



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

## AGENDA -- AMENDED

REGULAR MEETING OF THE  
BOARD OF PUBLIC UTILITIES OF  
THE CITY OF NEEDLES, CALIFORNIA  
TUESDAY, AUGUST 5, 2025 AT 4:00 PM  
CITY COUNCIL CHAMBERS  
1111 BAILEY AVENUE, NEEDLES

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THE PUBLIC MAY ATTEND VIA TEAMS AND MAY SUBMIT ANY COMMENTS  
IN WRITING PRIOR TO NOON ON THE DAY OF THE MEETING BY EMAILING  
[csallis@cityofneedles.com](mailto:csallis@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: 954 669 835#  
OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 954 669 835#  
Meetings are being recorded

### CALL TO ORDER - ROLL CALL

### APPROVAL OF AGENDA

(ACT)

### CORRESPONDENCE

**PUBLIC APPEARANCE:** Persons wishing to address the Board on subjects other than those scheduled are requested to do so at this time. When called by the Chairman, please come to the podium and 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 California Government Code Sec. 54950 prohibits the Board 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. PowerPoint Presentation by Raftelis on the Electric Rate Study Results (Cost of Service Study) (INF)

**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 Chairman or any Member of the Board may pull an item from the Consent Calendar for discussion. Prior to Board action, a member of the public may address the Board on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 2 through 6 on the Consent Calendar by affirmative vote (ACT)

2. Approve the minutes of the regular meeting held July 1, 2025
3. Accept the AB32 Greenhouse Gas (GHG) Emissions Verification Report 2024 Emissions prepared by WZI Inc.

- [4.](#) Approve Change Order #1 with Raftelis Financial Consultants, Inc. to include a Joint Pole Cost of Service Analysis in the Comprehensive Electric, Water and Wastewater Utility Cost of Service Ratemaking Study at a cost not to exceed \$5,000 to be funded from the adopted FY26 electric budget
- [5.](#) Approve the First Amendment to the Non-Exclusive License Agreement for Joint Use of Poles between the City of Needles and Fort Mojave Telecommunications, Inc. authorizing additional attachments along Erin Drive, Washington Street, and Highland Avenue
- [6.](#) Authorize a not to exceed expenditure of \$15,000 for Brooks Consulting, LLC for Professional Electrical Engineering Services for FY26 to be funded from the adopted electric budget (Amended)

**REGULAR ITEMS** (A three minute time limit per person has been established per Municipal Code Section 2-18)

- [7.](#) Accept the California Public Utilities Commission (CPUC) Electric Distribution Audit covering the period of March 10-14, 2025, as documented in the final report dated June 25, 2025 (ACT)

**REPORTS** (INF)

- [8.](#) Monthly Activity Report May 2025
- [9.](#) Present Perfected Rights Report June 2025
- [10.](#) EUSI, LLC operational support services relating to the wastewater treatment facility and collection system June 2025

**MANAGER'S REPORT**

- [11.](#) Manager Reports July 18 and 25, 2025

**BOARD REQUESTS**

**ADJOURNMENT**

**INTERNET ACCESS TO BOARD AGENDA AND STAFF REPORT MATERIAL IS AVAILABLE PRIOR TO THE MEETING AT: [HTTP://WWW.CITYOFNEEDLES.COM](http://www.cityofneedles.com)**

**Posted: July 31, 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 Administrative 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 Cheryl Sallis, Secretary to the Board, at (760) 326-2113 ext 115. 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).*

# Rate Study Results

Prepared For:



City of Needles



# Objectives

## Identify

- Cost to serve each customer class

## Evaluate

- Current rate structure so that all costs are covered

## Recommend

- Options for new rates based on results





# Revenue Requirements



# Financial Assumptions

## *Escalators Affecting Revenues*



**Energy Sales:**

**0.25%**



**Account Growth:**

**0.63%**



**CPI Inflation:**

**2.6%**



# Financial Assumptions

## *Escalators Affecting Expenses*



**Salaries & Wages:**

3.8%



**Health Insurance:**

4.3%



**Retirement:**

3.2%



**Fuel, Utilities, Chemicals:**

5.5%



**Contract Services:**

5.1%



# Revenue Requirements

## No Rate Intervention

<b>OPERATING REVENUES</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>
Base Usage Charge	\$ 12,358,070	\$ 13,047,723	\$ 13,079,864	\$ 13,112,266	\$ 13,144,930	\$ 13,177,858	\$ 13,211,053
Excess Usage Charge	\$ 1,249,648	\$ 1,479,141	\$ 1,488,404	\$ 1,497,743	\$ 1,507,156	\$ 1,516,646	\$ 1,526,213
Other Operating Revenues	\$ 1,264,294	\$ 277,567	\$ 278,483	\$ 279,411	\$ 280,354	\$ 281,311	\$ 282,282
Non-Operating Revenues	\$ 32,277	\$ 210,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
<b>Total Revenues From Sales</b>	<b>\$ 14,904,289</b>	<b>\$ 15,014,432</b>	<b>\$ 14,856,751</b>	<b>\$ 14,899,420</b>	<b>\$ 14,942,440</b>	<b>\$ 14,985,815</b>	<b>\$ 15,029,548</b>

<b>OPERATING EXPENSES</b>							
Cost of Purchased Power	\$ 6,544,362	\$ 5,703,290	\$ 6,077,077	\$ 6,350,087	\$ 6,392,963	\$ 6,364,016	\$ 6,548,287
Distribution Expense - Operation	\$ 68,694	\$ 109,666	\$ 114,842	\$ 120,263	\$ 125,939	\$ 131,883	\$ 138,108
Distribution Expense - Customer	\$ 219,922	\$ 330,252	\$ 343,811	\$ 360,400	\$ 377,687	\$ 395,824	\$ 414,256
Accounting	\$ 14,547	\$ 21,500	\$ 22,605	\$ 23,767	\$ 24,989	\$ 26,273	\$ 27,624
Ab32 Surcharge Rps/C&T	\$ 1,799,997	\$ 1,912,000	\$ 2,002,246	\$ 2,096,751	\$ 2,195,717	\$ 2,299,354	\$ 2,407,883
Fairshare Allocation	\$ 469,547	\$ 483,633	\$ 498,142	\$ 513,086	\$ 528,479	\$ 544,333	\$ 560,663
Administrative and General Expense	\$ 2,483,050	\$ 2,944,897	\$ 2,917,543	\$ 2,993,183	\$ 3,071,958	\$ 3,154,014	\$ 3,239,503
<b>Total Cash Operating Expenses</b>	<b>\$ 11,600,119</b>	<b>\$ 11,505,238</b>	<b>\$ 11,976,266</b>	<b>\$ 12,457,538</b>	<b>\$ 12,717,731</b>	<b>\$ 12,915,697</b>	<b>\$ 13,336,323</b>

<b>Net Cash From Operations</b>	<b>\$ 3,304,170</b>	<b>\$ 3,509,194</b>	<b>\$ 2,880,486</b>	<b>\$ 2,441,882</b>	<b>\$ 2,224,709</b>	<b>\$ 2,070,118</b>	<b>\$ 1,693,225</b>
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# Revenue Requirements

## No Rate Intervention

	2024	2025	2026	2027	2028	2029	2030
<b>BALANCE AVAILALE FOR DEBT SERVICE</b>	<b>\$ 3,304,170</b>	<b>\$ 3,509,194</b>	<b>\$ 2,880,486</b>	<b>\$ 2,441,882</b>	<b>\$ 2,224,709</b>	<b>\$ 2,070,118</b>	<b>\$ 1,693,225</b>

### Debt Service Coverage Test

Annual Debt Service Payment	\$ 682,350	\$ 682,350	\$ 682,351	\$ 682,351	\$ 682,351	\$ 682,351	\$ 682,350
Calculated Debt Service Coverage	4.84	5.14	4.22	3.58	3.26	3.03	2.48

<b>Debt Covenants (Req. 1.2)</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>	<b>Pass</b>
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<b>Beginning Unresetricted Cash &amp; Equivalents</b>	<b>\$ 1,115,726</b>	<b>\$ 3,153,092</b>	<b>\$ 4,978,909</b>	<b>\$ 6,237,020</b>	<b>\$ 7,056,527</b>	<b>\$ 7,658,861</b>	<b>\$ 8,106,605</b>
Cash from Operations	\$ 3,304,170	\$ 3,509,194	\$ 2,880,486	\$ 2,441,882	\$ 2,224,709	\$ 2,070,118	\$ 1,693,225
ARF Transfers	\$ (584,454)	\$ (672,670)	\$ (611,667)	\$ (611,667)	\$ (611,667)	\$ (611,667)	\$ (611,667)
Debt Service Outlays	\$ (682,350)	\$ (682,350)	\$ (682,351)	\$ (682,351)	\$ (682,351)	\$ (682,351)	\$ (682,350)
Purchase Payment		\$ (313,223)	\$ (313,223)	\$ (313,223)	\$ (313,223)	\$ (313,223)	\$ (313,223)
Bank & Trustee Charges		\$ (15,134)	\$ (15,134)	\$ (15,134)	\$ (15,134)	\$ (15,134)	\$ (15,134)
<b>End of Year Unrestricted Cash &amp; Equivalents</b>	<b>\$ 3,153,092</b>	<b>\$ 4,978,909</b>	<b>\$ 6,237,020</b>	<b>\$ 7,056,527</b>	<b>\$ 7,658,861</b>	<b>\$ 8,106,605</b>	<b>\$ 8,177,456</b>

Days Cash on Hand	99.21	157.95	190.09	206.75	219.81	229.09	223.81
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# Cost-of-Service Analysis

FY2026 Test Year





# Purpose

**A Cost-of-Service study is intended to allocate costs based on their functional purpose across different customer groups for the purpose of ensuring customers pay a fair and justifiable rate that is tied closely to their cost causation and is aligned with the utility's operational and financial needs.**

## **Customer Groups**

- Pursuant to the study requirements, KRSA evaluated the customer data and developed customer groupings consistent with other utilities and aligned with Needle's specific customer profiles. This resulted in the following customer groups that were incorporated into the cost-of-service analysis:
  - Residential
  - Small Commercial (0-25kW)
  - Medium Commercial (25-100 kW)
  - Large Commercial (100kW +)
  - Street Lighting



# Unbundled Results

	Residential	Small Commercial (0-25kW)	Medium Commercial (25kW-100kW)	Large Commercial (100kW+)	Street Lights
<b>Unbundled</b>					
Metering & Billing	\$20.32	\$20.88	\$34.44	\$170.89	\$0.09
Service Connection	\$22.82	\$45.63	\$114.08	\$159.71	\$17.21
Delivery					
Per MWh	\$36.00	\$35.85			\$6.85
Per kW			\$6.29	\$5.51	
Generation - Energy per MWh	\$28.79	\$28.79	\$28.80	\$64.67	\$64.67
Generation - Capacity Per MWh	\$64.99	\$75.21	\$50.78		\$23.50
Generation - Capacity Per kW				\$9.01	

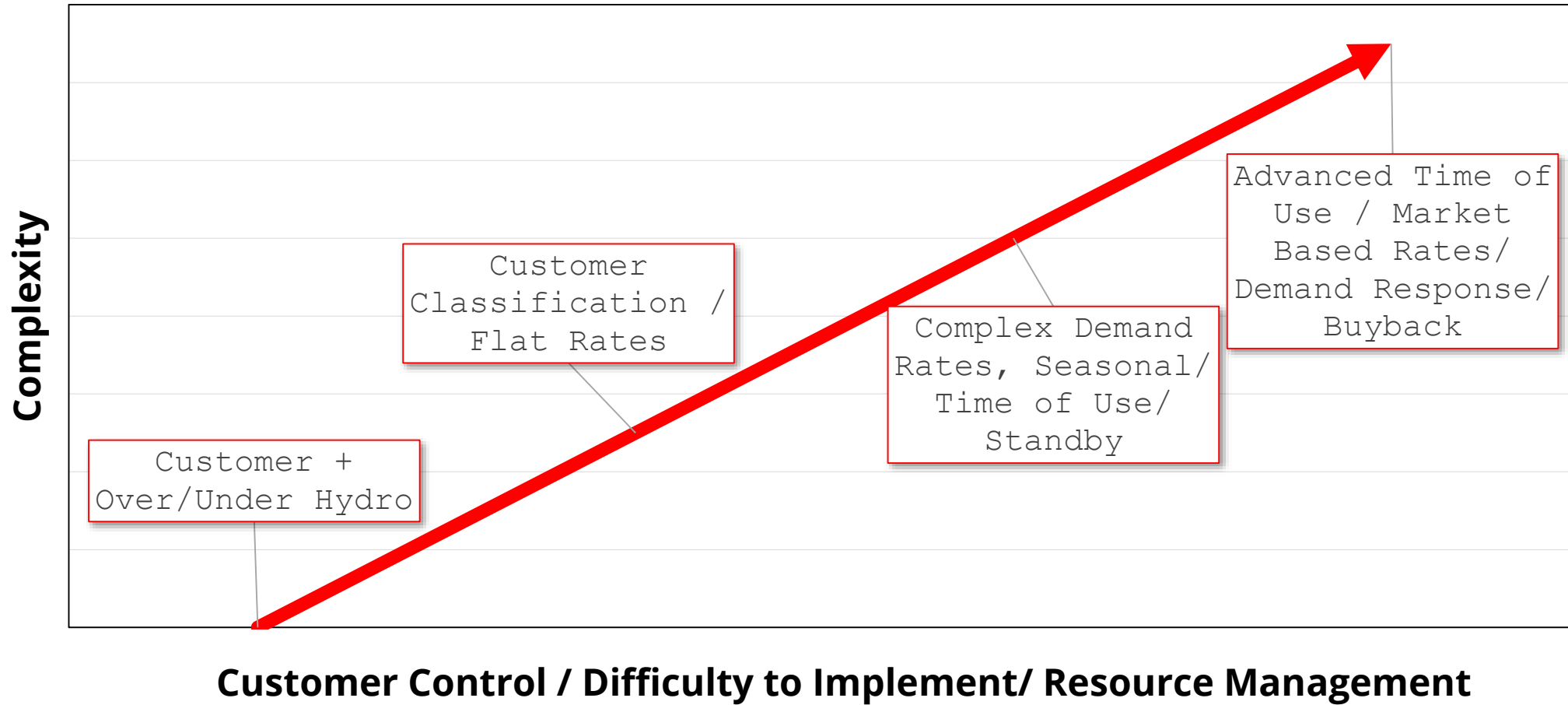




# Rate Design



# Rate Design



# Option 1

## Current Rate Structure – No Rate Change

### Winter Rates

Charge Type	Charge Amount
Basic Service Charge	\$36.22
Hydro Allotment (401kWh)	\$0.0818
Over Hydro	\$0.1338
CA Cons. Charge	\$0.0025
Utility User Tax	

### Summer Rates

Charge Type	Charge Amount
Basic Service Charge	\$36.22
Hydro Allotment (401kWh)	\$0.0704
Over Hydro	\$0.1238
CA Cons. Charge	\$0.0025
Utility User Tax	2.5%

### Bill Sample

	Residential (1500 kWh)	Large Commercial (100kW+)
Basic Service Charge	\$36.22	\$36.22
Hydro Allotment (754 kWh)	\$53.08	\$53.08
Over Hydro	\$92.35	\$29,351.25
CA Cons. Charge	\$3.75	\$594.60
	<b>\$185.41</b>	<b>\$30,035.15</b>



# Option 2

## Customer & Energy Charge

Energy Only Rates	Total	Residential	Small Commercial (0-25kW)	Medium Commercial (25kW-100kW)	Large Commercial (100kW+)	Street Lights
Customer Charge	\$53.17	\$45.15	\$69.63	\$155.47	\$346.08	\$18.11
Delivery Charge Per kWh	\$0.0133	\$0.0198	\$0.0230	\$0.0155	\$0.0073	\$0.0072
Power Charge Per kWh	\$0.1073	\$0.1160	\$0.1234	\$0.0944	\$0.1009	\$0.0923

### Bill Sample

	Residential (1500 kWh)	Large Commercial (100kW+)
Customer Charge	\$45.15	\$346.08
Delivery Charge Per MWh	\$29.75	\$1,744.26
Power Charge Per MWh	\$174.04	\$24,001.19
CA Cons. Charge	\$3.75	\$594.60
	<b>\$252.69</b>	<b>\$26,686.12</b>



# Option 3

## Customer, Demand and Energy Rates

Energy+Demand Rates	Total	Residential	Small Commercial (0-25kW)	Medium Commercial (25kW-100kW)	Large Commercial (100kW+)	Street Lights
Customer Charge	\$53.17	\$45.15	\$69.63	\$155.47	\$346.08	\$18.11
Delivery Charge Per kWh	\$0.0133	\$0.0198	\$0.0230			\$0.0072
Delivery Charge Per kW				\$3.84	\$2.75	\$0.00
Power Capacity Charge Per kW					\$9.43	\$0.00
Power Energy Charge Per kWh	\$0.1073	\$0.1160	\$0.1234	\$0.0944	\$0.0758	\$0.0923

### Bill Sample

	Residential (1500 kWh)	Large Commercial (100kW+)
Customer Charge	\$45.15	\$346.08
Delivery Charge Per MWh	\$29.75	\$0.00
Delivery Charge Per kW	\$0.00	\$1,525.00
Power Capacity Charge Per kW	\$0.00	\$5,231.12
Power Energy Charge Per MWh	\$174.04	\$18,017.97
CA Cons. Charge	\$3.75	\$594.60
	<b>\$252.69</b>	<b>\$25,714.77</b>



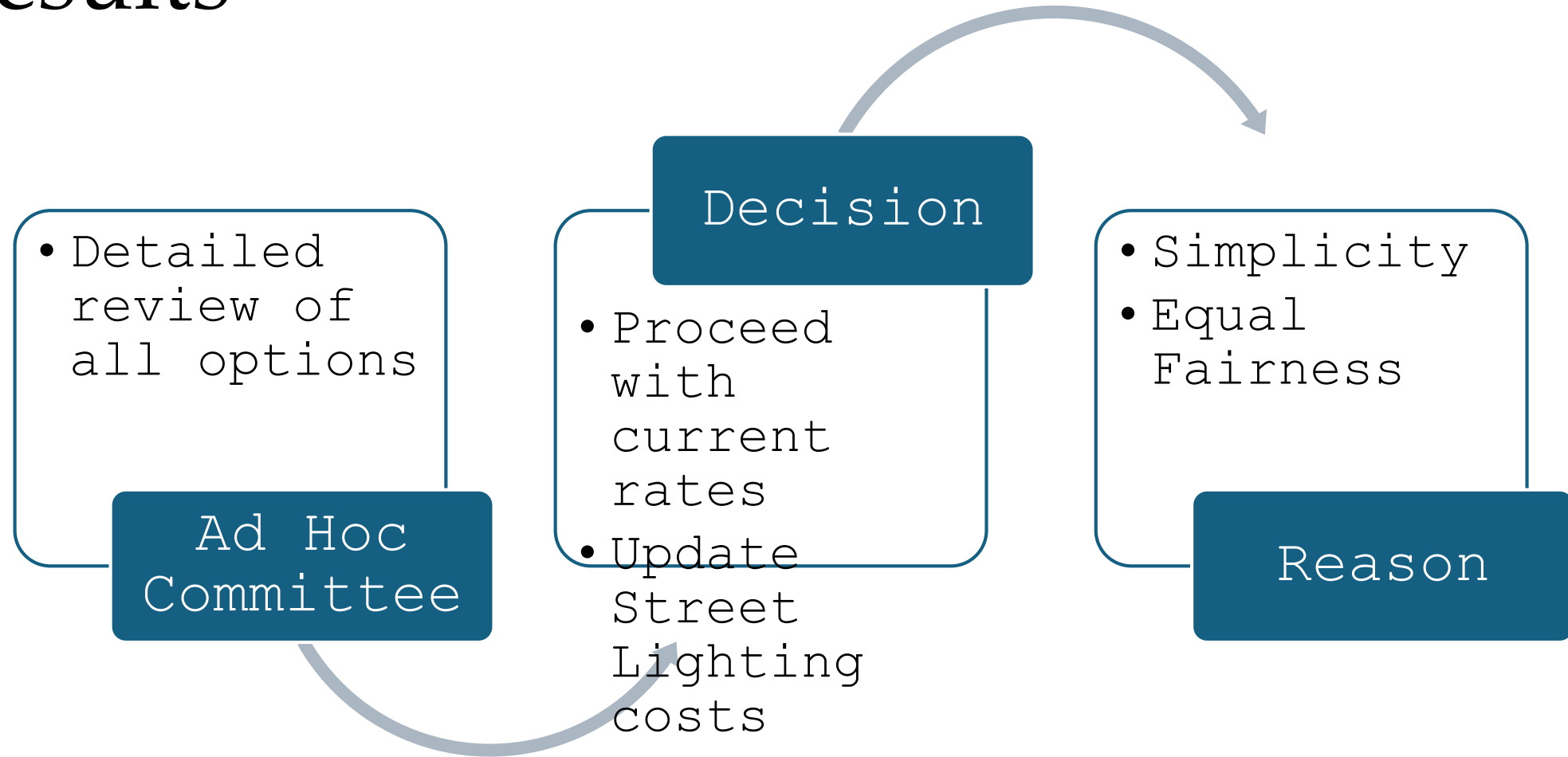
# Street Light Pricing

## Proposed Rate Change

Type	Size	KWh	Current Rate	Proposed Rate
Decorator	100	43	11.74	\$22.39
Sodium	100	43	8.62	\$22.39
Sodium	200	85	14.58	\$26.57
Sodium	400	171	27.15	\$35.12
LED	38	16	4.24	\$19.71



# Results



# Thank You!

## Questions?

Written questions or comments  
can be sent to  
[adb@krsaline.com](mailto:adb@krsaline.com)

Prepared by:

*KRSA District Services Team*

Utility Formation, Governance, Federal Power Systems,  
Power Supply, Power Markets, Budgeting, Financing, Rates,  
Billing, Bookkeeping, Reporting, and More!

**Kenneth Saline P.E.**  
**Dennis Delaney P.E.**  
**Jeffrey Woner**  
**Kent Simer**  
**Daniel Pritchard**  
**Jennifer Torpey**

**Scott Saline**  
**Maggie Bauer**  
**Ashley Blank**  
**Nicole Klinker**





## BOARD OF PUBLIC UTILITIES

July 1, 2025

The regular meeting of the Board of Public Utilities held on the 1st day of July, 2025, was called to order at 4:00 p.m. with CHAIRMAN CAMPBELL presiding and the following COMMISSIONERS present:

COMMISSIONERS JONES, WALTERS, BROWN, CAIRNS AND POWELL

Also Present: SECRETARY SALLIS, UTILITY MANAGER TORRANCE AND OTHER KEY STAFF

EX ABSNC COMMISSIONER BROWN MOVED, SECONDED BY COMMISSIONER CAIRNS, to grant an excused absence to COMMISSIONER McNEIL. Motion carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS JONES,  
WALTERS, BROWN, CAIRNS AND POWELL  
NOES: NONE  
ABSENT: COMMISSIONER McNEIL

Deputy City Clerk Sallis administered the Oath of Office to new Board Member Keith Jones and all extended a welcome.

APPROVAL COMMISSIONER BROWN MOVED, SECONDED BY COMMISSIONER  
AGENDA POWELL, to approve the agenda. Motion carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS JONES,  
WALTERS, BROWN, CAIRNS AND POWELL  
NOES: NONE  
ABSENT: COMMISSIONER McNEIL

CORSPNDN: None

PBLC APRN: None

PRESENTN: Utility Manager Torrance explained that for several months staff has been working on a financial model for a new rate study for water, wastewater and electric. The PowerPoint presentation today is water and wastewater and will show the model for those two departments. She introduced the consultant, Brian Bass, Manager, Raftelis.  
WTR & WW  
RATE STDY

Mr. Bass went over his PowerPoint including the rate study process, financial planning and rate projections, financial assumptions, water and wastewater status quo pro forma, financial plan results detail, proposed water and wastewater rates and bill impacts. He noted that a cost of service analysis is required under Prop 218.

Utility Manager Torrance spoke on the importance of a rate study to assure the utilities have enough revenue to cover all expenses noting that there cannot be borrowing between funds and each must stand independently. Water has been successful and only looking at a 3% increase but that's not the case with wastewater which has a lot of capital needs that are not able to be done. In order to avoid debt in wastewater, the rate increase will be spread over a five year plan. This is for information only today. The electric update will be on the next agenda and will be looking at different rate structures.

CHAIRMAN CAMPBELL explained that the Board approved the wastewater budget which included a list of capital projects so if any Board Member wants to see the millions of dollars, they're on that list. He also noted that the annual cost of living adjustment (COLA) will be coming in August or September to be implemented in October. COMMISSIONER BROWN asked that the list of capital projects be provided to the Board.

CNST CAL: COMMISSIONER BROWN MOVED, SECONDED BY COMMISSIONER CAIRNS, to pull agenda item 5 (Adopt the State Water Resources Control Board Cross Connection Control [CCC] Plan as prepared by John Bush, Bush's Backflow, Cross Connection Control Specialist) and approve consent calendar agenda items 2, 3, 4 and 6

2. Approval of minutes of the regular meeting held June 17, 2025
3. Approve the Annual Depository Statement for fiscal year 2025-2026 for bond debt service, contract services, purchase payments, and reimbursement of non-utility sanitation revenues deposited with the Authority and authorize finance staff to make monthly transfers from NPUA to City accounts
4. Accept the 2025 Reservoir Inspection Reports for the East Tank and West Tank located on San Clemente at Clary Drive and the High Tank located on Parkway
6. Approve the Power Purchase Cost Adjustment (PCA) for April 2025 and continue the over-hydro rate of \$0.1238 as established June 1, 2025

Motion to approve agenda item 2 carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS WALTERS,  
BROWN, CAIRNS AND POWELL  
NOES: NONE  
ABSENT: COMMISSIONER McNEIL  
ABSTAIN: COMMISSIONER JONES

Motion to approve agenda items 3, 4 and 6 carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS JONES,  
WALTERS, BROWN, CAIRNS AND POWELL  
NOES: NONE  
ABSENT: COMMISSIONER McNEIL

CRSS CNCT CONTROL PLAN COMMISSIONER BROWN questioned if all water systems were required to adopt the Cross Connection Control (CCC) Plan by July 1, 2024. Utility Manager Torrance explained that the city requested an extension and have submitted this draft plan for State review and comment. The due date of July 1, 2024 on the Board cover sheet is in error and should be July 1, 2025.

COMMISSIONER BROWN MOVED, SECONDED BY COMMISSIONER CAIRNS, to approve consent calendar agenda item 5 and adopt the State Water Resources Control Board Cross Connection Control [CCC] Plan as prepared by John Bush, Bush's Backflow, Cross Connection Control Specialist. Motion carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS JONES, WALTERS, BROWN, CAIRNS AND POWELL  
NOES: NONE  
ABSENT: COMMISSIONER McNEIL

REG ITEMS: COMMISSIONER CAIRNS MOVED, SECONDED BY COMMISSIONER BROWN, to appoint COMMISSIONER WALTERS to the Alternative Energy Ad Hoc Committee. Motion carried by the following roll call vote:

ALT ENGY AD HOC COMM

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS JONES, WALTERS, BROWN, CAIRNS AND POWELL  
NOES: NONE  
ABSENT: COMMISSIONER McNEIL

CHAIRMAN CAMPBELL briefly explained the purpose and goals of the Ad Hoc Committee and COMMISSIONER BROWN requested that COMMISSIONER WALTERS be provided a copy of the latest engineering study on the different sites.

REPORTS: CHAIRMAN CAMPBELL acknowledged the following reports: 1) EUSI, LLC operational support services relating to the wastewater treatment facility and collection system May 2025; 2) Present Perfected Rights Report May 2025; 3) Monthly activity report April 2025

MGR'S RPT: Utility Manager Torrance reported: 1) provided an update on the California Avenue pole yard improvements; 2) power outage on Saturday when a tumbleweed got into the powerlines and caught fire near the Murl Shaver Substation; 3) water leak on Beach Drive involving electric with water leaking out of conduit lines; 4) California Public Utilities Commission (CPUC) inspection/audit was conducted on the electric system regarding General Order (GO) 95. Will bring final report to the Board along with findings and cost estimate/plan to implement; and 5) water dept. is cleaning up well #15 site as it has been a junk yard for scrap/surplus materials.

BRD RQSTS: None

July 1, 2025  
Page 4

CHAIRMAN CAMPBELL declared the regular meeting of the Board of Public Utilities held on the 1st day of July, 2025, adjourned at 4:41 p.m.

ATTEST: \_\_\_\_\_  
Chairman Secretary



## City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES ☒ Regular ☐ Special

**Meeting Date:** August 5, 2025

**Title:** Accept the AB32 Greenhouse Gas (GHG) Emissions Verification Report 2024 Emissions prepared by WZI Inc.

**Background:** The California Air Resources Board requires a third-party verifier of the GHG. WZI Inc. reported, "The City of Needles' 2024 emission data reports for Electric Power Entity (ARB AD 3047) are found to be **free of material misstatement and in conformance** with the Mandatory Reporting Requirement". The City's annual metric ton of CO<sub>2</sub>e is reported for 2024 is **29,815**.

Every year, covered entities turn in allowances and offsets for 30 percent of the previous year's emissions. The City of Needles meets this requirement annually by utilizing the free allocation of allowances provided by CARB. For 2024, the City of Needles has **6,082 free allowances**.

At the end of each compliance period, covered entities must turn in the remaining 70 percent allowances and a limited number of offsets covering the remainder of emissions in that compliance period. To meet the remaining 70 percent requirement, entities may participate in CARB auctions or purchase allowances and offsets from the open market. The current compliance period is a three-year period beginning in 2024 to 2026.

**Fiscal Impact:** Remaining allowances and offsets for 2024 are 23,733; market prices for 2023 was \$37.40/allowance. The estimated fiscal impact for 2024 GHG allowances and offsets is \$887K. The City of Needles will not transact for the required allowances and offsets until the enclosed verification report is accepted by CARB and posted to the City of Needles Compliance and Tracking System to verify quantities needed.

**Environmental Impact:** Reduction in greenhouse gas emissions

**Recommended Action:** Accept the AB32 Greenhouse Gas (GHG) Emissions Verification Report 2024 Emissions prepared by WZI Inc.

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

**City Manager Approval:** Patrick J. Martinez Date: 7/28/2025

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

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

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



June 25, 2025

Rainie Torrance  
City of Needles  
Assistant Utility Manager

**Re: AB32 Greenhouse Gas Verification Statement**

Dear Ms. Torrance:

After reviewing your transaction data, inventory plan, and supporting documents, WZI Inc. can offer a positive verification statement on your AB32 report for calendar year 2024. We can state with reasonable assurance that your 2024 report is free of material misstatement and conforms to the requirements of the Mandatory Reporting Rule.

**Richard B. Wilson**

Lead Verifier

**Mary Jane Wilson**

Independent Reviewer

## EMISSIONS DATA REPORT

For assistance completing or submitting this report, contact [ghgverify@arb.ca.gov](mailto:ghgverify@arb.ca.gov).

### PART I: EMISSIONS DATA REPORT INFORMATION

Reporting Year:  
2024

### PART II: VERIFICATION BODY INFORMATION

Verification Body Name:  
WZI Inc.

### PART III: REPORTING ENTITY INFORMATION

Name of Reporting Entity:  
City of Needles

CARB ID Number:  
3047

### PART IV: VERIFICATION STATEMENT INFORMATION

1. This verification statement attests that the submitted data are (check one):

- ☒ Reasonably assured of being free of material misstatement  
☐ NOT reasonably assured of being free of material misstatement

2. This verification statement attests that the submitted data are (check one):

- ☒ Reasonably assured of being in conformance with the regulation  
☐ NOT reasonably assured of being in conformance with the regulation  
☐ NOT reasonably assured of being in conformance with the regulation, including NOT in conformance with §95131(b)(9): failure to correct data errors discovered during data checks


3. As a result of the selections above, the final verification statement is (check one):

- ☒ Positive: Reasonably assured of no material misstatement and in conformance with the regulation  
☐ Qualified Positive: Reasonably assured of no material misstatement, but not reasonably assured in conformance with the regulation  
☐ Adverse: Not in conformance with §95131(b)(9) and/or not reasonably assured of no material misstatement


4. Provide the Qualifying Statement below (required for qualified positive or adverse statements):

**PART V: SIGNATURE**

☒ As the lead verifier for this verification, I certify under penalty of perjury under the laws of the State of California that the verification team has carried out all verification services as required by the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR) (title 17, California Code of Regulations, §95100-95158).

Printed Name: Richard Wilson	Date: 07/15/2025
Signature Of Lead Verifier: 	

☒ As the independent reviewer, I certify under penalty of perjury under the laws of the State of California, that I have conducted an independent review of the verification services and findings on behalf of the verification body as required by the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR) (title 17, California Code of Regulations, §95100-95158), and that the findings are true, accurate and complete.

Printed Name: Mary Jane Wilson	Date: 07/15/2025
Signature Of Independent Reviewer: 	





## **Verification Report:**

### **City of Needles, 2024**

#### **Entity Overview**

The City of Needles operates as an Electric Power Entity (EPE) under AB-32 mandatory GHG reporting. The City of Needles reports unspecified and specified electricity imports, and retail sales. The source includes power imported into California, managed for the City of Needles by Western Area Power Administration – Desert Southwest Region.

#### **Verification Overview**

GHG Verification for The City of Needles entity consisted of a site visit, off-site data and record checks, and correspondence with the client. WZI recalculated GHG emissions values to check against reported values and tested for any materiality issues. In addition, original source data e-tags and CAISO market downloads were checked against entered data to verify accurate data collection. Calculation methods were also checked for conformance. GHG inventory planning and activities were checked and evaluated for conformance to the AB-32 reporting regulation.

#### **Verification Team**

Lead Verifier-	Rich Wilson
Verifier-	Jesse Frederick
Internal Reviewer-	Mary Jane Wilson

## Verification Activities

### **GHG Monitoring Plan:**

-The entity's GHG inventory plan was obtained and checked for conformance. The plan thoroughly details required information and complies with the reporting regulation.

### **Unspecified Imports**

-The entity reported unspecified imports from 20 generating facilities outside of California. The transactions are e-tagged. Transactions are managed on behalf of the City by Western Area Power Administration – Desert Southwest Region. The e-tags are compiled in an automated process by OATI. The entity requests a “Tags Sinking in Needles” report from OATI, which captures all e-tags delivered to the City. That data is then filtered to remove e-tags that are exempt from reporting. The removed tags include power originating in CA, and tags that are part of the DSWM Parker-Davis allocation sourced from Davis230. The DSWM tags are discussed under specified imports.

-Two sets of “metered” imports are also reported. These include the WALC Energy Imbalance Market transactions, and the Aggregated Energy Services group sharing transactions. These mechanisms are used to meet additional demand not covered by the tagged transactions. Meter reports from the City are used to calculate the transactions from these two sources, both of which originate outside of CA.

The verification team reviewed the complete OATI transaction data, and performed several additional data checks:

1. At the request of the verification team, a new query of the OATI data was re-run and sent to the verification team. The new data query matched the data used in the report exactly.
2. A random sample of e-tags was requested, and the actual tags reviewed. Extra focus was put on tags that were excluded from the report, to ensure that they were correctly excluded. Tags matched reported data, and excluded tags were all sourced in CA. No issues were discovered.
3. Annual meter reports were requested and reviewed. The verification team was able to check the accuracy of the calculations used to determine the WALC energy imbalance and the AES group share transactions.
4. The verification team was made aware of 10 e-tags that were attested in 2024. This was determined to be due to errors made during tag creation. The attested tags corrected the errors and were determined to be accurate.
5. The verification team checked the e-tag data for transactions that were reported as unspecified imports. Tags were checked for appropriate source and sink codes, and were

filtered by source and total MWh recalculated. Total CO2e was also recalculated. No issues were discovered.

### **Specified Imports**

-The entity reported specified imports from the DSWM Parker-Davis allocation sourced from Davis230. The City of Needles Parker-Davis Project allocation is delivered across the California border by WAPA-DSW using the DSWM01 PSE code and is reported on the City of Needles GHG Report as a specified import imported on behalf of the City of Needles. These transactions are hydroelectric power and have a zero CO2e value.

The verification team reviewed the e-tag data, and performed these data checks:

1. E-tags were checked for DSWM01 PSE codes. All tags were DSWM01.
2. Tags were totaled and checked against reported values. No issues were discovered.

### **Retail Sales**

-The entity reported retail sales as a retail utility provider. These sales are reported based on monthly totals of the utility retail meter readings. These transactions do not contribute to the entity's CO2e total.

The verification team performed these data checks:

1. Monthly meter report was requested and reviewed. Total metered sales matched reported value exactly.

### **Material Misstatement Assessment**

-To determine the error in reported data discrepancies, omissions, and misreporting events were quantified and used:

$$\sum \frac{[Discrepancies + Omissions + Misreporting]}{Total\ Reported\ Covered\ Emissions} = \frac{[0 + 0 + 0]}{29,815\ MT\ CO2e} = 0$$

### **Verification Statement**

After evaluating the facility's GHG inventory program, data, and reported values, WZI Inc. can issue a **POSITIVE** verification statement. It is our opinion that the entity's report contains no material misstatement, and conforms to the requirements of the AB-32 reporting regulation.

#### Attachments:

- Verification Plan
- Sampling Plan
- Risk Assessment
- Issues Log
- GHG Monitoring Plan Checklist
- Transactions data calculated by verification team w/ materiality testing



**Verification Plan**  
**City of Needles 2024 Report**  
**(AB-104462)**

**Verification of 2024  
Greenhouse Gas Emissions Report**

WZI Inc.  
1717 28<sup>th</sup> Street  
Bakersfield, CA 93301  
(661)326-1112

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## Executive Summary

WZI was contracted to perform Greenhouse Gas verification services for the 2024 calendar year. Transactions Data are required to be fully verified by an accredited verification body.

## Facility Overview

City of Needles is a power importer and retail provider in the state of California. Power transactions are managed on behalf of the City of Needles by the Western Area Power Authority.

The City of Needles reports transactions including specified and unspecified imports of hydroelectric and fossil-fuel generation, and retail sales.

## General Plan

The WZI verification team will take steps to become familiar with the entity's trading operations in California. Transparency of data collection methods and how items are tracked will be scrutinized. Additionally, the team will scrutinize data collection methods, the personnel involved, and training methods in place that are meant to ensure precise data reporting. More details on information requested for verification to begin is detailed below in "Document Request."

## Verification Team

Lead Verifier-	Rich Wilson
Verifier-	Jesse Frederick
Internal Reviewer-	Mary Jane Wilson

## Pre-Verification

WZI completed the required Conflict-of-Interest Form-A, which yielded a result of a "Low Conflict-of-Interest". Form-A was submitted and was approved to begin verification.

## Verification Activities

### A. Desk review of Report

The first tool is the Greenhouse Gas Monitoring Plan which will be reviewed by WZI to understand the facility operation and the methods used to properly report data from both emissions and product. Additionally, WZI has developed a checklist to use while reviewing the Monitoring Plan to ensure all necessary information is complete pursuant to Sections 95105(c)(1) through 95105(c)(10) of the Mandatory Reporting Rule.

The 2024 summary report will be downloaded and reviewed for background and any broad issues.

### B. Kick-Off Meeting

Kick-off meetings will be conducted through conference calls. This will consist of a discussion of what WZI is looking for in the data that is provided by Needles and WAPA agents and a general plan for how WZI will proceed in the verification process. The Greenhouse Gas Verification plan is the first source of information that serves as a basis for this discussion.

### C. Document Request

A Document Request will be sent to the operator after the kick-off meeting. The operator will be asked to provide the requested documents in a timely manner. For the 2024 verification, the following information will be requested:

1. Greenhouse Gas Monitoring Plan;
2. Specified Import data;
3. Unspecified Export e-tags;
4. “GHG Quantities with Pivot” spreadsheet for 2024; and
5. 2024 EPE Workbook.

### D. Off-Site Data Review

The off-site data review will be conducted at the WZI offices, and will consist of the following:

#### 1. Create Sampling Plan

The Verification team will prepare a sampling plan based on data and documentation received from the operator. The sampling plan’s primary focus will be the specified imports.



## 2. Data Completeness Check

The team will verify that all required data was collected. This data includes all power transactions into, out of, and through CA. Once the data is obtained, the data will be scrutinized for inconsistencies and how the data was collected and tracked. The team will inspect any data transfers from one format or source to another, either manual or automatic, and ensure that data quality is maintained throughout. After the data collection and tracking methods are checked, the team will ensure that data was manipulated properly. This would include procedures such as conversion factors unique to the operation, unit conversion accuracy, or general calculations used to prepare data for reporting purposes. Finally, the team will ensure that the data submitted in the report corresponds to the data records tracked for this year.

## 3. Data/Calculation Conformance Check

The team will verify that the calculation methods selected by the operator conform to the reporting regulation. The team will run sample calculations to verify the accuracy of the operator's calculation methods. Any error in reporting will be noted, regardless of significance, into the issues log and an explanation will be provided in the final report if the cause of the error is known (i.e. rounding error). If, however, the numbers for reporting do not match it will be noted in the issues log and is subject to revision by the reporter.

## 4. Issues Log Review

The team will compile the issues log and determine the impact of any errors found. Each issue will be identified with the date of discovery; a detailed description of the issue found; the specific reference in the MRR related to the issue; the impact on reported data (non-conformance, misstatement, etc.) and, finally, the resolution of the issue after corrective action is taken by the reporter to satisfy the mandatory reporting rule.

## 5. Materiality/Conformity Analysis

The team will determine if any errors found would create a material misstatement or a non-conformance. This information will be noted in the issues log. In the case of missing data, the proper steps will be taken according to Section 95129 of the MRR. The team will prepare a draft statement.

## E. Site Visit

A site visit will be conducted at the WAPA building in Phoenix, AZ.

#### F. Revisions (If Needed)

If the report requires revision, the team will set the report status to “Revision Requested”. After any revisions are complete, the verification will resume at step D.

#### G. Statement/Report Preparation

Materials from the off-site data review will be compiled into a draft verification report. The complete team will meet to determine the initial verification statement.

#### H. Internal Review

The report, issues log, and data will be submitted to the internal reviewer for final QA check. Depending on the internal reviewer’s assessment, the verification team may need to return to the assessment for clarification. This may involve more information to be requested from the facility and/or a deeper review of portions the internal reviewer may flag as something that needs further scrutiny. Once the internal reviewer signs off on the report, the final statement can be prepared.

#### I. Final Statement/Report

Any errors found by the internal reviewer will be corrected. The final verification report will be prepared and submitted to the operator. After the operator has had sufficient time to review the report, the statement will be submitted to ARB via the reporting tool.

### Emissions Source Ranking

Item 3.

## Risk Assessment: City of Needles 2024

Category	Description	Uncertainty/Risk Assessment	Follow-up
Data Acquisition Equipment	Meter data used to calculate EIM transactions and retail sales	Data uncertainty is moderate due to large volume of transactions.	Meter data was checked down to actual meter reports. E-tag data was re-queried and checked. No issues.
Data Sampling and Frequency	Unspecified import data is generated by direct query of OATI e-tags. Meter data is sampled monthly.	Data uncertainty is moderate due to large volume of transactions.	Random sample of e-tag data was re-queried and checked.
Data Processing and Tracking	Data is maintained by WAPA DSW personnel.	Data uncertainty is moderate due to large volume of transactions.	Random sample of e-tag data was re-queried and checked.
Emissions Calculations	Calculations are performed in the ONE workbook using ARB emissions factors for specified imports.	Low risk area.	N/A
Data Reporting	Data is reported in CAL e-GGRT in accordance with the MRR.	Low risk area.	N/A
Product Data	N/A	N/A	N/A
Management policies/practices	The entity maintains a compliant inventory plan and procedure.	Low risk area.	Plan was checked for conformance

Issues Log: City of Needles 2024

Issue	Date	Issue	Regulation Reference	Impact	Resolution
1		None Found			
2					
3					
4					
5					
6					
7					
8					

## GHG Monitoring Plan Checklist: City of Needles 2024

Requirement		Check	Notes
1	Information to allow the verification team to develop a general understanding of entity boundaries, operations, and electricity transactions	X	
2	Reference to management policies or practices applicable to reporting pursuant to section 95111	X	
3	List of key personnel involved in compiling data and preparing the emissions data report	X	
4	Training practices for personnel involved in reporting delivered electricity pursuant to section 95111 and responsible for data report certification, including documented training procedures	X	
5	Query of NERC e-Tag source data to determine the quantity of electricity (MWh) imported, exported, and wheeled for transactions in which they are the purchasing-selling entity on the last physical path segment that crosses the border of the state of California, access to review the raw e-Tag data, a tabulated summary, and query description	X	
6	Reference to other independent or internal data management systems and records, including written power contracts and associated verbal or electronic records, full or partial ownership, invoices, and settlements data used to document whether reported transactions are specified or unspecified and whether the requirements for adjustments to covered emissions pursuant to sections 95852(b)(1)(B), 95852(b)(4) and 95852(b)(5) of the cap-and-trade regulation are met, specifically how the entity determined that the electricity associated with the RECs claimed for the RPS adjustment was not directly delivered to California, if reporting an RPS adjustment	X	
7	Description of steps taken and calculations made to aggregate data into reporting categories required pursuant to section 95111	X	
8	Records of preventive and corrective actions taken to address verifier and ARB findings of past nonconformances and material misstatements	X	
9	Log of emissions data report modifications made after initial certification	X	
10	A written description of an internal audit program that includes emissions data report review and documents ongoing efforts to improve the GHG Inventory Program	X	

[illegible]







## City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES ☒ Regular ☐ Special

**Meeting Date:** August 5, 2025

**Title:** Approve Change Order #1 with Raftelis Financial Consultants, Inc. to include a Joint Pole Cost of Service Analysis in the Comprehensive Electric, Water and Wastewater Utility Cost of Service Ratemaking Study at a cost not to exceed \$5,000 to be funded from the adopted FY26 electric budget

**Background:** The City of Needles issued a solicitation for qualified firms to conduct a Rate Study. The goal is to assist in determining how the City funds the administration, operation, maintenance, capital replacement, and improvements of its electric, water, and wastewater system. Raftelis was awarded the contract in October 2024. Raftelis subcontracted the electric review to K.R. Saline & Associates, PLC.

During the scope development, staff requested K.R. Saline & Associates, PLC to conduct a detailed Joint Pole Cost of Service Analysis into the electric rate analysis. The current joint pole fees have not been reviewed since the early 80's. The annual joint pole fees must include the actual cost to provide this service, including the current market replacement costs of power poles, wires, and other equipment.

The Joint Pole Cost of Service will be incorporated into the electric rate analysis, and a final report will be provided in late August 2025.

**Fiscal Impact:** Change order fees of \$5,000 to be funded by the electric adopted FY 26 budget.

**Environmental Impact:** N/A

**Recommended Action:** Approve Change Order #1 with Raftelis Financial Consultants, Inc. to include a Joint Pole Cost of Service Analysis in the utility ratemaking study, at a cost not to exceed \$5,000, to be funded from the adopted FY26 electric budget

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

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

**Date:** 7/28/2025

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

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

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

July 28, 2025

Rainie Torrance  
Utility Manager  
City of Needles  
817 3rd Street  
Needles, California 92363

**Subject: Electric, Water, and Wastewater Utility Cost of Service Rate Making Study**

Dear Rainie:

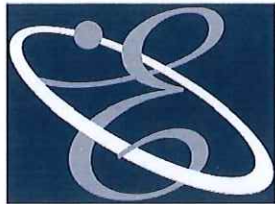
Attached is a contract amendment from K.R. Saline in the amount of \$5,000 for supplement work on this study. This increases their portion of contract amount from \$30,014 to \$35,014 and increases the total contractual amount from \$98,774 to \$103,774.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Todd Cristiano'.

**Todd Cristiano**, *Vice President*  
445 S Figueroa Street, Suite 1925, Los Angeles, CA 90071



K.R. Saline & Associates, PLC

**Date:** June 23, 2025

**Client:** City of Needles

**Address:** Rainie Torrance  
Utility Manager  
City of Needles  
817 Third Street  
Needles, CA 92363

**Project:** Joint Pole Analysis and Cost of Service Analysis

**Payment:** For services furnished, the Client shall pay K. R. Saline & Associates, PLC, upon submission of monthly invoices, an amount equal to the sum of all billed hourly charges for consulting services or the fixed project amounts specified in Exhibit B.

**Standard Provisions:** (See Exhibit A)

**Services:** The Consulting Services (Exhibit B) for the optimized utilization of Joint Use Poles Analysis.

**Rates:** Hourly rates for services are detailed in Exhibit C.

**Approved for CLIENT**

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

Title: \_\_\_\_\_

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

**Approved for CONSULTANT**

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

Title: Senior Project Manager

Date: 6/23/2025

## STANDARD PROVISIONS

1. The Consultant shall be a consultant and advisor to the Client as an independent contractor and shall not be an employee of the Client.
2. The Consultant represents that the services furnished under this Agreement will be in accordance with generally accepted professional practices. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement, and all implied warranties are hereby disclaimed.
3. Consultant agrees to carry errors and omissions insurance at all times during the term of this Agreement. In the event such insurance is in force, the Client agrees that the total liability of the Consultant to the Client for any and all claims, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution or indemnity claims based on third party claims, shall not exceed proceeds of insurance required to be maintained under this Agreement.
4. Either party may terminate this Agreement at any time by giving ten (10) days' written notice to the other party. In the event of termination, Client shall pay Consultant for all services rendered to the date of termination.
5. All documents, notes, and other data prepared by Consultant under this Agreement ("Work Products"), except for computer programs and spreadsheets, are the property of both the Consultant and Client. The Work Products (except for computer programs and spreadsheets) will be made available to Client, upon request, for review and copying during the term of this Agreement and for two years following the termination of this Agreement.

Except as specifically provided to the contrary in this Agreement, all computer programs, computer codes, and documents related thereto ("Computer Software") developed by or used by the Consultant in conjunction with the Consultant's work under this Agreement, shall remain the sole and exclusive property of the Consultant and Client shall have no right or title to or interest in such Computer Software. In the event the Consultant releases any such Computer Software to the Client, the Client shall protect the confidentiality of such Computer Software and shall not release or divulge such Computer Software to any other person or organization or let any other persons or organization use such Computer Software. In the event the Client allows such Computer Software to be used by others, the Client shall indemnify and hold harmless the Consultant from all liability or expense arising from such use.

**Joint Pole Use Analysis**  
**Increased Time for Data Analysis for Cost of Service Analysis**

**I. JOINT USE POLE ANALYSIS**

The purpose of this analysis is to assess costs associated with ownership, maintenance, and third-party usage of joint poles, as well as to evaluate cost recovery mechanisms and potential rate updates.

Not to exceed amount for this project without prior client approval is **\$5,000**.

**II. ADDITIONAL TIME AND DATA ANALYSIS**

Additional cost to cover extended labor for data analysis as it pertains to the cost of service analysis.

Not to exceed amount for this project without prior client approval is **\$2,500**.



**EXHIBIT C**

**BUSINESS CONFIDENTIAL – NOT FOR PUBLIC DISTRIBUTION**

**PROFESSIONAL HOURLY RATES FOR 2025**

On an as-requested basis, based upon actual hours of services at the following hourly rates (1)(2):

Kent	Simer	<b>Senior Analyst</b>	<b>\$260</b>
Daniel	Pritchard	<b>Senior Analyst</b>	<b>\$240</b>
Ashley	Blank	<b>Analyst</b>	<b>\$150</b>

- (1) Plus all out-of-pocket expenses directly chargeable to the work including travel and subcontractors.
- (2) The above hourly rates will be adjusted periodically as our costs to provide our services change.

---

K. R. Saline & Associates, PLC

160 N. Pasadena, Suite 101 ♦ Mesa, AZ 85201-6764 ♦ Phone 480.610.8741 ♦ Fax 480.610.8796



## City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES ☒ Regular ☐ Special

**Meeting Date:** August 5, 2025

**Title:** Approve the First Amendment to Non-Exclusive License Agreement for Joint Use of Poles between the City of Needles and Fort Mojave Telecommunications, Inc., authorizing additional attachments along Erin Drive, Washington Street, and Highland Avenue

**Background:** In December 2024, the Board of Public Utilities and the City Council authorized a new joint pole agreement with the Fort Mojave Telecommunications Inc.

The Joint Pole Agreements allow the communications companies access to install communication services above ground rather than directly buried. The Joint Pole agreement is an agreement whereby each party has the right to attach to and occupy space on a power pole.

The original agreement allowed two connections. The first location is Eagle Pass Road, where the NPUA has two poles that cross BNSF tracks, and the second is on Needles Highway to cross a San Bernardino County flood control area.

Fort Mojave Telecommunications has requested additional attachments along Erin, Washington and Highland due to the trenching ordinance requirements on newly paved asphalt. Staff have reviewed the locations and have no objections to the additional attachments.

**Fiscal Impact:** Additional revenues for the Electric Department

**Environmental Impact:** N/A

**Recommended Action:** Approve the First Amendment to the Non-Exclusive License Agreement for Joint Use of Poles between the City of Needles and Fort Mojave Telecommunications, Inc., authorizing additional attachments along Erin Drive, Washington Street, and Highland Avenue.

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

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

**Date:** 7/28/2025

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

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

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

**FIRST AMENDMENT  
TO  
NON-EXCLUSIVE LICENSE AGREEMENT  
FOR THE JOINT USE OF POLES**

FIRST AMENDMENT TO NON-EXCLUSIVE LICENSE AGREEMENT FOR THE JOINT USE OF POLES (“**Amendment**”) is made and entered into as of **July 23, 2025** (“**Effective Date**”), by and between Citizens Utilities Rural Company, a California corporation, doing business as Fort Mojave Telecommunications, Inc. hereinafter referred to as “**Licensee**”, and the City of Needles, a California charter city and the Needles Public Utility Authority, collectively hereinafter referred to as “**City.**” Licensee and City may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

**WHEREAS**, the Parties entered into that certain Non-Exclusive License Agreement for Joint Use of Poles dated December 10, 2024 (“**Agreement**”); and

**WHEREAS**, pursuant to the Agreement, Licensee was granted a non-exclusive license to utilize certain Joint Use Poles owned by City, as photos of and identifier described in Exhibit "A" to the Agreement; and

**WHEREAS**, the Parties desire to amend the Agreement to add nine (9) additional Joint Use Poles to the scope of the Agreement; and

**WHEREAS**, Section 14.2 of the Agreement provides that any modification to the Agreement will be effective only if in writing and signed by both Parties.

**NOW, THEREFORE**, in consideration of the foregoing Recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Licensee agree as follows:

1. **Incorporation of Recitals.** The Parties hereby agree that the recitals set forth in this Amendment are deemed incorporated into this Amendment and the Agreement by this reference.
2. **Definitions.** All capitalized terms used but not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.
3. **Amendment to Recital A.** The Parties hereby agree that Recital A of the Agreement is hereby deleted in its entirety and replaced with the following:



A. The Licensee has requested approval from Needles Public Utility Authority ("NPUA") to utilize certain power poles across eleven (11) specific locations to expand the Licensee's service area within California jurisdiction, as follows: (i) Location One: Eagle Pass Road, where the NPUA has two (2) power poles; (ii) Location Two: Needles Highway, crossing a San Bernardino County flood control area; (iii) Location Three: NPUA identification number 4883N Highland; (iv) Location Four: NPUA identification number 4878N Dead end on Highland; (v) Location Five: NPUA identification number 4864N Highland; (vi) Location Six: NPUA identification number 4608N Erin Drive; (vii) Location Seven: NPUA identification number 4595N Erin Drive; (viii) Location Eight: Situated on Fremont & Highland (no NPUA identification number); (ix) Location Nine: NPUA identification number 2713N L-Street at Fremont & Highland; (x) Location Ten: NPUA identification number 4689N Washington & Bailey; and (xi) Location Eleven: NPUA identification number 4584N Washington & Bailey. Photographic documentation of each Joint Use Pole is attached hereto as **Exhibit "A"** (hereinafter "**Joint Use Pole**" or "**Joint Use Poles**") and incorporated herein by this reference.

4. **Amendment to Recital B.** The Parties hereby agree that Recital B of the Agreement is hereby deleted in its entirety and replaced with the following:

B. The Parties agree that this nonexclusive license Agreement only pertains to the Joint Use Poles depicted in Exhibit "A" as amended by the first Amendment to this Agreement executed on **July 23, 2025**; and

5. **Amendment to Section 7.1.** The Parties hereby agree that Section 7.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

7.1 Pole Attachment Fee. The annual fee for calendar year 2025 shall be **\$7.78** per pole ("**Annual Attachment Fee**"). The Annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of adjustment will be calculated by utilizing the National Consumer Price Index as follows: (i) the most recent published index number for the current year will be used as the fee adjuster to the next year's Annual Attachment Fee, (ii) the percentage of change in the average index numbers will be applied to the current year's Annual Attachment Fee, which will be effective January 1 of the next year, and (iii) the Annual Attachment Fee billing for the next year will be forwarded to Licensee by December 15 of each year.

Notwithstanding the foregoing, the Annual Attachment Fee will be adjusted in its entirety upon the successful completion of a rate study conducted by the City, in which case the findings of the study shall supersede the National Consumer Price Index. City has unilateral authority to determine the success of the rate study and the results will apply upon City's sole determination.

6. **Pole Attachment Fee.** The Parties acknowledge and agree that the Annual Attachment Fee set forth in the Amended Section 7.1 above shall apply to each of the additional Joint Use Poles listed in Section 3 of this Amendment.

7. The Parties hereby agree that Exhibit "A" of the Agreement is hereby deleted in its entirety and replaced with **Amended Exhibit "A"** attached hereto this Amendment as **Exhibit "A."**

8. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect.

9. This Amendment shall be governed by the laws of the State of California. Any legal action arising from or related to this Amendment shall be brought in the state or federal courts of the State of California in and for the County of San Bernardino.

**IN WITNESS WHEREOF**, the Parties hereby have made and executed this Amendment to be effective as of the day and year first above written.

**CITY OF NEEDLES, CALIFORNIA**

**FORT MOJAVE TELECOMMUNICATIONS, INC.**

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

By: Michael Scully

Title: \_\_\_\_\_

Title: General Manager

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

Date: July 25, 2025

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**Approved As To Form:**

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

**EXHIBIT “A”  
AMENDED EXHIBIT “A”  
(JOINT USE POLES)**

Fort Mojave Telecommunications, Inc.  
Proposed Joint Pole Locations



Needles Highway – Flood Control Crossing

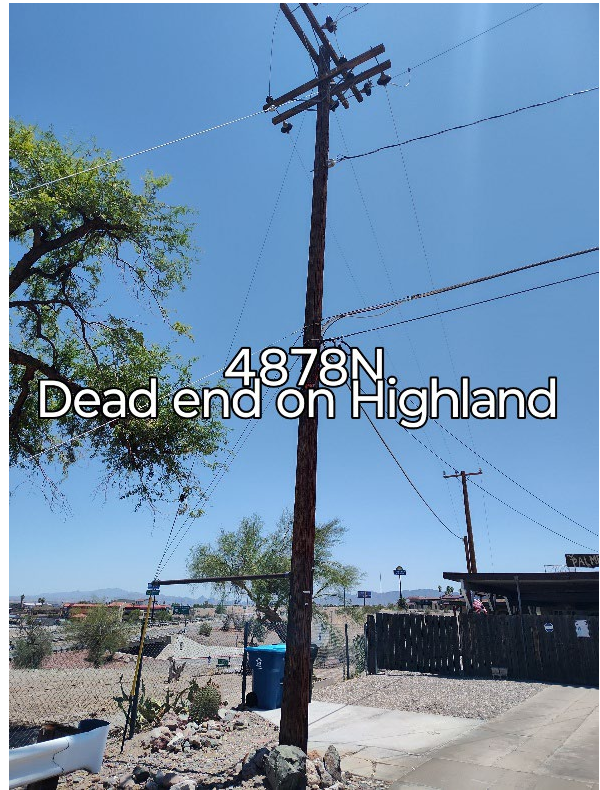




Location Three



Location Four



Location Five



Location Six





Location Seven



Location Eight:



Location Nine



Location Ten



Location Eleven:



Location Twelve:





Location Thirteen:



Location Fourteen:



Location Fifteen:





## NON-EXCLUSIVE LICENSE AGREEMENT FOR THE JOINT USE OF POLES

This License Agreement for the Joint Use of Poles (“**Agreement**”) is made and effective as of the 10th day of December, 2024 (“**Effective Date**”), by and between Citizens Utilities Rural Company, a California corporation, doing business as Fort Mojave Telecommunications, Inc. hereinafter referred to as “**Licensee**”, and the City of Needles, a California charter city and the Needles Public Utility Authority, collectively hereinafter referred to as “**City**.” Licensee and City may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties to this Agreement:

A. The Licensee has requested approval to utilize Needles Public Utility Authority (“**NPUA**”) power poles to cross two areas to increase the Licensee’s service. The first location is Eagle Pass Road, where the NPUA has two power poles, and the second is on Needles Highway, which crosses a San Bernardino County flood control area, photos of which are attached hereto as **Exhibit “A”** (hereinafter “**Joint Use Pole**” or “**Joint Use Poles**”); and

B. The Parties agree that this nonexclusive license Agreement only pertains to the Joint Use Poles depicted in Exhibit “A”; and

C. The Parties agree that City reserves the right to deny the use of the Joint Use Poles if Licensee does not meet the conditions required by City, including but not limited to, safety standards, structure stability, power sustainability and energy demand.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, City and Licensee agree as follows:

1. **Incorporation of Recitals.** The Parties accept the above recitals as true and correct and incorporate them herein as if they were fully restated in this Agreement.

2. **Purpose and Scope.** The purpose of this Agreement is to establish the terms and conditions under which the Licensee may utilize the Joint Use Poles. This Agreement shall apply

exclusively to the Joint Use Poles and shall be non-exclusive with the City retaining the right to allow other utilities and licensees to utilize its power poles.

3. Authorized Use. The Licensee is permitted to attach to the Joint Use Poles solely by means of an anchor. This Agreement does not authorize any drilling into the Joint Use Poles or any other action that may impact the integrity of the Joint Use Poles.

4. Reservation of City's Rights. City shall have sole and exclusive authority to approve, conditionally approve, or deny any request for Joint Use Pole attachments or to require any licensee to remove its equipment from City's poles. City reserves all rights and discretion related to future use of the poles, maintenance and/or replacement of the poles and any future uses or licensing of use of the poles.

4.1 Termination of License. City may terminate Licensee's use of any Joint Use Power Pole at any time upon providing thirty (30) days written notice, unless exigent circumstances require shorter notice. Upon receipt of such notice, Licensee shall remove its attachments from the specified Joint Use Pole within thirty (30) days. City may terminate this Agreement immediately and without 30 days notice upon discovery of just cause. Just cause includes, but is not limited to, safety concerns, failure to comply with local, state, and federal laws, any and all regulatory requirements, or City's need to use the pole(s) for its own services.

5. Licensee's Rights. No use of any Joint Use Poles under this Agreement, regardless of duration, shall create or vest in Licensee any ownership or property rights therein. The Licensee's right shall be and will remain a license only and is revocable in City's discretion.

6. Maintenance.

6.1 City's Maintenance. City shall provide Licensee with thirty (30) day notice of any plans to replace, decommission or remove a Joint Use Pole.

6.2 Licensee's Maintenance. Licensee shall, at its own expense, make and maintain its attachments in a safe condition, in compliance with all applicable laws, regulations and industry standards. All attachment shall be made and maintained in a manner acceptable to City and in conformance with the standards listed below in Section 6.3 of this Agreement.

6.3 Agency and National Standards. Construction installation, maintenance and repair of Joint Use Poles and all electric and communication circuits located thereon shall be in accordance with the National Electric Safety Code, as adopted by California Public Utilities Commission, the National Electric Code as adopted by the City of Needles, the California Occupational Safety and Health Act (Cal OSHA), the southern California Joint Pole Committee

Joint Pole Practices and Routine, the rules and regulations of any governing authority having jurisdiction over the subject matter of this Agreement, and the requirements City prescribes in this Agreement. Where a difference in standards may exist, the more stringent shall apply.

6.4 No Conflict of Use. Licensee shall ensure that its attachments do not conflict with City or any other third-party use of the Joint Use Poles. In the event of any interference caused by Licensee's attachments, Licensee shall, at its own expense and within fifteen (15) days of written notice from the City or affected third-party, remedy the interference to City's satisfaction.

7. Cost.

7.1 Pole Attachment Fee. The annual fee for calendar year 2024 shall be \$7.78 per pole ("**Annual Attachment Fee**"). The Annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of adjustment will be calculated by utilizing the National Consumer Price Index as follows: (i) the most recent published index number for the current year will be used as the fee adjuster to the next year's Annual Attachment Fee, (ii) the percentage of change in the average index numbers will be applied to the current year's Annual Attachment Fee, which will be effective January 1 of the next year, and (iii) the Annual Attachment Fee billing for the next year will be forwarded to Licensee by December 15 of each year.

7.2 Failure to Pay. If Licensee fails to pay Pole Attachment Fees when due, City may, upon ten (10) days written notice, terminate Licensee's rights under this Agreement and remove Licensee's attachments from the Joint Use Poles.

7.3 Removal of Attachments. Licensee is responsible for the removal of all wires, cables, lamp fixtures, guy wires, conduits, and all other apparatus, fixtures or appurtenances of Licensee attached to the Joint Use Poles ("**Attachment**"). Licensee shall bear all costs and expenses associated with the removal of any Attachment or other equipment or materials installed or placed by Licensee on the Joint Use Poles. Licensee shall complete all removal work in compliance with applicable laws, regulations, and industry standards.

8. Assignment of Rights. Notwithstanding any other provision in this Agreement, the City shall have the unrestricted right to assign, transfer, or otherwise dispose of any part of this Agreement, including but not limited to any of its rights or interests hereunder, any Joint Use Pole, or any Attachment or right-of-way covered by this Agreement, to any firm, corporation, individual, or other entity without the prior written consent of Licensee.

The Licensee shall not assign, transfer, or otherwise dispose of any part of this Agreement, including but not limited to any of its rights or interest hereunder, any Joint Use Pole, or any

Attachment or right-of-way covered by this Agreement, to any firm, corporation, individual, or other entity, without the prior written consent of the City.

9. Taxes. Licensee shall pay any taxes and/or assessments lawfully levied on its equipment/property attached to any Joint Use Pole.

10. Notice. When it is necessary to provide notice to the Parties as provided within this Agreement, delivery of such notice shall be to:

City of Needles  
Customer Service Center  
817 Third Street,  
Needles, California 92363

Fort Mojave Telecommunications, Inc.  
8490 Highway 95 #104  
Mohave Valley, Arizona 86440

11. Indemnification.

11.1 Licensee's Indemnification. Fort Mojave Telecommunications, Inc. shall indemnify, defend, and hold harmless the City of Needles, its officers, employees, agents, and representatives from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arises out of or relate to: (i) any use of or activities related to the Joint Use Poles or any pole in which Fort Mojave Telecommunications, Inc. has attachments installed, (ii) the installation, maintenance, repair, or removal of any attachments to the aforementioned power poles, (iii) any breach or violation of this Agreement by Licensee, (iv) any failure by Licensee to comply with applicable laws, regulations, or safety standards, or (v) any negligent acts, errors, or omissions of Licensee, its employees, agents, or contractors. Licensee's indemnification obligations shall apply regardless of whether the claim, demand, action, suit, damage, liability, loss, settlement, judgment, cost, or expense is caused in part by a party indemnified hereunder, except to the extent caused by the sole negligence or willful misconduct of the City of Needles.

12. Insurance.

12.1 Licensee Insurance. Licensee shall, at its sole cost and expense, provide, procure and maintain, during the term of this Agreement the following insurance coverages:

12.1.1 Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the

work, and Employer's Liability insurance with a minimum limit of one million dollars (\$1,000,000).

12.1.2 Commercial General Liability insurance to cover with a minimum combined single limit of one million dollars (\$1,000,000) for each occurrence. The policy shall include coverage for bodily injury, broad form property damage liability (including completed operations), personal injury liability (including coverage for contractual and employee acts), blanket contractual, and products. The policy shall include a severability of interest provision. The product and completed operation coverage shall extend for two years past the termination of the Agreement.

12.1.3 Comprehensive Automobile Liability insurance with a combined single limit for Bodily injury and property damage of not less than one million dollars (\$1,000,000) for each occurrence with respect to Licensee's vehicles.

12.1.4 Licensee shall name the City as an additional insured on a primary and non-contributory basis.

13. Term. This Agreement shall remain in effect until terminated by either Party with or without cause, at any time upon one hundred eighty (180) days written notice to the other Party, or until otherwise terminated as provide in this Agreement.

14. Miscellaneous Provisions.

14.1 Dispute Resolution. Any controversy or claim, besides those related to bodily injury, death, or property damage, related to this Agreement shall be provided to the opposite Party through notice. Such controversy or claim shall be subject to a meeting between the appropriate officials of City and Licensee and both Parties shall attempt to settle disagreements amicably and efficiently before resorting to formal litigation. The initial meeting between the Parties officials shall take place within thirty (30) days after notice of the dispute has been received.

14.2 Entire Agreement and Modifications. This Agreement, which includes all attached exhibits, supersedes any and all pervious agreements, either oral or written, between the parties hereto with respect to the use of Joint Use Poles and contains all of the covenants and agreements between the parties with respect to the granting of the license to use the Joint Use Poles as described within this Agreement. Any modifications of this Agreement will be effective only if it is in writing, signed by both Parties.

14.3 Choice of Law. This Agreement is made, entered into and shall be performed in the County of San Bernardino, in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

14.4 Venue. The Parties agree that any action, proceeding, or claim arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the County of San Bernardino, State of California. Each Party irrevocably submits to the exclusive jurisdiction of such courts for the purpose of any such action, proceeding, or claim.

14.5 Severability. If any portion, section, sentence, provision or paragraph of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the entire balance of this Agreement not so affected shall remain in full force and effect.

(SIGNATURE ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereby have made and executed this Agreement to be effective as of the day and year first above written.

**CITY OF NEEDLES, CALIFORNIA**

**FORT MOJAVE TELECOMMUNICATIONS, INC.**

By: *Patricia J. Martinez*

By: *Michael Scully*

Title: City Manager

Title: General Manager

Date: 12/20/2024

Date: 12-17-2024

ATTEST:

*Caroline Clark*

City Clerk

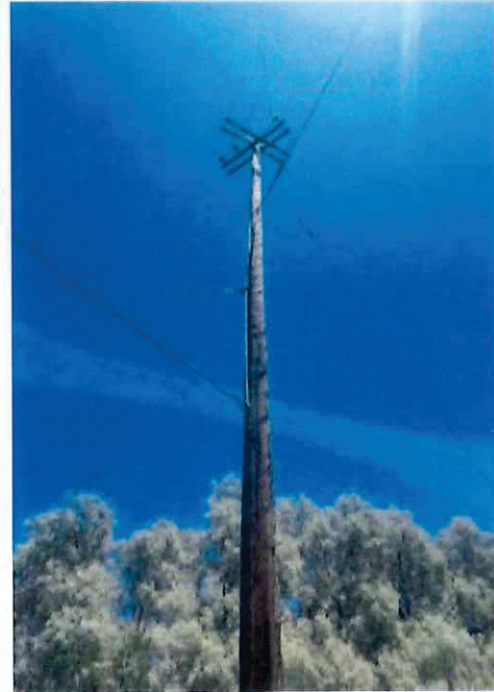
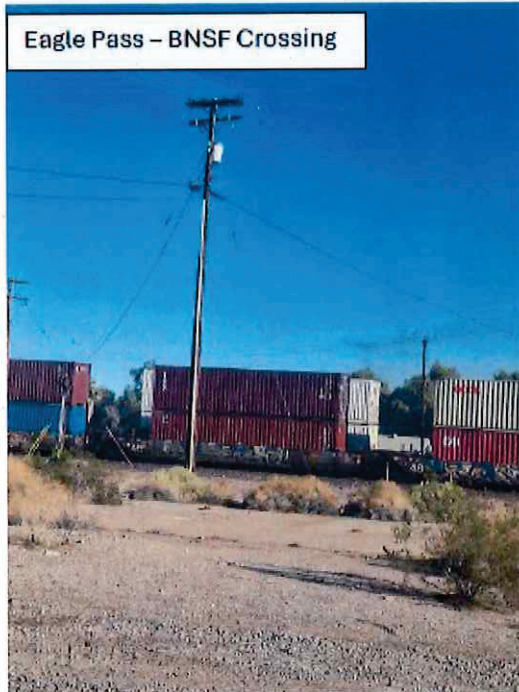
Approved As To Form:

*[Signature]*  
City Attorney



**EXHIBIT "A"**  
**(JOINT USE POLES)**

Fort Mojave Telecommunications, Inc.  
Proposed Joint Pole Locations



Needles Highway – Flood Control Crossing







## City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES ☒ Regular ☐ Special

**Meeting Date:** August 5, 2025

**Title:** Authorize a not to exceed expenditure of \$15,000 for Brooks Consulting, LLC for Professional Electrical Engineering Services for FY26 to be funded from the adopted electric budget [\[AMENDED\]](#)

**Background:** In 2020, the Needles Public Utility Authority (NPUA) issued a request for proposals for professional electrical engineering services. Brook's contract was extended in 2023 for an additional three years.

Staff utilizes Brooks Consulting's expertise on all project development, including new construction, solar development. Staff also utilized Brook's for non-development projects such as adjusting and setting reclosures at the substations, breaker adjustments, recommendations on modifying equipment, and load profiling for Western Area Power Administration.

**Fiscal Impact:** \$15,000 to be funded from the Electric Department's Operations and Maintenance Budget for FY26.

**Environmental Impact:** N/A

**Recommended Action:** Authorize a not to exceed expenditure of \$15,000 for Brooks Consulting, LLC for Professional Electrical Engineering Services for FY26 to be funded from the adopted electric budget

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

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

**Date:** 7/30/2025

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

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

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

**CITY OF NEEDLES  
PROFESSIONAL SERVICES AGREEMENT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 13th day of October, between the **CITY OF NEEDLES**, a **California Charter City**, (hereinafter referred to as the “City”) and **Brooks Consulting LLC** (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Services.**

The City solicited proposals to provide Professional Services for Electrical Engineering pursuant to that certain Request for Proposals, which is attached hereto as Exhibit “A.”

**2.2 Proposal**

Consultant has made a proposal (“Proposal”) to the City dated September 14, 2020 to provide such professional services, which Proposal is attached hereto as Exhibit “B.”

**2.3 Consultant.**

City desires to retain Consultant to perform and assume responsibility for the provision of such services required by the City on the terms and conditions set forth in this Agreement. Consultant represents and warrants to City that Consultant possesses the necessary skills, licenses, certifications, qualifications, personnel and equipment to provide such services.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 Professional Services. Consultant agrees to perform **the services described herein and in “Exhibit B”** (“Services”). All Services shall, as is consistent with the generally accepted professional standard of care, be performed in the manner and according to the timeframe set forth in the Proposal. Consultant designates self or various persons as Consultant’s professional responsible for overseeing the Services provided by Consultant.

3.1.2 Term. This Agreement shall become effective when executed and shall remain in effect until terminated as provided herein. Notwithstanding anything to the contrary in this Agreement, this Agreement shall

automatically terminate after **3 years** unless extended in writing by the Parties with the approval of the City Council of the City.

- 3.1.3 Conflict. In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

### **3.2 Responsibilities of Consultant.**

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or by its employees under Consultant's supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for other clients during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall determine its own work hours and schedule; provide its own equipment; maintain its own offices; provide its own vehicles; insurance; cell phones and office phones; and Consultant shall be solely responsible for managing and supervising its personnel and employees. Consultant shall further be responsible for all reports and obligations, including, but not limited to: social security taxes, income tax withholding, payroll taxes, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and reasonably prudent manner, consistent with, and limited to, the standard of skill and care generally recognized as being employed by professionals performing similar services at the same time in the same discipline in the same locality in the State of California. The Consultant makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant agrees that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications

and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the applicable standard of care. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of a Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-assigned to perform any Services to City.

- 3.2.3 Laws and Regulations. Consultant shall exercise usual and customary professional care in its efforts to keep itself informed of and in compliance with applicable local, state and federal laws, rules and regulations affecting the performance of Services, including applicable Cal/OSHA requirements, and shall give notices required by law. Consultant shall be liable for violations of such laws and regulations in connection with the Services, but only to the extent such violation constitutes a breach of the generally accepted professional standard of care. Consultant shall indemnify and hold the City, its officials, directors, officers, and employees harmless, pursuant to the indemnification provisions of this Agreement, from liability to the extent caused by its negligent failure to comply with such applicable laws, rules or regulations.
- 3.2.4 Employment Eligibility. Consultant shall be solely responsible for obtaining Employment Eligibility Verification information from Consultant's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that Consultant's employees are eligible to work in the United States.
- 3.2.5 CalPers. In the event that Consultant employs, contracts with, or otherwise utilizes any CalPers retirees in completing any of the Services performed hereunder, such instances shall be disclosed in advance to the City and shall be subject to the City's advance written approval.
- 3.2.6 Drug-free Workplace Certification. By signing this Agreement, the Consultant hereby certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

- 3.2.7 **Safety.** Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with applicable local, state and federal laws, rules and regulations, and shall exercise necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures. Nothing herein shall be construed as establishing any responsibility or obligation on the part of the Consultant for jobsite safety issues, programs, or precautions of anyone but its own employees and subconsultants for whom it is legally responsible.

#### **4. Indemnification; Insurance.**

**4.1 Insurance.** Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and made a part of this Agreement.

**4.2 Indemnity for Professional Liability.** When the law establishes a professional to the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and its officials, and employees ("Indemnified Parties") from and against losses, liabilities, damages, costs and expenses, including reasonable legal counsel's fees and costs, but only to the extent caused by any negligent performance of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. The parties expressly agree that this indemnity provision does not include, and in no event shall the Consultant be required to assume, any obligation or duty to defend any claims, causes of action, demands, or lawsuits in connection with or arising out of this Project or the services rendered by the Consultant.

**4.3 Indemnity Other than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration

proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same directly arise out of, are a direct consequence of, or are in any way directly attributable to, in whole or in part, the performance of this Agreement by Consultant, including but not limited to officers, agents, employees or subcontractors of Consultant except where the same is caused by negligent or willful misconduct of the City.

## **5. Responsibilities of City.**

**5.1 Requests.** The City agrees to comply with all reasonable requests of Consultant and provide reasonable access to documents including objectives and constraints, space, capacity, and performance requirements, flexibility, and expandability, and any budgetary limitations, reasonably necessary to the performance of Consultant's duties under this Agreement. In order to facilitate Consultant's conformance with the performance schedule, the City shall respond to Consultant's submittals in a timely manner.

**5.2 City Representative.** The City designates the City Manager or his designee as City representative ("City Representative") with respect to the work to be performed under this Agreement. The City Representative shall have complete authority to transmit instructions, receive information, and interpret and define the City's policy and decisions with respect to materials, equipment, elements, and systems pertinent to the Services covered by this Agreement.

## **6. Fees and Payments.**

**6.1 Compensation.** City agrees to pay per the bid specifications submitted. Consultant shall be paid at the rates set forth in the Proposal and shall not increase any rate without the prior written consent of the City. Notwithstanding anything in this Section 6, total fees and charges paid by City under this Agreement shall not exceed \$ 6,600 without approval by the City Council of City.

**6.2 Invoices.** Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall have the right to review and audit all invoices prior to or after payment to Consultant. This review and audit may include, but not be limited to City's:

- a. Determination that any hourly fee charged is consistent with this Agreement's approved hourly rate schedule;
- b. Determination that the multiplication of the hours billed times the approved rate schedule dollars is correct;
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If City determines an item charged is greater

than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate, City shall either return the bill to Consultant with a request for explanation or adjust the payment accordingly, and give notice to Consultant of the adjustment.

**6.3 Payment.** If the work is satisfactorily completed, City shall pay such invoice within forty-five (45) days of its receipt. Should City dispute any portion of any invoice, City shall pay the undisputed portion within the time stated above, and at the same time advise Consultant in writing of the disputed portion.

**6.4 Reimbursement for Expenses.** Consultant shall not be reimbursed for any expenses unless authorized in writing by the City Manager.

**6.5 Additional Services.** In the event Consultant performs additional or different services than those described herein without the prior written approval of the City Manager and/or City Council of City, Consultant shall not be compensated for such services. Consultant expressly waives any right to be compensated for services and materials not covered by the scope of this Agreement or authorized by the City in writing.

**6.6 Prevailing Wages.** Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**6.7 Accounting Records.**

6.7.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.



## **7. General Provisions.**

### **7.1 Termination of Agreement.**

- 7.1.1 Grounds for Termination. The City or Consultant may, by written notice to the other party, terminate this Agreement at any time and without cause by giving written notice to the other party of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been actually and adequately rendered to the City, and Consultant shall be entitled to no further compensation.
- 7.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Consultant shall, as long as Consultant has been fully paid for Services rendered, provide all finished or unfinished Documents and Data (as defined below), programming source code, plans reports and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request. If the City subsequently reproduces project-related documents or creates (or causes others to create) a derivative work based upon project-related documents created by the Consultant, the City shall completely remove the original professional seals, logos and other indications on the documents of the identity of the Consultant. The City agrees that any future use, reuse, or modification of the Consultant's work product without retaining and maintaining the retention of the Consultant shall be at the City's sole risk and without liability to the Consultant and the City agrees to waive any and all claims against the Consultant and release, defend, indemnify and hold the Consultant harmless from any and all claims or liabilities arising therefrom.
- 7.1.3 Services. In the event this Agreement is terminated in whole or in part as provided herein, the City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**7.2 Delivery of Notices.** All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

To Vendor:	Brooks Consulting LLC 664 Vermilion Peak Dr. Windsor, CO 80550 Attention: Christopher Brooks
------------	---

To City: **City of Needles**  
817 Third Street  
Needles, CA 92363  
Attention: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### **7.3 Ownership of Materials and Confidentiality.**

7.3.1 City Ownership. Upon full payment to Consultant for Services rendered, all documents and data ("Documents & Data"), including data on electric, digital or magnetic media, prepared by Consultant under this Agreement shall be the property of the City for use solely in connection with the purpose for which they were created, except that Consultant shall have the right to retain copies of all Documents & Data for its records. The City recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the City are for informational purposes only and are not intended as an end-product. The Consultant makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. If the City subsequently reproduces project-related documents or creates (or causes others to create) a derivative work based upon project-related documents created by the Consultant, the City shall completely remove the original professional seals, logos and other indications on the documents of the identity of the Consultant. The City agrees that any future use, reuse, or modification of the Consultant's work product without retaining and maintaining the retention of the Consultant shall be at the City's sole risk and without liability to the Consultant and the City agrees to waive any and all claims against the Consultant and release, defend, indemnify and hold the Consultant harmless from any and all claims or liabilities arising therefrom.

7.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall

not, without the prior written consent of the City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City. Disclosure of any information in compliance with any legal orders shall not constitute a breach of this provision.

**7.4 Cooperation; Further Acts.** The Parties shall reasonably cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement. Consultant shall not be required to take any additional acts or execute any documents that in any way might, in the sole judgment of the Consultant, increase the Consultant's contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

**7.5 Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

**7.6 Governing Law.** This Agreement is entered into and shall be performed in Needles, California and shall be governed by the laws of the State of California. Any claims arising under this Agreement shall be brought in the state or federal courts located in San Bernardino County. The City and Consultant agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

**7.7 Time of Performance.** Consultant shall perform as expeditiously as is consistent with the generally accepted professional standard of care.

**7.8 City's Right to Employ Other Consultants.** The City reserves the right to employ other consultants at any time for any purpose.

**7.9 Assignment; Sublease; Transfer.** Consultant shall not assign, sublease, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior signed written consent of the City Manager. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**7.10 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the City include its elected officials, officers, and employees except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**7.11 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**7.12 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**7.13 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the City or the Consultant. Consultant's services hereunder are being performed solely for the benefit of the City, and no other entity shall have any claim against the Consultant because of this Agreement or the Consultant's performance or nonperformance of services hereunder.

**7.14 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**7.15 Improper Payment.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to rescind this Agreement without liability.

**7.16 Conflict of Interest.** For the term of this Agreement, no member, officer, or employee of the City, during the term of his or her service with the City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom. Consultant has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflicts of interest of public officers and employees. Consultant agrees that they are unaware of any financial or economic interest

of any public officer or employee of the City relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the City may immediately terminate this Agreement by giving notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. and section 1090 in the performance of and during the term of this Agreement.

**7.17 Equal Opportunity Employment.** Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**7.18 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

**7.19 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**7.21 Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original.

**7.22 Contents of Request for Proposal and Proposal.** Consultant is bound by the contents of City's Request for Proposal and the Proposal. In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Proposal and the City's Request for Proposals. The incorporation of the Proposal shall be for the Services to be rendered and the price for such Services only, and any other terms and conditions included in the Proposal shall have no force and effect on this Agreement or the relationship between Consultant and/or City, unless expressly agreed to in writing.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date and year set forth above.

**CITY:** (City of Needles)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CONSULTANT:**

BY: Christopher Lee Brooks  
\_\_\_\_\_  
*Christopher Lee Brooks*

TITLE: President  
\_\_\_\_\_

DATE: 11/23/2020  
\_\_\_\_\_

**EXHIBIT A**

**Request for Proposals**

**[Attached behind this page]**



**EXHIBIT B**

**Proposal**

**[Attached behind this page]**

## EXHIBIT C

### Insurance Requirements

#### Time for Compliance.

Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.

#### Minimum Requirements.

Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- i. **General liability.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
- ii. **Automobile liability.** Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- iii. **Professional liability (errors & omissions).** Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.
- iv. **Worker’s Compensation.** Consultant shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

## Other Provisions or Requirements

- **Separation of Insureds; No Special Limitations.** All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents and volunteers.
- **Deductibles and Self-Insurance Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
- **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City.
- **Proof of insurance.** Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- **City Approval.** All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
- **Primary/noncontributing.** Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

**City's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant

or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

- **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- **Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **Notice of cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- **Additional insured status.** All policies required herein shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies.
- **Pass through clause.** Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.
- **City's right to revise specifications.** The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change

results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

- **Timely notice of claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- **Additional insurance.** Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



## City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES ☒ Regular ☐ Special

**Meeting Date:** August 5, 2025

**Title:** Accept the California Public Utilities Commission (CPUC) Electric Distribution Audit Report dated June 25, 2025

**Background:** The California Public Utilities Commission (CPUC), through its Electric Safety and Reliability Branch (ESRB), conducted a scheduled audit of the City of Needles' electric distribution system from March 10–14, 2025. The audit included both a review of internal records and field inspections of overhead and underground infrastructure.

On June 25, 2025, the CPUC issued a formal audit report identifying multiple findings and potential violations under various General Orders (GOs), including GO 95, GO 128, and GO 165. The City was required to respond by July 25, 2025, detailing corrective actions taken.

City staff and management reviewed the CPUC audit findings and submitted a comprehensive response on July 25, 2025, detailing corrective actions and preventive measures. These include establishing auditable maintenance and inspection programs under GO 95 and GO 165, implementing vegetation management, patrol logs, and inspections of overhead and underground systems. Physical corrections included repainting corroded transformers, replacing missing high-voltage signage, repairing ground wires and molding, and addressing down guy wires and locking mechanisms. The response has been submitted to the CPUC and will be publicly posted in accordance with their transparency policy.

**Fiscal Impact:** The total estimated cost to address the CPUC audit findings is \$10,000. This includes the replacement of two leaking pad-mounted transformers at \$3,900 each, repairs to signage, ground wiring, pole steps, and equipment corrosion, as well as associated staff time and materials. All expenses will be covered by the Electric Department's existing Operations and Maintenance budget.

**Environmental Impact:** N/A

**Recommended Action:** Accept the California Public Utilities Commission (CPUC) Electric Distribution Audit covering the period of March 10–14, 2025, as documented in the final report dated June 25, 2025.

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

**City Manager Approval:** Patrick J. Martinez **Date:** 7/28/2025  
**Other Department Approval (when required):** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

## PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE  
SAN FRANCISCO, CA 94102-3298



June 25, 2025

EA2025-1291

Rainie Torrance  
Utility Manager  
City of Needles  
817 Third Street  
Needles, CA 92363

Subject: Audit of The City of Needles Electric Department

Ms. Torrance:

On behalf of the Electric Safety and Reliability Branch of the California Public Utilities Commission (CPUC), James Miller of my staff conducted an electric distribution audit of The City of Needles electric distribution system from March 10, 2025 to March 14, 2025. The audit included a review of The City of Needles' records and field inspections of its facilities.

During the audit, my staff identified violations of one or more General Orders (GOs). A copy of the audit findings itemizing the violations is enclosed. Please advise me no later than July 25, 2025, by electronic or hard copy, of all corrective measures taken by the city to remedy and prevent such violations. Please note that ESRB will be posting the audit report and your response to our audit on the CPUC website. If there is any information in your response that you would like us to consider as confidential, we request that in addition to your confidential response, you also provide us with a public or redacted version of your response that can be posted publicly on our website.

If you have any questions concerning this audit, you can contact James Miller at (213) 660-8898 or [James.Miller@cpuc.ca.gov](mailto:James.Miller@cpuc.ca.gov).

Sincerely,

A handwritten signature in blue ink that reads 'Fadi Daye'.

Fadi Daye, P.E.  
Program and Project Supervisor  
Electric Safety and Reliability Branch  
Safety and Enforcement Division  
California Public Utilities Commission

Enclosures: Audit Findings

Cc: Lee Palmer, Director, Safety and Enforcement Division, CPUC  
Eric Wu, Program Manager, Electric Safety and Reliability Branch, CPUC  
Majed Ibrahim, Senior Utilities Engineer (Supervisor), ESRB, SED, CPUC  
James Miller, Utilities Engineer, ESRB, SED, CPUC



## AUDIT FINDINGS

### I. Records Review

My staff reviewed the following records during the audit:

- Utility Statistics including miles of overhead line and underground cable, number of overhead and underground facilities, and number of customers served
- Pole Loading Calculation Records

### II. Records Review – Violations List

My staff observed the following violations during the records review portion of the audit:

#### **GO 95, Rule 18, Maintenance Programs and Resolution of Potential Violations of General Order 95 and Safety Hazards, Section (A)(1), states:**

*Each company (including electric utilities and communications companies) is responsible for taking appropriate corrective action to remedy potential violations of GO 95 and Safety Hazards posed by its facilities. Upon completion of the corrective action, the company's records shall show, with sufficient detail, the nature of the work, the date, and the identity of persons performing the work. These records shall be preserved by the company for at least ten (10) years.*

#### **GO 95, Rule 18, Section (B), Maintenance Programs, states:**

*Each company (including electric utilities and communications companies) shall establish and implement an auditable maintenance program for its facilities and lines for the purpose of ensuring that they are in good condition so as to conform to these rules. Each company must describe in its auditable maintenance program the required qualifications for the company representatives who perform inspections and/or who schedule corrective actions. Companies that are subject to GO 165 may maintain procedures for conducting inspections and maintenance activities in compliance with this rule and with GO 165.*

*The auditable maintenance program must include, at a minimum, records that show the date of the inspection, type of equipment/facility inspected, findings, and a timeline for corrective actions to be taken following the identification of a potential violation of GO 95 or a Safety Hazard on the company's facilities.*

The City of Needles was unable to provide CPUC staff with a current maintenance program or procedure and was also unable to provide any work order records for calendar year 2024.

#### **GO 165, Section III-B, Distribution Facilities, Standards for Inspection, states:**

*Each utility subject to this General Order shall conduct inspections of its distribution facilities, as necessary, to ensure reliable, high-quality, and safe operation, but in no case may the period between inspections (measured in years) exceed the time specified in Table 1.*

**GO 95, Rule 31.2, Inspection of Lines,** states in part:

*Lines shall be inspected frequently and thoroughly for the purpose of ensuring that they are in good condition so as to conform with these rules. Lines temporarily out of service shall be inspected and maintained in such condition as not to create a hazard.*

**GO 95, Rule 35, Vegetation Management,** states in part:

*Where overhead conductors traverse trees and vegetation, safety and reliability of service demand that certain vegetation management activities be performed in order to establish necessary and reasonable clearances the minimum clearances set forth in Table 1, Cases 13 and 14, measured between line conductors and vegetation under normal conditions, shall be maintained. (Also see Appendix E for tree trimming guidelines.) These requirements apply to all overhead electrical supply and communication facilities that are covered by this General Order, including facilities on lands owned and maintained by California state and local agencies.*

**GO 165, Rule III (C), Record Keeping,** states in part:

*The utility shall maintain records for (1) at least ten (10) years of patrol and detailed inspection activities, and (2) the life of the pole for intrusive inspection activities. Such records shall be made available to parties or pursuant to Commission rules upon 30 days notice. Commission staff shall be permitted to inspect such records consistent with Public Utilities Code Section 314 (a).*

The City of Needles was unable to provide CPUC staff with a current inspection program or procedure for its overhead facilities and was unable to provide any patrol or detailed inspection records for calendar years 2023 or 2024. The city of Needles was also unable to provide any vegetation management records nor intrusive testing records for its poles in calendar year 2024.

**GO 165, Section III-B, Distribution Facilities, Standards for Inspection,** states:

*Each utility subject to this General Order shall conduct inspections of its distribution facilities, as necessary, to ensure reliable, high-quality, and safe operation, but in no case may the period between inspections (measured in years) exceed the time specified in Table 1.*

**GO 128, Rule 17.2, Inspection,** states:

*[Underground supply] Systems shall be inspected by the operator frequently and thoroughly for the purpose of insuring that they are in good condition and in conformance with all applicable requirements these rules.*

**GO 165, Rule III (C), Record Keeping,** states in part:

*The utility shall maintain records for (1) at least ten (10) years of patrol and detailed inspection activities, and (2) the life of the pole for intrusive inspection activities. Such*

*records shall be made available to parties or pursuant to Commission rules upon 30 days notice. Commission staff shall be permitted to inspect such records consistent with Public Utilities Code Section 314 (a).*

The City of Needles was unable to provide CPUC staff with a current inspection program or procedure for its underground facilities and was unable to provide any underground inspection records for calendar years 2023 or 2024.

### III. Field Inspections

My staff inspected the following structures during the field inspection portion of the audit:

No.	Facility Identification	Facility Type	Location
1	4242N	Pole	Needles
2	Southwest of Previous (No ID Tag)	H-Frame	Needles
3	Southwest of Previous (No ID Tag)	H-Frame	Needles
4	4241N	Pole	Needles
5	1334N	Pole	Needles
6	1301N	Pole	Needles
7	4453N	Pole	Needles
8	1331N	Pole	Needles
9	4236N	Pole	Needles
10	4234N	Pole	Needles
11	Northeast of Previous (No ID Tag)	H-Frame	Needles
12	4659N	Pole	Needles
13	1380N	Pole	Needles
14	1365N	Pole	Needles
15	4658N	Pole	Needles
16	4618N	Pole	Needles
17	4602N	Pole	Needles
18	0586N	Pole	Needles
19	0587N	Pole	Needles
20	0588N	Pole	Needles
21	0589N	Pole	Needles
22	3328N	Pole	Needles
23	0592N	Pole	Needles
24	2313N	Pole	Needles
25	2163N	Pole	Needles
26	0596N	Pole	Needles
27	0601N	Pole	Needles
28	0603N	Pole	Needles
29	0604N	Pole	Needles
30	3542N	Pole	Needles
31	3553N	Pole	Needles
32	3554N	Pole	Needles
33	3545N	Pole	Needles
34	1165N	Pole	Needles

35	3543N	Pole	Needles
36	West of Previous (No ID Tag)	Pole	Needles
37	3535N	Pole	Needles
38	1180N	Pole	Needles
39	3572N	Pole	Needles
40	3571N	Pole	Needles
41	3567N	Pole	Needles
42	1178N	Pole	Needles
43	3566N	Pole	Needles
44	3559N	Pole	Needles
45	3564N	Pole	Needles
46	3560N	Pole	Needles
47	5271N	Pole	Needles
48	5246N	Pole	Needles
49	4640N	Pole	Needles
50	1172N	Pole	Needles
51	4687	Padmounted Transformer	Needles
52	3748	Padmounted Transformer	Needles
53	3750	Padmounted Transformer	Needles
54	3749	Padmounted Transformer	Needles
55	4029	Padmounted Transformer	Needles
56	3862	Padmounted Transformer	Needles
57	4644	Padmounted Transformer	Needles
58	4571	Padmounted Transformer	Needles
59	4555	Padmounted Transformer	Needles
60	4570	Padmounted Transformer	Needles
61	4559	Padmounted Transformer	Needles
62	126 Beach Drive (No ID Label)	Padmounted Transformer	Needles
63	4556	Padmounted Transformer	Needles
64	4558	Padmounted Transformer	Needles
65	5003	Padmounted	Needles

		Transformer	
66	3409	Padmounted Transformer	Needles
67	4030	Padmounted Transformer	Needles
68	3864	Padmounted Transformer	Needles
69	1214 Beach Drive (No ID Label)	Padmounted Transformer	Needles
70	4681	Padmounted Transformer	Needles
71	3708	Padmounted Transformer	Needles
72	4632	Padmounted Transformer	Needles
73	3284	Padmounted Transformer	Needles

#### **IV. Field Inspection Violations List**

##### **GO 95, Rule 91.3 Stepping, B. Location of Steps, states in part:**

*The lowest step shall be not less than 8 feet from the ground line, or any easily climbable foreign structure from which one could reach or step. Above this point steps shall be placed, with spacing between steps on the same side of the pole not exceeding 36 inches, at least to that conductor level above which only circuits operated and maintained by one party remain. Steps or fixtures for temporary steps shall be installed as part of a pole restoration process. Steps shall be so placed that runs or risers do not interfere with the free use of the steps.*

The lowest pole step on Pole No. 0603N was located at a height of less than eight feet above an easily-climbable short cinderblock wall.

##### **GO 95, Rule 31.1, Design Construction and Maintenance, states in part:**

*Electrical supply and communication systems shall be designed, constructed, and maintained for their intended use, regard being given to the conditions under which they are to be operated, to enable the furnishing of safe, proper, and adequate service.*

The following overhead facilities required of maintenance:

- A transformer on Pole No. 4453N had significant exterior corrosion.
- Multiple transformers on Pole No. 4602N had significant exterior corrosion.
- Pole No. 3545N was missing a section of its ground wire due to an apparent act of vandalism.
- A pole-to-pole secondary triplex between Pole No. 3566N and Pole No. 3559N was unraveling.
- The ground moulding on Pole No. 3564N was damaged.
- A down guy wire attached to Pole No. 4234N was excessively long. Approximately ten feet of the wire extended beyond the guy anchor and lay on the ground.

##### **GO 95, Rule 51.6, Marking and Guarding, High Voltage Marking of Poles, states in part:**

*Poles which support line conductors of more than 750 volts shall be marked with high voltage signs. This marking shall consist of a single sign showing the words "HIGH VOLTAGE", or pair of signs showing the words "HIGH" and "VOLTAGE", not more than six (6) inches in height with letters not less than 3 inches in height. A pair of signs may be stacked to a height of no more than 12 inches. Such signs shall be of weather and corrosion-resisting material, solid or with letters cut out therefrom and clearly legible.*

The "High Voltage" signs on each of the following poles were missing or damaged:

- |         |         |         |
|---------|---------|---------|
| • 1331N | • 0586N | • 0592N |
| • 4236N | • 0588N | • 2313N |



- 0596N
- 0601N
- 0603N
- 0604N
- 3542N
- 3553N
- 3554N
- 3545N
- 1165N
- 3535N
- 1180N
- 3571N
- 5246N
- 4640N

**GO 128, Rule 17.1, Design, Construction and Maintenance, states in part:**

*For all particulars not specified in these rules, design, construction, and maintenance should be done in accordance with accepted good practice for the given local conditions known at the time by those responsible for the design, construction, or maintenance of [the] communication or supply lines and equipment.*

The following underground or surface-level equipment was in need of maintenance:

- Padmounted Transformer No. 4644 was leaking oil.
- Padmounted Transformer No. 3284 had corrosion around its base and was leaking oil.
- Padmounted Transformer No. 4681 had a damaged locking mechanism. The transformer could not be opened by Needles staff during the audit, and CPUC staff was unable to inspect its interior.



*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 Larry Ford  
City Manager Patrick Martinez*

July 25, 2025

California Public Utilities Commission (CPUC)  
Attn: James Miller

RE: City of Needles Electric Distribution Audit Dated June 25, 2025

Mr. Miller,

In response to the City of Needles Audit completed from March 10, 2025 to March 14, 2025 the following corrective measures/actions have taken place;

### **Records Review**

#### **GO 95, Rule 18, Maintenance Programs and Resolution of Potential Violations of General Order 95 and Safety Hazards, Section (A)(1)**

The City of Needles staff have taken corrective actions, as requested, and will maintain the records for the required record retention policy set.

#### **GO 95, Rule 18, Section (B) Maintenance Program**

City Staff and Management are preparing a maintenance program/procedure to implement work orders for all GO 95 inspections and/or corrective actions

#### **GO 165, Section III-B, Distribution Facilities, Standards for Inspection**

City Staff and Management are implementing an inspection program for all distribution facilities with proper patrol logs

#### **GO 95, Rule 31.2, Inspection of Lines**

City Staff and Management are implementing line inspection logs for staff to complete as requested.

#### **GO 95, Rule 35, Vegetation Management**

City Staff and Management are implementing vegetation management logs for staff to complete as requested.

#### **GO 165, Rule III (C) Record Keeping**

City Staff and Management are implementing an inspection program for all overhead facilities with proper patrol logs

#### **GO 165, Section III-B, Distribution Facilities, Standards for Inspection**

City Staff and Management are implementing an inspection program for all distribution facilities with proper patrol logs

## **GO 128, Rule 17.2, Inspection**

City Staff and Management are implementing an inspection program for all underground supply facilities

## **GO 165, Rule III (C) Record Keeping**

All implemented inspection logs, patrol logs, and work orders will be kept for the required record retention policy set by GO 165, Rule III (c), Record Keeping.

## **Field Inspection**

### **GO 95, Rule 91.3, Stepping, B. Location of Steps**

City Staff removed the pole step on Pole No. 0603N as requested.

### **GO 95, Rule 31.1, Design, Construction and Maintenance**

- Transformer on Pole No. 4453N were inspected, and the corrosion was rust, crews painted the transformer
- Transformers on or near Pole No. 4602NN were inspected, and the corrosion was rust, crews painted the transformer
- New wire was placed on Pole No. 3545N. Ground wire was removed by theft.
- Unraveling wire was repaired
- Ground Molding was replaced on Pole No. 3564N
- Down guy wire was repaired on Pole No. 4234N

### **GO 95, Rule 51.63, Marking and Guarding, High Voltage Marking of Poles**

- All poles mentioned below have work orders prepared for crews to replace or install high-voltage signs as requested

### **GO 128, Rule 17.1, Design, Construction and Maintenance**

- The padmounted transformer no. 4644 & 3284 will be replaced in the fall. Current peak summer temperatures limit the crews ability to schedule an outage for the extended period needed to replace the transformers.
- The padmounted transformer no. 4681 damage lock has been repaired and is in working condition.

If you have any questions or concerns, please contact me directly.

Respectfully,

*Rainie Torrance*

Rainie Torrance

Utility Manager

rtorrance@cityofneedles.com

817 Third St. Needles, CA 92363



## City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

**Meeting Date:** August 5, 2025

**Title:** Monthly Activity Report May 2025

**Background:**

**Fiscal Impact:**

**Environmental Impact:** N/A

**Recommended Action:** No Action Needed – Information Only

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

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

**Date:** 7/28/2025

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

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

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

# NEEDLES PUBLIC UTILITY AUTHORITY

## Monthly Activity Report

MONTH OF: May-24

### MONTHLY REPORT OF REVENUE, CONSUMPTION, DEMAND, AND ACCOUNTS PAST DUE

#### CURRENT YEAR:

	MONTH OF May-25	Fiscal Year to Date through: May-25	YTD	% change prior year to current year	Consumption May-25	% change prior year to current year
Utility Revenue:	Electric	\$ 1,153,926	\$ 13,888,722	12%	8,032,847 kWh	9.9%
	Water	\$ 249,344	\$ 2,705,615	7%	3,709,400 Cu. Ft.	-6.6%
	Sewer	\$ 181,308	\$ 1,977,605	1%		
<b>TOTALS</b>		<b>\$ 1,584,578</b>	<b>\$ 18,571,942</b>			

Note: Elec  
Custs total:  
3,002  
May-25

#### PRIOR YEAR:

	MONTH OF May-24	Fiscal Year to Date Through: May-24	Consumption May-24
Utility Revenue:	Electric	\$ 1,254,668	\$ 12,426,338
	Water	\$ 245,014	\$ 2,532,118
	Sewer	\$ 184,056	\$ 1,950,078
<b>TOTALS</b>		<b>\$ 1,683,738</b>	<b>\$ 16,908,534</b>

#### ADDITIONAL INFORMATION:

##### See attached documentation

Accounts Past Due (Over 60/90 Days) (Now all, not just active)

\$ 63,810 at end of current month

Percent of current month Revenue 0.040269119

Percent of Year to Date Revenue 0.34%

Excludes Cultivation Deposits

##### Electric Demand (MW)

Current Period 21.58

Prior Year 20.56

##### Customer Service Office

Number of Disconnections 15

Number of Reconnects 10

Sources: Revenue: General Ledger (Finance Dept numbers)

A/C's past due: Billing system

Electric Demand: AES Representative

This report shows the current year utility revenue, consumption, electric demand, & purchased power expense compared to the prior year.

Report Prepared by:

Rainie Torrance  
Utility Manager

Date: 07/28/25

##### Purchased Power Expense (Per AES/WAPA Schedule):

	MTD	YTD
Current Period	\$ 253,253	\$ 5,073,517
Prior Year	\$ 370,696	\$ 6,505,034
Percentage change in cost YTD		-22%

Note: Purchased Power Expense is calculated by AES, not the G/L

NPUA									
Recap of Electric Consumption / Purchases / Costs: Comparing FY 24 to FY 25									
FY 23 / 24		kWh			FY 24 / 25			kWh	
		Monthly		Monthly	Monthly		Monthly	Monthly	Monthly
		Consumption	Purchases	\$ Cost	Consumption	Purchases	\$ Cost	Consumption	\$ Cost
July-23		9,184,037	12,138,000	\$1,351,064				11,158,485	\$ 980,877
August-23		8,975,885	10,746,000	\$1,260,375	July-24			13,652,000	\$ 867,781
September-23		10,674,155	8,768,000	\$ 899,885	August-24			11,637,000	\$ 578,132
October-23		6,665,913	7,361,000	\$ 426,346	September-24			10,270,000	\$ 482,445
November-23		6,251,463	3,035,000	\$ 370,759	October-24			8,788,000	\$ 319,594
December-23		5,760,973	6,433,000	\$ 429,070	November-24			6,655,000	\$ 418,831
January-24		5,871,862	6,652,000	\$ 504,186	December-24			7,069,000	\$ 489,106
February-24		5,710,524	5,993,000	\$ 375,593	January-25			7,274,000	\$ 265,375
March-24		6,411,943	6,420,000	\$ 247,535	February-25			6,206,000	\$ 192,131
April-24		5,673,847	7,086,000	\$ 269,526	March-25			7,016,000	\$ 225,902
May-24		7,311,259	9,065,000	\$ 370,696	April-25			7,741,000	\$ 253,253
June-24		9,357,054	11,710,000	\$ 663,016	May-25			9,583,000	
					June-25				
		87,848,915	95,407,000	\$ 7,168,051				81,740,206	\$ 5,073,426
This report shows the current month consumption, monthly purchases and monthly cost compared to the prior year.									

NPUA					
Recap of Water Consumption: Comparing FY 24 to FY 25					
FY 23 / 24	Monthly Consumption	FY 24 / 25	Monthly Consumption	Difference	
July-23	4,831,733	July-24	5,030,016	4%	
August-23	4,218,990	August-24	5,160,877	22%	
September-23	5,195,966	September-24	5,268,219	1%	
October-23	3,677,178	October-24	4,255,799	16%	
November-23	3,395,139	November-24	4,084,281	20%	
December-23	3,579,785	December-24	2,971,538	-17%	
January-24	3,169,772	January-25	3,569,288	13%	
February-24	2,929,896	February-25	2,675,092	-9%	
March-24	2,689,773	March-25	2,371,281	-12%	
April-24	2,655,443	April-25	2,750,897	4%	
May-24	3,969,846	May-25	3,709,400	-7%	
June-24	4,425,640	June-25		-100%	
	44,739,161		41,846,688		

This report shows the current month consumption, compared to the prior year. Shown in cubic-feet.



NEEDLES PUBLIC UTILITY AUTHORITY									
ACCOUNTS PAST DUE (OVER SIXTY DAYS)									
COMPARISONS TO SALES									
MONTH	YTD	OVER	% TO	Amount	MONTH	YTD	OVER	% TO	Amount
CURR	SALES	SIXTY/	SALES	over 120 &	CURR	SALES	SIXTY/	SALES	over 120 &
YEAR		NINETY		beyond	YEAR		NINETY		beyond
Jul-23	\$ 1,680,167	\$ 213,695	12.72%	see attached	Jul-24	\$ 2,219,766	\$ 109,122	4.92%	see attached
Aug-23	\$ 3,348,845	\$ 137,501	4.11%	see attached	Aug-24	\$ 4,561,796	\$ 160,497	3.52%	see attached
Sep-23	\$ 5,305,419	\$ 221,611	4.18%	see attached	Sep-24	\$ 6,880,144	\$ 167,370	2.43%	see attached
Oct-23	\$ 6,744,935	\$ 246,819	3.66%	see attached	Oct-24	\$ 8,639,691	\$ 184,677	2.14%	see attached
Nov-23	\$ 8,113,814	\$ 281,434	3.47%	see attached	Nov-24	\$ 10,267,535	\$ 368,748	3.59%	see attached
Dec-23	\$ 9,485,954	\$ 250,315	2.64%	see attached	Dec-24	\$ 11,619,607	\$ 442,172	3.81%	see attached
Jan-24	\$ 10,915,585	\$ 136,437	1.25%	see attached	Jan-25	\$ 13,141,232	\$ 412,726	3.14%	see attached
Feb-24	\$ 12,361,017	\$ 217,656	1.76%	see attached	Feb-25	\$ 14,586,665	\$ 439,489	3.01%	see attached
Mar-24	\$ 13,846,466	\$ 255,096	1.84%	see attached	Mar-25	\$ 15,760,671	\$ 494,509	3.14%	see attached
Apr-24	\$ 15,224,796	\$ 140,323	0.92%	see attached	Apr-25	\$ 17,082,051	\$ 117,048	0.69%	see attached
May-24	\$ 16,908,534	\$ 312,650	1.85%	see attached	May-25	\$ 18,571,942	\$ 63,810	0.34%	see attached
Jun-24	\$ 18,830,647	\$ 313,813	1.67%	see attached	Jun-25			#DIV/0!	see attached
Source:									
aged Accounts Receivable Report (NPUA)									
This report shows the YTD sales for the utilities, and the over 60 & 90 by month.									



<b>NPUA</b>		Water	Sewer	Electric				<b>TOTALS</b>
<b>REVENUE</b>	Jul-24	\$ 262,918	\$ 179,065	\$ 1,777,793				\$ 2,219,776
	Aug-24	\$ 277,627	\$ 178,630	\$ 1,885,854				\$ 2,342,111
	Sep-24	\$ 281,841	\$ 179,215	\$ 1,857,201				\$ 2,318,257
	Oct-24	\$ 253,855	\$ 176,324	\$ 1,329,368				\$ 1,759,547
	Nov-24	\$ 261,052	\$ 180,756	\$ 1,186,037				\$ 1,627,845
	Dec-24	\$ 227,216	\$ 180,847	\$ 944,008				\$ 1,352,071
	Jan-25	\$ 224,230	\$ 180,477	\$ 1,116,918				\$ 1,521,625
	Feb-25	\$ 220,606	\$ 180,060	\$ 1,044,767				\$ 1,445,433
	Mar-25	\$ 210,223	\$ 180,879	\$ 812,904				\$ 1,204,006
	Apr-25	\$ 220,569	\$ 180,609	\$ 890,202				\$ 1,291,380
	May-25	\$ 249,344	\$ 181,308	\$ 1,153,926				\$ 1,584,578
	Jun-25							\$ -
	YTD Total	\$ 2,705,615	\$ 1,977,605	\$ 13,888,722				\$ 18,666,629
<b>CITY &amp; NPUA</b>		Water	Sewer	Electric	Elec Asset Repl Bal Fwd :	NPUA Exp (excl. bond debt)	Bond debt	<b>TOTALS</b>
<b>EXPENSE</b>					\$ 3,207,725			
					cur yr cum:			
	Jul-24	\$ 174,203	\$ 75,247	\$ 3,199,468	\$ 46,000	\$ 103,414	\$ 721,192	\$ 4,319,524
	Aug-24	\$ 146,630	\$ 104,362	\$ 463,712	\$ (2,300)	\$ 110,290	\$ -	\$ 822,694
	Sep-24	\$ 131,576	\$ 110,966	\$ 1,035,653	\$ 46,000	\$ 111,461	\$ -	\$ 1,435,656
	Oct-24	\$ 135,390	\$ 103,012	\$ 1,492,673	\$ 46,000	\$ 112,365	\$ -	\$ 1,889,440
	Nov-24	\$ 140,223	\$ 64,411	\$ 888,700	\$ 46,000	\$ 98,280	\$ -	\$ 1,237,614
	Dec-24	\$ 123,688	\$ 132,583	\$ 330,365	\$ 46,000	\$ 94,253	\$ -	\$ 726,889
	Jan-25	\$ 137,648	\$ 112,459	\$ 369,265	\$ 46,000	\$ 89,894	\$ 721,192	\$ 1,476,458
	Feb-25	\$ 124,799	\$ 92,964	\$ 358,998	\$ 46,000	\$ 99,713	\$ -	\$ 722,474
	Mar-25	\$ 127,924	\$ 54,054	\$ 405,755	\$ 46,000	\$ 88,054	\$ -	\$ 721,787
	Apr-25	\$ 159,327	\$ 110,274	\$ 354,085	\$ 46,000	\$ 89,768		\$ 759,454
	May-25	\$ 215,328	\$ 102,600	\$ 442,165	\$ 46,000	\$ 85,718	\$ -	\$ 891,811
	Jun-25							\$ -
	YTD Total	\$ 1,616,734	\$ 1,062,931	\$ 9,340,839	\$ 457,700	\$ 1,083,210	\$ 1,442,384	\$ 15,003,798
Amount in Asset Replacement Fund.....					\$ 3,665,425			
Source:								
Monthly Budget Report by Fund (revenue & expense)								
This report shows the monthly revenues and expenditures by utility fund.								

CASH BALANCES IN VARIOUS ACCOUNTS AND LOAN BALANCE TO GENERAL FUND					
	AT:	AT:			
NPUA	05/31/24	05/31/25			
'LOCKBOX"					
ACCOUNT	\$ 6,918,262	\$ 10,319,439			
& LAIF		***see note below			
CITY					
Water	\$ 334,149	\$ 578,784			
Sewer	\$ 191,949	\$ 293,545			
Electric	\$ 2,562,395	\$ 4,561,711			
*****					
	Electric Asset Replacement Fund				
	***Amount in NPUA LAIF & CD				
			\$ 2,489,353	05/31/25	
Source:					
Cash by Fund Monthly Report					
This report shows the cash balances in the NPUA, city utility funds, and Electric Asset Replacement fund in LAIF and CD.					

NPUA			
Recap of Power Purchase Expense \$			
FY 23 / 24	At the end of	June 30, 2024	
Quarterly		Monthly	Cum YTD
	July-23	\$ 1,351,064	\$ 1,351,064
	August-23	\$ 1,260,375	\$ 2,611,439
\$ 3,511,324	September-23	\$ 899,885	\$ 3,511,324
	October-23	\$ 426,346	\$ 3,937,670
	November-23	\$ 370,759	\$ 4,308,429
\$ 1,226,175	December-23	\$ 429,070	\$ 4,737,499
	January-24	\$ 504,186	\$ 5,241,685
	February-24	\$ 375,593	\$ 5,617,278
\$ 1,127,314	March-24	\$ 247,535	\$ 5,864,813
	April-24	\$ 269,526	\$ 6,134,339
	May-24	\$ 370,696	\$ 6,505,035
\$ 1,303,238	June-24	\$ 663,016	\$ 7,168,051
\$ 7,168,051		\$ 7,168,050	
NPUA			
Recap of Power Purchase Expense \$			
FY 24 / 25	At the end of	May 31, 2025	
Quarterly		Monthly	Cum YTD
	July-24	\$ 980,877	\$ 980,877
	August-24	\$ 867,871	\$ 1,848,748
\$ 2,426,880	September-24	\$ 578,132	\$ 2,426,880
	October-24	\$ 482,445	\$ 2,909,325
	November-24	\$ 319,594	\$ 3,228,919
\$ 1,220,870	December-24	\$ 418,831	\$ 3,647,750
	January-25	\$ 489,106	\$ 4,136,856
	February-25	\$ 265,375	\$ 4,402,231
\$ 946,612	March-25	\$ 192,131	\$ 4,594,362
	April-25	\$ 225,902	\$ 4,820,264
	May-25	\$ 253,253	\$ 5,073,517
\$ 479,155	June-25		\$ 5,073,517
\$ 5,073,517		\$ 5,073,516	
This report shows the monthly purchased power expense compared to the prior year.			

NPUA				
Recap of Electric Consumption (kWh)				
FY 23 / 24	At the end of	June 30, 2024		
Quarterly		Monthly	Cum YTD	PEAK MW
	July-24	12,138,000	12,138,000	23.71
	August-24	8,975,885	21,113,885	21.72
31,788,040	September-24	10,674,155	31,788,040	20.61
	October-24	6,665,913	38,453,953	16.49
	November-24	6,251,463	44,705,416	11.90
18,678,349	December-24	5,760,973	50,466,389	11.43
	January-25	5,871,862	56,338,251	12.50
	February-25	5,710,524	62,048,775	11.41
17,994,329	March-25	6,411,943	68,460,718	11.99
	April-25	5,673,847	74,134,565	16.57
	May-25	7,311,259	81,445,824	20.56
20,140,117	June-25	7,155,011	88,600,835	24.17
88,600,835		88,600,835		
NPUA				
Recap of Electric Consumption (kWh)				
FY 24 / 25	At the end of	May 31, 2025		
Quarterly		Monthly	Cum YTD	PEAK MW
	July-24	11,158,485	11,158,485	26.72
	August-24	11,398,224	22,556,709	25.76
34,097,628	September-24	11,540,919	34,097,628	23.76
	October-24	8,414,307	42,511,935	22.11
	November-24	4,084,281	46,596,216	12.64
18,536,315	December-24	6,037,727	52,633,943	13.10
	January-25	4,215,138	56,849,081	13.74
	February-25	5,684,992	62,534,073	13.01
15,277,748	March-25	5,377,618	67,911,691	15.89
	April-25	5,795,668	73,707,359	18.32
	May-25	8,032,847	81,740,206	21.58
13,828,515	June-25		81,740,206	
81,740,206		81,740,206		
This report shows the monthly electric consumption compared to the prior year.				

Needles Public Utility Authority				PRELIMINARY &		NOTE: ARF & UUT
Schedule of Budgeted Reimbursements Paid to City to Date and Expenses of City Utility Funds				UNAUDITED NUMBERS		done directly from 501
Y-T-D MAY 2025						
	Water	Wastewater	All Amer Canal	Electric	Total	
Reimbursements	1,770,000.00	1,033,000.00	1,008,000.00	10,209,379.00	14,020,379.00	Acct bal list - 381s
(Expenses)	(1,606,994.86)	(1,026,285.13)	(1,106,791.09)	(9,883,226.53)	(13,623,297.61)	Stmnt of exps & encls
~ Difference: (under-reimbursed)	163,005.14	6,714.87	(98,791.09)	326,152.47	397,081.39	
or over-reimbursed	381.40	381.40	381.40	381.40		
Preliminary						
FY 24 (due to) / from - unaudited balances	304,211.43	323,008.54	223,618.94	4,005,185.05	4,856,023.96	
(DUE TO) subtotal* plus current difference	467,216.57	329,723.41	124,827.85	4,331,337.52	5,253,105.35	



# City of Needles, California

## Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES ☒ Regular ☐ Special

**Meeting Date:** August 5, 2025

**Title:** Present Perfected Rights Report – June 2025

**Background:**

CURRENT YEAR:  
June 2025

	Current	YTD	% change prior year to current year YTD
Net Diversion	197.90	815.33	-10%
Measured Returns	41.17	235.35	
Unmeasured Returns	32.30	138.26	
<b>Consumptive Use</b>	<b>124.43</b>	<b>441.72</b>	<b>(based on consumptive use)</b>

PRIOR YEAR:  
March 2024

Net Diversion	226.66	854.54
Measured Returns	43.05	241.54
Unmeasured Returns	38.91	118.40
<b>Consumptive Use</b>	<b>144.70</b>	<b>494.00</b>

% of PPR Remaining

**68%**

\*Based on CY25 Water  
Order of 2,528 diversion

PPR Limits 1,223 1,223  
SCIA Agreement (145) - 145  
PPR Entitlement 1,078

LCWSP SCIA Limit + 527  
2023 Consumption 1,605  
2023 Diversion 2,261

**Recommended Action:** No action needed - information only

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

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

**Date:** 7/28/2025

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

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

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



*Item 9.*

1

**CALENDAR YEAR 2025**  
**WASTEWATER TREATMENT PLANT**

	Mean Flow	# Days	A/F	A/F Return
Jan	0.419	31	39.86	38.67
Feb	0.424	28	36.44	35.34
Mar	0.421	31	40.05	38.85
Apr	0.457	30	42.08	40.81
May	0.439	31	41.77	40.51
Jun	0.461	30	42.45	41.17
Jul		31	0.00	0.00
Aug		31	0.00	0.00
Sep		30	0.00	0.00
Oct		31	0.00	0.00
Nov		30	0.00	0.00
Dec		31	0.00	0.00
TOTAL	2.621	365	242.65	235.35

Daily mean flow x #days mo X 1,000,000 = gal/mo  
divided by 7.48 divided by 43560 = A/F mo

CITY OF NEEDLES  
WATER ACCOUNTING  
MONTHLY CALCULATION SHEET  
CALENDAR YEAR 2025

Item 9.

Diversions													
Pumped from Wells	Pumped (Acre-Feet)												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Well #8	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Well # 15 (FKA #10)	92.79	77.97	95.62	108.15	124.34	131.11	0.00	0.00	0.00	0.00	0.00	0.00	629.98
Well #11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Well #12	26.95	31.32	42.93	54.47	51.12	71.70	0.00	0.00	0.00	0.00	0.00	0.00	278.49
Sub-Total	119.74	109.29	138.55	162.62	175.46	202.81	0.00	0.00	0.00	0.00	0.00	0.00	908.47
Delivered to Ft. Mojave Indian Tribe (AZ)	11.04	0.00	0.00	0.00	0.01	0.10	0.00	0.00	0.00	0.00	0.00	0.00	11.15
Delivered to Ft. Mojave Indian Tribe (CA)	33.20	7.72	28.41	3.34	4.51	4.81	0.00	0.00	0.00	0.00	0.00	0.00	81.99
Sub-Total	44.24	7.72	28.41	3.34	4.52	4.91	0.00	0.00	0.00	0.00	0.00	0.00	93.14
City of Needles' Net Diversion	75.50	101.57	110.14	159.28	170.94	197.90	0.00	0.00	0.00	0.00	0.00	0.00	815.33

Return and Other Credits												
Measured Returns												
Sewer Plant's Rapid Infiltration Ponds <sup>1</sup>	38.67	35.34	38.85	40.81	40.51	41.17	0.00	0.00	0.00	0.00	0.00	235.35
Unmeasured Returns												
Percolation from Golf Course <sup>2</sup>	0.17	12.65	16.49	33.22	7.09	22.57	0.00	0.00	0.00	0.00	0.00	92.17
Percolation from Parks <sup>3</sup>	2.15	1.24	1.86	1.99	3.89	4.30	0.00	0.00	0.00	0.00	0.00	15.43
Percolation from Large Commercial Users <sup>4</sup>	0.46	0.93	0.65	1.18	1.26	1.47	0.00	0.00	0.00	0.00	0.00	5.95
System Losses <sup>5</sup>	0.00	0.00	0.00	0.01	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.02
Septic Tank Returns <sup>6</sup>	4.12	3.84	4.41	4.22	4.12	3.96	0.00	0.00	0.00	0.00	0.00	24.69
Total Unmeasured Returns	6.90	18.66	23.41	40.61	16.37	32.30	0.00	0.00	0.00	0.00	0.00	138.26
Total Returns	45.57	54.00	62.26	81.42	56.88	73.47	0.00	0.00	0.00	0.00	0.00	373.61

Footnotes:

- 1/Calculated as WWTP Total Discharge\*0.97.
- 2/Calculated as Monthly Delivery to Golf Course\*Efficiency-Monthly ET. Efficiency=0.9
- 3/Calculated as Delivery to Parks,Bailparks,Cemetery\*0.40.
- 4/Calculated as 24% of Deliveries to Commercial Accounts\*0.10.
- 5/Calculated as City of Needles' Net Diversions-Total Uses.
- 6/Total Annual UMRF from septic tanks = 50; assumes 210 septic units\*0.6 AF/yr\*0.40 (where 0.40 = UMRF Factor). Annual volume is distributed monthly using a monthly distribution factor.

Consumptive Use												
Diversion	75.50	101.57	110.14	159.28	170.94	197.90	0.00	0.00	0.00	0.00	0.00	815.33
Measured Returns	38.67	35.34	38.85	40.81	40.51	41.17	0.00	0.00	0.00	0.00	0.00	235.33
Unmeasured Returns	6.90	18.66	23.41	40.61	16.37	32.30	0.00	0.00	0.00	0.00	0.00	138.22
Consumptive Use	29.93	47.57	47.88	77.86	114.06	124.43	0.00	0.00	0.00	0.00	0.00	441.72





## City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES ☒ Regular ☐ Special

**Meeting Date:** August 5, 2025

**Title:** EUSI, LLC operational support services relating to the wastewater treatment facility and collection system June 2025

**Background:** See attached report

**Fiscal Impact:**

**Environmental Impact:**

**Recommended Action:** No action needed - information only

**Submitted By:** Kris Hendricks, EUSI LLC

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

**Date:** 7/28/2025

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

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

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

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

**EUSI, LLC Operational Support Services Relating  
To the  
Wastewater Treatment Facility and Collection System  
June 2025**

Mrs. Rainie Torrance,

Please find below a summary of our services provided associated with the operational support services for the wastewater treatment facilities for the month of June 2025.

- The daily average flow for the month of June 2025 was 0.461 MGD.
- Completed the May 2025 monthly monitoring report for the state.
- Conducted in-house process control testing for the SBRs.
- Sent out the weekly and monthly samples as required by the monitoring permit.
- Tested the plant lift station and plant alarm callouts.
- Administrative coordination with finance and the administrative staff at 3<sup>rd</sup> street is ongoing.
- Inspected facility perimeter fences and percolation ponds.
- Operations staff decanted the digester to limit the amount of sludge that needed to be sent to the drying beds for further processing and ultimate removal to the off-site landfill.
- Completed routine monthly inspection of the Kubota tractor, the 4" trash pump, and the jetter.
- Cleared drying beds 1, 3, 5, 7, 9, and 11 and placed in bed 24 for future removal.
- Preventive Maintenance Program is ongoing per operating hours of the various plant components.
- Completed the bar screen service and inspections throughout the month.
- Completed weekly inspection of the emergency generator prior to and during its weekly test runs.
- Ongoing communication with City staff regarding items associated with the overall wastewater system.
- Staff completed the CJIPA PPE and electrical safety training modules.
- Replaced the fridge in the lab. This is used for storing reagents, batteries, and samples.
- Wastewater team completed the annual inventory for both the plant and collections.

Supplemental repair services, exceptional event(s) during the month of December.

- June 10, 2025 operational staff troubleshooted the hand off auto switch for the pumps at Jack Smith park. Some control wires were inadvertently transposed when the new motor starter was installed. We also replaced the lag float and reconnected the thermal control wires. (5.0 man hours - No charge for this activity).
- June 13, 2025 wastewater team replaced manhole cover on Peru St. (No charge for this activity)
- June 16, 2025 operations staff repaired leaks on the compression release head for the shop compressor. (1.0 hour - No charge for this activity)
- June 24, 2025 operations staff was called out at ~0038 hours for a control panel alarm for a failed motive pump in SBR #1. The main breaker was tripped. The pump was left in the off position for further investigation during normal business hours. (1.0 hour - No charge for this activity)
- June 25, 2025 wastewater team removed and replaced the motive pump on SBR #1. The pump was sent up to the authorized repair facility on June 26, 2025 for further inspection. We are expecting a quote for the repairs sometime in July. (8.0 man hours, No charge for this activity.)

Should you have any questions regarding the monthly activity please feel free to contact me at 602-300-7946.

Sincerely,



Kris Hendricks, EUSI, LLC; Managing Member



# 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 Larry Ford

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: July 18, 2025

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### 1. **Route 66 Broadband – Channel 2 Community Broadcasts**

City staff recently met with representatives from Route 66 Broadband to coordinate the City's use of Channel 2 on their cable TV platform for community programming. The City will utilize this channel to broadcast public bulletins, emergency alerts, community flyers, a calendar of community events, and recordings of City Council meetings on a continuous loop. This initiative supports the Council's goal of enhancing public engagement and promoting transparency by expanding access to timely and relevant information. By leveraging Route 66 Broadband's local cable platform, the City can more effectively inform residents about upcoming events, programs, and important local decisions. Channel 2 programming is expected to be operational within the next few weeks. Thank you to Route 66 Broadband for your collaboration and support in helping the City share its story with the community.

### 2. **Needles Beautification in Action**

The City of Needles remains committed to infrastructure, safety, and community pride through coordinated, citywide efforts. This week, Public Works and Utility crews addressed priority maintenance across several areas. Temporary asphalt repairs were completed near Chestnut Market and nearby neighborhoods to improve road safety until permanent resurfacing is scheduled. In the downtown area, overgrown vegetation was cleared to enhance visibility and appearance. At Bob Belt Beach Park, crews placed boulders to block access to the peninsula and prevent erosion. On Front Street near El Garces, the Water Department responded to a recurring leak, initiated an emergency Blue Stake, and fully replaced the service line. These improvements reflect the City Council's priorities—investing in infrastructure, enhancing neighborhoods, and promoting beautification. We thank our crews for their continued dedication. Photos from this week's work are attached. Residents can report concerns by calling **760-326-2115 (press #9)** or using the **Needles Connect app** on [Google Play Store](#) (Android) and [Apple Store](#) (iOS). **Together, we're building a safer, stronger Needles!**

3. **Route 66 Pharmacy – Now Open and Accepting Registrations**

Route 66 Pharmacy is now open at 821 W. Broadway with a fresh new storefront and is actively registering patients. While approval to serve Medi-Cal patients is still pending, they are currently able to serve those with Medicare Part D insurance. Residents are encouraged to stop by and create a patient profile now, ensuring they're ready for full service as soon as Medi-Cal authorization is in place. This new pharmacy helps address the gap in local prescription access created by the closure of Rite Aid earlier this year. This effort aligns with the City Council's commitment to expanding essential services, supporting public health, and fostering economic growth. Take a look at their updated storefront—another positive step for healthcare access in Needles.

4. **Elevating Needles Through Regional Tourism Partnerships**

The City of Needles was recently featured in *Traicy Japan*, highlighting the city as the **Gateway to California's Oasis on the Colorado River** and a key stop along historic **Route 66**. In April, the Mayor welcomed an international delegation from Japan during a Familiarization (FAM) tour organized by **Discover Inland Empire** and tourism leader **Freddy Bi**. The visit showcased local attractions including the **Recreation Center**, **Needles Regional Museum**, and the **Welcome to California sign**—promoting Needles' Route 66 legacy, riverfront amenities, and historic character. The coverage provided valuable international exposure and strengthened the city's appeal to global travelers. This effort supports the **City Council's goals** to attract tourism, foster engagement, promote Needles as a vibrant destination, and drive economic opportunity. Read the article: [Traicy Japan – Discovering Needles](#).

5. **Chamber Business Directional Sign Program – Now Open for Participation**

The Needles Chamber of Commerce is actively managing the Business Directional Sign Program, offering local businesses a low-cost way to increase visibility and attract travelers. Supported by an \$8,700 grant from Supervisor Dawn Rowe, the first of 11 signs is now being renovated, with full installation expected by year's end. Sign slots are available at high-traffic locations throughout the city, including Needles Highway, Broadway, River Road, and K Street. Details on sizing, pricing, and availability are outlined in the attached brochure. This program supports Council's goals of enhancing tourism, supporting small business, and promoting public-private partnerships. Businesses interested in participating can contact the Chamber at [info@needleschamber.com](mailto:info@needleschamber.com) or (760) 326-2050.

6. **Electric Yard Building – Construction Progress Update**

As a follow-up to the initial delivery of the Electric Yard Building, construction is now visibly progressing. The structural steel framing has been erected, and the concrete pad and driveway have been completed. Equipment is on-site, and crews are actively advancing work on the next phase of the build. This project continues to reflect the Council's investment in infrastructure stability, asset protection, and operational readiness. By replacing temporary storage with a permanent facility, the City is taking meaningful steps to extend the lifespan of

essential utility equipment and reduce long-term replacement costs. Updated site photos are attached for your reference.

**7. Advancing Regional Collaboration**

As part of the City Council's ongoing commitment to strategic regional collaboration, City Manager Patrick Martinez recently participated in a leadership roundtable hosted by the ROMEO Breakfast Club, a respected 46-year-old civic group in Boulder City focused on regional dialogue and public service. The meeting brought together local government leaders to address shared challenges, exchange best practices, and explore opportunities to align resources for smart, sustainable growth. It also provided a platform to showcase Needles' rich history, recent economic development efforts, and growing momentum, reinforcing the city's progress and potential. These efforts reflect the City of Needles' dedication to building strong intergovernmental partnerships that advance Council priorities and enhance quality of life throughout the region.

**8. Backpack and School Supply Drive – Colorado River Station**

The Colorado River Sheriff's Station / Needles Police Department is hosting a Backpack and School Supply Drive to support students in the Needles Unified School District. The drive aims to collect new backpacks and school supplies to assist local families and ensure children are prepared for a successful school year. Because backpacks are often a costly burden for low-income families, this effort helps relieve that pressure while strengthening community support for Needles youth. Monetary donations are also accepted and will be used to purchase backpacks and supplies. All contributions will be acknowledged publicly, including on social media platforms. Donations should be submitted by August 5, 2025. For more information or to arrange pick-up/drop-off, please contact Community Relations Officer Misti Hunt at (760) 326-9207 or [mhunt@sbcasd.org](mailto:mhunt@sbcasd.org). Checks should be made payable to River Daze, the department's non-profit account.

**9. Financial Literacy– “On The Money” by Arrowhead Credit Union**

Over the weekend, Arrowhead Credit Union hosted its “On The Money” financial literacy workshop at the Needles Recreation Center. This free, hands-on event gave students the opportunity to navigate real-world financial decisions—including budgeting, managing credit, paying bills, and handling unexpected expenses—through a simulated life experience. Participants engaged with interactive stations, learning about housing costs, transportation, savings, and employment, while working alongside peers and mentors. The atmosphere was energetic, educational, and highly engaging. Lunch was generously provided by Smashed Burgers on 66—thank you for fueling the day. We also extend our sincere thanks to Arrowhead Credit Union for their continued investment in Needles youth and community development. Programs like this build a more financially informed and resilient Needles. Photos from the event are attached for your reference.



**10. Palo Verde College Needles Center: Fall 2025 Enrollment**

Palo Verde College's Needles Educational Center begins Fall 2025 classes on August 11. Located at 725 W. Broadway St., the Center is a vital resource for local access to higher education and workforce training. This semester includes programs in **phlebotomy, welding, child development, health education**, and general education courses such as **economics** and **statistics**. Students can register at [www.paloverde.edu](http://www.paloverde.edu), with on-site support for orientation, counseling, and financial aid. The Center plays a **key role** in advancing **City Council goals**—expanding educational access, developing a skilled workforce, and supporting a **family-friendly, opportunity-rich community**. Promoting these programs strengthens local capacity and long-term economic health.

**11. Community Events Calendar Now Live on City Website**

As part of the City's newly launched website, we're excited to introduce a [comprehensive Community Events Calendar](#) designed to keep residents informed about the many activities and happenings across Needles. We invite **local organizations and event organizers** to collaborate with the **City Clerk's Office** to add or update events—helping ensure the calendar remains vibrant, inclusive, and reflective of our community's diverse offerings. To contribute or request modifications, please contact **Candace Clark** at [cclark@cityofneedles.com](mailto:cclark@cityofneedles.com). Your participation helps strengthen community spirit and enrich the local experience for residents and visitors alike.



## 2. NEEDLES BEAUTIFICATION





## 2. NEEDLES BEAUTIFICATION





## 2. NEEDLES BEAUTIFICATION





## 2. NEEDLES BEAUTIFICATION





### 3. ROUTE 66 PHARMACY UPDATE





## 4. INTERNATIONAL TOURISM

### アメリカ・カリフォルニアの「ルート66」を旅する（後編）

2025年7月1日

旅人ITライターさとる



カリフォルニアといえばメジャーリーグでの大谷選手の活躍もあり、ロサンゼルス周辺が注目されがち。とはいえカリフォルニア自体は約42万4千平方キロメートルと日本全体の約1.1倍の大きさ。それだけにせっかくカリフォルニアへ行くなら、ロサンゼルスだけを見て回るのはもったいない。そんなカリフォルニアの魅力を伝えるFAMトリップに参加した。（[前編はこちら](#)）



## 4. INTERNATIONAL TOURISM



コロラド川に隣接するニードルス市は、州東部からの重要な玄関口のひとつ。歴史的な建造物やルート66に関連するスポットが多く現存する。「ルート66」は2026年に100周年を迎えるため、「アメリカの母なる道」とも呼ばれるルート66が現在再注目されているのだ。



ニードルス市内には、ルート66に関連する記念撮影を楽しむための場所が複数存在する。特に高速道路沿いに設置された「CALIFORNIA」の巨大なサインや、歴史的なボラックスワゴンもルート66の雰囲気を伝えるスポットとして親しまれている。



ニードルスの主要な施設の一つであるNeedles駅（El Garces Train Depot）は、歴史的な鉄道駅で、かつてはフレッド・ハーベイが経営したホテルとしても利用されていた。この建物は現在、鉄道博物館として運営されており、鉄道遺物やルート66に関連する品々などを収蔵。第二次世界大戦前には、クラーク・ゲーブルやアルバート・アインシュタインといった著名人も鉄道旅行中にここに宿



ニードルスではハンプトン・イン・ニードルス宿泊。コロラド川の近くに立地し、ーナ、ゴルフコースなどもあり、ルート66の玄関口だけでなく、リゾートとしての利用にも最適なホテルだ。



## 5. CHAMBER DIRECTIONAL SIGNS

### REF. # 1

Location: Needles Hwy & Pashard Street

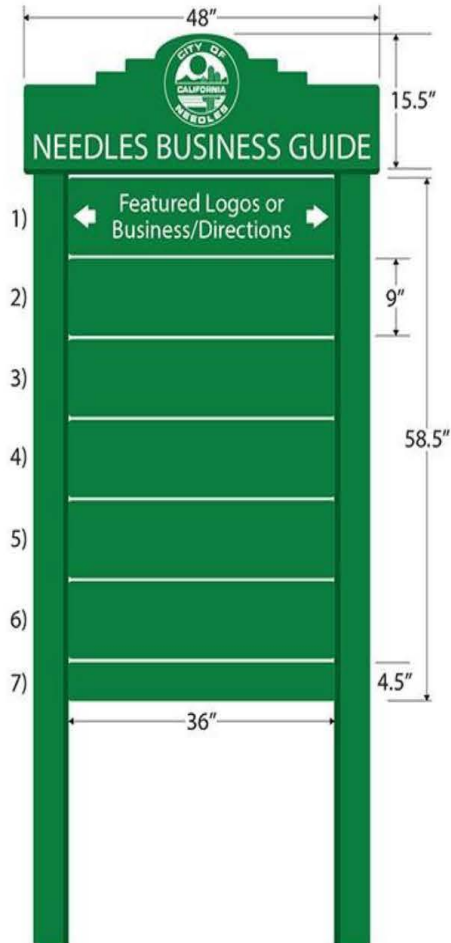
Price (\$): Per Year

Size: 4.5" x 36" (1 slot available) \$166.00

3 Year Contract Commitment \$368.00

Size: 9" x 36" (6 slots available) \$271.00

3 Year Contract Commitment \$802.00



### REF. # 1A

Location: Needles Hwy & Pashard Street

Close to Carl's Jr.

Price (\$): Per Year

Size: 48" x 96" (1 slot available) \$1,657.00

3 Year Contract Commitment \$6,184.00



### REF. # 3

Location: Needles Hwy & Broadway

Close To Old Outside Carwash

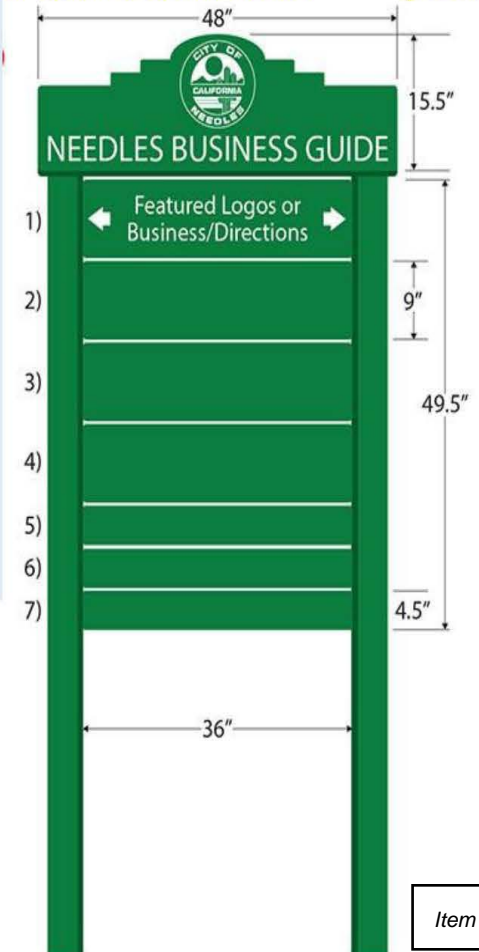
Price (\$): Per Year

Size: 4.5" x 36" (3 slots available) \$166.00

3 Year Contract Commitment \$368.00

Size: 9" x 36" (4 slots available) \$271.00

3 Year Contract Commitment \$802.00



Item 11.

## 5. CHAMBER DIRECTIONAL SIGNS

### REF. # 4

Location: Town Center North On Broadway

Close To Auto Zone

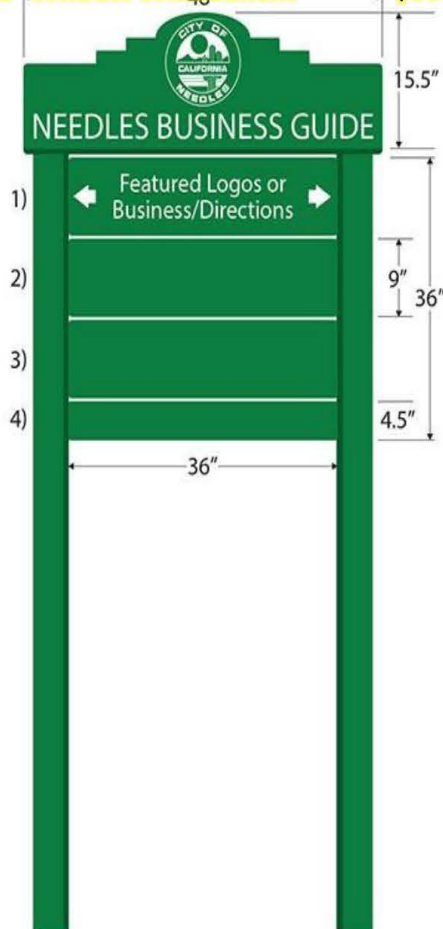
Price (s): Per Year

Size: 4.5" x 36" (1 slot available) \$166.00

3 Year Contract Commitment \$368.00

Size: 9" x 36" (3 slots available) \$271.00

3 Year Contract Commitment \$802.00



### REF. # 5

Location: River Road I-40 West

Close To Storewise I-40 Offramp

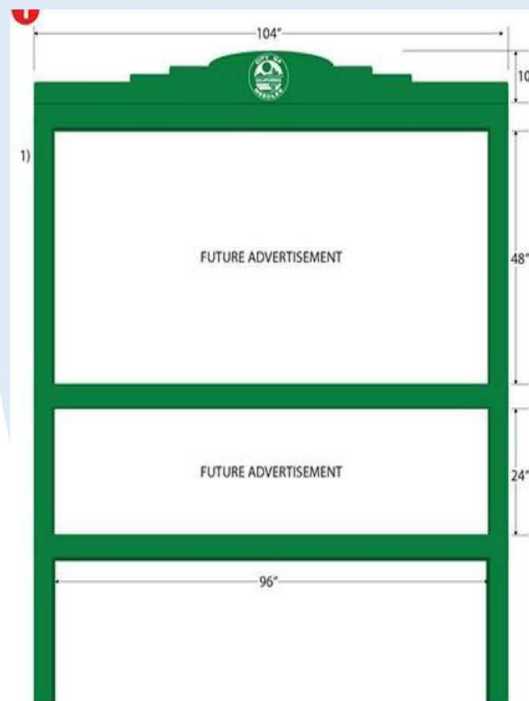
Price (s): Per Year

Size: 24" x 96" (1 slot available) \$969.00

3 Year Contract Commitment \$3,555.00

Size: 48" x 96" (1 slot available) \$1,657.00

3 Year Contract Commitment \$6,184.00



### REF. # 6

Location: Near Balboa I-40 On Ramp

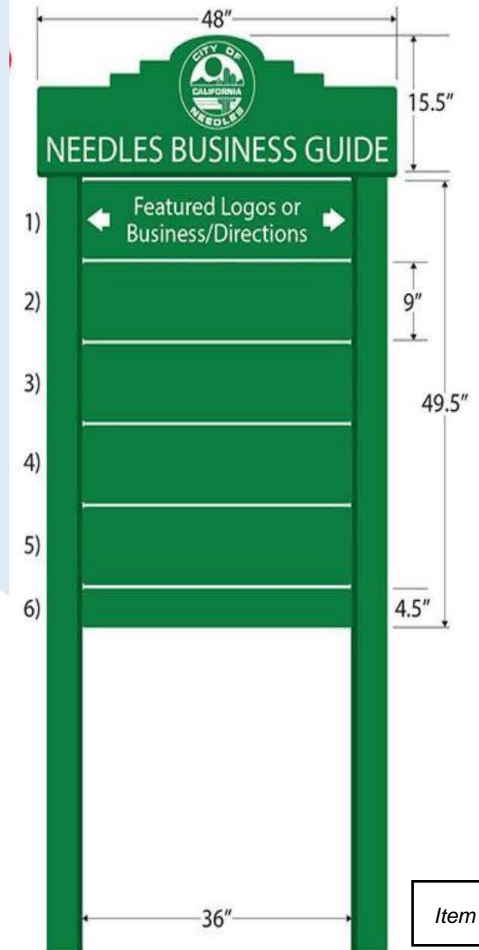
Price (s): Per Year

Size: 4.5" x 36" (1 slot available) \$166.00

3 Year Contract Commitment \$368.00

Size: 9" x 36" (5 slots available) \$271.00

3 Year Contract Commitment \$802.00



Item 11.

## 5. CHAMBER DIRECTIONAL SIGNS

### REF. # 7

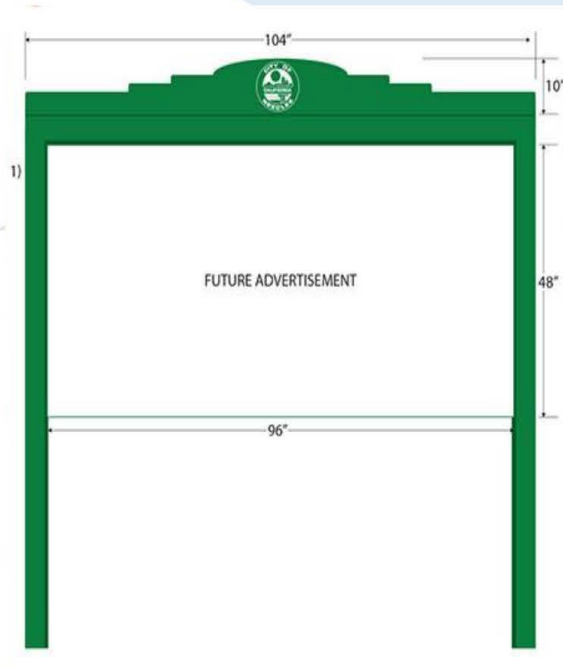
Location: Broadway Near California Street

Close to Fidel Chevron

Price (s): Per Year

Size: 48" x 96" (1 slot available) \$1,657.00

3 Year Contract Commitment \$6,184.00



### REF. # 8

Location: Broadway and J Street West

Downtown Across The Street From Premier Boats

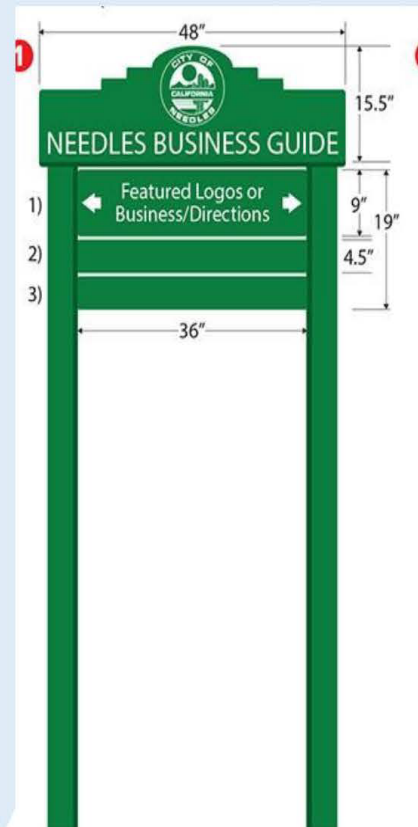
Price (s): Per Year

Size: 4.5" x 36" (2 slots available) \$166.00

3 Year Contract Commitment \$368.00

Size: 9" x 36" (1 slot available) \$271.00

3 Year Contract Commitment \$802.00



### REF. # 9

Location: Broadway and J Street West

Downtown Across The Street From Premier Boats

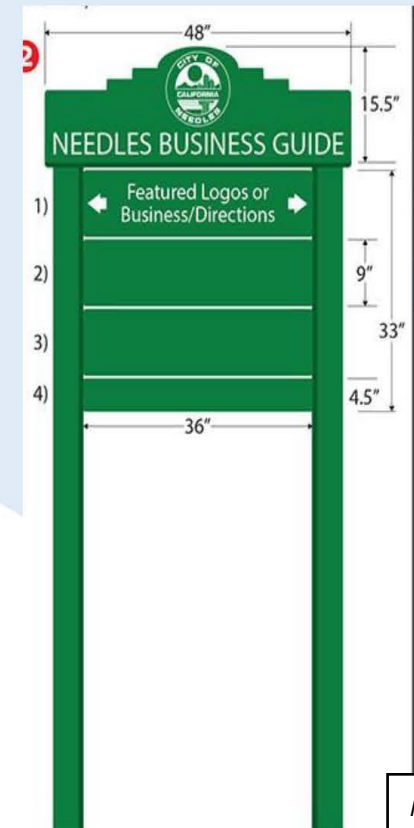
Price (s): Per Year

Size: 4.5" x 36" (1 slot available) \$166.00

3 Year Contract Commitment \$368.00

Size: 9" x 36" (3 slots available) \$271.00

3 Year Contract Commitment \$802.00



Item 11.

## 5. CHAMBER DIRECTIONAL SIGNS

### REF. # 10

Location: K Street & Needles Highway  
Over Bridge, First Left on Right

Price (s): Per Year

Size: 48" x 96" (1 slot available) \$1,657.00

3 Year Contract Commitment \$6,184.00

### REF. # 11

Location: River Road Toward Marina  
Close to Golf Course

Price (s): Per Year

Size: 48" x 96" (1 slot available) \$1,657.00

3 Year Contract Commitment \$6,184.00



**Trailblazer**  
**Directional Signs**  
**Needles California**



Needles Business Owners:

The purpose of this message is to highlight the opportunity to enhance a business's visibility and accessibility to customers in the Needles California Community.

Directional signage is a crucial tool to help people find the location, which can lead to increased foot traffic and sales.

Custom directional signs are offered to guide visitors directly to an establishment.

These signs are a cost-effective way to:

- Improve discoverability: Simplify the process for potential customers to locate a business, even in areas with complex layouts or limited direct visibility.
- Enhance customer experience: Reduce frustration and confusion for visitors trying to find entrances or specific departments.
- Boost brand awareness: Display a business name and logo, reinforcing the brand in the minds of passersby.
- Various options are available, including customizable text and design options.

A discussion on how directional signage can benefit specific business goals is welcomed. A meeting can be arranged at your convenience to provide more details about services and offer a personalized consultation.

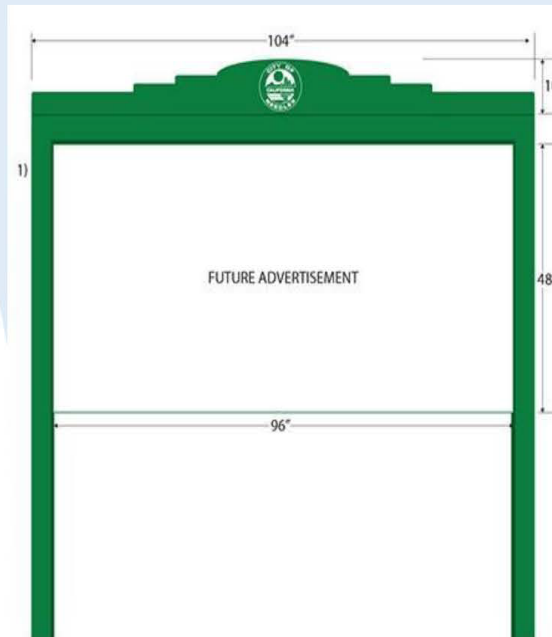
Please reply to this email / Letter by calling **760.326.2050** to schedule a meeting or if there are any questions.

Thank You, Tena McGee, Membership Director

Chamber: 760.326.2050

Cell: 760.985.4050

Email: [chamberofneedles@gmail.com](mailto:chamberofneedles@gmail.com) Item 11.





## 6. ELECTRIC YARD BUILDING UPDATE





## 8. BACKPACK AND SCHOOL SUPPLY DRIVE



Back to School

# Backpack & School Supply Drive

The Colorado River Station is hosting a backpack and school supply drive to help children in our community get ready for the new school year.

PLEASE BRING YOUR  
NEW DONATED ITEMS TO  
THE NEEDLES SHERIFF'S  
STATION BY  
AUGUST 5, 2025



Item 11.

Contact Community Officer M. Hunt at (760)326-9200 or [mhunt@sbcasd.org](mailto:mhunt@sbcasd.org) with any questions.



## 9. ARROWHEAD CREDIT UNION





## 9. ARROWHEAD CREDIT UNION





## 9. SMASHED BURGERS ON 66



### ABOUT US

Local flavor, legendary taste!

Smashed Burgers On 66 brings you the juiciest, most mouthwatering smash burgers in town. Fresh ingredients, bold flavors, and a passion for perfection—because you deserve more than just a burger, you deserve amazing.



**A FRESH, TASTEBUD-  
EXPLODING EXPERIENCE**

**ORDER AHEAD**  
**(760) 983-7172**



2205 Needles Hwy, Suite 102, Needles, CA  
[WWW.NEEDLESSMASHBURGERS.COM](http://WWW.NEEDLESSMASHBURGERS.COM)

**NOW ON**  
**DOORDASH**

Item 11.

## 9. SMASHED BURGERS ON 66

### SMASH BURGERS

SERVED WITH CRISPY, GOLDEN SHOESTRING FRIES & 20 OZ FOUNTAIN SODA

#### Grilled Cheese Smash 14.99

Two Sesame Buns, Melted American cheese, Double Smash Patty, Grilled Onions, and Pickles

#### Jalapeno Popper 13.99

Sesame Bun, Single Smash Patty, Jalapeno Popper Cheese Blend, BBQ Sauce, bacon

#### Old Fashioned 11.99

Sesame Bun, Single Smash Patty, Two Slices of Cheese, Grilled Onions, and Smash Sauce

#### Mac N Smash 14.99

Single Patty, Mac N Cheese, and Smash Sauce

#### PBJ Smash 13.99

Sesame Bun, Single Smash Patty, Bacon Habanero Jam, Peanut Butter, and Two Pieces of Bacon

#### Tomy's Chili 13.99

Sesame Bun, Single Smash Patty, Two Slices of American Cheese, Chili, Mustard, Pickles, and Grilled Onions

### CHICKEN

SERVED WITH CRISPY, GOLDEN SHOESTRING FRIES & 20 OZ FOUNTAIN SODA

#### Chicken Mac Smash 12.99

2 Chicken Strips, Mac N Cheese, and Smash Sauce

#### Chicken Strips 11.99

Four Chicken Strips with French Fries and Dipping Sauce

### HOT DOGS

SERVED WITH CRISPY, GOLDEN SHOESTRING FRIES & 20 OZ FOUNTAIN SODA

#### El Juan 7.99

Bacon Wrapped Frank, Grilled Onions, Hot Sauce, Jalapenos, and Cheese Sauce

#### The Frank 7.99

1/4 Pound All Beef Kosher Hot Dog, Chili, Cheese, and Diced Onions, Mustard

### WRAPS

#### CBR 12.99

Crispy Chicken, Bacon, Ranch, Cheese, Lettuce, Tomatoes

#### GCW 12.99

Grilled Chicken, Bacon, Ranch, Cheese, Lettuce, Tomatoes

#### Smash Wrap 10.99

Smash Burger, Cheese, Smash Sauce, Pickles, Grilled Onions, and Fries

### SALADS

#### Garden Salad 6.99

Salad Mix, Tomatoes and Dressing

#### Chicken Salad 9.99

Salad Mix, Tomatoes, Crispy or Grilled Chicken, and Dressing

#### Sriracha Chicken Salad 10.99

Salad Mix, Crispy or Grilled Chicken, Sriracha Sauce, Cucumbers, Onions, Shredded Cheddar Cheese, Jalapenos, Ranch and Smash Sauce

### FRIES

#### Animal Fries 7.99

Grilled Onions, Bacon, Cheese Sauce, and Smash Sauce

#### Tomy's Chili Fries 6.99

Chili, Cheese, and Diced Onions

#### Buffalo Mac Fries 9.99

Mac N Cheese, Buffalo Chicken, Buffalo Sauce, and Ranch

#### Cheese Fries 6.99

Cheese and Fries

#### Regular Fries 3.99

Fresh Shoestring Fries

### KID'S MENU

SERVED WITH CRISPY, GOLDEN SHOESTRING FRIES & 12 OZ FOUNTAIN SODA

#### Little Smash Burger 7.99

Single Patty, Ketchup, American Cheese, Pickles

#### Chicken Strips 7.99

Two Chicken Strips with French Fries and Dipping Sauce

### ADD ONS

Double - \$3.00 | Triple - \$6.00 | 4X4 - \$9.00

Sub Beef with Crispy Chicken \$2.00

Bacon - \$2.00

Chili - \$2.00

Avocado - \$2.00

Extra Cheese, Grilled Onions,

Tomatoes, and Lettuce \$1.00 Each

Lettuce Wrap Protein Style Available

### SIDES

#### Chili 4.99

#### Mac 4.99

### DRINKS

Fountain Sodas 12oz \$2 | 16oz \$2.50 | 32oz \$3  
Specialty Sodas \$3





## 10. PALO VERDE COLLEGE

**PALO VERDE  
COLLEGE  
NEEDLES  
EDUCATIONAL  
CENTER**

**REGISTER  
FOR CLASSES!**

**FALL 2025**

**Fall classes begin August 11, 2025**

Empower your future with  
excellence and growth in  
every learning experience.

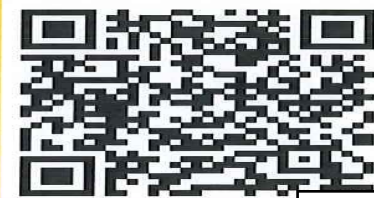


For More Information  
**[www.paloverde.edu](http://www.paloverde.edu)**

725 W. Broadway St., Needles, CA 92363



**APPLY  
HERE**



Item 11.





# 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 Larry Ford

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: July 25, 2025

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### 1. **Peanuts Foundation Highlights Needles' Role in National Celebration**

Attached is the official press release from Peanuts Worldwide and the Foundation for Hospital Art announcing a community celebration in Needles on August 12, 2025, commemorating the 75th anniversary of the Peanuts comic strip and the 50th anniversary of Spike's debut. The event honors Needles' unique connection to Charles Schulz—who spent part of his childhood in the city and later used it as inspiration for the character Spike. As part of the celebration, the Colorado River Medical Center will receive two large-scale, paint-by-number murals donated by the Foundation for Hospital Art, featuring classic Peanuts characters and a special desert-themed design showcasing Spike. Community members will be invited to participate in the painting during the event. The press release also outlines the broader "Take Care With Peanuts" initiative and includes remarks from Schulz's granddaughter Stephanie Revelli, Peanuts leadership, and local officials. This national recognition shines a spotlight on Needles as a meaningful part of the Peanuts legacy and reflects how community, art, and storytelling can come together to support healing and civic pride.

### 2. **Citywide Maintenance and Beautification Efforts Continue**

The City of Needles continues to prioritize infrastructure, safety, and community pride through ongoing, visible improvements across the city. This week, Public Works crews completed targeted sidewalk repairs in areas affected by heat-related buckling. Damaged concrete sections were removed and replaced in the neighborhoods of Lillyhill, D Street, and F Street. These improvements enhance safety, walkability, and the appearance of our residential areas. Photos showing the completed concrete work are attached. In addition, crews addressed extensive weed growth caused by recent rains, with a focus on highly visible locations including Train Park. These cleanup efforts improve both aesthetics and public visibility. We also extend a special thank you to the property owner on Walnut Street for initiating the demolition of a partially burned structure. The City continues to work closely with property owners to address blight and

encourage property upkeep. These actions reflect the City Council's commitment to maintaining clean, safe, and vibrant neighborhoods. Residents can report concerns by calling 760-326-2115 (press #9) or using the Needles Connect app on [Google Play Store](#) (Android) and [Apple Store](#) (iOS). Together, we're building a safer, stronger Needles!

**3. Route 66 Centennial Promotion – Visit California Content Coordination**

City staff continues to coordinate with Visit California to ensure the City of Needles is featured in upcoming statewide marketing efforts tied to the Route 66 Centennial in 2026. As one of California's most historic Route 66 communities, Needles serves as a gateway to the state and holds a unique place in the story of America's most iconic highway. This work supports the City Council's strategic goal to promote tourism, celebrate our history, and strengthen Needles' identity as a destination rooted in culture and community pride.

Visit California is currently accepting submissions through its online Content Submission Tool. Staff is aligning local stories and visuals with Visit California's 2025 editorial calendar to maximize exposure. With July already underway, upcoming themes offer several strong opportunities: August (accommodations, camping, glamping), September (wine/beer/surf), October (fall events and Halloween), and December (holidays and Route 66 Centennial previews). To submit content for editorial consideration, [click here](#). These themes provide timely ways to showcase our OHV access, outdoor recreation, events, lodging, and our lead role in the 2026 Centennial celebration. Through this partnership, Needles has the opportunity to be featured across Visit California's digital and print platforms, reinforcing our presence as a key stop along the Mother Road. Staff will continue to submit targeted content and collaborate with local partners to elevate Needles' visibility in the months leading up to the Centennial.

**4. Upcoming Community Event: Night Pool Party – August 2**

On Saturday, August 2, Tri-State Community Healthcare will sponsor a free Night Pool Party at the Needles Aquatic Center, located at 1661 J Street, from 6:00 PM to 9:00 PM. The event will feature complimentary hot dogs, chips, and drinks, along with water bounce house slides, a water balloon toss competition, and open pool activities for all ages. This fun, family-friendly event is designed to offer Needles residents a safe and festive environment to beat the summer heat, enjoy outdoor recreation, and connect with one another. Entry is free, and everyone is welcome. We appreciate Tri-State's continued support of community health and engagement and encourage all residents to join us for this special evening. See attached flyer for mor information.

**5. Camp Gauntlet: Top Chef Jr. Week – July 21–24, 2025**

Camp Gauntlet continued its successful programming with "Top Chef Jr. Week," held July 21–24, 2025. This themed week provided youth participants with a hands-on culinary experience, allowing them to engage in every step of the cooking process—from selecting a country and building a menu to prepping ingredients, cooking meals, and plating the final dishes. Each child received a chef's hat and apron, which they wore proudly throughout the program and were able to take home as a keepsake. Throughout the week, participants prepared a

variety of meals, including spaghetti and meatballs with bread, orange chicken with rice and egg rolls, hamburgers with tater tots, and tacos with rice. The camp fostered creativity, teamwork, and life skills in a fun and engaging environment. We appreciate the efforts of our staff and volunteers who helped make this week a memorable and educational experience for the youth of Needles.

**6. City of Needles Resources Guide – Support Services for Residents**

In light of recent public concern following the City Council's advancement of the illegal camping ordinance, the City of Needles is reminding residents about the "City of Needles Resources" guide developed by staff. This comprehensive directory connects residents with essential services, including low-income housing, shelters, food distribution, employment support, utility assistance, medical supply providers, and public transportation options. It also includes contacts for veterans' services, legal aid, health care, educational resources, local churches, and emergency hotlines. The guide is designed to help individuals and families access the support they need to improve quality of life. A digital copy is available online, and printed versions can be requested through City Hall.

**7. Youth Golf Camp Building Future Champions in Needles**

The Annual Summer Youth Golf Camp is nearing completion, with just a few weeks left in the 12-week program. Hosted at Rivers Edge Golf Course, the Touchstone-operated camp has brought dozens of local youth together for a summer of hands-on learning, sportsmanship, and fun. Touchstone, the City's golf course operator, continues to be a strong partner in delivering high-quality recreation programs for our community. Beyond golf fundamentals, the camp builds discipline, confidence, and teamwork—laying a foundation for the next generation of Needles High School golfers and future state champions. Next week, the San Bernardino County Sheriff's Department will host its annual Putting Contest with camp participants, reinforcing community connections and encouraging youth engagement. Attached photos capture the energy, focus, and growth of our campers—underscoring how City partnerships and recreational programming are investing in our youth and shaping future leaders.

**8. Eagles Aerie 2599 Fundraiser to Support Local Family**

The Needles Eagles Aerie 2599 is holding a raffle fundraiser to benefit the Amstutz Family, with all proceeds going directly to their support. The top prize is a one-year golf membership at River's Edge Golf Course valued at \$1,600, followed by cash prizes of \$100 for second place and \$50 for third. Tickets are \$50 each, with only 100 available. Those interested in purchasing a ticket can contact the Eagles directly at 729 Front St, Needles, CA 92363 or by phone at (760) 326-2599.

**9. Submit Your Nomination – 28th Annual Community Achievement Awards**

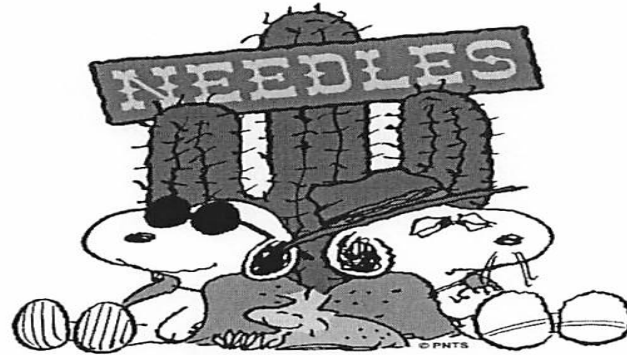
The Laughlin Chamber of Commerce is now accepting nominations for the 28th Annual Community Achievement Awards, recognizing individuals, businesses, clubs, and organizations that make a meaningful impact throughout the

Colorado River Region. Needles is encouraged to participate—our city has not had an award recipient since 2023, when George DeLeon, Scotty Leonard, and Nicolle Wilson were honored. Let's make sure Needles is represented again this year. Please nominate a person, business, club, or organization that has made significant contributions in Needles. Eligible nominees must work, reside, do business, and/or provide services in the Colorado River Region. Nominations are due by **August 18, 2025**. Submit your nomination by [clicking here](#).

**10. Community Events Calendar Now Live on City Website**

As part of the City's newly launched website, we're excited to introduce a [comprehensive Community Events Calendar](#) designed to keep residents informed about the many activities and happenings across Needles. We invite local organizations and event organizers to collaborate with the City Clerk's Office to add or update events—helping ensure the calendar remains vibrant, inclusive, and reflective of our community's diverse offerings. To contribute or request modifications, please contact Candace Clark at [cclark@cityofneedles.com](mailto:cclark@cityofneedles.com). Your participation helps strengthen community spirit and enrich the local experience for residents and visitors alike.

# 1. PEANUTS PRESS RELEASE



**NEEDLES, CALIFORNIA—ONE-TIME HOME OF CHARLES SCHULZ AND INSPIRATION FOR SNOOPY’S  
DESERT-DWELLING BROTHER SPIKE—TO HOST SIMULTANEOUS  
ANNIVERSARY CELEBRATIONS ON AUGUST 12, 2025:  
75 YEARS OF PEANUTS AND 50 YEARS SINCE SPIKE’S COMIC-STRIP DEBUT**

*Following a Video Greeting from Schulz Granddaughter Stephanie Revelli,  
Peanuts and the Foundation for Hospital Art Will Present the Colorado River Medical Center  
with Two Six-Panel Murals, One Featuring Spike, Snoopy, and Woodstock  
and the Other Depicting the Peanuts Gang;  
Both Murals Will Be Painted By the Community in a Peanuts PaintFest*

Needles, California, well known to Peanuts fans as the desert home of Snoopy’s brother Spike, is perhaps less well-known for another famous resident: Charles “Sparky” Schulz, who lived in the California desert town for a year during his childhood. Decades later, Schulz found inspiration in Needles to create Spike (named after his own boyhood dog), who joined the Peanuts comic strip on August 13, 1975.

On Tuesday, August 12, 2025, Needles will celebrate two important anniversaries: the 75th anniversary year of the Peanuts comic strip (which launched in October 1950) and the 50th anniversary of Spike’s debut.

Starting at 10:00 a.m., Peanuts and local organizations are planning a variety of activities at the Colorado River Medical Center, located at 1401 Bailey Avenue, Needles, CA 92363. The event is open to the public.

Festivities include:

**Sweet Greetings**

Stephanie Revelli, a granddaughter of Peanuts creator Charles M. Schulz, will greet Needles citizens and visitors via video, celebrating the two anniversaries and the longtime connection between Peanuts and Needles. Revelli, a baker and the creator of Sugar Cookies By Steph, will provide Peanuts, Spike, and Needles-themed cookies for the event.



# 1. PEANUTS PRESS RELEASE

“Like so many people around the world, I grew up with Peanuts—though in my case, I *literally* grew up with Peanuts, since I was lucky enough to have Charles Schulz for a grandfather!” says Revelli. “I know that Grandpa had a special feeling for Needles, having lived there during a significant time in his young life, and I’m so happy to be able to share the joy of these anniversaries with our friends in Needles!”

## **Hospital Art Donation and Peanuts PaintFest**

A partnership between Peanuts Worldwide and the nonprofit Foundation for Hospital Art will bring the healing power of art to the local Colorado River Medical Center via two six-panel murals, in a celebration from 10:00 a.m. to 12:00 p.m. on August 12.

A community PaintFest will bring to life the two 56” x 49” paint-by-numbers style murals, which feature joyful Peanuts images: one of dancing Charlie Brown, Snoopy and Woodstock, Linus, Lucy, Sally, and Franklin, and a second mural—unique to Needles—featuring Spike, Snoopy, and Woodstock relaxing in the desert.

“We at the Colorado River Medical Center are delighted to receive these gifts from Peanuts and the Foundation for Hospital Art,” says Bing Lum, Executive Vice President of Colorado River Medical Center. “We’re proud to call Charles Schulz a former resident of Needles, and his humanity is as well known here as his humor, both of which will be appreciated by every patient, staff member, and visitor who experiences the joy of these murals.”

The Hospital Art Program is a central feature of the “Take Care With Peanuts” initiative promoting good global citizenship, which was launched in 2020.

Following the PaintFest, Mayor Janet Jernigan of the City of Needles, County Supervisor Dawn Rowe, and a representative from California Senator Alex Padilla’s office will each give brief remarks.

## **Artful Kids**

In the days leading up to the PaintFest, children will have the opportunity to draw themselves as a Peanuts character on special coloring sheets created by Peanuts Worldwide and sponsored by the River Valley Artist Guild. The sheets can be found in various participating Needles restaurants through August 10. The finished artwork will be displayed on the walls of the Colorado River Medical Center during the PaintFest.

## **Selfies with Spike**

Visitors can also take photographs with the famous larger-than-life Spike statue, on loan from the Needles Regional Museum and long-time Spike fan and Needles resident Joe Jones.

## **Snoopy’s Root Beer Floats**

Snoopy’s favorite drink—root beer plus vanilla ice cream—will be available courtesy of the River Community Coalition, which will also be hosting a CakeWalk.

“Our nonprofit is dedicated to making healthcare visits a friendlier, more hope-filled experience for patients through the power of art—and who can do that more effectively than Peanuts?” says Scott Feight, Executive Director, for Foundation for Hospital Art. “Charles Schulz created indelible characters who bring joy to all who see them, which is why Peanuts is such a perfectly aligned partner for the Foundation for Hospital Art.”

“We are so delighted that Charles Schulz’s iconic characters will be bringing joy to the patients at the Colorado River Medical Center, in the town that Sparky once called home!” says Melissa Menta, Senior Vice President, Global Brand and Communications for Peanuts Worldwide and co-host of the ‘You Don’t Know Peanuts’ podcast. “We believe he would be thrilled to know that his work is meaningful to adults and children in Needles, where he derived such inspiration for his life’s work.”

-The End-

## **Media Contact**

Alison Hill, Snoopy/Spike’s Publicist  
714.287.2015  
[alison@currentpr.com](mailto:alison@currentpr.com)



## 2. CITYWIDE BEAUTIFICATION





## 2. CITYWIDE BEAUTIFICATION





## 2. CITYWIDE BEAUTIFICATION





## 2. CITYWIDE BEAUTIFICATION





# 3. ROUTE 66 CENTENNIAL PROMOTION

High contrast



Partnership Planner

Research



Submit Content



Account

< Back

Submission entry

## Submit content

### 1 What kind of content would you like to submit?

Submit consumer  
content

Submit PR content –  
pitches and leads

Submit PR content –  
What's New

Submit business  
listings

#### Consumer content idea submission

Submit a consumer content idea about your organization or destination for consideration on [VisitCalifornia.com](https://www.visitcalifornia.com) and other consumer content. Please view the consumer content [editorial calendar](#) for inspiration.

Title or subject\*

100 character max

Brief description\*

500 character max

0/500

Detailed description\*

1000 character max

0/1000

Item 11.

## 4. TRI-STATE NIGHT POOL PARTY

This event is sponsored by

*tri-state*  
COMMUNITY HEALTHCARE

# NIGHT POOL PARTY

**FREE ENTRY**



**NEEDLES, CA**

**6:00-9:00 PM  
SATURDAY - AUGUST 2  
1661 J STREET, NEEDLES CA**

Free hot dogs, drink & chips  
Water Bouncy House Slides



Item 11.



## 5. CAMP GAUNTLET TOP CHEF



## 6. RESOURCE GUIDE

### Low Income Housing

- Needles Housing Authority (760) 326-3222
- Lilly Hill Apartments (760) 326-2433
- Mesa Grande Apartments (760) 326-2404
- Riverview Terrace Apartments (760) 326-4800

### Social Services

- Adult Protective Services/ In-Home Support Services (760)326-9328
- Behavioral Health Services (DBH) (760) 326-9313
- Children and Family Services (760) 326-9339
- Transitional Assistance Department (TAD) (877) 410-8829
- Social Security Administration (866) 931-4956
- Fort Mohave Tribal Social Services (928) 346-1550
- Department of Child Support (866) 901-3212

### Employment Resources

- First Institute (657) 799-6388
- California Indian Manpower Consortium (CIMC) (800)640-2462
- Department of Labor (800) 333-4636
- Employment Development Department (EDD) Unemployment (800)300-5616
- Fair Employment and Housing (800) 884-1684
- Paid Family Leave Act (877) 480-3287
- San Bernardino County Job Line (909) 387-5611

### Shelters

- Set Free Church (760) 326-2941
- Salvation Army Emergency Shelter (909) 888-4880
- Domestic Violence Unity Home (760) 366-9663

### Food Distribution/Meal Program

- St. Vincent De Paul (760) 326-4420
- St. Ann's Catholic Church (760) 326-2721
- Santa Fe Park (760) 326-3522
- Salvation Army (760) 877-3940
- Isabel's Pantry (760) 443-4342
- Calvary Church Of Needles (760) 326-2904
- Bonnie Baker/Meals on Wheels (760) 326-2898
- Ft. Mohave Tribal Senior Nutrition Program (760) 629-2371
- Needles CAPK WIC Program (866)327-3074

### Utility Assistance Programs

- Lifeline Telephone Service (866)-272-0349
- Home Energy Assistance Program (HEAP) (909) 723-1500
- Salvation Army Utility Help (760) 228-0114

### Local Utility Companies

- Needles Public Utility Association (NPUA) (760) 326-5700
- Southwest Gas Co. (877) 860-6020
- Rt. 66 Broadband (760) 326-4190
- Frontier Communications (928) 453-0532
- Mohave Broadband (928) 768- 0110

### Transportation

- Needles Area Transit (NAT) (866) 669-6309
- Needles Dial-A-Ride (760) 326-4789
- Dial-A-Ride Medical Transport (760) 326-4789
- Dial-A-Ride Shopper Shuttle (760) 326-4789

### Medical Supply

- Shield Healthcare (800) 557-8797
- Anything Medical (928) 763-5959
- Preferred Home Care (928) 704-4654
- Lin-Care (928)704-9033

## City Of Needles Resources



**City of Needles**  
**(760) 326-2113**



## 6. RESOURCE GUIDE

### Educational Resources

- Department of Environmental Health Services (800) 442-2283
- Needles Unified School District Administration (760) 326-3891
- Katie Hohstadt School HeadStart/Preschool (760) 326-5221
- Vista Colorado Elementary School (760) 326-2167
- Needles Middle School (760) 326-3894
- Needles High School/ Educational Training Center (ETC) (760) 326-2191
- Seventh Day Adventist School (760) 326-4406
- WIOA Program (760) 326-4590
- SB County Library – Needles Branch 760-326-9255
- Palo Verde Community College (760) 326-5033
- Mohave Community College (928) 758-3926
- First 5/ West Care (760) 326-3135

### Homeless/ Low Income Veterans

- Nations Finest (928) 615-4965 Ask for Khristina
- VA Loma Linda Healthcare System HCHV Program (800) 741- 8387
- Veterans National Homeless Call Center (877) 424- 3838
- VA Crisis Chat Line 988 then press 1

### Legal

- Inland County Legal Services (888) 805-6455 Ext: 4520
- Inland Fair Housing and Mediation (800) 321-0911
- Victim Witness (760) 552-6946
- SB County Superior Court – Needles (760) 269-4962

### Health Services

- Health Department (760) 326-9230
- Colorado River Medical Center (CRMC) (760) 326-7100
- Valley View Medical Center (928) 788-2273
- Western Arizona Regional Medical Center (WARMC) (928) 763-2273
- Havasu Regional Medical Center (928) 855-8185
- Department of Veterans Affairs (800) 827-1000
- Tri-State Community HealthCare (760) 326-0222

### Safety

- Ambulance (760) 326-5299
- Highway Patrol (760) 326-2000
- Fire Department (760) 326-2833
- Sheriff Station (760) 326-9200
- Poison Control (800) 222-1222
- Teen Rescue (800) 494-2200

### Hotlines

- Adult & Elder Abuse (877) 565-2020
- Child Abuse (800) 827-8724
- Database Information 211
- WE TIP (800) 782-7462 Report Crime
- Alcoholics Anonymous (760) 242-9292
- Gamblers Anonymous (760) 261-4267
- Narcotics Anonymous (888) 322-6817
- Victim Witness Services (800) 777-9229
- National Sexual Assault (800) 656-4673

### Domestic Violence

- National Domestic Violence (800) 799-7233
- Faith and Grace (928) 302-9028
- WestCare (928) 763-1945
- Haven Family Rescue Center (928) 505-3153

### Churches

- Needles Assembly of God (760) 326-2751
- Christian Church of Needles (760) 326-2781
- Needles Church of Christ (760) 326-2441
- Church of Jesus Christ of Latter-Day Saints (760) 326-3363
- Calvary Chapel (760) 326-2904
- Set Free (760) 326-2941
- Grace Lutheran (760) 326-3128
- Kingdom Hall of Jehovah's Witness (760) 326-2520
- St. Ann's Catholic Church (760) 326-2721
- St. John's Episcopal Church (760) 326-3552
- Seventh Day Adventist (760) 326-4406
- Church of God in Christ (760) 326-3113
- Fire House Ministries (760) 443-4342

### Support Services

- Department of Social Services (DSS) (877) 410-8829
- Needles Senior Center (760) 326-4789
- Needles Animal Control (760) 326-4952
- Inland Medical Center (909) 890-3000
- Family Caregiver Support Program (FCSP) (760) 326-9224
- Department of Veterans Affairs (800) 827-1000
- Health Insurance Counseling & Advocacy Program (HTCAP) (800) 434-0222
- California Relay Services (877) 546-7414
- Fort Mohave Tribal Vocational Rehabilitation (928) 768-1144
- Camp Good Grief (909) 558-8212



## 7. GOLF SUMMER CAMP





## 8. EAGLES FUNDRAISER

NEEDLES AERIE 2599



# RAFFLE FUNdraiser



ALL PROCEEDS WILL BE DONATED TO AMSTUTZ FAMILY

\$50 PER TICKET

**ONLY 100 RAFFLE TICKETS!**

DRAWING DATE WILL BE ANNOUNCED ONCE ALL TICKETS ARE SOLD!

PURCHASE TICKETS FROM THE BARTENDERS

### 1ST PLACE

WILL RECEIVE ROUTE 66  
PACKAGE \$1600 VALUE  
ANNUAL GOLF  
MEMBERSHIP  
AT THE RIVERS EDGE  
GOLF  
COURSE

### 2ND PLACE

\$100 CASH PRIZE

### 3RD PLACE

\$50 CASH PRIZE

