable window treatments like shades and curtains, and close metal shutters
- Clear away light curtains
- Move anything that burns easily to the middle of rooms, away from windows and doors
- Turn off the gas at the meter and pilot lights
- Leave lights on for firefighters to see your house in smoke
- Switch off the air conditioning

## Outside the house

- Bring in flammable items from outside, like patio furniture, toys, doormats, and trash bins. Alternatively, place them in your pool
- Shut off propane tanks
- Move grills and other propane BBQ appliances away from the house
- Attach garden hoses to outside taps for firefighter use and fill buckets with water to scatter around
- Don't leave sprinklers or water running as it can lower critical water pressure.
- Keep exterior lights on to make your home visible in smoky or dark conditions.
- Put your emergency kit in your car
- Park your car in the driveway, facing outwards, loaded and ready, with all doors and windows shut
- Have a ladder handy for firefighter roof access
- Seal attic and ground vents with plywood or commercial seals
- Keep an eye on the fire situation and don't wait for an evacuation order if you feel at risk
- Check with neighbors to ensure they're also prepared





- Keep pets close and ready to go
- Plan for farm animal evacuation early, arranging transport and safe locations

## Evacuation steps

When urgent evacuation is necessary, these steps will guide you to leave safely and quickly.

### 1 Review Evaluation Plan Checklist

### 2 Monitor wildfire updates

### 3 Put 'Go Bag' in the car

### 4 Wear the right clothes

### 5 Get pets ready to evacuate

## How to prepare for power outages during wildfires





When wildfires strike, power outages are common. Along with the [pre-evacuation steps](#) above, here's what you need to know to stay safe and prepared.

- **Learn manual operation:** Be able to open garage doors or gates without power.
- **Understand utility controls:** Get to know your home's utility boxes for electricity, water, and gas and how to safely manage them.
- **Build an [Emergency Supply Kit](#):** Pack essentials like water, coolers, non-perishable food, manual can-opener, current medications, battery-operated radio, durable flashlights, extra batteries, and phone chargers.
- **Keep vehicles ready:** Maintain at least half a tank of gas in your vehicle.
- **Create a safety plan:** Keep shoes near your bed in case you need to evacuate during the night and have a clear plan for your family and pets during emergencies.
- **Generator use & safety:** Understand your generator's safety guidelines. Know where to connect it, what electrical cords to use, and the electrical load rating. Improper installation may put yourself or utility workers at risk for electrocution.
- **Stay connected:** Always have a charged cell phone for emergencies and keep up with the latest information from CAL FIRE and local authorities.

## What to do if the power goes out

In the event of a power outage, especially during wildfire threats, it's important to stay calm and follow these simple steps:

- **Keep fridge & freezer shut:** This helps preserve food longer.
- **Turn off gas & combustibles:** Shut off gas lines and items like propane tanks.
- **Avoid power lines:** Stay at least 10 feet away from overhead lines and electrical equipment. Never touch them.
- **Stay updated:** Use a battery-powered radio or your cellphone for wildfire updates.

For more information and safety guidelines, check out these resources:

- [PG&E – Safety & preparedness](#)
- [Southern California Edison – Power outage preparedness](#)

READY FOR WILDFIRE: Prepare for Wildfire





## About public safety power shutoff (PSPS) events

A PSPS is when electric companies turn off power on purpose. This usually happens during very dry and windy weather to help prevent wildfires. The idea is to stop sparks from power lines or electrical equipment from starting a fire.

For more info on PSPS events in California, especially from major electric companies, check out these resources:

- [PG&E Safety Shutoff Details](#)
- [SCE Public Safety Power Shutoffs](#)
- [SDG&E Public Safety Power Shutoffs](#)
- [Bear Valley Public Safety Power Shutoff](#)
- [Liberty Public Safety Power Shutoffs](#)
- [Pacific Power Public Safety Power Shutoff](#)

## When to evacuate during a wildfire

If fire officials suggest evacuating, it's best to leave right away. This helps you avoid danger and keeps roads clear for firefighters. In big wildfires, there's no time for door-to-door warnings, so if you're told to go, do it fast to stay safe.

Following evacuation orders:

- **Stay informed:** You'll be advised of potential evacuations as early as possible. Listen to local radio or TV for updates from authorities.
- **Officials decide:** Fire officials decide when and where to evacuate based on the fire, wind, and terrain.
- **Law enforcement role:** Police enforce evacuation orders. Follow their directions right away.
- **"Order" & "warning":** These terms alert you to the significance of the danger. Other terms like "precautionary" and "immediate threat" might be used too.
- **Act fast:** In severe wildfires, there's no time to waste. If advised to leave, do so without delay.
- **Don't wait for orders:** It's safer to leave before a mandatory order is issued.
- **Stay alert:** You may be directed to temporary assembly areas to await transfer to a safe location.
- **Help firefighters:** Don't return home until fire officials notify you that it's safe to do so.





Being aware of hazards is crucial when you return home:

- **Wait for clearance:** Don't go home until it's declared safe.
- **Watch for dangers:** Look out for things like downed power lines.
- **Check gas lines:** Be cautious with propane tanks and gas lines.
- **Inspect for fire hazards:** Search for any hidden embers or fires.

## Animal Safety

Don't forget your pets and livestock. With some advanced planning you can increase their chances of surviving a wildfire.

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**Livestock evacuation checklist**

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**Livestock emergency supply kit**

---

**Pet evacuation checklist**

---

**Pet emergency supply kit**

---

**If you *must* leave your pet**

---

## Tips if trapped

Here's what to do whether you're in your vehicle, outside, or at home, focusing on calm and quick actions for your safety.

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**In your vehicle:**

---

**On foot:**





## At home:

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---

### Prepare

---

### Prevent

---

### Forest Health

---

### Post Wildfire

---

## More from CAL FIRE

[Fire Safety Laws](#)

[Find Your Fire Station](#)

[Partnering Agencies](#)

[Captain Cal](#)

[CAL FIRE Website](#)

[FAQ](#)



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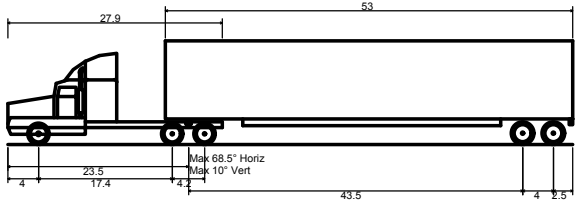
[Accessibility](#) • [Language Access Form](#)

ReadyForWildfire.org and its statewide campaigns are partially funded by a grant from the USDA Forest Service, which is an equal opportunity provider and employer.

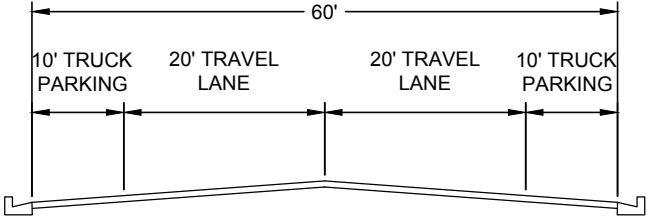


# 6. ICE PLANT ROAD

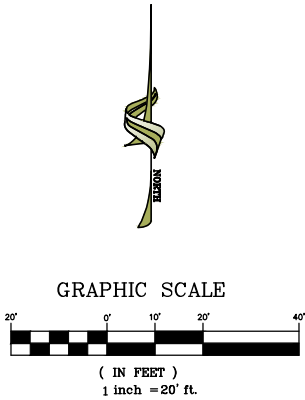
## DESIGN VEHICLE DATA:



WB-67 - Interstate Semi-Trailer  
Overall Length 73.501ft  
Overall Width 8.500ft  
Overall Height 13.500ft  
Min Body Ground Clearance 1.334ft  
Max Track Width 8.500ft  
Lock-to-lock time 6.00s  
Max Steering Angle (Virtual) 28.4°



SECTION A-A



### ASSUMPTIONS:

- STANDARD AASHTO WB-67 SEMI TRUCK (8.5' WIDE BY 73.5' LONG). SEE DETAIL AT RIGHT.
- TRUCK PARKING STALL DIMENSIONS:  
WIDTH: 12' (10' ASPHALT PLUS 2' OF GUTTER)  
LENGTH: 75'
- DESIGN SPEEDS FOR SIGHT DISTANCE CALCULATIONS  
PER AASHTO GREEN BOOK SECTION 9.5:  
BROADWAY ST: 35 MPH  
ICE PLANT RD: 10 MPH

### CONSTRUCTION NOTES

#### LEGEND:

- PAINTED RED CURB
- SOLID WHITE STRIPING
- SOLID YELLOW STRIPING
- TRUCK EDGE PATH
- SIGHT TRIANGLE

#### NOTES:

- AERIAL IMAGERY AND DATA HAVE BEEN SCALED FROM GOOGLE EARTH. THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY.

### WARNING CALL BLUE STAKES



#### REVISIONS

1.	

DRAWN: ATM  
DESIGNER: ATM  
REVIEWED: DIO  
PROJECT #

#### SCALES

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

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

#### PROJECT NAME

ICE PLANT ROAD  
SEMI PARKING

#### SHEET TITLE

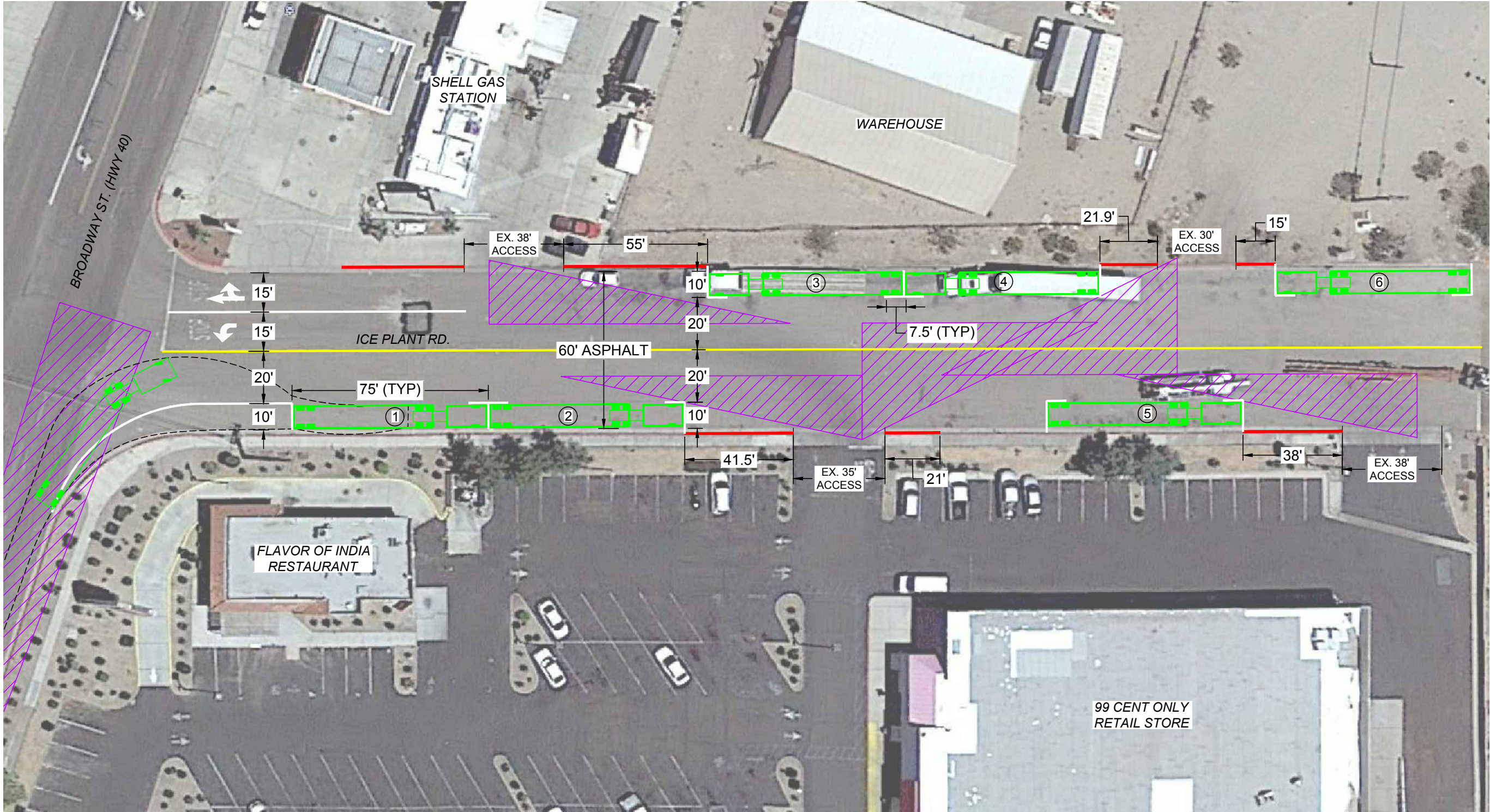
STRIPING PLAN  
(10 MPH)

#### PLAN SET

CONCEPT

#### SHEET

1 OF 1







# 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 31, 2025

1. The **Spring Cleaning Community Cleanup Event** was a **huge success**, with residents disposing of trash and bulky items at **four designated locations** throughout the city. This initiative led to the collection of **14 tons (28,000 lbs.)** of material, highlighting our community's commitment to keeping **Needles clean and welcoming**. With support from **Public Works and Code Enforcement**, the event fostered a **sense of pride and collaboration**, bringing the community together to maintain **safe and attractive neighborhoods**. The **Needles Pride Program** continues this mission by promoting **property upkeep, code compliance, and organized cleanups**. Our city's beautification efforts extend beyond residential cleanups. **A special thank you to our city crews** for their hard work in preparing **Jack Smith Park** for spring. Crews **cut weeds and grass, cleaned the playground area, dragged the beaches, painted the canopies, and began improvements on the parking lot**. These enhancements ensure that our public spaces remain **inviting, safe, and enjoyable** for residents and visitors alike. If you missed the cleanup event, you can still participate by scheduling **three free bulky item pick-ups annually**. Simply call **1-800-364-3754** to arrange a pick-up. Let's **build on this success** and continue making Needles a cleaner, more beautiful place! Stay informed about upcoming events by downloading the **Needles Connect app** from the [Google Play Store](#) (for Android) or the [Apple Store](#) (for iOS devices). **Thank you to everyone who participated and to our city crews for their dedication!** *Check out the attached images to see these improvements in action.*
2. City officials and staff attended the **League of California Cities Mayor and Council Members Academy** from **January 29-31, 2025**. This organization plays a vital role in **supporting local control and advancing our legislative priorities**, serving as a key resource for advocacy efforts in Sacramento. Through the League, we receive **legislative advocacy support, assistance with grant applications, letters of support, and proactive engagement on state-level issues** impacting Needles. As part of the **League's Desert Mountain Region**, Needles benefits from this strong network, a key point of



contact for our advocacy efforts. Attending this academy is essential for **building relationships, exchanging policy ideas, and ensuring our city remains engaged in critical discussions** affecting local governance. ***Refer to the attached photo of our City Council officials with League of Cities President Lin Kennedy and various council members from across California.***

3. The City Council is taking decisive action to meet our community's **housing needs** by adopting a comprehensive **housing demand study**. This pivotal initiative underscores our commitment to **economic growth** and **community development**. The study projects a demand for **55 new housing units** annually over the next decade, spanning both **for-sale and rental** options across multiple income levels. This forward-thinking strategy is in lockstep with our broader goals: enhancing **infrastructure**, stimulating **business development**, and fostering a **family-friendly environment**. With an **expanding workforce, aging housing stock**, and Needles' strategic position in the **tri-state River Region**, our city is exceptionally well-positioned for residential investment. In addition, as a **Prohousing-designated** city within an **Opportunity Zone**, Needles offers attractive incentives such as **state funding** access, **expedited permitting**, and potential **tax benefits** to support development. We are dedicated to partnering with **developers, investors, and builders**, and we are streamlining the permitting process while maintaining proactive engagement with project applicants to ensure Needles remains a **business-friendly destination** for housing development. Now is the ideal time to invest in Needles. With **rising housing demand** and robust **city-backed incentives**, we invite developers to explore the numerous opportunities available. Please contact the City of Needles for more information on our housing initiatives and investment potential. Together, we can shape a thriving future for our **community**. ***Refer to the attached housing study for additional insights.***
4. The **Needles Animal Shelter** is pleased to announce its upcoming **Spay/Neuter Clinics** on **April 24, 2025**, continuing our efforts to promote **animal welfare and responsible pet ownership** in the community. These bi-annual clinics, led by **Dr. Angelina Beeks** of **Angel's Touch Mobile Veterinary Clinic**, have been a vital resource since our partnership began in **April 2022**. With **limited availability**, residents are encouraged to **RSVP as soon as possible** to secure an appointment before both clinics reach full capacity. The program requires pet owners to **complete an application and provide proof of residency**, while **dogs must have valid rabies vaccinations and a city license**. To make this service more accessible, the **Needles Animal Shelter covers a portion of the cost**, reducing the financial burden on pet owners. Residents seeking more information or wishing to schedule an appointment can call the shelter at **(760) 326-4952**. ***Refer to the attached flyer for more details.***
5. The City of Needles offers a variety of rental opportunities for residents and visitors, including El Garces, the Recreation Center, city parks, and sports fields. These well-maintained facilities support public and private events, ensuring



better utilization of community assets while generating revenue for ongoing improvements. To rent a facility, residents can contact **Jennifer Valenzuela directly at (760) 326-2814 or by email at [jvalenzuela@cityofneedles.com](mailto:jvalenzuela@cityofneedles.com)**. Additionally, the **Jack Smith Park Boat Launch facility** will reopen in **March** for **weekend use only**, further expanding recreational opportunities for residents and visitors. Beyond facility rentals, the City offers a range of **seasonal recreational programs**, including youth sports leagues, as well as **Dance Trax 51**, which provides a variety of dance activities. Signature events such as the **Fall Festival** and the upcoming **18th Annual Spring Classic** continue to promote sports tourism and community engagement. These activities attract visitors, support local businesses, and offer residents diverse recreational experiences. The City's commitment to enhancing parks and recreation strengthens Needles' identity as a **family-friendly destination**, improving the quality of life while fostering a more connected and active community. **5**

6. City staff is excited to share that the **Well No. 11 Treatment Plant Project**, which broke ground on **May 31, 2023**, is now in its **final stages of system calibration for startup**. This **\$8.9 million project** represents a significant milestone in enhancing Needles' water infrastructure, ensuring a **reliable supply of high-quality drinking water** for generations. A **ribbon-cutting ceremony is tentatively scheduled for March**, with representatives from key agencies expected to attend. We sincerely thank the **State Water Resources Control Board, the U.S. Environmental Protection Agency (EPA), and California Climate Investments** for their crucial grant funding, which made these essential improvements possible. Additionally, this plant will **treat Well No. 11 and support Wells No. 12 and No. 15**, significantly improving water quality by addressing **natural iron and manganese contamination** that has affected our groundwater for decades. This project is one of many, as Needles will see **over \$16 million in water infrastructure improvements in the coming years**, all designed to benefit our community well into the future. We look forward to celebrating this achievement with the community and stakeholders at the upcoming ribbon-cutting event.
7. This week, **Caltrans continued their fire prevention and beautification efforts along Interstate 40**, including tree removal, shrub trimming, and landscaping enhancements. **The Caltrans Tree Crew, specialists in cutting trees along interstate highways, completed multiple tasks at J Street, the pedestrian undercrossing on California, and behind River City Pizza**. We appreciate their ongoing commitment to maintaining **the entire I-40 corridor, including off-ramps within the city, ensuring safety and a welcoming environment for residents and visitors**. Residents can report concerns or maintenance needs for **the California State Highway System directly to Caltrans at <https://csr.dot.ca.gov/>**. For issues within the city, please contact **(760) 326-2115** or use the **Needles Connect app** which can be **downloaded** from the **[Google Play Store](#)** (for Android) or the **[Apple Store](#)** (for iOS devices). Thank you to **Caltrans for their continued support in keeping**



**our community clean and safe! —Check out the attached images for a glimpse of their hard work.**

8. City staff is pleased to **congratulate the owners of Jolted Coffee Arcade on their new addition to the family!** We're also excited to share that **Jolted Coffee Arcade is back in action**, now open **Monday through Friday from 5 AM to 10 AM at 109 F Street**. Offering a whole coffee shop experience—from **rich espressos and refreshing Frappuccino's to iced coffees and customized energy drinks**—this beloved local spot is back and better than ever! Visit their website for more details, and check out the attached image for a glimpse. Let's continue to **support local businesses** and enjoy some fantastic beverages at **Jolted Coffee Arcade!** Additionally, the intersection of **J Street and Third Street** will soon be revitalized by reopening **two businesses**—the **gas station at 301 J Street** and a **cannabis retail store at 300 J Street**. These reopening's will bring renewed activity to the area, helping to generate **additional sales tax revenue** for our community. The **City Council remains committed to fostering economic growth and supporting business development** by enhancing public relations and positioning 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 move forward efficiently at the **City and County levels**. These business developments reflect the City's dedication to **supporting local entrepreneurs and cultivating a thriving business environment in Needles**. We look forward to continuing our collaboration with business owners to make Needles a **welcoming and prosperous hub for growth and opportunity**.
9. **Council Member Tona Belt** extends our gratitude on behalf of **Western Arizona Regional Medical Center (WARMC)** to the **San Bernardino County Sheriff's Department Colorado River Station** and the **California Highway Patrol Needles Station** for their outstanding contributions to the **City of Needles community**. This past **December**, at **Vista Colorado Elementary**, these organizations assisted **Santa** in making a **grand entrance via CareFlight helicopter** for the **third annual event**. Their participation created a **magical experience** for students, bringing joy and excitement while reinforcing the importance of community partnerships. This initiative directly supports the **City Council's goal to develop and improve a family-friendly environment** by fostering **community engagement**, promoting **safety and health**, and strengthening partnerships with **local organizations and first responders**. By working together, we continue to create **safe, welcoming spaces** that enhance the quality of life for residents. These efforts underscore our commitment to building a **thriving, connected, and community-supported Needles**, where **public safety, family-oriented programs, and strong partnerships** remain at the heart of our city's progress. *Refer to the attached image from the award recognition event celebrating this impactful community partnership.*



#### 10. IMPORTANT UPCOMING DATES:

- **February 8, 2025 – The Women’s Club Golf Tournament**  
The tournament is being held on February 8. [Registration is open. Sign up today!](#)
- **March 1, 2025 – Household Hazardous Waste Collection Event**  
The event will occur at the **Needles City Public Works Yard** (112 Robuffa Street, Needles, CA 92363) from **7:00 a.m. to 11:00 a.m.** Residents are encouraged to responsibly dispose of **used motor oil, batteries, paint products, and household cleaners**. If you have any questions, contact the **Household Hazardous Waste Program** at **909-382-5401** or **1-800-OILY-CAT** if you have any questions.
- **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, 2025 – 3rd Annual Job and Resource Fair**  
**San Bernardino County Supervisor Dawn Rowe** will host this event 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, 2025 – 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 14, 2025 – 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. SPRING CLEANING COMMUNITY CLEANUP





# 1. JACK SMITH PARK CLEANUP





## 2. MAYOR AND CITY COUNCIL CONFERENCE





### 3. HOUSING DEMAND STUDY

Accepted by the Council on 1/28/2025



# 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

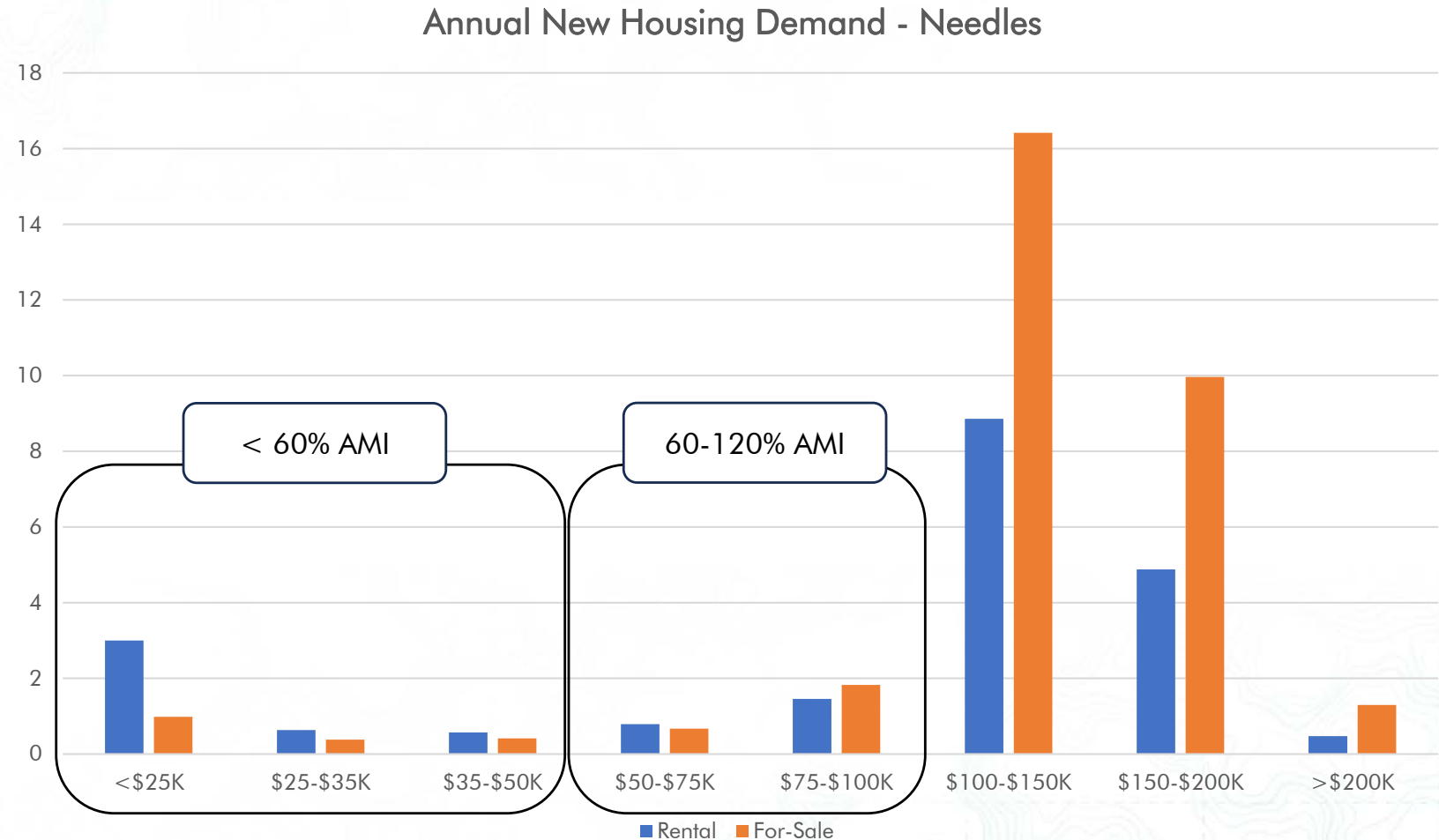


# Key Findings



# 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

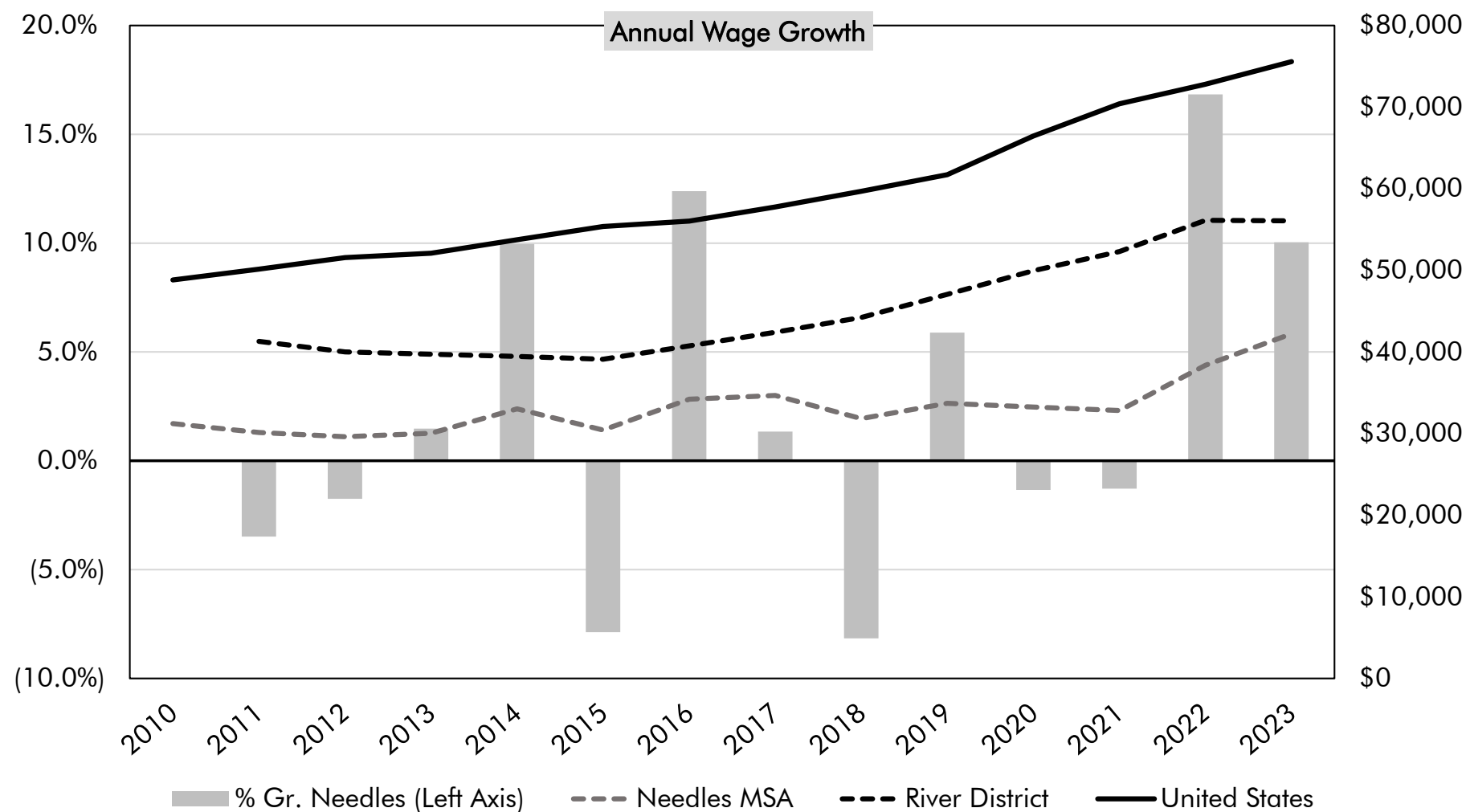
- ESRI projects no household growth for Needles through 2028, and growth of over 2,000 households in the River District in this timeframe.
- Projected growth is notably varied by income range, with losses in lower income ranges and gains in households earning over \$75,000 in annual income:

Household Income Range	Needles				River District			
	Total Households		Projected Change '23-'28		Total Households		Projected Change '23-'28	
	2023	2028			2023	2028		
\$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%
	1,998	1,984	(14)	-1%	66,845	68,925	2,080	3%



# Wages

- Nearly 6% annual growth in wages in Needles last 5 years

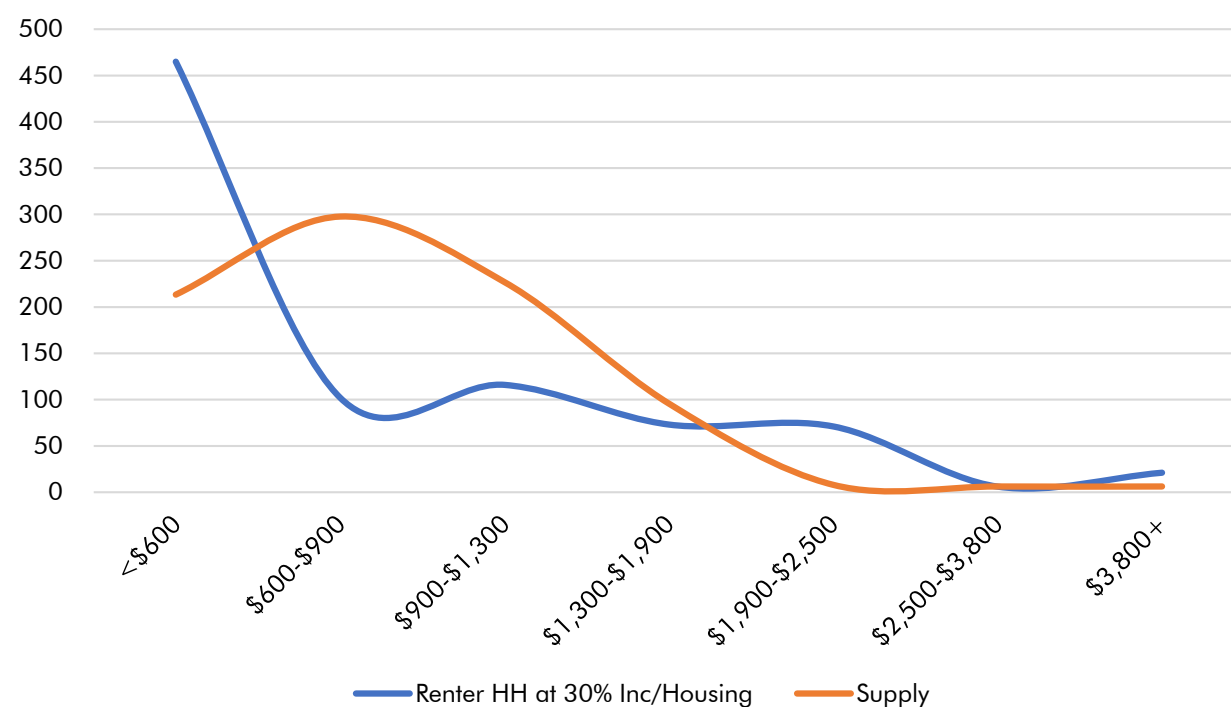




# Housing Costs versus Spending Potential: Rental

- 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

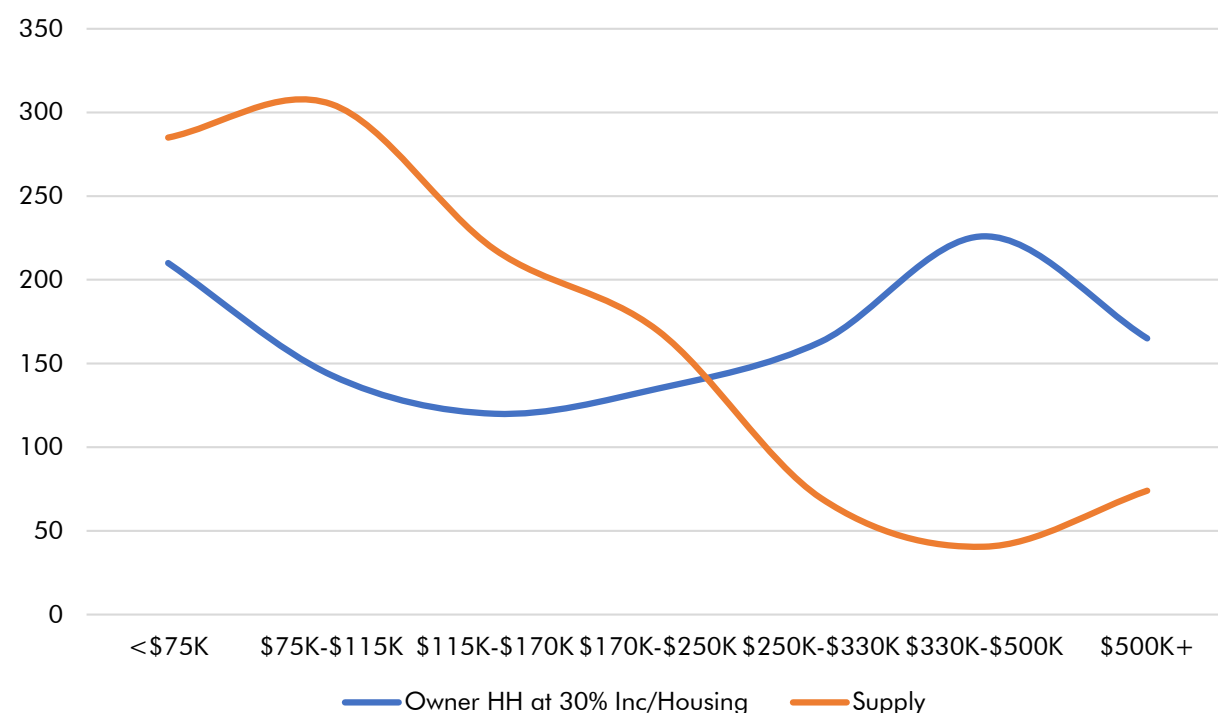




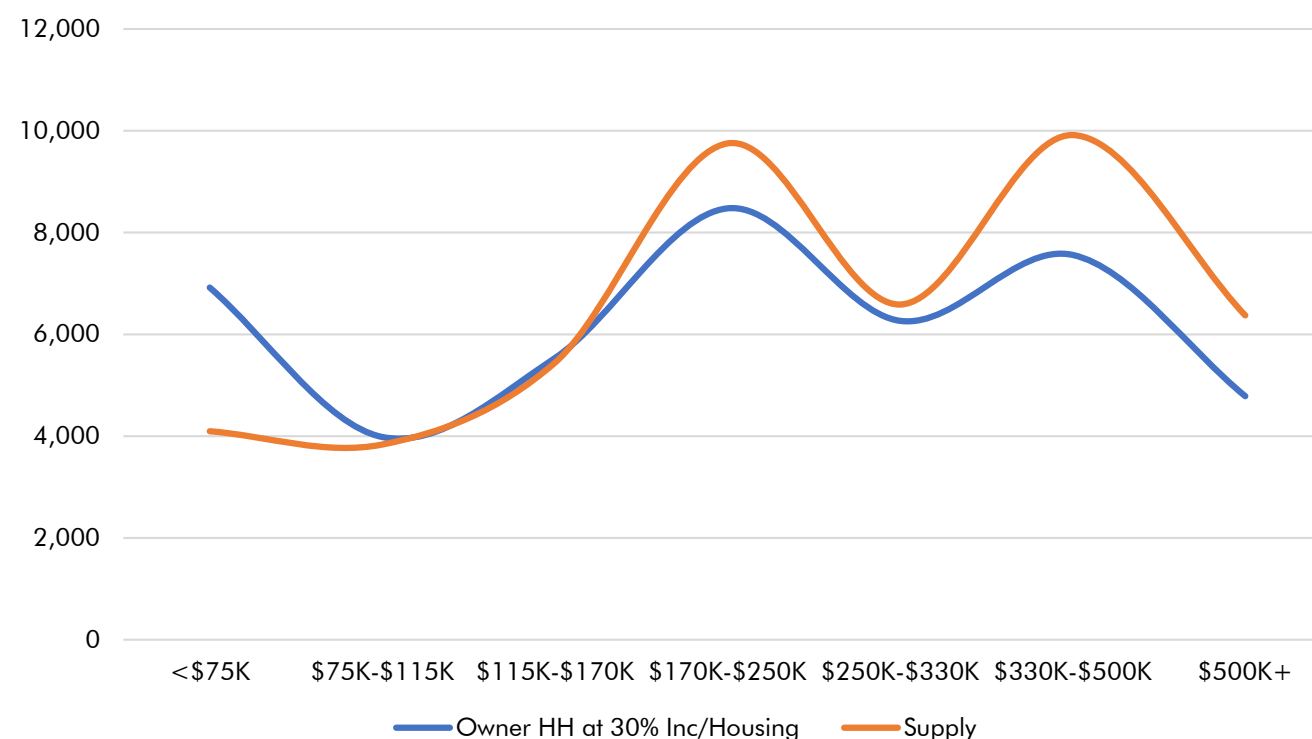
# Housing Costs versus Spending Potential: For-Sale

- 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>		<b>SF</b>		
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>



## 4. ANIMAL SHELTER CLINIC

# SPRING SPAY/NEUTER CLINIC

THE NEEDLES ANIMAL SHELTER IS SPONSORING A SPAY/NEUTER CLINIC FOR NEEDLES RESIDENTS. PET OWNER PAYS DEPOSIT AND NEEDLES ANIMAL SHELTER PAYS REMAINING COST  
**MUST FILL OUT APPLICATION AND PROVIDE PROOF OF RESIDENCY**

APRIL 24TH, 2025  
SERVICES PROVIDED BY:  
ANGEL'S TOUCH MOBILE VETERINARY CLINIC  
DR. ANGELINA BEEKS DVM



NEEDLES ANIMAL SHELTER  
1662 FLIP MENDEZ PKWY  
(760)326-4952



BY APPOINTMENT ONLY



APPLICATIONS  
AVAILABLE AT SHELTER



LIMITED AVAILABILITY



DOGS MUST HAVE VALID  
RABIES AND CITY  
LICENSE







# 5. REC. RENTALS

## CITY OF NEEDLES

### FACILITIES & EQUIPMENT RENTAL APPLICATION

Department: \_\_\_\_\_

☐

Recreation

☐

Aquatics

☐

Parks

☐

Animal Control

Facility / Equipment Requested: \_\_\_\_\_

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

Event Time: \_\_\_\_\_

Type of Function: \_\_\_\_\_

Estimated Attendance: \_\_\_\_\_

Requesting Organization: \_\_\_\_\_

Contact Person(s): \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Will admission be charged? ☐ Yes ☐ No

Proceeds go to? \_\_\_\_\_

List equipment / arrangements needed to facilitate your event: \_\_\_\_\_

#### Harmless Clause:

The sponsoring organization, individual member(s) of the sponsoring organization, and any and all participants and attendees for themselves, their spouses, heirs, administrators, executors and assignees, release and hold harmless the Governing Board, City and its officers and employees from any claim or demand, including those based on the negligence of the Governing Board, City and its officers and employees, arising from participation or attendance at this activity or function held on City property or utilizing City equipment.

#### Damage Clause:

I/We hereby certify that I/we shall be personally responsible on behalf of our organization for any damage sustained to City furniture, or equipment because of the occupancy of said use of equipment by our organization. I/We agree to abide by, and to enforce courtesy while using the City equipment.

#### Animal Trap Rental:

This is to certify that on the above date, I rented a small / large trap in working condition from the Needles Animal Control Department. I accept all responsibilities to return the trap in the same condition as when it was loaned out. (The trap is to be returned clean and clear of any cans, dishes, strings, etc.)

I further agree to reimburse the City of Needles for said trap if it is lost, stolen, destroyed or damaged. See Fee Schedule for trap replacement charge.

Applicants Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

#### ----- OFFICIAL USE ONLY -----

Priority Class: \_\_\_\_\_

Fee: \_\_\_\_\_

Deposit Amount: \_\_\_\_\_

CA / CK / MO

Insurance information (if applicable): \_\_\_\_\_

~~ Include copy of insurance rider for this event with your application ~~

Approved by City Council on: \_\_\_\_\_

Sec. 15A-6 - "No person shall possess or use any alcoholic beverages on the premises of any recreational area without the express written approval of the city council".



## RECREATION & PARKS FEE SCHEDULE

**Effective. January 2023**

### Recreation Center

Facility/Equipment Request	Cost per Hour
Contract Instructor Classes	1-24 students: 12% 25 -50 students: 15% 26-75 students: 18% 76 or more students: 20%
Recreation Facility	\$50 p/hour + Cost of Insurance
Gym Only	\$30 p/hour + Cost of Insurance
Back Class Room	\$20 p/hour
Front Class Room	\$20 p/hour

### Parks

Jack Smith Park - Cabana Rental	\$20 p/hour
Duke Watkins Park - Cabana Rental	\$20 p/hour
Manny Morris Park - Cabana Rental	\$20 p/hour
Small Park Rental (Santa Fe)	\$20 hr for 4 hrs or less/\$200 a day
Large Park Rental (JSP)	\$25 hr for 4 hrs or less/\$300 a day
Franz Flower Field	\$10 p/hour
3 Pete's Field	\$10 p/hour
Nikki Bunch Field	\$10 p/hour

### Jack Smith Park Boat Launch

Daily	\$20.00
Annual Pass	\$180.00

### El Garces

Main Room	\$350 (cleaning dep of \$150)
West End	\$150.00
Amtrak Room	\$75.00



# NEEDLES RECREATION

**1705 J STREET  
NEEDLES, CA 92363  
(760)326-2814**



With several programs offered to Youth from Sports Programs to Summer Camp & Dance. The recreation center hosts Sport Tournaments and has programs though out the year.



## After School Program

Open everyday that school is in session.

Monday - Friday 2:30 - 6:00PM

Wednesday 12:30 - 6:00PM

K - 8th Grade

## Summer Day Camp

Monday - Thursday

1:00 - 5:00PM

\$4.00 / Day per child

Ages 5-12 yrs. old

## Aquatic Center

Opens June 7, 2025

### Open Swim

Monday - Thursday 12-4PM & 7-9PM

Sat & Sun (June only) 2-6PM

Swim Lessons & Lap Swim available

## Seasonal Sports

Volleyball, Flag Football, Basketball, Pee wee Basketball, & Pee wee Soccer

## Dance Trax 51

Tap, Ballet, Jazz, HipHop, Yoga

## Seasonal Activities

Santas Workshop

Route 66 Pee Wee Derby

Lynnes Little Ladies Tea Party

Fall Festival

If you have any questions please contact the recreation center (760)326-2814

Facilities are available for private rentals, call recreation center for prices and available dates.



# NEEDLES PARKS AND FIELDS



We believe that attractive public open spaces and well-maintained parks help to make Needles a better place to live, and encourages civic pride. The City has approximately 40 acres of grass and parkland.



If you have any questions please contact the recreation center (760)326-2814

## Parks / Facilities

Jack Smith, Santa Fe, Manny Morris,  
Duke Watkins, Bob Belt Beach  
& El Garces

## Fields

Nikki Bunch, Franz Flowers, 3 Petes,  
Ed Perry & Phillips Field

Available for private rentals

## Jack Smith Boat Launch Facility

March & October

Weekends only

9:00AM - 4:00PM

April / May / September

Monday - Thursday 9:00 AM - 4:00PM

Friday - Sunday 7:00AM - 6:00PM

June / July / August

7 Days a week 7:00AM - 6:00PM

\*Subject to change due to inclement weather

Boat Launch Area

\$20.00 Day Use

\*\*\*

\$180.00 Annual Launch Pass

Additional Parking

\$5.00 Vehicle Day Use



# NEEDLES PARK AND RECREATION

## After School Program

Open everyday that school is in session.

## Summer Day Camp

Monday - Thursday

## Parks / Facilities

Jack Smith, Santa Fe, Manny Morris,  
Duke Watkins, Bob Belt Beach &  
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Tap, Ballet, Jazz, HipHop, Yoga

## Seasonal Activities

Santas Workshop  
Route 66 Pee Wee Derby  
Lynnes Little Ladies Tea Party  
Fall Festival

**IF YOU HAVE ANY  
QUESTIONS PLEASE  
CONTACT THE  
RECREATION CENTER  
(760)326-2814**



The Parks & Recreation Services Department manages all of the recreation, parks and services offered by the City of Needles. Recreational Services also provides social, recreational, and cultural opportunities, which stimulate and enhance the quality of life for Needles residents by offering interesting programs and social services that ensure a variety of leisure opportunities accessible to all citizens.

With several programs offered to Youth from Sports Programs to Summer Camp & Dance. The recreation center hosts Sport Tournaments and has programs though out the year.



Facilities are available for private rentals, call recreation center for prices and available dates.



# JACK SMITH PARK

## BOAT LAUNCH FACILITY

March & October  
Weekends only  
9:00AM - 4:00PM  
April / May / September  
Monday - Thursday 9:00 AM -  
4:00PM  
Friday - Sunday 7:00AM - 6:00PM  
June / July / August  
7 Days a week 7:00AM - 6:00PM

\*Subject to change due to inclement weather

Boat Launch Facility  
\$20.00 Day Launch Pass

\*\*\*

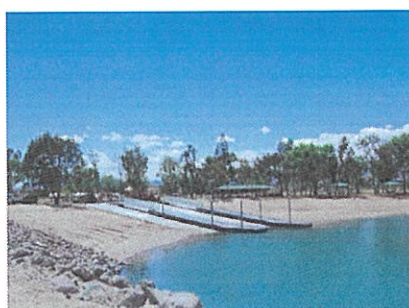
\$180.00 Annual Launch Pass

\$5.00 Vehicle Day Parking Pass

All passes are purchased at the Kiosk  
located at Jack Smith Park. We accept  
cash, checks, and credit cards.

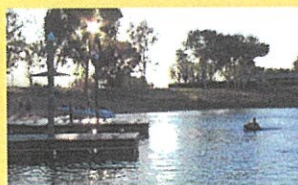
IF YOU HAVE ANY QUESTIONS OR CONCERNS  
PLEASE CONTACT THE RECREATION CENTER  
(760)326-2814

1001 RIVER ROAD  
NEEDLES, CA 92363  
(760) 326 - 3566



Jack Smith Park Day use fee  
Every launch facility user entering Jack  
Smith Memorial Park boat launch  
facility shall be charged and the City  
shall collect a per vehicle day use or  
annual pass use fee established by  
Resolution of the City Council. Every  
Vehicle parking in the attentional  
parking area adjacent to the boat  
launch shall be charged a per vehicle  
day use fee established by resolution of  
the city council

(ord. 458-AC; ord #478-AC, Sept 2005; Ord #479-  
AC April 2006. Ord # 505-AC, March 2009  
Ord#514-AC January 2010 Ord. #554-AC August  
2013



ALL vehicles that enter ahead into the Jack Smith  
Memorial Park Boat Launch Facility must have a Day  
use or Annual Use Launch Pass or will be given a  
citation. All vehicles that entered the launch prior to  
posted business hours and wish to remain in the  
facility must return to kiosk immediately at the  
beginning of that days operating hours to purchase  
the required pass to avoid citation.



City of Needles  
Rules and Regulations Governing City-Owned El Garces Facilities and Rooms  
Application for Use

Contact: Jennifer Valenzuela

Phone: 760-326-2814 Email: [jvalenzuela@cityofneedles.com](mailto:jvalenzuela@cityofneedles.com)

3% surcharge will be added when processing payment with a credit card

Facility or Room Requested: \_\_\_\_\_ Today's Date/Time: \_\_\_\_\_

Date Requested: \_\_\_\_\_ Time Reserved: Begin: \_\_\_\_\_ End: \_\_\_\_\_  
(set-up and take down time must be included)

Event Contact Person: \_\_\_\_\_ Group/Organization: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

City/State: \_\_\_\_\_

Name(s) and Telephone Number(s) of Chaperone(s) if applicable (adult must be present at all times): \_\_\_\_\_

Type of Activity: \_\_\_\_\_ Number of People Expected: \_\_\_\_\_

Name of Band or DJ: \_\_\_\_\_ Name of Caterer: \_\_\_\_\_

Beer: \_\_\_\_\_ Wine: \_\_\_\_\_ Champagne: \_\_\_\_\_ Spirituous Liquor: \_\_\_\_\_ Permit# \_\_\_\_\_  
(include copy of permit with application)

Set up Configuration: \_\_\_\_\_

List of Equipment being used for event: \_\_\_\_\_

Security Deposit: \_\_\_\_\_ Room Rental Fee: \_\_\_\_\_ Rent Total: \_\_\_\_\_

Rent Paid: \_\_\_\_\_ Balance Due: \_\_\_\_\_ (14 days before use): \_\_\_\_\_

Smoking anywhere inside the building is prohibited.

*I hereby certify that I am the authorized and responsible representative of the petitioning group. The above statements are true to the best of my knowledge. I have read a copy of the policies governing the use of the facility, and agree that our group will comply with the rules and regulations, policies and fee schedule governing the use of the facility. I also agree that all rent and fees shall be paid by the above due date (14 days before scheduled event) or confirmed reservation shall become void.*

Date: \_\_\_\_\_ Name (Print): \_\_\_\_\_

Signed \_\_\_\_\_ (Identification Required)

Address: \_\_\_\_\_ City/State: \_\_\_\_\_ Phone: \_\_\_\_\_

Approval of City Staff/Management: \_\_\_\_\_

Date: Security Deposit Received: \_\_\_\_\_ Amount Received: \_\_\_\_\_ Payment Type: \_\_\_\_\_

Date: Room Rental Received: \_\_\_\_\_ Amount Received: \_\_\_\_\_ Payment Type: \_\_\_\_\_

Date: Security Deposit Refunded: \_\_\_\_\_ Amount Received: \_\_\_\_\_ Payment Type: \_\_\_\_\_



# EL GARCES

## HISTORIC TRAIN DEPOT

**EL GARCES TOURS ARE  
AVAILABLE 7 DAYS A WEEK BY  
APPOINTMENT ONLY  
CONTACT (760) 333-5255 FOR  
MORE INFORMATION**

The historic El Garces Transportation Depot has recently completed a substantial restoration/rehabilitation. One of the key features of the building itself is a Community Room (historically known as the Luggage Room) that is now available for special events. The main room can hold a maximum of 140 persons and is envisioned to be used for meetings, parties, membership gatherings and other special events. The room is available on a first-come first serve basis.

**950 FRONT STREET  
NEEDLES, CA 92363  
(760) 326 - 3566**



The El Garces Harvey House was part of the Fred Harvey Company's chain of hotels, restaurants, and hospitality services designed to serve passengers on the Atchison, Topeka and Santa Fe Railway (Santa Fe Railway). Named after Father Francisco Garces, an 18th-century Franciscan missionary and explorer, El Garces was envisioned as a luxury stop for travelers.



**IF YOU HAVE ANY QUESTIONS ABOUT  
RENTAL INFORMATION PLEASE  
CONTACT THE RECREATION CENTER  
(760)326-2814**

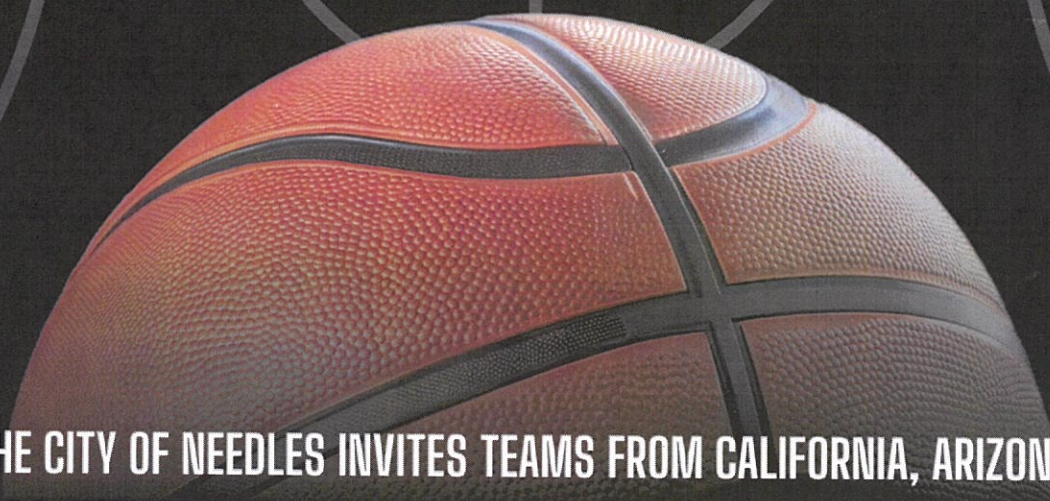


# CITY OF NEEDLES 18TH ANNUAL SPRING CLASSIC BASKETBALL TOURNAMENT

GRADES  
3RD-8TH

MARCH  
1ST & 2ND

ENTRY FEE  
\$175



THE CITY OF NEEDLES INVITES TEAMS FROM CALIFORNIA, ARIZONA AND NEVADA. INDIVIDUAL TROPHIES, MVP & ALL-TOURNEYS WILL BE AWARDED TO FIRST, SECOND AND THIRD PLACE IN ALL DIVISIONS. ALL TEAMS ARE GUARANTEED THREE GAMES.

For registration and tournament details please call the Needles  
Recreation Center 760-326-2814 or email  
[parksandrecreation@cityofneedles.com](mailto:parksandrecreation@cityofneedles.com)





## 7. CALTRANS CLEANUP EFFORTS





## 8. SUPPORT LOCAL BUSINESSES





## 9. COMMUNITY PARTNERSHIPS

