



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

AGENDA

REGULAR MEETING OF THE
BOARD OF PUBLIC UTILITIES OF
THE CITY OF NEEDLES, CALIFORNIA
TUESDAY, OCTOBER 21, 2025 AT 4:00 PM
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

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

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

If asked, enter the following: Meeting ID: 930 959 48#
OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 930 959 48#
Meetings are being recorded

CALL TO ORDER - ROLL CALL -- Grant an excused absence to Commissioner McNeil

APPROVAL OF AGENDA

(ACT)

Public Comments pertaining to the Executive Session Item (A three minute time limit per person has been established)

Recess to Executive Session -- Conference with legal counsel regarding potential initiation of litigation pursuant to Government Code 54956.9(d)(4) - one potential case

Reconvene Meeting - Report by City Attorney

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.

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 1 through 3 on the Consent Calendar by affirmative vote

(ACT)

1. Approval of minutes of the regular meeting held September 16, 2025

2. Approve a License Agreement for the Joint Use of Poles between the City of Needles and Route 66 Broadband for Cable Attachment to City Poles dated 2025
3. Authorize Reliable Pump Inc. to rebuild the Hydromatic Pump for the Wastewater Pump at a cost not to exceed \$18,081.96 plus sales tax in the amount of \$1,114.43 for a total project cost of \$19,196.39 to be funded by the Wastewater Asset Replacement Fund

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

4. Resolution No. 10-21-25 BPU rescinding Chapter 6C, establishing terms and conditions for the sale of electric services, of the Needles Municipal Code in its entirety and adopting a new Chapter 6C, Electric Service, regarding the terms and conditions for the sale of electric services (ACT)
5. Discussion regarding the U.S. Environmental Protection Agency's (EPA) proposed rule to end the Greenhouse Gas Reporting Program (GHGRP) (DIS)
6. Ratify the Utility Manager's purchase of Greenhouse Gas Emissions Instruments for the calendar year 2024 compliance period from Amerex for a total cost of \$80,851.50 (ACT)

REPORTS (INF)

7. EUSI, LLC operational support services relating to the wastewater treatment facility and collection system September 2025

MANAGER'S REPORT

8. Manager's Report October 3 and 10, 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: October 16, 2025

SB 343-DOCUMENTS RELATED TO OPEN SESSION AGENDAS -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City 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).

BOARD OF PUBLIC UTILITIES

September 16, 2025

The regular meeting of the Board of Public Utilities held on the 16th day of September, 2025, was called to order at 4:00 p.m. with CHAIRMAN CAMPBELL presiding and the following COMMISSIONERS present:

COMMISSIONERS JONES, WALTERS, BROWN, McNEIL, CAIRNS AND POWELL

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

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

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

CORSPNDN: None

PBLC APRN: None

CNST CAL: None

REG ITEMS: COMMISSIONER JONES MOVED, SECONDED BY COMMISSIONER
CAIRNS, to approve the minutes of the regular meeting held September 2,
MINUTES 2025. Motion carried by the following roll call vote:
SEPT 2 '25

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

JOINT USE Rainie Torrance, Utility Manager, briefly explained the joint use fee that is
RATE COST charged to all companies jointly sharing the city's electric poles and introduced
OF SERV Kent Simer, K.R. Saline & Associates.
FEE ANLS

Mr. Simer reviewed his PowerPoint presentation on the joint use attachment fee analysis, how the fee was calculated, and the recommendation to increase the fee with the last known review of the joint use rates being in 1994. He further noted that it's appropriate to charge a one-time joint use application processing fee to cover staff time for reviewing and processing applications for joint use.

COMMISSIONER JONES noted that the fee has not been raised in over 30 years and the increase will bring the NPUA comparable to other utilities and questioned if the businesses being affected will be given notice. Utility Manager Torrance explained that staff has reached out to all three users and made them aware of this increase which will be spread out over two years: current rate \$7.78; 2025 rate (50%) \$15.10 to be billed in December 2025; and 2026 rate (50%) \$22.41 to be billed in December 2026. She also noted that some of the pole attachment contracts are in the name of former business owners and staff is working to get current contracts with current owners. Staff will also be updating counts on the poles (attachments).

Justin Scott, electric line crew supervisor, spoke on issues with pole height requirements by allowing others to attach which may require a taller pole than needed by our utility in order to maintain minimum distances. A taller pole is more costly to the NPUA.

Discussion followed on the pole attachment fee and use of NPUA poles by other companies.

COMMISSIONER McNEIL MOVED, SECONDED BY COMMISSIONER BROWN, to accept and adopt the 2025 Joint-Use Rate Cost of Service Fees Analysis and increase the Joint-Use Attachment Fee to \$15.10 for 2025 and \$22.41 for 2026. Motion carried by the following roll call vote:

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

REPORTS: CHAIRMAN CAMPBELL acknowledged the EUSI, LLC operational support services relating to the wastewater treatment facility and collection system August 2025.

Utility Manager Torrance noted that on the next agenda will be a PowerPoint presentation on wastewater. COMMISSIONER McNEIL suggested the new Board Members be given the opportunity to take a tour of the wastewater treatment plant.

MGR'S RPT: Utility Manager Torrance provided a written report dated September 16, 2025 and covered the highlights: 1) Labor Day weekend peak load was on August 31 with 23.25 MW; 2) September 3, a large portion of a salt cedar tree on McShan Lane broke ripping down the distribution lines and causing a fire resulting in a 2-1/2 hour power outage; 3) water dept replaced a 1" 45 foot lateral service on D St; 4) completing water service replacements on Monterey and Arizona Avenues and beginning installation of six 4" and 6" isolation valves. She provided a shut off notice for the residents during this work.

Utility Manager Torrance also provided a draft Prop 218 notice relating to adjustments to rates and charges for water and wastewater which will be mailed to all utility customers. Community meetings will be held with her and City Manager Martinez to explain the rate increases and answer questions. Will come back to the Board in November for adoption of a resolution and then to Council with an effective date of February 2026.

City Manager Martinez provided a brief update on upcoming events including the State of the City on September 25 at the El Garces.

BRD RQSTS: COMMISSIONER JONES referenced a meeting he had with Utility Manager Torrance and his inquiry of customers having multiple meters and getting a hydro allotment for each meter which is diluting the hydro. Customers pay more for the additional meters.

COMMISSIONER McNEIL spoke on the Colorado River dropping with a drier winter. He also requested an excused absence for the two meetings in October (7 and 21).

CHAIRMAN CAMPBELL spoke on the importance of how our utility rates compare to other utilities in California and across the country. He also referenced the letter approved at the last meeting which was sent to the Environmental Protection Agency (EPA). The California Air Resources Board is not going to follow EPA's directions as the state legislature just extended the Cap & Trade for another 15 years.

CHAIRMAN CAMPBELL declared the regular meeting of the Board of Public Utilities held on the 16th day of September, 2025, adjourned at 4:37 p.m.

ATTEST: _____
Chairman

Secretary



City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

Meeting Date: October 21, 2025

Title: Authorize Joint Use of Poles between the City of Needles and Route 66 Broadband (2025)

Background: The NPUA currently has active Joint Pole Agreements with (3) communication providers within the City of Needles. The Joint Pole Agreements allow the communications companies access to install communication services above ground rather than directly buried. The Joint Pole agreement is an agreement whereby each party has the right to attach to and occupy space on a power pole.

The original contract for Route 66 Broadband is dated 1995 and is in the name of Cablevision of Needles Inc.

Route 66 Broadband purchased Cablevision of Needles Inc. in 2021 and currently operates as Golden Valley Broadband. To date, there is no active Joint Use of Poles contract with Route 66 Broadband.

Fiscal Impact: Route 66 Broadband maintains approximately 585 attachments at \$15.10 per pole. The annual fee is \$8,833.50.

Environmental Impact: None

Recommended Action: Authorize a Joint Use of Poles between the City of Needles and Route 66 Broadband dated 2025

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez

Date: 10/14/2025

Other Department Approval (when required): _____

Date: _____

**LICENSE AGREEMENT
FOR THE JOINT USE OF POLES
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND
FOR
CABLE ATTACHMENT TO CITY POLES**

AGREEMENT NUMBER _____

COPY NUMBER _____

AGREEMENT
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND
FOR
CABLE ATTACHMENT TO CITY POLES

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**MASTER AGREEMENT
FOR THE JOINT USE OF POLES
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND FOR
CABLE ATTACHMENT TO CITY POLES**

1. PARTIES

The Parties to this Master License Agreement are Route 66 Broadband a California Corporation, hereinafter referred to as "Licensee", and the City of Needles, California, a California Municipal Corporation, hereinafter referred to as "City".

2. RECITALS

- 2.1. The Parties of this agreement desire to establish a procedure of terms and conditions for the joint use of their respective poles, when and where joint use shall be mutual advantage.
- 2.2. The conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both Parties, including considerations of safety and economy, and each of them shall be the judge of what the character of its circuits shall be to meet its service requirements and as to whether or not these service requirements can be properly met by Joint Use of Poles.

3. ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the Parties and shall supersede all prior contract, representations, negotiations, or letters pertaining to the subject matter of this Agreement, whether written or oral. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind not set forth herein, and this Agreement shall only be modified by an amendment signed by both parties. This Agreement includes all documents attached hereto and incorporated herein by reference.

4. SECTION HEADINGS AND DEFINITIONS

Section headings in this Agreement are for convenience only, and are not to be construed to define, limit, expand, interpret or amplify provisions hereof. When initially capitalized in this Agreement, or amendments hereto, the following words or phrase shall have the meanings specified:

Added Height – The additional height of Joint Use Poles required by either Party to meet codes or construction standards.

Agreement – This agreement, including all referenced documents, between the Parties for the Joint Use of Poles.

Anchor(s) – An anchor and associated anchor rod.

Attachments – Wires, cables, lamp fixtures, guy wires, and all other apparatus, fixtures or appurtenances of either Party, (excluding anchors) now or hereafter attached to poles

City - City of Needles, California

Joint Use – The placing and maintaining of attachments of both Parties upon one or more poles or anchors.

Joint Use Anchor – An anchor and associated anchor rod to which guy wires of both Parties are attached in order to support the pole and the various Attachments of the Parties thereon.

Joint Use Memorandum(s) – Forms(s) substantially in the form as set forth in Exhibits 1, 2, 3 and 4 attached hereto, exchanged between the Parties to notify each other of Joint Use construction to be performed, changes in pole use, and other related communication.

Joint Use Pole – A pole agreed upon by the Parties to be for Joint Use.

Joint Use Request Account Record – A form that summarizes and reports all joint use Licenses granted to Licensee and associated fees.

Licensee – The Party other than Owner who Desires to place or has placed its facilities on Owner's pole or anchor.

Other User – A third party other than Owner or Licensee who desires to place or has its facilities on a Joint Use Pole.

Owner – The Party who owns the pole and anchor.

Residential Structural Value – The current installed cost of facilities involved less applicable depreciation for time of service.

Standard Attachment Height – A point on a pole at a height above ground level which complies with State and Federal Regulations, National Electric Safety Code and Industry practices.

Standard Joint Use Pole – A forty (40) foot, Class Five (5) wood pole as covered by American National Standards Institute (ANSI) specifications and dimensions for wood poles.

5. SCOPE OF AGREEMENT

- 5.1. This agreement shall apply to all poles of each of the Parties now existing or hereafter erected in the City of Needles and surrounding area, and mutually agreed upon for Joint Use by the Parties. Any pole may be excluded from Joint Use, including;
 - 5.1.1. Those which in the Owner's judgement are or will be necessary for its own sole use.
 - 5.1.2. Those which carry, or are intended by the Owner to carry, circuits of such a character that in the Owner's judgement the proper rendering of its service now or in the future makes joint use of such poles undesirable.
- 5.2. Poles agreed upon for Joint Use shall be so designed by the form as s set forth in Appendix B, JOINT USE POLE REQUEST ACCOUNT REPORT which shall become a part of this Agreement and subject to the terms hereof.
- 5.3. All communication hereunder, including but not limited to notices, applications, responses, etc., between the Parties shall be by Joint Use Memorandum(s), Exhibits 1, 2, 3 and 4, except for billing or Agreement amendments or notifications as provided for in the Agreement.
- 5.4. No use, however extended, of any Joint Use Pole under this Agreement shall create or vast in Licensee and ownership or property rights therein, but Licensee's rights therein shall be and remain a license, which as to any particular pole, or poles, may be terminated at any time by Owner upon reasonable notice to Licensee; and Licensee shall remove its Attachments from said pole or poles before the expiration of said notice; provided, however, the Owner shall not terminate Licensee's use of any pole or poles without reasonable and just cause. Nothing herein contained shall be construed to compel Owner to maintain any pole, or poles for a period longer than demanded by its own service requirements

6. SPECIFICATIONS

- 6.1. Construction, installation, maintenance and repair of Joint Use Poles and all electric and communication circuits located thereon shall be in accordance with the National Electric Safety Code, as adopted by California Public Utilities Commission, National Electric Code as adopted by the City of Needles, the California Occupational Safety and Health Act (Cal OSHA), the southern California Joint Pole Committee Joint Pole Practices and Routine, the rules and regulations of any governing authority having jurisdiction over the subject matter of this Agreement, and requirements Owner may from time to time prescribe, and this Agreement. Where a difference in standards may exist, the more stringent shall apply. Each Party hereby agrees to indemnify and hold harmless the other Party from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, arising out of its failure to comply with this provision.
- 6.2. Licensee shall, at its own expense, make and maintain its Attachments in a safe condition, in a manner acceptable to Owner and in conformance with the provisions of section 6.1. Such Attachments shall be made and maintained so as not to conflict with the use of said poles by Owner or other authorized users or interfere with other facilities which may from time to time be placed thereon. In the event of such interference, Licensee shall at its own expense, upon fifteen (15) working days' notice from Owner, relocate or replace its facilities upon said poles, or transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Owner to remove such interference.

7. ESTABLISHING JOINT USE OF NEW POLES AND CONTINUING JOINT USE OF EXISTING POLES

- 7.1. Whenever either Party requires new poles within the common service territory either as (i) new pole lines, (ii) extensions of existing pole lines, (iii) interest poles in existing pole lines, or (iv) replacements of existing poles, and desires to establish such poles as Joint Use Poles, it shall promptly notify the other Party and submit with such notice, its plans showing the proposed locations and character of the new poles and the character of the circuits it desires to place thereon. In the event of an emergency, verbal notice is acceptable but must subsequently be confirmed by a Joint Use Memorandum(s) and accompanying Joint Use Request Location Map and any additional drawings within twenty (20) calendar days. Within twenty (20) calendar days after receipt of such notice, the other Party shall approve, modify or reject said Joint Use, and shall sign the Joint Use Memorandum(s) in the spaces provided and return same day to the requesting Party.
- 7.2. Whenever either Party desires to place or reserve for placing its attachments on any pole owned by the other Party, either when initially installed or at some later date, such Party shall make written application specifying the location of the pole in question, the amount of space desired, the attachment point desired, if different from the Standard

Attachment Height, and the number and character of the circuits to be placed thereon. Within twenty (20) calendar days after receipt, Owner shall approve, modify or reject said Joint Use. Upon receipt of notice from Owner that said Joint Use has been approved and after completion of any modifications required to accommodate such Attachments on said pole, including and necessary pole replacements, Licensee shall have the right for use of said pole for attachments and circuits of the character specified, in the amount of space specified, and at the Standard Attachment Height unless otherwise specified.

- 7.3. In the event Owner determines that any pole to which Licensee desires to make Attachments is inadequate or otherwise needs rearrangements or rework to support or accommodate the facilities of Licensee in accordance with section 6, SPECIFICATIONS, Owner will indicate the changes necessary to provide adequate pole space and estimated cost to Licensee. If Licensee desires that such changes be made and so notifies the owner, Owner will make or will arrange for making of such changes, including the replacement of inadequate poles, and Licensee shall pay Owner in the manner provided in section 9, COST.
- 7.4. Cost incurred in connection with establishing Joint Use of new poles shall be borne by the Parties in the manner provided in section 9, COST.
- 7.5. Except, as herein otherwise expressly provided, each Party shall place, transfer and rearrange its own Attachments, including any tree trimming or cutting incidental thereto, and shall always perform such work in a manner as not to interfere with the service of the other Party.
- 7.6. Licensee shall not have the right to place nor shall it place any equipment in addition to that initially authorized, upon any Joint Use Pole without first making application and receiving permission to do so. Nor shall Licensee change the position of any Attachments without Owners prior written approval. If either Party changes the character of its circuits resulting in an unsatisfactory or unsafe condition, that Party shall bear the total cost of corrective action or damages incurred by the other Party.

7.6.1. Anchors

7.6.1.1. Licensee may attach its guy wire to Owner's existing Anchor where adequate capacity is available in accordance with the standards set forth in section 6.1. Licensee shall secure any necessary right-of-way therefor from the appropriate Owner.

7.6.1.2. Should Owner or Other User attached to the Anchor need, for its own service requirements, to increase its load on the Anchor to which Licensee is attached, Licensee shall, if necessary, either rearrange its guy wire on the Anchor or transfer it to a replacement Anchor, as determined

by Owner in its sole discretion. The cost of such rearrangement and/or transfer and the placement of a new anchor or replacement of an existing Anchor shall be paid by Licensee.

7.6.1.3. If Licensee does not rearrange or transfer its guy wire within Thirty (30) calendar days following the date of written notice from Owner regarding such requirement, Owner or Other User May perform the work involved and Licensee shall pay the full Cost thereof.

8. RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

Owner and Licensee will cooperate in obtaining permits or rights-of-way for both Parties on Joint Use Poles; however, before placing any Attachments, Licensee shall have complete responsibility for obtaining any public or private consents, grants or permits that may be necessary for the use by it of such poles, and when requested by Owner, shall furnish such consent, grant or permit for Owners Inspection. If objection is made by the property owner of the underlying fee, or the governing body in the case of public right-of-way, after Licensee's Attachments have been placed on a Joint Use Pole, and Licensee is unable to satisfactorily resolve the matter within a reasonable time, Owner may upon notice in writing to Licensee, require Licensee to remove its Attachments from the poles involved, and Licensee shall, within thirty (30) calendar days after receipt of such notice, remove its Attachments from such poles at its sole expense.

9. COSTS

9.1. The cost of erecting new Joint Use Poles, whether as (i) new pole lines, (ii) extensions of existing pole lines, (iii) interest poles in existing pole lines, or (iv) replacements of existing poles, shall be borne by the Parties as follows:

9.1.1. A standard Joint Pole or Joint Use Pole smaller than a standard Joint Pole, shall be erected at the sole expense of Owner.

9.1.2. A Joint Use Pole larger than the standard Joint Pole, the Added Height or class of which is due wholly to Owner's requirements, shall be erected at the sole expense of the Owner.

9.1.3. In the case where the Licensee requires a Joint Use Pole larger than the standard Joint Pole, either Added Height and/or class of the pole, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.

9.1.4. In the case of a Joint Use Pole larger than the standard Joint Pole, the Added Height and/or class of which is due to the requirements of both Parties, Licensee shall pay to Owner a sum equal to one-half the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.

- 9.1.5. If Joint Use Pole is taller, or of a larger class, than would otherwise be required must be used to meet the requirements of public authorities or of property owners, the cost entailed by such requirements in excess of those otherwise needed shall be divided equally between the Parties, unless the added costs are chargeable to the public authority or property owner who will then be billed by Owner for such addition costs.
- 9.1.6. Where an existing Joint Use Pole is replaced by a new Joint Use Pole solely for the benefit of Licensee, Licensee shall pay to Owner the Residual Structural Value in place of the replaced pole, plus the Owner's transfer cost less plant betterment, plus the cost of removal, less the salvage value of the pole. Owner shall remove and retain such pole. If the replacement Joint Use Pole required by Licensee is larger than a Standard joint Pole in either Added Height or class, the Licensee shall pay the difference between the cost in place of such a pole and the cost in place of a Standard Joint Pole.
- 9.1.7. Where an interest Joint Use Pole is set by Owner at the request of Licensee, Licensee shall pay to Owner the cost in place of the interest pole and shall bear the cost of attachment to the new pole by both Parties.
- 9.2. Except as otherwise provided in the Agreement, the expense of maintaining Joint Use Poles shall be borne by Owner thereof, and each Party shall be responsible for maintaining, repairing, replacing and removing its Attachments.
- 9.3. The expense of tree trimming maintenance work, whether pertaining to the poles or to the placing or maintaining of Attachments shall be equitably divided between the Parties, as determined by the Owner.

10. ABANDONMENT OF JOINT USE POLES

- 10.1. If the Owner desires at any time to abandon any Joint Use Pole, it shall give Licensee notice to that effect at least thirty (30) calendar days prior to the date on which it intends to abandon such pole. If at the expiration of said period, Owner shall have no Attachments on such pole but Licensee shall not have removed all of its Attachments therefrom, such pole shall thereupon become the property of the Licensee, and Licensee shall defend and save harmless the former Owner of such pole from all obligations, liabilities, damages, cost, expenses or charges of any nature incurred thereafter; further, Licensee shall pay the former Owner a sum equal to the Residual Structural Value in place of such abandoned pole or such other equitable sum as may be agreed upon between the Parties. Credit, prorated based upon the remaining useful life of the pole, shall be allowed for any payment which Licensee may have made under the provisions of section 9, COSTS, when the pole was originally set.
- 10.2. Upon transfer of ownership, as set forth in Section 10.1, the former Owner, upon written request made within thirty (30) calendar days after receipt of notice of proposed abandonment, shall execute and deliver such instruments as may be

necessary to grant, convey, and assign to the other Party its rights relating to the location, erection, use and maintenance of the abandoned pole.

- 10.3. Licensee may at any time abandon the use of a Joint Use Pole by giving notice to Owner as to date the pole is to be abandoned, removing Attachments, and notifying Owner of such removal by completion report substantially in the form of Exhibit 2, NOTIFICATION OF TERMINATION OF MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE.

11. POLE ATTACHMENT FEE

- 11.1. The Annual fee is determined by a cost-of-service analysis completed by the City and approved by the City Council/Needles Public Utility Authority.
- 11.2. The annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of adjustment will be calculated by utilizing the National Consumer Price Index as follows:
- 11.2.1. The most recent published index numbers for the current year will be used as the fee adjuster to the next year's Annual Attachment fee.
- 11.2.2. The percentage of change in the average index numbers will be applied to the current year's Annual Attachment Fee, which will be effective January 1 of the next year.
- 11.2.3. The Annual Attachment Fee billings for the next year will be forwarded to Licensee by December 15 of each year.
- 11.3. For the initial calendar year of each new License, the Annual Attachment Fee shall be assessed at one-half the annual rate set forth in Section 1.1 above, as of the effective date of the License, and shall not be refundable due to early termination of the License.
- 11.4. The total Annual Attachment Fees assessed as of the beginning of each calendar year shall be based upon the total number of pole attachments on record, times the Annual Attachment Fee effective for the calendar year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, as evidenced by an approved APPLICATION FOR POLE LICENSE (Exhibit 1), or MEMORANDUM FOR JOINT USE OF POLES (Exhibit 3), or as they may be revised from time to time, less the number of pole attachments whose License has been terminated, as evidenced by a NOTIFICATION OF TERMINATION OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE (Exhibit 2), as of December 15 of the previous calendar year.
- 11.5. If any Attachments or facilities of Licensee shall be attached to any pole of Owner, which is not a Joint Use Pole, Owner without prejudice to its other rights or remedies under this Agreement may impose a Pole Attachment Fee for each of the preceding five years and may notify Licensee to remove such Attachments and facilities within thirty (30) calendar days thereafter. Said Pole Attachment Fee shall be computed for each of the

five years pursuant to the applicable Pole Attachment Fee rate under Section 11. Any such fee imposed by Owner shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Owner with regard to said fee or said unlicensed use shall be deemed a ratification or licensing of the unlicensed use.

11.6. If Licensee fails to pay Pole Attachment Fees when due, Owner may, upon ten (10) calendar days prior written notice, terminate Licensee's rights under this Agreement without prejudice to Owner's rights under this Agreement, and remove Licensee's Attachments from the poles of the Owner.

11.7. In the event any Joint Use Pole is abandoned by either Owner or Licensee pursuant to Section 10, ABANDONMENT OF JOINT USE POLE, Licensee shall not be entitled to any refund of Pole Attachment Fee payments.

12. DEFAULT IN PERFORMANCE OF WORK

If either Party shall default in the performance of any work which it is obligated to perform under this Agreement, the other Party may elect to perform or have performed such work, without incurring any liability for the manner or result thereof, and the Party in default shall reimburse the other Party for the full costs incurred.

13. OTHER USERS

13.1. Nothing contained in this Agreement shall be construed as affecting any right or privilege of any Other Users authorized, by contract or otherwise prior to execution of this Agreement, to use Joint Use Pole.

13.2. Any use of Joint Use Pole by any Other Users authorized subsequent to Execution of this Agreement, shall be subject to the following conditions:

13.2.1 Other Users' Attachments shall not at any time disrupt or adversely affect Licensee's service;

13.2.2 All make-ready costs for Other Users' Attachments shall be borne by Other Users, unless otherwise agreed by Licensee;

13.2.3. Other Users' rights shall be subordinate to the rights of the Licensee;

13.2.4. Other Users' Attachments shall be placed and maintained in accordance with the provisions of Section 6.1 of this Agreement.

13.3. For the purpose of this Agreement, Other Users' Attachments shall be treated as Owners' Attachments unless otherwise agreed between Owner and Licensee.

- 13.4. Upon transfer of ownership of Joint Use Pole from Owner to Licensee, any Attachments of Other Users shall become subject to the terms and conditions of Licensee's contract with Other User's and shall be deemed to have been authorized pursuant to said contract.

14. ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, or as may be required by law, neither Party shall assign or otherwise dispose of any part of this Agreement, any of its rights or interests hereunder, any Joint Use Pole, or any Attachment or right-of-way covered by this Agreement, to any firm, corporation or individual, without the prior written consent of the other Party, provided, however, that nothing contained herein shall prevent or limit the right of either Party to mortgage any or all of its property, rights privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting business of the same general character as that of such Party, or to enter into any merger or consolidation. In case of the foreclosure of such mortgage, or in the event such lease, transfer, merger or consolidation, its rights and obligations under this Agreement shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee or merging or consolidating company, as the case may be. Any such approved assignment shall be for the benefit of and shall be binding on the assignor, the assignee and all future successors, and shall not relieve the assignor, assignee or future successors of any duties or obligations.

15. WAIVER OF TERMS AND CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of the right to insist upon strict performance of this Agreement.

16. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property attached to any Joint Use Pole. The taxes and assessments which are levied on a Joint Use Pole shall be paid by Owner, but any tax, fee or charge levied because of Licensee's use of a Joint Use Pole shall be paid by Licensee.

17. BILLS AND PAYMENTS FOR CONSTRUCTION WORK

Upon the completion of construction performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the construction shall present to the other Party, within thirty (30) calendar days after the completion of such construction, an invoice for the amount due, including an itemized statement of the costs. Such other Party shall pay the invoice amount within thirty (30) calendar days after receipt of the invoice.

18. PLACE OF BUSINESS

Whenever in this Agreement notice is provided to be given, application made or statement presented by either Party to the other, delivery thereof shall be to City of Needles, Customer Service Center, 817 Third Street, Needles, California 92363, or to Route 66 Broadband, 1058 E Broadway, Needles, California 92363, as the case may be, or to such other address as either Party may from time to time designate in writing for that purpose.

19. LIABILITY AND DAMAGES

Whenever any liability or damages are incurred by either Party or both of the Parties for injuries to employees, or for injury to the property of either Party, or for injuries to other persons or the property of other persons, arising out of the Joint Use of a Joint Use Pole or due to the proximity of the wires and fixtures attached to a Joint Use Pole, the liability between the Parties for such damages shall be as follows:

- 19.1. Each Party Shall indemnify and hold the other Party harmless from all damages for such injuries to persons or to property caused solely by each Party's own negligence, caused solely by each Party's failure to comply at any time with applicable standards, or caused solely by that Part's own equipment failures.
- 19.2. Each Party shall indemnify and hold the other Party harmless from all damages for injuries to its own employees and for damages to its own property either caused by negligence of both Parties or which cannot be shown to have been caused by the sole negligence of the other Party.
- 19.3. Each Party shall be liable for one-half (1/2) of all damages for injuries to persons other than a Party's own employees, and liable for one-half (1/2) of all injuries to property not belonging to either Party, caused by the negligence of both Parties or which cannot be shown to have been caused by the sole negligence of either Party.
- 19.4. Where, on account of injuries of the character describes in the preceding paragraphs of this Section, either Party shall make payments to injured employees or to their relatives or representatives in conformity with the provisions of the Worker's Compensation Act or any creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or in conformity with any plan for employee's disability benefits or death benefits now established or hereafter adopted by the Parties, such payments shall be construed to be damages within the terms of the preceding paragraphs and shall be paid by the Parties accordingly.
- 19.5. All claims for damages arising under this Agreement that are asserted against or affect both Parties shall be dealt with by the Parties jointly; provided, however, that in any case where the liability is to be shared and borne equally by the Parties and where the

claimant desires to settle any such claim upon terms acceptable to one of the Parties but not the other, the Party to which said terms are acceptable may, at its election, pay to the other Party one-half (1/2) of the expense which such settlement would involve, and thereupon said other Party shall be bound to protect the Party making such payment from all further liability and expense on account of said claim.

19.6. In the adjustment between the Parties of any claim of damages, the liability of the Parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the Parties which shall comprise costs, attorney's fees, disbursements and other proper charges and expenditures.

19.7. Nothing contained in this Section shall be deemed to create any right or benefit for any third parties.

20. TERMS OF AGREEMENT

This Agreement and all licenses granted under this Agreement shall remain in effect until terminated by either Party at any time upon one year's prior written notice to the other Party, or until otherwise terminated as provided in this Agreement.

21. DISPUTES

21.1. General – Any controversy or claim (except any claim for damages because of bodily injury including death at any time resulting therefrom, sustained by any person or persons, and except any claim for damages because of damage to or destruction of property) arising out of, or relating to this Agreement or its breach which may arise between License and City, and which is not resolved by the authorized representatives of the parties, shall be noticed in writing by the complaining party as provided in Section 15, SERVICE OF NOTICE. Such controversy or claim shall subsequently be reviewed and discussed between the appropriate officials of the City and the executive officers of Licensee as a condition precedent to any litigation or submittal to any other authority. The initial meeting between representatives of City and Licensee shall take place within 30 days after the dispute arises.

21.2. Fee Disputes – In addition to the requirements of Section 16.1, any controversy or claim regarding the fees and charges established under this Agreement shall be settled by arbitration in Needles, California, in accordance with the rules then in effect of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. Licensee shall continue payment of all fees and charges when due and performance of all obligations under this Agreement, during any such period of controversy or claim.

21.3. Expenses – The prevailing party in any controversy or claim between City and Licensee shall be entitled to recover from the other party, in addition to any other recovery awarded, any reasonable attorney's fees, litigation expenses, and/or arbitration expenses incurred by such prevailing party in connection with or incident to the

controversy or claim. However, if City brings an action for declaratory relief to resolve a dispute involving Licensee, City shall be entitled to recover its attorney's fees and litigation expenses.

22. INSURANCE

The Parties shall provide and maintain the insurance coverage and shall comply with the insurance requirements set forth in Appendix A, INSURANCE.

23. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. Any action at law or judicial proceeding shall be instituted only in the state or federal courts of the State of California.

24. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable or illegal, then said provisions shall be severed from this Agreement and the remainder shall remain in full force and effect.

25. EXECUTION AND EFFECTIVE DATE

Each Party to this Agreement hereby represents and warrants that, (i) it has full authority to enter into this Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this Agreement have been taken, (ii) the person executing this Agreement on its behalf has been duly authorized to execute this Agreement, and (iii) this Agreement constitutes legal, valid and binding obligations of such Party effective of the ____ day of _____, 2025.

City of Needles, California

BY: _____

TITLE: _____

DATE: _____

Route 66 Broadband

BY: Timothy P. Terrell

TITLE: CEO

DATE: 10/6/2025

ATTEST:

City Clerk

Approved As To Form:

City Attorney

APPENDIX A

INSURANCE

MASTER AGREEMENT
FOR THE JOINT USE OF POLES
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND

1. Licensee shall provide and maintain, during the term and until all obligations under this Master License Agreement are satisfied, with forms and insurers acceptable to City, the following insurance coverages:
 - 1.1. Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the work, and Employer's Liability insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000).
 - 1.2. Commercial General Liability insurance to cover with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence. The policy shall include coverage for bodily injury, broad form property damage liability (including Completed Operations), personal injury liability (including coverage for contractual and employee acts), blanket contractual, and products. Said policy shall contain a severability of interest provision. The product and completed operation coverage shall extend for two years past the termination of the Agreement.
 - 1.3. Comprehensive Automobile Liability insurance with a combined single limit for Bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to Licensee's vehicles whether owned, hired, or non-owned, assigned to or used in connection with this Agreement.
 - 1.4. If applicable, Aircraft Public Liability insurance covering fixed wing and rotorcraft Aircraft whether owned, hired or non-owned with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS (\$2,000,000), including passenger liability coverage.

2. The policies required by Section 1.2, 1.3 and 1.4 herein shall be endorsed to include City, its officials and employees as additional insureds and shall stipulate that the insurance afforded for City, its officials and employees shall be primary insurance and that any insurance carried by the City, its officials or employees shall be excess and not contributory insurance.
3. Licensee and its insurers providing the required coverage shall waive all rights to recovery against City and their officials, employees, and agents.
4. Prior to the issuance of any License under this Agreement, Licensee shall furnish City with Certificated of Insurance as evidence that policies providing the required coverage, conditions, and limits are in full force and effect. The certificates shall identify the Agreement and provide that not less than thirty (30) day's advance notice of cancellation, termination or alteration shall be sent directly to City addressed as follows:

City Manager / Utilities Manager
City of Needles
817 Third Street
Needles, CA 92363

5. City reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements
6. City shall not, however, be obligated to review any of the Licensee's certificates of insurance, insurance policies, and/or endorsements or to advise Licensee of any deficiencies in such documents, and any receipt of copies or review by City of such documents shall not relieve Licensee from or be deemed a waiver of City's right to insist on strict fulfillments of Licensee's obligations under this Appendix A.
7. The stipulation of insurance coverage in this Appendix A shall not be construed to limit or waive any liabilities or other obligations of Licensee to City, or any other Parties, in connection with this agreement.

(END OF APPENDIX A)

City of Needles

EXHIBIT B

[illegible]

EXHIBIT 1
City of Needles
APPLICATION FOR POLE LICENSE

To: City of Needles
817 Third Street
Needles, CA 92363
Attn: Joint Pole Dept.

Application Number (NDS-JU-_____) _____
Date: _____ 20____

Application is hereby made for a License to install, maintain and operate Communication Facilities upon City Utility Poles in the City of Needles, California on specified on attached drawing(s) and in accordance with the License Agreement. Authorization is hereby granted for performance of field survey work and estimating of the Make-Ready Work, if any.

Licensee _____
Company

By _____
Signature

Title _____

Nearest Cross Street, (if app) _____	;SEC _____	;T _____	;R _____	POLE # _____	NUMBER OF POLES
	;SEC _____	;T _____	;R _____	POLE # _____	Total Modified Poles _____
Address (if app) _____	;SEC _____	;T _____	;R _____	POLE # _____	Total Poles Terminated _____
	;SEC _____	;T _____	;R _____	POLE # _____	GRAND TOTAL _____

ESTIMATED COSTS FOR ATTACHMENT REQUEST

Field Survey and Estimating	\$ _____
Rearrangements and/or Replacement	\$ _____
Make-Ready Estimate	\$ _____
Initial Attachment Fee	\$ _____
TOTAL	\$ _____

A license is hereby granted for the attachment of Communication Facilities to the City Utility Poles specified on the attached drawing(s) effective _____ 20____. This License is conditioned upon receipt of License's authorization for any payment of the estimated charges for Make-Ready Work, if any, and the initial Agreement Fee, per the attached invoice. City shall not perform any Make-Ready Work required by Licensee on poles owned by other entities. Payment to the City for such Make-Ready Work vests no rights in License with respect to use of such poles.

Date: _____

By: _____
Signature

Title: _____

Authorization is hereby granted of performance of the necessary Make-Ready Work and payment of the estimated charges and initial Agreement Fee Totaling \$ _____.

Date: _____

Licensee: _____
Signature

Title: _____

EXHIBIT 2

City of Needles NOTIFICATION OF TERMINATION OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE

To: City of Needles
817 Third Street
Needles, CA 92363
Attn: Joint Pole Dept.

Application Number (NDS-JU-_____)
Date: _____ 20____

In accordance with the terms of the License Agreement effective _____, 20____, notice is hereby given that the License covering attachments upon certain poles is ☒ TERMINATED ☐ MODIFIED as specified on the attached.

Licensee _____
Company _____
By _____
Signature _____
Title _____

Nearest Cross					<u>NUMBER OF POLES</u>	
Street, if app _____	;SEC _____	;T _____	;R _____	POLE # _____		
	;SEC _____	;T _____	;R _____	POLE # _____	Total Modified Poles _____	
Address if app _____	;SEC _____	;T _____	;R _____	POLE # _____	Total Poles Terminated _____	
	;SEC _____	;T _____	;R _____	POLE # _____	GRAND TOTAL _____	

..... CITY USE BELOW.

City of Needles Verification

Issued Date: _____
Assigned to: _____

Dept: _____

Date

Date equipment removed or terminated on modified poles

EXHIBIT 3

City of Needles MEMORANDUM FOR THE JOINT USE OF POLES

LICENSEE OR JOINT POLE PARTICIPANT RECEIVING NOTIFICATION

City of Needles Cable TV Telephone Other Company Name: _____

See Attached Drawings for Location, Engineering and Construction Specifications

Description, Purpose, Necessity and Remarks: _____

T= Telephone C= Cable N= Needles

T	C	N		T	C	N		T	C	
/	/	/	Wishes to Use _____ Poles	/	/	/	Will Remove _____ Poles	/	/	Top _____ Poles
/	/	/	Will Vacant _____ Poles	/	/	/	Will Sell _____ Poles	/	/	Reframe _____ Poles
/	/	/	Will Install _____ Poles	/	/	/	Will Cancel J.U. _____ Poles	/	/	Review Bonding Reqs
/	/	/	Will Replace _____ Poles	/	/	/	Will Purchase _____ Poles			

BILLING INFORMATION				STANDARD BILLING	SPECIAL BILLING	OTHER BILLING	BILLING ESTIMATE
___	To Bill	_____	For \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
___	To Bill	_____	For \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
___	To Bill	_____	For \$ _____	\$ _____	\$ _____	\$ _____	\$ _____

COMPUTER NOTES	POSTED P-EXHIBIT #s	BILL #s

RESPONSE:

Nearest Cross

Street, if app _____ ;SEC _____ ;T _____ ;R _____ POLE # _____

_____ ;SEC _____ ;T _____ ;R _____ POLE # _____

DATE: _____

Address if app _____ ;SEC _____ ;T _____ ;R _____ POLE # _____

POWER CONDUCTOR VOLTAGE _____

_____ ;SEC _____ ;T _____ ;R _____ POLE # _____

PHASE TO GROUND _____

ORIGINATOR

BY: _____ PHONE: _____

FOR: _____ CO. _____

DATE COMPLETED: _____

JOB NO: _____

SUPERVISOR: _____

Signature

Date

RESPONDENT

BY: _____ PHONE: _____

FOR: _____ CO. _____

DATE COMPLETED: _____

JOB NO: _____

SUPERVISOR: _____

Signature

Date

EXHIBIT 4

City of Needles JOINT USE REQUEST LOCATION MAP

From: _____
To: _____
Date: _____ Request Number _____

Township, Range and Section	Track Name, Number Street, Address	Work Description	Work Required



If Additional Space is Required Attach Separate Drawing Page(s)

Scale _____



City of Needles, California Request for Commission Action

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

Meeting Date: October 21, 2025

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

Background: The treatment plant is equipped with 2 Sequencing Batch Reactors (SBRs) that require a mixing pump in each SBR. One of those pumps failed and requires rebuilding or replacement. Staff has installed the spare pump and repair/replacement of this pump will allow us to maintain a spare pump for redundancy.

The failed pump was sent to the authorized service provider for evaluation and a repair estimate. The cost to rebuild the pump is \$19,196.39. The authorized service representative provided the cost of a replacement pump along with their repair estimate. Staff also contacted two other pump suppliers and requested quotes so we could better evaluate our options. Staff obtained three competitive quotes for a new pump, ranging in cost from \$54,680.92 to \$83,646.13, with estimated delivery times between 10 and 26 weeks, depending on the vendor. In comparison, the cost to rebuild the existing pump is \$19,196.39, and the repair is expected to be completed within four weeks. Based on the significant cost savings and shorter turnaround time, staff recommends proceeding with the rebuild of the existing pump.

Fiscal Impact: Reliable Pump cost is \$18,081.96, sales tax on parts (excluding labor) is \$1,114.43 for a total project cost of \$19,196.39. The Wastewater Asset Replacement fund has a balance of \$193,000 as of September 30, 2025

Environmental Impact: None

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

Submitted By: Kris Hendricks, EUSI
Rainie Torrance, Utility Manager

City Manager Approval: Patrick J. Martinez Date: 10/14/2025
Other Department Approval (when required): _____ Date: _____

Approved: ☐

Not Approved: ☐

Tabled: ☐

Other: ☐

Agenda Item: _____



Reliable Pump, Inc.
P.O. Box 31115
Las Vegas, NV 89173
Ph: 702-243-5116 Fax: 702-240-9319

Estimate

Date	Estimate #
10/6/2025	20652

Name / Address
City of Needles 817 Third Street Needles, CA 92363

Ship To
City of Needles 817 Third Street Needles, CA 92363 USA

P.O. No.	Terms	Ship Via	FOB	Rep
	Net 30	Will Call	Factory, FFA	BB(I)
Item	Description	Qty	Price	Total
	Estimate to repair one Hydromatic Model S12LXP4000FA, 40 HP, 460 V, 3 PH, 60 HZ, 870 RPM, 61.00 FLA, 14.13 IMP DIA, SN: 10652740, Date Code: 06/20, Premium Efficient Pump.			
	During evaluation our technician found that the motor is shorted to ground, the upper and lower chambers oil is dirty, the impeller is severely worn due to apparent cavitation, replace bearings and seals, power/control cable has heat damage under cord cap. Pump requires a full rebuild.			
	Estimate below for a full rebuild of pump.			
Diagnostic Fee	Shop labor to inspect and diagnose only. If repair is not approved, or a new replacement is not ordered within 30 days of receipt of estimate this amount will be billed and pump/motor will be subject to disposal.	1	420.00	420.00
Shop	Shop Labor to rebuild pump	1	1,680.00	1,680.00
Stator rewind labor	Labor to rewind stator	1	2,022.16	2,022.16
Stator Rewind Ma...	Materials for Stator Rewind	1	866.64	866.64
Cord cap rebuild ...	Materials needed to rebuild cord cap, (6/4, 18/5, 35 Foot Cord.)	1	709.16	709.16
Bearing 6309 C3	Bearing - Open	1	130.56	130.56

Notice: Due to a global spike in demand, combined with material and labor shortages, we are experiencing shipping delays with some of our manufactures. Any quoted lead times cannot be guaranteed.

Subtotal

Sales Tax (0.0%)

Total

Upon approval, sign at bottom and fax to 702-240-9319.
Estimate expires within 30 days from date shown above. Any alteration or deviation from above specifications, involving extra costs will be executed and become an extra charge over and above the Estimate.

Signature: _____

Date: _____



Reliable Pump, Inc.
P.O. Box 31115
Las Vegas, NV 89173
Ph: 702-243-5116 Fax: 702-240-9319

Estimate

Date	Estimate #
10/6/2025	20652

Name / Address
City of Needles 817 Third Street Needles, CA 92363

Ship To
City of Needles 817 Third Street Needles, CA 92363 USA

P.O. No.	Terms	Ship Via	FOB	Rep
	Net 30	Will Call	Factory, FFA	BB(I)
Item	Description	Qty	Price	Total
3315AC3	SKF Ball bearing, lower double row	1	591.94	591.94
03718-300-1	SEAL-SHAFT 3.0 TYPE2100 B/CA/SC	1	910.00	910.00
27996A000	SEAL-SHAFT Silcar/Carbon Nitrile	1	1,189.50	1,189.50
10901-001-1	PROBE-SEAL FAILURE TERMINAL-HERMETIC 2.1	2	84.50	169.00
01945-001-3	Washer, Impeller Retainer	1	234.00	234.00
03879-002-1	Screw, Cap (Socket Head), 3/4-16	1	149.50	149.50
25458D000	WEAR RING, S12L(X)P	1	1,287.00	1,287.00
25456E551	IMP DIA 14.13"	1	7,143.50	7,143.50
Powder Coat	Powder Coat Impeller. In most cases this more than double the life of the impeller. The powder we use is Abrasion, Corrosion & Chemical resistant.	1	289.00	289.00
Parts & Materials	O-Rings, as required	1	15.00	15.00
Supplies Income	Misc. Shop Supplies: Oil (11 Gallons), oil disposal, paint, hardware, connectors, etc.	1	275.00	275.00
Insulation Test	Motor insulation test, performed with Crown Model 2109 insulation tester, S/N 020724, 115V 60Hz 6A. Cal. 2-21-25	1	0.00	0.00
	Estimated lead time is 4 weeks upon receipt of approval. No installation is included on this estimate.			

Notice: Due to a global spike in demand, combined with material and labor shortages, we are experiencing shipping delays with some of our manufactures. Any quoted lead times cannot be guaranteed.

Subtotal \$18,081.96

Sales Tax (0.0%) \$0.00

Total \$18,081.96

Upon approval, sign at bottom and fax to 702-240-9319.
Estimate expires within 30 days from date shown above. Any alteration or deviation from above specifications, involving extra costs will be executed and become an extra charge over and above the Estimate.

Signature: _____

Date: _____



City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

Meeting Date: October 21, 2025

Title: Adopt Resolution No. 10-21-25 BPU rescinding Chapter 6C, establishing Terms and Conditions for the Sale of Electric Services, of the Needles Municipal Code in its Entirety and adopting a new Chapter 6C, Electric Services, regarding the terms and conditions for the sale of electric services

Background: In January 2025, the Needles Public Utilities Authority (NPUA) presented a revision of Chapter 6C, Electric Terms and Conditions, for Board consideration. Since its adoption, City staff have identified areas requiring clarification and policy refinement—particularly concerning Section 7.3.2 (Termination Notice Procedures) and Section 4.6.4 (Permanent Payment Date).

To address these issues and modernize the City's electric service policies, the City Attorney's Office (SBEMP) conducted a comprehensive legal and administrative review of Chapter 6C. The revised document, titled Electric Services – Terms and Conditions, replaces outdated language, consolidates billing and deposit provisions, and enhances enforcement procedures while ensuring compliance with applicable state and federal regulations.

Fiscal Impact: None

Environmental Impact: None

Recommended Action: Adopt Resolution No. 10-21-25 BPU rescinding Chapter 6C, establishing Terms and Conditions for the Sale of Electric Services, of the Needles Municipal Code in its Entirety and adopting a new Chapter 6C, Electric Services, regarding the terms and conditions for the sale of electric services

Submitted By: Kim Krasinski, Business Office Manager

City Manager Approval: Patrick J. Martinez

Date: 10/14/2025

Other Department Approval (when required): _____

Date: _____

RESOLUTION NO. 10-21-25 BPU

A RESOLUTION OF THE BOARD OF PUBLIC UTILITIES OF
THE CITY OF NEEDLES, CALIFORNIA, RESCINDING CHAPTER 6C,
ESTABLISHING TERMS AND CONDITIONS FOR THE SALE OF ELECTRIC
SERVICES, OF THE NEEDLES MUNICIPAL CODE IN ITS ENTIRETY AND
ADOPTING A NEW CHAPTER 6C ENTITLED ELECTRIC SERVICES

BE IT RESOLVED BY THE BOARD OF PUBLIC UTILITIES OF THE CITY OF
NEEDLES, CALIFORNIA, AS FOLLOWS:

SECTION 1. CEQA. The Board of Public Utilities finds that the actions contemplated by this Resolution are exempt from the California Environmental Quality Act ("CEQA") pursuant to 15061(b)(3), CEQA review is not required because there is no possibility that this Resolution may have a significant effect upon the environment and the proposed text amendments constitute a minor alteration in a land use limitation under CEQA Guidelines Section 15305.

SECTION 2. Severability. The Board of Public Utilities hereby declares that if any provision, section, paragraph, sentence, or word of this Resolution is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Resolution, and to this end the provisions of this Resolution are severable. The Board of Public Utilities declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed and the balance of the Resolution enforced.

SECTION 3. Prosecution of Prior Resolutions. Neither the adoption of this Resolution nor the repeal of any other resolution of this Board shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City Council resolutions, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

SECTION 4. Effective Date. The Chairman shall sign and the Secretary shall attest to the passage of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Public Utilities of the City of Needles, California, hereby rescinds Chapter 6C, establishing terms and conditions for the sale of electric services, of the Needles Municipal Code in its entirety and adopts a new Chapter 6C, Electric Services, regarding the terms and conditions for the sale of electric services to read as attached hereto as Exhibit "A".

BE IT FURTHER RESOLVED that the Board of Public Utilities hereby recommends that the City Council and Needles Public Utility Authority (NPUA) adopt and implement Chapter 6C, Electric Services, of the Needles Municipal Code regarding the terms and conditions for the sale of electric services as attached hereto as Exhibit "A" for the benefit of the NPUA.

RESOLUTION NO. 1-21-25 BPU
(Page Two)

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Public Utilities of the City of Needles, California, held on the 21st day of October, 2025 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____	ATTEST: _____
Chairman	Secretary

CHAPTER 6C ELECTRIC RATES

Sections

Article 6C-1 TERMS AND CONDITIONS FOR THE SALE OF ELECTRIC SERVICES

Article 6C-2 CONDITIONS GOVERNING THE EXTENSION OF ELECTRIC
DISTRIBUTION AND SERVICES

Article 6C-1

Sec. 6C-1-1. Terms and conditions for the sale of electric services. The following terms and conditions and any changes authorized by the City of Needles City Council or law will apply to the sale of electric services under the established rate or rates authorized by the City Council and currently applicable at time of sale. The rates included in this Chapter 6C may be amended by resolution of the City Council after a duly noticed public hearing, which amended rates shall supersede the rates included in this Chapter 6C to the extent inconsistent therewith. For purposes of Chapter 6C, City of Needles and the Needles Public Utilities Authority ("NPUA") are sometimes collectively referred to as "City".

1. General.

1.1 Electric service will be supplied in accordance with these terms and conditions, any changes required by City or law, and such applicable rate or rates as may from time to time be authorized by City. However, in the case of a Customer whose service requirements are of unusual size or characteristics, additional or special rate and contract arrangements may be required.

1.2 These terms and conditions shall be considered a part of City rate schedules except where specifically changed by written agreement by City.

1.3 In case of conflict between any provision of a rate schedule and these terms and conditions, the provisions of the rate schedule shall apply.

1.4 The failure of City to insist upon strict performance of any of the provisions in the terms and conditions, or to exercise any of the rights or remedies provided in the terms and conditions, or any delay in the exercise of any of the rights or remedies, shall not release Customer from any responsibilities or obligations imposed by law or by the terms and conditions, and shall not be deemed a waiver of any rights of City to insist upon strict performance of the terms and conditions.

2. Establishment of service.

2.1 Application for service. Customer requesting electric service may be required to appear at City's place of business to produce proof of identity and sign City's standard form of application for service or a contract before service is supplied by City. Customers must provide a lease or Grant Deed to have service established.

2.1.1 In the absence of a signed application or contract for service, the supplying of electric service by City and acceptance thereof by Customer shall be deemed to constitute a service agreement by and between City and Customer for delivery, acceptance of, and payment for service, subject to City's applicable rates and rules and regulations.

2.1.2 For purposes of any amount owed to City that is not more than four (4) years old, City shall have the right to collect the full amount owed City by any or all of the applicants prior to establishment of service.

2.2 Service establishment charge. A service establishment charge, determined by the cost of providing residential or nonresidential electric service, will be assessed each time City is requested to establish, reconnect, or reestablish electric service to Customer's delivery point. Billing for the service establishment charge may be rendered as part of Customer's first bill.

2.2.1 Customer will be required to pay the above appropriate service establishment charge and an after-hours charge as established by the cost of services should Customer request service be established during a period other than regular working hours.

2.3 Grounds for refusal of service. City may refuse to establish or reestablish service if any of the following conditions exist:

2.3.1 Applicant has an outstanding amount due to City that is not more than four (4) years old and is unwilling to make payment.

2.3.2 A condition exists, which in City's judgment, is unsafe or hazardous.

2.3.3 Applicant has failed to satisfy the security deposit requirements set forth by City as specified in section 2.6.

2.3.4 If Applicant has previously engaged in conduct that constitutes, but not limited to, a material violation of City's applicable rate schedules, rules, or regulations.

2.3.5 If Applicant does not furnish the necessary funds, service entrance equipment, easements, or rights-of-way that have been specified by City as a condition for providing service.

2.3.6 Applicant falsifies his or her identity for the purpose of obtaining service.

2.3.7 Service is already being provided at the address for which Applicant is requesting service.

2.3.8 If service at the same address has previously been terminated for nonpayment, and a delinquent balance on that account less than four (4) years old remains outstanding. This restriction applies when the prior account holder continues to reside at the premises with Applicant.

2.3.9 A prior customer was terminated for any of the below reasons and continues to reside on the premises for which Applicant requests service.

- (a) City has evidence of meter tampering or fraud.
- (b) Failure to pay a delinquent bill for utility service.
- (c) Failure to maintain deposit requirements.
- (d) Failure to pay for a bill to correct a previous underbilling.
- (e) Failure to comply with curtailment procedures imposed by the City during supply shortages.
- (f) Failure to provide reasonable and safe access to City's equipment and property.
- (g) Breach of written contract between City and Customer.

2.3.10 Applicant has failed to obtain all required permits and/or inspections indicating that applicant's facilities comply with local construction and safety codes.

2.4 Establishment of residential credit or security deposit.

2.4.1 Residential establishment of credit. City shall not require a security deposit from a new Applicant for residential electric service if Applicant is able to meet any of the following requirements:

2.4.1.1 Applicant has had service of a comparable nature with City at another service location within past two (2) years and was not delinquent in

payment to any utility during the last twelve (12) consecutive months, or disconnected for nonpayment, or has not had an unpaid final bill.

2.4.1.2 Applicant can provide a letter regarding credit or verification from an electric utility where service of a comparable nature was received within the last two (2) years. The letter must state that: (i) the Applicant maintained a satisfactory payment history at the time service was discontinued; and (ii) the service was provided for a continuous period of at least twelve (12) consecutive months. Satisfactory payment history shall mean no delinquent payments during the last twelve (12) consecutive months of service.

2.4.1.3 Applicant provides a guarantor, satisfactory to the City, to secure payment of bills for the service being requested. Guarantor must be a City of Needles resident with no delinquent payments during the last twenty-four (24) months.

2.4.2 Residential establishment of security deposit. When credit cannot be established as provided for in section 2.4.1 hereof or when it is determined that applicant left an unpaid final bill owing to another utility, applicant may be required to place a cash deposit to secure payment of bills for service.

2.5 Establishment of nonresidential credit or security deposit.

2.5.1 Nonresidential establishment of credit. Customer(s) must provide a lease or Grant Deed to have service established. City shall not require a security deposit from a new Applicant for nonresidential electric service if applicant is able to meet any of the following requirements:

2.5.1.1 Applicant shall have maintained service of a comparable nature with City, or with another service provider, for a minimum period of one (1) year within the preceding two (2) years, and shall not, during the twelve (12) consecutive months immediately preceding application, have been delinquent in the payment of any utility charges, disconnected for nonpayment, or subject to an unpaid final bill.

2.5.1.2 Applicant shall provide a letter of credit or verification from the electric utility with which service of a comparable nature was most recently maintained, which letter shall state that the Applicant had a satisfactory payment history at the time of discontinuance of such service, and that such service was maintained for a minimum of twelve (12) consecutive months.

2.5.2 Nonresidential establishment of security deposit. All nonresidential Customers may be required to:

2.5.2.1 Place a cash deposit to secure the payment of bills for service as prescribed herein, or

2.5.2.2 Provide a non-cash security deposit in the form of a surety bond, an irrevocable letter of credit, or an assignment of funds, in an amount equal to the required security deposit. Large Commercial Customers shall be subject to section 2.7.3 and shall maintain a security deposit on file with City at all times during the term of service. For purposes of Chapter 6C, a Large Commercial Customer shall mean a nonresidential Customer occupying a building or service space of twenty thousand (20,000) or more in the City of Needles.

2.6 Re-establishment of security deposit.

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

2.6.2 Nonresidential. City may require a nonresidential Customer to establish or reestablish a security deposit under any of the following circumstances: (i) Customer has become delinquent in payment; (ii) Customer has been disconnected for nonpayment within the preceding twelve (12) months; or (iii) Customer's financial condition is determined, on the basis of a credit investigation, notice of financial reorganization, or bankruptcy filing, to jeopardize the timely payment of amounts due. Large Commercial Customers shall be subject to section 2.7.3 and shall maintain a security deposit on file with City at all times during the term of service.

2.7 Security deposits.

2.7.1 A residential Customer shall be required to provide a cash security deposit in an amount equal to one and one-half (1.5) times the highest monthly bill incurred by the prior customer at the residence during the months of June through September, or one hundred fifty dollars (\$150.00), whichever amount is greater.

2.7.1.1 Deposits will automatically be refunded after twelve (12) months of service, provided Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless Customer has filed bankruptcy.

2.7.2 Nonresidential security deposits may be either cash or noncash, as described in 2.7.2.1, and shall be in the amount of two and one-half (2.5) times the previous Customer's highest monthly bill (June through September) at the non-residential location where the new account is established.

2.7.2.1. All cash and noncash security deposits held for non residential customers, excluding Large Commercial Customers which are addressed in section 2.7.3 below, by City shall be reviewed upon Customer's completion of twenty-four

(24) months of service. Such deposits shall be refunded or released, provided that Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the preceding twelve (12) consecutive months, unless Customer's financial condition, as determined by City, warrants the continued retention of the security deposit. Deposits not refunded or released at the conclusion of the initial twenty-four (24) month period shall be reviewed annually thereafter to determine whether Customer qualifies for the return or release of the deposit.

2.7.3 Deposits for Large Commercial Customers may be provided in cash or noncash, in a form acceptable by City, and shall be in the amount of eighty thousand dollars (\$80,000) for each twenty thousand (20,000) square feet of building space. Such deposits shall remain on file for a minimum period of three (3) years, after which they may be replaced with a security bond. All security bonds shall be subject to renewal, with satisfactory assurance of renewal provided to City. The cash or noncash security deposits for Large Commercial Customers shall be on file with City during the term of service.

2.7.4 City reserves the right to increase or decrease the security deposit amount when Customer's average consumption changes by more than ten percent (10%) for residential accounts within the twelve (12) consecutive month period and five percent (5%) for nonresidential accounts within the twelve (12) consecutive month period. Separate security deposits may be required for each location.

2.7.5 Customer security deposits shall not preclude City from terminating an agreement for service or suspending service for any failure in the performance of Customer obligations under an agreement for service.

2.7.6 Cash deposits held by City shall not earn interest. Deposits on inactive accounts may be applied to the final bill and the balance, if any, will be refunded to Customer of record within sixty (60) days.

2.7.7 If Customer terminates service with City, the security deposit may be credited to Customer's final bill.

2.7.8 In implementing the foregoing provisions, City shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

2.8 Line extensions. Installations requiring City to extend its facilities in order to establish service will be made in accordance with City's conditions governing extensions of electric distribution lines and services.

3. Rates.

3.1 Rate information. City shall provide a copy of the rate schedule to the Customer, when requested. In addition, City shall notify Customers of any change in rate schedules affecting those Customers.

3.2 Rate selection. Customer's service characteristics and service requirements determine the selection of the applicable rate schedule. City will use reasonable care in initially establishing service to the Customer under the most advantageous rate schedule applicable to the Customer. However, because of varying Customer usage patterns and other reasons, City cannot guarantee that the most economic applicable rate will be applied. City will not make any refunds in any instances where it is determined that Customer would have paid less for service had Customer been billed on an alternate applicable rate or provision of a rate.

4. Billing and collection.

4.1 Customer service installation and billing. Service billing periods normally consists of approximately thirty (30) days unless designated otherwise under the rate schedules or at City option.

4.1.1 Customer service installations will normally be arranged to accept only one type of standard service at one point of delivery to enable service measurement through one meter. If Customer requires more than one type of service, or total service cannot be measured through one meter according to City's normal practice, separate meters will be used and separate billing rendered for the service measured by each meter.

4.1.2 City shall ordinarily install a separate meter and issue a separate bill for each individual premise. However, adjacent and contiguous premises that are not separated by private or public property or right-of-way, and that are operated as a single, integrated unit under the same name and as part of the same business enterprise, shall be deemed a single premise for purposes of metering and billing.

4.1.3 When regular, accurate meter readings are not available or the electric usage has not been accurately measured, City may estimate Customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use, and general characteristics of Customer's load and operation.

4.1.4 In the event a meter error is discovered through a meter test, City may issue an adjusted bill to Customer for the amount of any undercharge and shall provide Customer with a refund or credit for the amount of any overcharge. Such adjustment bill shall be computed as follows:

4.1.4.1 Fast meter. If a meter is registering more than two percent (2%) fast, City shall refund to Customer the amount of the overcharge based on the corrected meter readings or the utility's estimate of the energy usage either for the known period of the meter error or, if the period of error is not known, for the period during which the meter was in use, in either situation for a period not exceeding one (1) year.

4.1.4.2 Slow meter. If a meter for residential service is registering more than twenty-five percent (25%) slow, or a meter for any other class of service is registering more than two percent (2%) slow, City may bill Customer for the amount of the undercharge based on corrected meter readings or City's estimate of the energy usage either for the known period of meter error or, if the period of the meter error is not known, for the period the meter was in use, in either situation the billing shall not exceed three (3) months for residential service and one (1) year for any other class of service.

4.1.4.3 Nonregistering meter. If a meter is found to be nonregistering, City may bill Customer for the amount of the underbillings based on City's estimate of the electric service used but not registered, for a period not exceeding one year.

4.1.5 Adjustment of bills for billing error.

4.1.5.1 A billing error is an error by City which results in incorrect billing charges to Customer. Billing errors may include incorrect meter readings or clerical errors by a City representative such as applying the wrong rate, wrong billing factor or an incorrect calculation. Billing error does not include a meter error or unauthorized use, nor any error in billing resulting from the meter dial "pegging" or being over if caused by other than City, switched or mismarked meters by other than City, improper Customer wiring, blown fuse in one energized conductor, inaccessible meter, failure of Customer to notify City of changes in Customer's equipment or operation, or failure of Customer to take advantage of a rate or condition of service which Customer is eligible.

4.1.5.2 Where City overcharges or undercharges a Customer as the result of a billing error, City may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to Customer for the amount of the overcharge, for the period of the billing error, but not to exceed three (3) years in the case of an overcharge, and, in the case of an undercharge not to exceed three (3) months for residential service and one (1) year for any other class of service.

4.2 Collection policy. The following collection policy shall apply to all Customer accounts:

4.2.1 All bills rendered by City are due and payable no later than nineteen (19) days from the billing date. Any payment not received within this time frame shall be considered past due. Bills for which payment has not been received within ten

(10) days of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of City's termination procedure. City reserves the right to suspend or terminate Customer's service for:

- (a) Nonpayment of delinquent service bills;
- (b) Nonpayment of service establishment charges;
- (c) Nonpayment of security deposits;
- (d) Nonpayment of meter test charges;
- (e) Nonpayment of returned check charges;
- (f) Nonpayment of late charges;
- (g) Nonpayment of collection charges; and/or
- (h) Declare past due service bill amounts, past due service establishment charges, past due security deposits, past due meter test charges, past due returned check charges, and past due collection charges subject to a late charge at the rate of eighteen percent (18%) per annum.

4.2.2 If a Customer maintains one (1) or more utility services with City and any such service is terminated for nonpayment, and Customer fails or refuses to make satisfactory payment arrangements with City, City shall be entitled to transfer, without notice to Customer, the unpaid balance of the terminated service(s) to any other active account of Customer. In addition, unpaid balances on active accounts may be transferred, without notice to Customer, to any other active account of Customer if Customer refuses to pay. Failure to pay the active account following such transfer shall result in the suspension or termination of service under that account. Notwithstanding the foregoing, residential electric service shall not be discontinued solely due to nonpayment of other classes or types of electric service.

4.3 Responsibility for payment of bills. Customer is responsible for the payment of bills for energy use recorded by the meter or estimated by City, until service is ordered discontinued, and City has had two (2) working days' time to secure a final meter reading.

4.3.1 When an error is found to exist in the billing rendered to Customer, City will correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of three (3) years from the date the error is discovered. Any refunds to Customers resulting in adjusted billings will be made promptly upon discovery by City. Under billings by City shall be billed to Customer who may be given up to one (1) year to pay if the underbilling is less than One Thousand Dollars (\$1,000.00), and up to one (1) year and six (6) months to pay if underbilling is more than One Thousand Dollars (\$1,000.00), without late payment penalties.

4.4 Returned checks. If City is notified by Customer's bank that a check tendered by Customer will not be honored, Customer shall be required to remit payment

in cash, by money order, certified check, or by such other means as will guarantee payment to City.

4.4.1 Customer shall be charged a fee of Twenty-Five Dollars (\$25.00) for the 1st occurrence and Thirty-Five Dollars (\$35.00) for any occurrence thereafter for each instance where Customer tenders payment of a bill with a check which is not honored by Customer's bank.

4.4.2 The tender of a dishonored check shall in no way:

(a) Relieve Customer of the obligation to render payment to City under the original terms of the bill; or
(b) Defer City's right to terminate service for nonpayment of bills.

4.5 Collection charge.

4.5.1 If a termination of service is required at the site of the equipment other than the meter, a reconnection charge established by City's cost of services fee schedule must be paid before service re-establishment. Customer shall be billed the normal service establishment charge in addition to the above reconnect charge on the next month's billing.

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

4.6 Payment assistance and counseling. City will provide the following services to residential Customers unable to pay their bills.

4.6.1 City will offer an installment payment plan to allow Customer to amortize past due and current amounts over a reasonable period of time. A Customer who defaults on an installment payment plan may not qualify for future installment payment arrangements. If a Customer does not comply with the terms of a payment arrangement, services will be automatically terminated without further notice. In order to reconnect service, the full amount owed must be paid.

4.6.2 Customer making payments on an installment payment plan must keep the account current as charges for service accrue.

4.6.3 City will furnish Customer, upon request, information on the availability of alternate sources of financial assistance.

4.6.4 A permanent payment due date shall be offered to residential Customers only. Residential Customers may elect a permanent payment date, which extends the utility bill due date beyond the standard nineteen (19) days from issuance.

All nonresidential Customers shall remain subject to the standard nineteen (19) day due date for payment of their utility bills.

4.7 "STOP LOSS / MAXIMUM DELINQUENCY/COLLECTION POLICY"

4.7.1 Stop-Loss Maximum. A "stop-loss" maximum amount equal to one (1) month's billing period is hereby established. Once a Customer's account reaches the stop-loss maximum amount, City shall provide the Customer with a warning as set forth in the Terms and Conditions for the various utilities established by City and as may be amended from time to time. The warning notice shall provide Customer with ten (10) days to pay the past due amount. If payment of the delinquent amount cannot be made in full within the ten (10) day period, Customer shall have the ability within that period to enter into an amortization agreement ("Payment Agreement") with City, agreeing and acknowledging that Customer's account must be kept current and that the past due amount must be paid in equal monthly installments over a period of six (6) to twelve (12) month period dependent on Customer's ability to pay. If payment installments are not paid as set forth in the Payment Agreement, Customer's utilities will be disconnected immediately and without further notice. A Payment Agreement shall only be offered to a Customer if such Customer has not defaulted on a prior Payment Agreement within the previous twelve (12) month period. If a Customer is on an active Payment Agreement and defaults thereon, a new Payment Agreement cannot be authorized and the full amount past due must be paid before services can be restored.

4.7.2 Restoring Services. Before the utilities may be restored, Customer shall be required to pay one-half (1/2) of the amount in arrears; however, in the event the account is in the "final status" (the final bill has been prepared and the Customer's deposit(s) have been applied to the outstanding balance), Customer shall be required to pay a new deposit in an amount as set forth in the Terms and Conditions. Customer shall also execute a separate Payment Agreement in which Customer agrees and acknowledges that Customer's account must be kept current and that the balance (the remaining one-half (1/2) of the amount in arrears) shall be paid in equal monthly installments over a period set in section 4.7.1. Customer shall further acknowledge and agree that service may be discontinued immediately, without further notice, if payment installments are not paid as set forth in the Payment Agreement and/or the current bill is not paid timely.

4.7.3 Collections. If services have been disconnected as a result of non-payment, and (1) Customer does not reactivate said services, and (2) the bill is in the final status, the final bill will be sent to a collections agency. City refers customarily refers delinquent accounts to a collection agency every six (6) months.

4.7.4 Deposits. A deposit or a letter of credit is required when a Customer is initiating electric service as set forth in the Terms and Conditions. In the event Customer receives two (2) late notices within a twelve (12) month period, a deposit will be required for continuation of service. City will provide Customer with written notice that a deposit, in the

amount equal to two (2) times Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the deposit due will be added to Customer's next utility bill. City will refund the deposit to the Customer after it has received twelve (12) months of timely payments from the Customer. City will refund the deposit to the residential Customer after it has received twelve (12) months of timely payments, and two (2) years for all other nonresidential Customers. The security deposit for Large Commercial Customers as set forth in section 2.7.3 shall be on file with City during the term of service.

4.7.5 Subsequent Deposit. In the event that, after the deposit has been refunded to Customer, Customer receives two (2) late notices within a twelve (12) month period, a subsequent/new deposit will be required for continuation of service. City will provide Customer with written notice that a new deposit, in the amount equal to two (2) times Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the new deposit due will be added to Customer's next utility bill. City will refund the deposit to Customer after City has received twelve (12) months of timely payments from Customer. (596-AC)

5. Service responsibility of City and Customer.

5.1 Responsibility -- Use of service or apparatus. City and Customer assume all responsibility on their respective sides of the point of delivery for the electric service supplied and received, as well as for any apparatus used in connection therewith.

5.1.1 Customer and City each shall save the other harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from the electric service or the use thereof on their respective sides of the point of delivery. City shall, however, have the right to suspend or terminate service in the event City should learn of service use by Customer under hazardous conditions or for illegal purposes.

5.1.2 Customer shall exercise all reasonable care to prevent loss or damage to City property installed on Customer's premises for the purpose of supplying service to Customer.

5.1.3 Customer shall be responsible for payment of loss or damage to City property on Customer's premises arising from neglect, carelessness or misuse, and shall reimburse City for the cost of necessary repairs or replacement.

5.1.4 Customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering or by-passing City's meter.

5.1.5 Customer shall be responsible for notifying City of any failure in City's equipment.

5.2 Service interruptions -- Limitations on liability of City. City shall not be liable to Customer for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where caused by City's willful misconduct or gross negligence. City may, without incurring any liability therefore, suspend Customer's electric service for periods reasonably required to permit City to accomplish repairs to or changes in any of City's facilities.

5.2.1 In the event of a national emergency or local disaster resulting in disruption of normal service, City may, in the public interest, interrupt service to other Customer to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

5.3 City access to Customer premises. City's authorized agents shall have safe access to Customer's premise at all reasonable hours to install, inspect, read, repair or remove its meters; to install, operate or maintain other City property, and to inspect and determine the connected electrical load. Neglect or refusal on the part of the Customer to provide such access shall be sufficient cause for discontinuance of service by City, and assurance of access may be required before service is restored.

5.4 Easements. All suitable easements and rights-of-way required by City for any portion of the extension which is on premises owned, leased or otherwise controlled by Customer shall be furnished in City's name by Customer without cost to City and in reasonable time to meet proposed service requirements. All easements and right-of-way obtained on behalf of City shall contain such terms and conditions as are acceptable to City.

5.5 Load characteristics. Customer shall exercise reasonable care to assure that the electrical characteristics of its load, such as unusual short interval fluctuations in demand, shall not be such as to result in impairment of service to other Customers or interference with operation of telephone, television or other communication facilities. The deviation from phase balance shall not be greater than ten percent (10%) at any time. The power factor of the load shall not be less than ninety percent (90%) lagging, but in no event leading, unless agreed to by City. In the event that Customer does not maintain such power factor, at the option of City, kva shall be substituted for kW in determining the applicable charge for billing purposes for each month in which such failure occurs.

6. Metering and metering equipment.

6.1 Customer equipment. Customer shall install and maintain all wiring and equipment beyond the point of delivery. Except for City's meters and special equipment, Customer's entire installation must conform to all applicable construction standards and safety codes, and if an inspection or permit is required by law or by City, the same must be furnished by Customer.

6.1.1 Customer shall provide in accordance with City's current service standards, at no expense to City, and close to the point of delivery, a sufficient and suitable space acceptable to City's representative for the installation of City's metering equipment.

6.1.2 Customer shall provide and maintain a clear and unobstructed work space that extends a minimum radius of three feet from the face of the electrical entrance section, and a clear and unobstructed walkway to the meter location of a minimum width of three feet. The electric entrance section work space shall have a level floor surface and a height minimum of six feet six inches to any overhead obstruction.

6.1.3 Customer shall, at his/her own expense, relocate meter or meters to a new and approved location whenever the existing meter or meters become inaccessible or work space cannot be maintained.

6.2 Service connections. City will not install and maintain any lines and equipment on Customer's side of the point of delivery except its meter. For the mutual protection of Customer and City, only authorized employees of City are permitted to make and energize the connection between City's service wire and Customer's service entrance conductors. Such employees carry credentials which they will show upon request.

6.3 Measuring Customer service. All the energy sold to the Customer will be measured by a commercially acceptable measuring device owned and maintained by the City, except where it is impractical to meter loads such as street lighting, security lighting, or special installations in which case the consumption may be calculated.

6.3.1 The readings of City's meters will be conclusive as to the amount of electric power supplied to Customer unless, there is evidence of meter tampering or energy diversion, or unless a test reveals City's meter is in error by more than plus or minus two percent (2%).

6.3.2 If there is evidence of meter tampering or energy diversion, Customer will be billed for the estimated energy consumption that would have been registered had all energy usage been properly metered.

6.3.3 If any meter after testing is found to be more than two percent in error, either fast or slow, proper correction shall be made of previous readings, and an adjusted bill shall be rendered per section 4.1.4. Customer will be billed for the estimated energy consumption that would have been registered had the meter been operating properly.

6.3.4 City shall, at the request of Customer, reread Customer's meter within ten (10) working days after such request by Customer. The cost of such rereads, which is Ten Dollars (\$10), may be charged to Customer, provided the original reading was not in error.

6.4 Meter testing.

6.4.1 City shall test its meters regularly in accordance with a meter testing and maintenance program.

6.4.2 City will individually test a meter upon Customer's request. If meter is found to be within the two percent (2%) limit, City may charge Customer Twenty-Five Dollars (\$25) for the cost of the meter test. The results of the test will be furnished to the Customer within a reasonable time after the test.

6.4.3 Customer shall have the right to observe any individual meter test he/she has requested, or to have present an expert or other representative appointed by him.

6.5 Master metering.

6.5.1 Resale of electricity. Customer shall not resell electricity from City to any person except:

(a) Where energy is purchased at rates specifically applicable to resale service, or

(b) Where the charge to the tenants is absorbed in the rental for the premises or space occupied, or

(c) Where Customer is owner, lessee or operator of a multi-family housing or similar facility, and submeters and resells electricity to tenants at the same rates and charges that City would charge for the service if supplied by it directly, or

(d) Qualifies for submeter resale under the criteria identified in section 6.5.4.

6.5.2 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless construction and/or expansion is individually metered by City.

6.5.3 Residential -- Apartment complexes -- Condominiums and other multiunit residential buildings. City shall refuse service to all new construction of apartment complexes and condominiums which are master metered unless the building(s) will be served by a centralized heating, ventilation and/or air conditioning system and the contractor can provide to City an analysis demonstrating that the central unit will result in a favorable cost/benefit relationship for the residents.

6.5.4 RV parks, marinas, small craft harbors and similar type service. Master metering will be allowed at RV parks, marinas, small craft harbors and similar type

of services. The master meter Customer may submeter individual spaces, slips or berths. An "extended stay" or permanent residential, commercial, recreational or similar facilities shall be individually metered by City. Existing master metered facilities shall be exempt from these requirements, except for any new facilities that are added to the RV park, marina, small craft harbor, etc., after the effective date of these terms and conditions. The rates and charges to the submeter user must not exceed those that would be applied if user was purchasing electricity directly from City.

7. Termination of service.

7.1 Customer initiated termination. A Customer requesting termination of electric service must provide City with at least two working days' notice and a disconnect date. Customer shall remain responsible for all energy use until two working days after the disconnect notice or the requested disconnect date, whichever is later.

7.2 Termination of residential service to ill, elderly or handicapped Customers.

7.2.1 Residential Customers who are ill, elderly (over sixty-five years of age) or handicapped persons who have an inability to pay for their service will not be terminated until all of the following have been attempted.

(a) Customer has been made aware of the availability of funds from various governmental and social assistance agencies of which City is aware.

(b) City has made a diligent effort to notify a third party previously designated by Customer.

(c) City has attempted to make satisfactory payment arrangements with Customer and/or previously designated third party.

7.2.2 Residential service shall not be terminated for nonpayment if Customer or a household member depends on life-support equipment or has a life-threatening condition certified by a licensed physician, provided Customer is financially unable to pay and is willing to enter into an amortization agreement for the unpaid charges.

7.2.3 A Customer relying on the provisions of section 7.2.2 shall notify City prior to the termination date set forth in the notice that Customer or a household member depends on life-support equipment or has a life-threatening condition that would be compromised by termination of services. Further, Customer shall (i) provide certification of a licensed physician as required in section 7.2.2, and (ii) enter into a deferred payment agreement with City within ten (10) days after the scheduled termination date or service may be terminated with two (2) days' notice.

7.3 Termination with notice. City may, without liability for injury or damage, disconnect service to any Customer for any of the reasons stated below, provided City has met the termination notification requirements.

7.3.1 City may disconnect service after written notification for the following reasons:

- (a) Customer violation of any City rate schedules.
- (b) Failure of Customer to pay a delinquent bill for service.
- (c) Failure of Customer to meet or maintain deposit requirements.
- (d) Failure of Customer to provide reasonable access to City's equipment and property.
- (e) Customer breach of contract for service between City and Customer.
- (f) Failure of prior Customer to pay a delinquent bill for service where the prior Customer continues to reside on premises.
- (g) When necessary for City to comply with an order of any governmental agency having such jurisdiction.
- (h) Customer fails to establish credit, after City, for Customer convenience, provided service before credit is established or continued service to Customer when credit was to be re-established.
- (i) City shall have the right to (but not the obligation) to remove any and all of its property installed on the Customer's premises upon termination of service.

7.3.2 Termination notice requirements.

a) A ten (10) day advance notice of intent to terminate service for nonpayment and reasons other than nonpayment shall be provided. Customers are solely responsible for monitoring and paying past due balances reflected in their utility bills. Such notice may be included with, or issued as part of, Customer's monthly billing statement. All ten (10) day notices shall be mailed to Customer's last known address. The failure of a Customer to receive such notice shall not exempt Customer from disconnection of service for nonpayment. Upon request, Customers may obtain a copy of the mailed ten (10) day notice.

b) A twenty-four (24) hour advance written notice shall be provided for termination of service due to dishonored checks (NSF). If a check tendered for payment of a deposit is dishonored, utility services shall be disconnected until payment in cash is received. Any Customer whose check is returned for insufficient funds shall be required to make all subsequent payments by cash, money order, or credit/debit card for a period of six (6) months.

c) Notice shall state the reason for termination.

d) Notice shall be considered given to Customer when a copy thereof is delivered to the service location or posted first class in the United States Postal Service addressed to Customer's last known address. These notices are provided as a courtesy.

f) If the violation identified in the notice has not been remedied, service may be terminated on or after the date specified in the notice without the issuance of further notice.

g) Service may only be terminated in conjunction with a personal visit to the premises by an authorized representative of City.

h) City shall have the right, but not the obligation, to remove any of its property from the premises upon termination of service.

i) When an account is terminated for nonpayment, the disconnection notice delivered to the premises shall reflect both (i) the amount stated in the ten (10) day notice, and (ii) the current bill, to reflect the total amount due. Full payment of the total amount shall be required to restore service.

7.5 Restoration of service. City shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of City.

7.6 Master meter Customers. When master metered accounts are being terminated with notice, City will make a good faith effort to notify actual users prior to the termination. The notice may be posted in a common area of the complex or building, mailed to individual apartments, spaces or suites, or hand delivered. The notice shall provide the user the right to become a Customer without being required to pay the amount due on the account. However, any conversion of service entrance equipment required to accept City service will be the user's responsibility.

8. Disputed bills and complaints.

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

8.2 Unresolved bill inquiries and complaint investigation. If a Customer is not satisfied with the investigation and/or action completed by the City's utilities office, the Customer may elevate the inquiry or complaint to the next level within City staff, in the order recommended below:

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

8.3 Appeal to the City's Board of Public Utilities. A Customer who is not satisfied or believes the staff investigation results are incorrect or unfair, may appeal to the City's Board of Public Utilities ("Utilities Board"). The Utilities Board will hear only appeals that have not been resolved to Customer's satisfaction after the City Manager has finalized his/her review. A form to request an appeal is available at the utilities office and must be submitted at least two (2) weeks prior to a regularly scheduled Utilities Board meeting to ensure placement on the agenda. Customer is encouraged to be present at the Utilities Board hearing or have a representative present.

8.4 Appeal to the City Council. A Customer who remains unsatisfied after appealing their concerns to the Utilities Board, may appeal to the City Council for final resolution within fourteen (14) days of the date of the Utilities Board's decision. The City Clerk will assist Customer with scheduling the appeal. The Customer or his representative must be present at the City Council meeting for the appeal to be heard and/or acted upon.

8.5 Payment of disputed bills. A Customer who has requested an investigation or who is appealing a determination shall not have the electric service disconnected for nonpayment of the disputed bill. If the Customer is disputing multiple months of billing, payment for one of the months being disputed may be withheld pending determination, but all remaining months being disputed must be paid to avoid being disconnected for nonpayment. Customer must pay subsequent bills to a disputed bill, to avoid being disconnected for nonpayment.

9. Removal of facilities. Upon the termination of service, City may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying service to Customer and City shall be under no further obligation to serve Customer. If, however, City has not removed its facilities within one (1) year after termination of service, City shall thereafter give Customer thirty (30) days' written notice before removing its facilities, or else waive any re-establishment charge within the next year for the same service to the same Customer at the same location.

For purpose of this section, notice to Customer shall be deemed given at the time such notice is deposited at the U.S. Postal Service, first class mail, postage prepaid, to Customer at his/her last known address.

10. Prohibited service uses. Customer shall not use electric service for the following uses or activities. These prohibitions are necessary to prevent electric shortages and to avoid supplier penalties for excess demand requirements.

10.1 Outdoor advertising signs and lighting.

10.1.1 Illuminated billboards, signs or similar advertising or identifying signs or equipment shall not be illuminated with City electric service during daylight hours.

10.1.2 Mechanized billboards, signs or similar advertising or identifying signs or equipment shall not be operated with City service during daylight hours.

10.1.3 A nonresidential Customer may, without restricted hours of use, illuminate with City service a time and temperature sign, and two (2) business signs on its premises.

10.2 Decorative and functional outdoor lighting.

10.2.1 Outdoor lighting necessary for public safety, security, or required by law shall be exempt from the below restrictions. However, Customer shall minimize the number of lighting fixtures, and shall use energy efficient lighting for all outdoor lighting applications.

10.2.2 Nonresidential Customers shall not operate any outdoor decorative, architectural or advertising "highlighting" or floodlighting, area, spot or other similar lighting during daylight hours.

10.3 Indoor business lighting.

10.3.1 Indoor lighting necessary for public safety, security, or required by law shall be exempt from the restrictions below. However, such Customer shall limit the number of fixtures used and shall use energy efficient lighting for all indoor lighting.

10.3.2 Nonresidential Customers shall reduce lighting levels to the minimum required for security at all times the building is not occupied.

10.3.3 Customer shall not operate window display lighting during daylight hours.

10.4 Electric heating and cooling.

10.4.1 Nonresidential Customers shall be exempt from the following restrictions if higher temperatures are required for physician-certified medical reasons, mandated by law, or necessary for the preservation of perishable foods as part of their principal operations.

10.4.3 Nonresidential Customers shall not use electric services for heating/cooling during non-business hours, unless the building is occupied, or Customer can establish, and City agrees, that a net energy savings can be achieved by operating the space conditioning equipment during non-business hours.

10.4.4 Nonresidential Customers shall not heat or cool unoccupied hotel, motel or similar guest accommodation facilities in vacant guest rooms.

10.4.5 Nonresidential Customers whose building is equipped with a system that both heats and cools simultaneously, or that depends on electric lighting for total or partial heating shall operate the system to minimize electric energy use, and as close to the above guidelines as practical.

10.5 Swimming pool/spa pumps and filtration.

10.5.1 Timers shall be installed on all swimming pool pumps and filtration equipment.

10.5.2 Customer shall set the timer to between the hours of 9:00 P.M. and 9:00 A.M.

10.5.3 Customer may operate circulating pumps for solar pool heating equipment during daylight hours without restriction, except for the motor size limitations below.

<u>Pool or Spa Sq. Ft. of Surface Area</u>	<u>Maximum Allowed Motor Size</u>
520 or less	¾ H.P.
521 -- 800	1 H.P.
801 -- 1200	1-1/2 H.P.
Over 1201	Max. 1 H.P./800 sq. ft.

10.6 Noncompliance. City shall discontinue service to a Customer for noncompliance with the prohibited uses of electric energy, if after notice Customer does not correct the violation within five (5) days. Service will not be reestablished until after Customer has complied.

10.7 Exemption procedure. A Customer may request a special use exemption for a prohibited activity. The request must be in writing and shall be submitted to the Utilities Board. The request must explain why the exemption is being sought, the benefits Customer will receive from such use, the approximate amount of energy required and the desired time period. Board approval must be received prior to Customer using service for a prohibited activity.

11. Curtailment. When the availability of service is restricted and a reduction of service is required to maintain the integrity of part or the total electric system, Customer will be notified by City to reduce or terminate use of service. Such notifications may be made by mail, phone, or in person. City will curtail service on a proportionate basis, where possible, and will give service priority to Customers and/or Customer classes where health, safety and welfare will be adversely affected, when possible. Customers, who refuse or do not comply with curtailment requirements, may be terminated by the City. A service re-establishment charge of Two Hundred Dollars (\$200.00) will be assessed for a first-time violation, Five Hundred Dollars (\$500.00) for second violation, and One Thousand Dollars (\$1,000.00) for a third violation. A Customer who violates curtailment requirements more than three times will not be allowed to reestablish service.

12. Successors and assigns. Agreements for service shall be binding upon and for the benefit of the successors and assigns of Customer and City, but no assignments by Customer shall be effective until Customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by City.

13. Warranty. There are no understandings, agreements, representations or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified herein concerning the sale and delivery of electricity by City to Customer. These terms and conditions state the entire obligation of City in connection with such sales and deliveries. (Ord. 404-AC; Ord. 463-AC.)

Article 6C-2

Sec. 6C-2-1. Conditions governing the extension of electric distribution and services. Application for City's electric service often involves construction of new facilities for various distances and costs depending upon Customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which City will extend its facilities.

All extensions are subject to the availability of adequate capacity, voltage and City facilities at the beginning point of an extension. These rules shall govern extensions of both overhead and underground electric facilities to Customers whose requirements are deemed by City to be usual and reasonable in nature.

1. Basis for extensions.

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

2. Extension conditions.

2.1 Underground construction required. All new electric extensions shall be underground construction and must comply with the requirements of section 4 below. At City option, underground construction variances may be allowed for the following conditions.

2.1.1 Overhead single or three phase service lines may be constructed, if the distribution system the service line is connected to is overhead. Service lines are defined as those lines that connect directly to a transformer or secondary voltage delivery system, and are the lines extended to Customer's electric entrance equipment. However, overhead service lines may not be constructed when Customer is located in an existing or proposed overhead to underground conversion area, or in an existing or proposed underground development.

2.1.2 At City's option, twelve Kv feeder lines (as defined by City), and lines of voltages higher than twelve Kv may be constructed overhead, even though such lines are being constructed in an underground development. The construction of such lines shall not exempt Customer from undergrounding all other facilities, including any services being extended from such overhead lines.

2.1.3 At City's option, an overhead line may remain as part of a new extension, if there is an existing distribution pole line(s) on or across a recorded subdivision or development at the time of application, and the line will be utilized in the extension. However, this condition shall not apply if the pole line were serving a building or group of buildings or any other type of service which would be removed before the development is completed.

2.1.4 An overhead extension may be constructed when, in City's opinion, an underground extension is not feasible from either an engineering, operation or economic standpoint.

2.2 Irrigation Customers. Customers requiring construction of electric facilities for service to irrigation pumping will advance the total cost of construction, which may include a portion of the cost from designated irrigation substations. Advances are subject to refund as specified in section 3 below.

2.3 Temporary Customers.

2.3.1 General. Service to be rendered to a Customer for a period of less than twelve (12) consecutive calendar months shall be extended as a temporary service. City, at its option, may classify any facilities that are known to be removed after a specific period, or upon completion of a project as temporary, even though service may be rendered beyond twelve (12) consecutive months.

2.3.2 Where a temporary meter or construction meter is required to provide service to a Customer, then Customer in advance of installation or construction shall make a nonrefundable contribution equal to the cost of installing and removing the facilities required to furnish service, less the salvage value of such facilities. When the use of the service is discontinued or agreement for service is terminated, City may dismantle its facilities, and the materials and equipment provided by City will be salvaged and remain its property.

2.3.3 Construction meters which are positioned in the permanent Customer's meter location, and that require no change in the service conductor size or length to serve the permanent Customer's facilities, shall be considered permanent.

2.4 Real estate development. Extensions of electric facilities within real estate developments including residential subdivisions, industrial parks, mobile home parks, apartment complexes, planned area developments, etc., may be made in advance of application for service by permanent Customers. These extensions are eligible to qualify for either the economic feasibility, responsible resource development, or the economic development extension bases, depending upon development type. Anticipated revenues for real estate development extensions shall be calculated by City based upon the estimated electric energy to be used at each Customer location. Revenue estimates shall be made from comparable development revenue histories, and/or load information provided by the developer. Only City determined estimated revenues shall be used for economic feasibility studies.

2.4.1 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by City.

2.4.2 Apartment complexes, condominiums and other multiunit residential buildings. City shall refuse service to all new construction and/or expansion of apartment complexes and condominiums unless the construction or expansion is individually metered by City.

2.5 Seasonal Customers. Extensions of electric facilities to Customer's premises, which will be continuously occupied less than nine (9) months out of each twelve (12) month period may be made only on an economic feasibility basis.

3. Refunds.

3.1 General policy.

3.1.1 Revenues from Customers being served by an extension connected to the extension being surveyed, shall be considered only if the connected extension was made under the footage, economic feasibility, responsible resource development, or economic development basis. Such connected extensions, to be qualified for refund consideration, must have at least one active Customer within five hundred feet from the interconnection point of the extension being surveyed.

3.1.2 City shall conduct a refund survey on the annual anniversary of the execution date of the extension agreement. The survey shall use the extension basis criteria in force at the time the extension was installed to calculate any refunds. City reserves the right to apply any extension refunds to Customer's account(s), if any account(s) are delinquent or past due. Refunds shall never exceed the amount originally advanced.

3.1.3 Refunds can only be made to Customer, developer or developer's company, whoever executed the extension agreement. If development or property ownership or control changes during the refund period, it is Customer/developer's responsibility to form a refund resolution agreement between the parties of such a transaction. City will not honor any contractual or other arrangement that transfers the refund from the original Customer/developer, who executed the extension agreement to another party, even if a refund resolution agreement exists between the parties.

3.2 In lieu of revenue surveys, City may determine the number of permanent Customers connected to the extension for a residential real estate development, and a refund may be made on a "per" Customer basis. Refunds for each permanent Customer shall only be refunded one time. A permanent Customer must have service installed and be an active account at the time of the refund survey to be qualified for the refund study. The City shall specify in the extension agreement, the amount of refund per permanent Customer connected and may require a number of "qualified" Customers be connected to an extension prior to the extension qualifying for a refund survey. Once a permanent Customer has been included in a refund survey. Once a permanent Customer has been included in a refund survey, Customer shall not be counted in future surveys, regardless if such Customer is active or inactive at the time of the survey.

4. Underground construction.

4.1 General policy.

4.1.1 Customer or developer shall provide all earthwork including, but not limited to trench, boring or punching, conduits, vaults, pull boxes, manholes,

cabinet pad sites, shoring, bedding, backfill, compaction and surface restoration, in accordance with City specifications.

4.1.2 Customer or developer shall conform to City's underground installation and utility facility placement specifications and standards.

4.1.3 Customer or developer shall provide and install conduit, manholes, vaults, pull boxes, and sweeps at all proposed equipment locations. All materials and installation shall meet City specifications.

4.1.4 Customers or developers requesting underground extensions may be required to sign an underground electric extension agreement.

4.1.5 If, after construction of the extension, final clearance or grade is changed in such a way as to require relocation of the underground facilities, or results in damage to such facilities, the cost of such relocation and/or resulting repairs shall be borne by Customer or developer.

4.2 Inspection and City acceptance of trench and conduit.

4.2.1 City shall inspect Customer/developer installed trench and conduit on a mutually agreed upon date prior to Customer/developer shading and backfilling the trenching and conduit. Phased inspection may be required, and the completion and inspection dates for each phase shall be agreed to by Customer/developer and City.

4.2.2 When City has approved the trenching and conduit installation, a second inspection date shall be mutually agreed to for inspection of the trench and conduit after shading and prior to backfill.

4.2.3 When the trench and conduit shading has been approved, Customer/developer shall complete backfilling and compaction of the trench. City shall inspect final trench backfill and compaction, and approve prior to final surface restoration.

4.2.4 When the backfill and compaction has been approved, Customer/developer must complete final surface restoration of existing roadways, sidewalks, bike paths, etc. as specified by City. If the final surface of the trench is in a new development, actual surfacing can be completed as required, City will complete the restoration and bill Customer/developer for actual costs plus appropriate overheads and/or administrative fees.

4.3 Customer owned entrance and service vault and/or space requirements.

4.3.1 City must have immediate operating access to electrical equipment at all times. Immediate access, for City approved inside building installation, is intended to mean:

4.3.1.1 Access from outside by either a door (City to have key), manhole or vault lid with no obstructions;

4.3.1.2 A security guard on location, available on a twenty-four-hour basis, with keys and access to buildings and vaults;

4.3.1.3 Disconnecting switches that can be operated outside the building or vault that will allow disconnect of the load under emergency conditions. The cost of such switches shall be paid by Customer, and shall be a nonrefundable contribution to City's extension construction. Design of such equipment must be approved by City prior to installation.

4.3.2 Padmounted transformers and similar equipment locations must have vehicle access acceptable to City, with the construction and clearances of Customer installed traffic or decorative barriers subject to City approval. Access shall include a permanent unobstructed path of sufficient size and surface to accommodate trucks and crews necessary for equipment replacement. All equipment locations must be approved by City.

4.3.3 Vaults and transformer locations inside of buildings shall have access to the outside in such a way that the electrical equipment can be directly set by a crane in the equipment cell or on the same level as the vault.

4.3.4 There shall be permanently flat and unobstructed access from this point to the equipment cell location. Exterior equipment access to the subsurface vaults shall be through unobstructed lift slabs at or above finish grade with vehicle access acceptable to City. Access shall include a permanent unobstructed path of sufficient size and surface to support trucks and cranes necessary for equipment replacement. All vault designs and locations must be approved by City.

4.3.5 In all vaults, internal to a building, Customer will provide, at no charge to City, a telephone either inside the vault or near the entrance to the vault.

4.3.6 Customer shall not store equipment or other items in equipment rooms or vaults where electric utility equipment is located.

4.4 New underground services. Customer will supply and install service conduit, per City specifications, from service stub-outs to service entrance section riser(s).

4.4.1 Single phase services. Customer shall pay a nonrefundable contribution of four dollars and forty-five cents per foot for service extension footage in

excess of one hundred fifty feet. Excess footage service extensions will only be allowed, if such extension conforms to all City service requirements.

4.4.2 Three phase services. Customer shall pay a nonrefundable contribution of five dollars and sixty-five cents per foot for service extension footage in excess of forth feet. Excess footage service extensions will only be allowed, if such extension conforms to all City service requirements.

5. Alternate electric feeds. City will provide an alternate or loop feed to a Customer as part of an extension, if requested, and provided the following requirements are met.

5.1 General requirements.

5.1.1 Customer load must be essential to public health and/or safety, as determined by City.

5.1.2 All costs for an alternate feed shall be included in the extension cost and feasibility studies.

5.2 A nonrefundable contribution shall be aid by Customer/developer for any additional construction expenses required for the alternate feed.

5.3 Customer/developer shall conform to City's underground installation and utility facility placement specifications and standards.

6. General conditions.

6.1 Voltage.

6.1.1 The extension must be designed and constructed for the operation at standard voltages used by City in the area in which the extension is located.

6.1.2 Only one voltage and one service line will be supplied to each Customer, unless the serving of multiple voltages or service lines is beneficial to City.

6.1.3 City will provide voltages other than the nearest standard distribution voltage when one or more of the following conditions exist.

6.1.3.1 The requested voltage is more beneficial to City than additions to the standard distribution voltage in the area, such as:

6.1.3.1.1 Loads that exceed the overhead or underground design limitations for the standard distribution voltage, as determined by City;

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

6.1.3.2 Customer's load requirement (demand) is greater than one hundred KVA "Y" (120/208 or 277/480 volts).

6.1.3.3 Customer agrees to pay a nonrefundable contribution for the special equipment, and any facility charges, if required for economic feasibility.

6.2 Three phase. Extensions of three phase service are available when a Customer has installed a single piece of equipment with a seven and one-half HP (horsepower) motor or a single air conditioning unit of six tons or more, or where total connected HP of all connected three phase motors exceed twelve HP or Customer's total load exceeds one hundred KVA. If less than the above HP or connect KVA is installed, City may at its option, when requested by the Customer, serve three-phase and require a nonrefundable contribution equal to the difference in cost between single phase and three phase construction, but in no case less than one hundred dollars.

6.3 Easements. All suitable easements or rights-of-way required by City for any portion of the extension shall be furnished in City's name by Customer without cost to or condemnation by City, and in reasonable time to meet proposed service requirements. All easements and rights-of-way obtained on behalf of City shall contain such terms and conditions as are acceptable to City.

6.4 Ownership. Except for Customer-owned facilities, all construction, including that for which Customers have made advances and/or contributions, will be owned, operated and maintained by City.

6.5 Measurement and location.

6.5.1 Any measurements used for costing of facilities must be along the proposed route of construction, as determined by City.

6.5.2 Construction is to be on public streets, roadways, highways, alleys or easements acceptable to City.

6.5.3 The extension must be a branch from, the continuation of, or an addition to, one of City's existing distribution lines.

6.6 Unusual circumstances. In unusual circumstances, as determined by City, when the application and provisions of this policy appear impractical, or in case of extensions of lines to be operated on voltages other than specified in the applicable rate structure, or in case Customer's requirements exceed two thousand kW, City will make a special study of the conditions to determine the basis on which service may be provided.

6.7 Nonstandard construction. Where extensions of electric facilities require construction that is in any way nonstandard, as determined by City, or if unusual obstructions are encountered, Customer will make a nonrefundable contribution equal to the difference in cost between standard and nonstandard construction.

6.8 Abnormal loads. City, at its option, may make extensions to serve certain abnormal loads (such as: transformer type welders, x-ray machines, wind machines, excess capacity for test purposes and loads of unusual characteristics), provided Customer makes a nonrefundable contribution equal to the total cost of such extensions, including transformers and services.

6.9 Relocation and/or overhead to underground conversions.

6.9.1 City will, when practical as determined by City in its sole and absolute discretion, relocate or convert its facilities for Customer's convenience or aesthetics, provided Customer make a nonrefundable contribution equal to the total cost of relocation or conversion, including any residual value for the remove overhead facilities.

6.9.2 When the relocation or conversion is in conjunction with added revenue, as determined by City, and is not for Customer's convenience or aesthetics, then City may consider the cost of such relocation or conversion in its economic feasibility studies.

6.10 Changing a master meter to individual meters. City will convert its facilities from a master metered system to a permanent individually metered system at Customer's request, provided Customer make a nonrefundable contribution equal to the residual value, plus the removal costs less salvage of the master meter facilities. The new facilities to serve the individual meters will be extended on an economic feasibility basis.

6.11 Change in Customer's service requirements. City will rebuild or revamp existing facilities to meet Customer's added load or change in service requirements based on upon an economic feasibility study. If the estimated additional revenue from such upgrades or changes pays City's total construction costs within five (5) years for residential Customers, and two (2) years for nonresidential Customers, then such upgrades or changes shall be completed free of charge for the Customer. If the upgrades or changes do not provide adequate revenues, then the Customer shall make a nonrefundable contribution to the City for the total cost of construction. The City reserves the right to refuse such rebuild or revamp requests, when such requests are not consistent with the terms and conditions for the sale of electric services, or the City's electrical engineering standards. Residential service entrance equipment upgrades or rebuilds are exempt from these requirements.

6.12 Design deposit. Any applicant requesting City to prepare detailed plans, specifications or cost estimates may be required to deposit with City an amount equal to the estimated costs of preparation. Where the applicant authorizes City, within

twelve (12) months of the completed estimate, to proceed with construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. City will prepare without charge, a preliminary sketch and rough estimate of the costs to extend electric service to a project upon request.

7. Footage basis extensions.

7.1 General policy. Footage basis extensions may be made only if all of the following conditions exist:

7.1.1 Applicant shall be a new permanent residential Customer or group of new permanent residential Customers. A Customer shall be considered permanent when:

(a) Service will be rendered to Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service; and

(d) The meter will be installed within thirty (30) days after completion of the extension.

7.1.2 The extension cannot exceed seven hundred fifty (750) feet per Customer to be connected, not a total extension distance of two thousand five hundred feet.

7.1.3 The extension must be along the shortest practical route to the nearest practical point of delivery on each Customer premises, as determined by City.

7.1.4 The estimated construction cost, including transformers and services, cannot exceed Fifteen Thousand Dollars (\$15,000).

7.2 Free extensions. The extension, (if the conditions specified in section 7.1 are met and the total extension does not exceed seven hundred fifty (750) feet per new permanent residential Customer, or a maximum of two thousand five hundred (2,500) feet for the entire extension, or Fifteen Thousand Dollars (\$15,000)), will be constructed at no cost by City.

7.3 Extensions over the free distance. Extensions over the free distance. Extensions which meet the conditions specified in section 7.1, but which exceed the free distance in section 7.2, may still qualify for a footage basis extension provided Customer or Customers sign an extension agreement and advance the cost of such additional footage.

7.4 Advances are subject to refund.

7.5 Real estate developments are not eligible for this footage basis extensions.

8. Economic feasibility basis extensions.

8.1 General policy. Economic feasibility basis extensions may be made only if all of the following conditions exist:

8.1.1 Extension shall be for a new permanent Customer or group of new permanent Customers. A Customer shall be considered permanent when:

(a) Service will be rendered to Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

8.1.2 The total extension is determined to be economically feasible for City, as defined in section 8.2.

8.1.3 Customer pays total extension costs in advance of scheduling construction, including transformers, metering and services.

8.2 Extension qualifications. Extensions shall be allowed, when the conditions in section 8.1 are met and the extension is determined to be economically feasible by City. Economic feasibility shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide and adequate rate of return on investment to City.

8.3 Extensions not qualifying. City, at its option, may extend its facilities to Customers whose use does not satisfy the economic feasibility requirements of section 8.2, provided such Customers sign an extension agreement and agree to pay a special rate or an annual facilities charge to make the facilities economically feasible.

8.4 Advances are subject to refund.

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

9.1 General policy. The responsible resource development basis extension is structured to encourage total resource management and conservation equipment, applications and appliances in residential real estate developments being served by the City. The qualifications for the responsible resource development basis are periodically modified to ensure that the criteria being used represent the current energy, water and wastewater standards and technologies within the utility and home building industries. Since the responsible resource development extension involves City financial participation, the developer may be required to provide additional development and/or financial information prior to the approval of the extension. Responsible resource development basis extensions are available only if all of the following conditions exist:

9.1.1 The residential development being developed is for new permanent residential Customers: A Customer shall be considered permanent when:

(a) Service will be rendered to the Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

9.1.2 When fully developed, the electric extension(s) inside the development, shall not exceed five hundred (500) feet per permanent Customer, including service line footage.

9.1.3 The final development and/or phase of the development is determined to be economically feasible by City. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to City.

9.1.4 The developer agrees to meet the responsible resource development basis equipment, appliance and application requirements for electric , water and wastewater in each residence and common area or amenity facilities.

9.1.5 The developer agrees to provide, if requested, any information needed to assess the project's feasibility, developer's financial ability, developer's business or development history, and/or the developer's plans for the project.

9.1.6 Developer pays a nonrefundable contribution for the construction of the electric, water, wastewater facilities to the property line of the development, and for any unusual or nonstandard construction requirements inside the development.

9.1.7 The development is total electric, except for alternate energy services which may be provided or approved by City.

9.1.8 The developer agrees to advertise the development with point of purchase displays, and to include City's responsible resource development program name and logo on all signs and other advertising materials at developer's cost.

9.2 Extension qualifications. An extension shall be qualified when the conditions in section 9.1 have been met and agreements executed.

9.3 Extensions not qualifying. If an extension does not qualify or is not accepted, it may be evaluated at developer's request to determine if it qualifies for the economic feasibility basis.

9.4 Benefits provided developers who qualify for a responsible resource development basis extension.

9.4.1 Developer will not be required to advance construction money for the installation of electric facilities within the development, except as required in section 9.5 and 9.6.

9.4.2 City will respond to requests for installation of extensions, service and/or meters to homes, condominiums, apartments and/or mobile homes within the development with priority service.

9.4.3 City may provide advertising materials, incentives and/or other support to the developer, if the developer agrees to use the promotional materials to help explain and promote the advantages of buying a home or lot that has been approved for a responsible resource development basis extension.

9.5 Extensions to developer built home, condominium, apartment and mobile home developments.

9.5.1 Developer shall submit individual home, condominium, apartment and/or mobile home constructions plans, appliances and insulation details to City for review and approval. If the plans meet the responsible resource development basis criteria, City will prepare the electric extension design and an agreement to construct electric distribution facilities, which must be executed prior to extension construction.

9.5.2 The developer shall make a nonrefundable construction advance for the installation of electric facilities to the property line of the development. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.5.2.1 A development construction plan has been submitted to and accepted by City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.5.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment or facilities from which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of Five Dollars and Eighty-Five Cents (\$5.85), for the additional footage.

9.5.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or "plugged" conduits, equipment pads, vaults and similar equipment. The developer shall reimburse City for any repairs or replacements made by the City during construction because of damage or "plugged" equipment. City may, but shall not be obligated to, make such repairs or replacement while installing facilities.

9.5.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of electric facilities to serve any home, condominium, apartment or mobile home.

9.5.2.5 All installations must be according to City specifications and requirements.

9.6 Extensions to lot sales only subdivision.

9.6.1 Developer shall require lot purchasers to meet or exceed the responsible resource development basis criteria, in effect at time of residence is constructed, for equipment, appliances and applications by establishing such criteria as part of the development conditions, covenants and restrictions. The developer shall also provide each individual purchaser with information on the equipment, appliance and application criteria required for building on the lot prior to close of escrow.

9.6.2 The developer shall make a nonrefundable contribution for the installation of electric facilities to the property line of the development. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.6.2.1 A development construction plan has been submitted to and accepted by City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.6.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment/facilities from which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of Five Dollars and Eighty-Five Cents (\$5.85), for additional footage.

9.6.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or "plugged" conduits, equipment pads, vaults and similar equipment. The developer shall reimburse City for any repairs or replacements made by City during construction because of damage or "plugged" equipment. City may, but shall not be obligated to make such repairs or replacement while installing facilities.

9.6.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of the electric facilities to serve any home, condominium, apartment or mobile home.

9.6.2.5 All installations must be according to City specifications.

10. Economic development basis.

10.1 General policy. The economic development basis is structured to encourage business development in areas being served by the City. The qualifications for economic development extensions are periodically modified to ensure the general economic development philosophies of the community are being maintained. Since economic development extensions usually involve City financial participation, the developer may be required to provide additional information prior to the approval of the

extension. Economic development extensions are available only if all of the following conditions exist:

10.1.1 Applicant will be new permanent Customer or group of new permanent Customers. A Customer shall be considered permanent when:

(a) Service will be rendered to the Customer for a period greater than twelve months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

10.1.2 The total extension is determined to be economically feasible for City. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to City.

10.1.3 The development meets the economic development basis qualifications, as determined by the Utilities Board and City Council.

10.1.4 Customer/developer requests the extension be completed using the economic development basis.

10.1.5 Customer/developer agrees to provide, if requested by either the City Council or the Utilities Board, any information needed to assess the project's feasibility, Customer's/developer's financial ability, Customer's/developer's business or development history, and/or Customer's/developer's plans for the project.

10.1.6 Customer/developer pays any required advance for construction.

10.2 Extension qualifications. Extensions shall be allowed when the conditions in section 10.1 have been met and approval for an economic extension is granted by the Utilities Board and City Council.

10.3 The benefits provided to a Customer/developer from the economic development basis shall be determined on an individual application basis by the board of public utilities and City Council.

10.4 Extensions not qualifying. If an extension does not qualify or is not accepted by the board of public utilities or the City Council, Customer/developer may request an economic feasibility basis extension.

11. Doubtful permanency basis.

11.1 Extensions shall be made on a doubtful permanency basis, when in City's opinion Customer's application for service is not expected to be permanent, but is expected to be an active Customer for more than twelve consecutive months. Doubtful permanency Customers will be required to advance the total construction and removal cost, less any salvage value of the extension. Refunds of such advances will be calculated using the economic feasibility refund criteria.

11.2 Extensions to mobile or modular housing shall be completed on the doubtful permanency basis, unless Customer has:

11.2.1 Sewer or septic system installed;

11.2.2 Permanent water system installed;

11.2.3 Electric service entrance equipment installed.

12. Settlement of disputes. Any dispute between Customer or prospective Customer and City regarding the interpretation of these conditions governing extensions of electric distribution lines and services may, by either party, be referred to the board of public utilities for determination.

13. Interest. All advances made by Customer to City in aid of construction shall be noninterest bearing.

14. Extension Agreements. All line extensions requiring payment by Customer shall be in writing and signed by both Customer and City. (Ord. 404-AC.)

CHAPTER 6C ELECTRIC RATES

Sections

Article 6C-1 TERMS AND CONDITIONS FOR THE SALE OF ELECTRIC SERVICES

Article 6C-2 CONDITIONS GOVERNING THE EXTENSION OF ELECTRIC
DISTRIBUTION AND SERVICES

Article 6C-1

Sec. 6C-1-1. Terms and conditions for the sale of electric services. The following terms and conditions and any changes authorized by the City of Needles City Council or law will apply to the sale of electric services under the established rate or rates authorized by the City Council and currently applicable at time of sale. The rates included in this Chapter 6C may be amended by resolution of the City Council after a duly noticed public hearing, which amended rates shall supersede the rates included in this Chapter 6C to the extent inconsistent therewith. For purposes of Chapter 6C, City of Needles and the Needles Public Utilities Authority ("NPUA") are sometimes collectively referred to as "City".

1. General.

1.1 Electric service will be supplied in accordance with these terms and conditions, any changes required by City or law, and such applicable rate or rates as may from time to time be authorized by City. However, in the case of a Customer whose service requirements are of unusual size or characteristics, additional or special rate and contract arrangements may be required.

1.2 These terms and conditions shall be considered a part of City rate schedules except where specifically changed by written agreement by City.

1.3 In case of conflict between any provision of a rate schedule and these terms and conditions, the provisions of the rate schedule shall apply.

1.4 The failure of City to insist upon strict performance of any of the provisions in the terms and conditions, or to exercise any of the rights or remedies provided in the terms and conditions, or any delay in the exercise of any of the rights or remedies, shall not release Customer from any responsibilities or obligations imposed by law or by the terms and conditions, and shall not be deemed a waiver of any rights of City to insist upon strict performance of the terms and conditions.

2. Establishment of service.

2.1 Application for service. Customer requesting electric service may be required to appear at City's place of business to produce proof of identity and sign City's standard form of application for service or a contract before service is supplied by City. Customers must provide a lease or Grant Deed to have service established.

2.1.1 In the absence of a signed application or contract for service, the supplying of electric service by City and acceptance thereof by Customer shall be deemed to constitute a service agreement by and between City and Customer for delivery, acceptance of, and payment for service, subject to City's applicable rates and rules and regulations.

2.1.2 For purposes of any amount owed to City that is not more than four (4) years old, City shall have the right to collect the full amount owed City by any or all of the applicants prior to establishment of service.

2.2 Service establishment charge. A service establishment charge, determined by the cost of providing residential or nonresidential electric service, will be assessed each time City is requested to establish, reconnect, or reestablish electric service to Customer's delivery point. Billing for the service establishment charge may be rendered as part of Customer's first bill.

2.2.1 Customer will be required to pay the above appropriate service establishment charge and an after-hours charge as established by the cost of services should Customer request service be established during a period other than regular working hours.

2.3 Grounds for refusal of service. City may refuse to establish or reestablish service if any of the following conditions exist:

2.3.1 Applicant has an outstanding amount due to City that is not more than four (4) years old and is unwilling to make payment.

2.3.2 A condition exists, which in City's judgment, is unsafe or hazardous.

2.3.3 Applicant has failed to satisfy the security deposit requirements set forth by City as specified in section 2.6.

2.3.4 If Applicant has previously engaged in conduct that constitutes, but not limited to, a material violation of City's applicable rate schedules, rules, or regulations.

2.3.5 If Applicant does not furnish the necessary funds, service entrance equipment, easements, or rights-of-way that have been specified by City as a condition for providing service.

2.3.6 Applicant falsifies his or her identity for the purpose of obtaining service.

2.3.7 Service is already being provided at the address for which Applicant is requesting service.

2.3.8 If service at the same address has previously been terminated for nonpayment, and a delinquent balance on that account less than four (4) years old remains outstanding. This restriction applies when the prior account holder continues to reside at the premises with Applicant.

2.3.9 A prior customer was terminated for any of the below reasons and continues to reside on the premises for which Applicant requests service.

(a) City has evidence of meter tampering or fraud.

(b) Failure to pay a delinquent bill for utility service.

(c) Failure to maintain deposit requirements.

(d) Failure to pay for a bill to correct a previous underbilling.

(e) Failure to comply with curtailment procedures imposed by the City during supply shortages.

(f) Failure to provide reasonable and safe access to City's equipment and property.

(g) Breach of written contract between City and Customer.

2.3.10 Applicant has failed to obtain all required permits and/or inspections indicating that applicant's facilities comply with local construction and safety codes.

2.4 Establishment of residential credit or security deposit.

2.4.1 Residential establishment of credit. City shall not require a security deposit from a new Applicant for residential electric service if Applicant is able to meet any of the following requirements:

2.4.1.1 Applicant has had service of a comparable nature with City at another service location within past two (2) years and was not delinquent in

payment to any utility during the last twelve (12) consecutive months, or disconnected for nonpayment, or has not had an unpaid final bill.

2.4.1.2 Applicant can provide a letter regarding credit or verification from an electric utility where service of a comparable nature was received within the last two (2) years. The letter must state that: (i) the Applicant maintained a satisfactory payment history at the time service was discontinued; and (ii) the service was provided for a continuous period of at least twelve (12) consecutive months. Satisfactory payment history shall mean no delinquent payments during the last twelve (12) consecutive months of service.

2.4.1.3 Applicant provides a guarantor, satisfactory to the City, to secure payment of bills for the service being requested. Guarantor must be a City of Needles resident with no delinquent payments during the last twenty-four (24) months.

2.4.2 Residential establishment of security deposit. When credit cannot be established as provided for in section 2.4.1 hereof or when it is determined that applicant left an unpaid final bill owing to another utility, applicant may be required to place a cash deposit to secure payment of bills for service.

2.5 Establishment of nonresidential credit or security deposit.

2.5.1 Nonresidential establishment of credit. Customer(s) must provide a lease or Grant Deed to have service established. City shall not require a security deposit from a new Applicant for nonresidential electric service if applicant is able to meet any of the following requirements:

2.5.1.1 Applicant shall have maintained service of a comparable nature with City, or with another service provider, for a minimum period of one (1) year within the preceding two (2) years, and shall not, during the twelve (12) consecutive months immediately preceding application, have been delinquent in the payment of any utility charges, disconnected for nonpayment, or subject to an unpaid final bill.

2.5.1.2 Applicant shall provide a letter of credit or verification from the electric utility with which service of a comparable nature was most recently maintained, which letter shall state that the Applicant had a satisfactory payment history at the time of discontinuance of such service, and that such service was maintained for a minimum of twelve (12) consecutive months.

2.5.2 Nonresidential establishment of security deposit. All nonresidential Customers may be required to:

2.5.2.1 Place a cash deposit to secure the payment of bills for service as prescribed herein, or

2.5.2.2 Provide a non-cash security deposit in the form of a surety bond, an irrevocable letter of credit, or an assignment of funds, in an amount equal to the required security deposit. Large Commercial Customers shall be subject to section 2.7.3 and shall maintain a security deposit on file with City at all times during the term of service. For purposes of Chapter 6C, a Large Commercial Customer shall mean a nonresidential Customer occupying a building or service space of twenty thousand (20,000) or more in the City of Needles.

2.6 Re-establishment of security deposit.

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

2.6.2 Nonresidential. City may require a nonresidential Customer to establish or reestablish a security deposit under any of the following circumstances: (i) Customer has become delinquent in payment; (ii) Customer has been disconnected for nonpayment within the preceding twelve (12) months; or (iii) Customer's financial condition is determined, on the basis of a credit investigation, notice of financial reorganization, or bankruptcy filing, to jeopardize the timely payment of amounts due. Large Commercial Customers shall be subject to section 2.7.3 and shall maintain a security deposit on file with City at all times during the term of service.

2.7 Security deposits.

2.7.1 A residential Customer shall be required to provide a cash security deposit in an amount equal to one and one-half (1.5) times the highest monthly bill incurred by the prior customer at the residence during the months of June through September, or one hundred fifty dollars (\$150.00), whichever amount is greater.

2.7.1.1 Deposits will automatically be refunded after twelve (12) months of service, provided Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the previous twelve (12) consecutive months, unless Customer has filed bankruptcy.

2.7.2 Nonresidential security deposits may be either cash or noncash, as described in 2.7.2.1, and shall be in the amount of two and one-half (2.5) times the previous Customer's highest monthly bill (June through September) at the non-residential location where the new account is established.

2.7.2.1. All cash and noncash security deposits held for non residential customers, excluding Large Commercial Customers which are addressed in section 2.7.3 below, by City shall be reviewed upon Customer's completion of twenty-four

(24) months of service. Such deposits shall be refunded or released, provided that Customer has not been delinquent in the payment of bills or disconnected for nonpayment during the preceding twelve (12) consecutive months, unless Customer's financial condition, as determined by City, warrants the continued retention of the security deposit. Deposits not refunded or released at the conclusion of the initial twenty-four (24) month period shall be reviewed annually thereafter to determine whether Customer qualifies for the return or release of the deposit.

2.7.3 Deposits for Large Commercial Customers may be provided in cash or noncash, in a form acceptable by City, and shall be in the amount of eighty thousand dollars (\$80,000) for each twenty thousand (20,000) square feet of building space. Such deposits shall remain on file for a minimum period of three (3) years, after which they may be replaced with a security bond. All security bonds shall be subject to renewal, with satisfactory assurance of renewal provided to City. The cash or noncash security deposits for Large Commercial Customers shall be on file with City during the term of service.

2.7.4 City reserves the right to increase or decrease the security deposit amount when Customer's average consumption changes by more than ten percent (10%) for residential accounts within the twelve (12) consecutive month period and five percent (5%) for nonresidential accounts within the twelve (12) consecutive month period. Separate security deposits may be required for each location.

2.7.5 Customer security deposits shall not preclude City from terminating an agreement for service or suspending service for any failure in the performance of Customer obligations under an agreement for service.

2.7.6 Cash deposits held by City shall not earn interest. Deposits on inactive accounts may be applied to the final bill and the balance, if any, will be refunded to Customer of record within sixty (60) days.

2.7.7 If Customer terminates service with City, the security deposit may be credited to Customer's final bill.

2.7.8 In implementing the foregoing provisions, City shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

2.8 Line extensions. Installations requiring City to extend its facilities in order to establish service will be made in accordance with City's conditions governing extensions of electric distribution lines and services.

3. Rates.

3.1 Rate information. City shall provide a copy of the rate schedule to the Customer, when requested. In addition, City shall notify Customers of any change in rate schedules affecting those Customers.

3.2 Rate selection. Customer's service characteristics and service requirements determine the selection of the applicable rate schedule. City will use reasonable care in initially establishing service to the Customer under the most advantageous rate schedule applicable to the Customer. However, because of varying Customer usage patterns and other reasons, City cannot guarantee that the most economic applicable rate will be applied. City will not make any refunds in any instances where it is determined that Customer would have paid less for service had Customer been billed on an alternate applicable rate or provision of a rate.

4. Billing and collection.

4.1 Customer service installation and billing. Service billing periods normally consists of approximately thirty (30) days unless designated otherwise under the rate schedules or at City option.

4.1.1 Customer service installations will normally be arranged to accept only one type of standard service at one point of delivery to enable service measurement through one meter. If Customer requires more than one type of service, or total service cannot be measured through one meter according to City's normal practice, separate meters will be used and separate billing rendered for the service measured by each meter.

4.1.2 City shall ordinarily install a separate meter and issue a separate bill for each individual premise. However, adjacent and contiguous premises that are not separated by private or public property or right-of-way, and that are operated as a single, integrated unit under the same name and as part of the same business enterprise, shall be deemed a single premise for purposes of metering and billing.

4.1.3 When regular, accurate meter readings are not available or the electric usage has not been accurately measured, City may estimate Customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use, and general characteristics of Customer's load and operation.

4.1.4 In the event a meter error is discovered through a meter test, City may issue an adjusted bill to Customer for the amount of any undercharge and shall provide Customer with a refund or credit for the amount of any overcharge. Such adjustment bill shall be computed as follows:

4.1.4.1 Fast meter. If a meter is registering more than two percent (2%) fast, City shall refund to Customer the amount of the overcharge based on the corrected meter readings or the utility's estimate of the energy usage either for the known period of the meter error or, if the period of error is not known, for the period during which the meter was in use, in either situation for a period not exceeding one (1) year.

4.1.4.2 Slow meter. If a meter for residential service is registering more than twenty-five percent (25%) slow, or a meter for any other class of service is registering more than two percent (2%) slow, City may bill Customer for the amount of the undercharge based on corrected meter readings or City's estimate of the energy usage either for the known period of meter error or, if the period of the meter error is not known, for the period the meter was in use, in either situation the billing shall not exceed three (3) months for residential service and one (1) year for any other class of service.

4.1.4.3 Nonregistering meter. If a meter is found to be nonregistering, City may bill Customer for the amount of the underbillings based on City's estimate of the electric service used but not registered, for a period not exceeding one year.

4.1.5 Adjustment of bills for billing error.

4.1.5.1 A billing error is an error by City which results in incorrect billing charges to Customer. Billing errors may include incorrect meter readings or clerical errors by a City representative such as applying the wrong rate, wrong billing factor or an incorrect calculation. Billing error does not include a meter error or unauthorized use, nor any error in billing resulting from the meter dial "pegging" or being over if caused by other than City, switched or mismarked meters by other than City, improper Customer wiring, blown fuse in one energized conductor, inaccessible meter, failure of Customer to notify City of changes in Customer's equipment or operation, or failure of Customer to take advantage of a rate or condition of service which Customer is eligible.

4.1.5.2 Where City overcharges or undercharges a Customer as the result of a billing error, City may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to Customer for the amount of the overcharge, for the period of the billing error, but not to exceed three (3) years in the case of an overcharge, and, in the case of an undercharge not to exceed three (3) months for residential service and one (1) year for any other class of service.

4.2 Collection policy. The following collection policy shall apply to all Customer accounts:

4.2.1 All bills rendered by City are due and payable no later than nineteen (19) days from the billing date. Any payment not received within this time frame shall be considered past due. Bills for which payment has not been received within ten

(10) days of the past due date will be considered delinquent. All delinquent bills shall be subject to the provisions of City's termination procedure. City reserves the right to suspend or terminate Customer's service for:

- (a) Nonpayment of delinquent service bills;
- (b) Nonpayment of service establishment charges;
- (c) Nonpayment of security deposits;
- (d) Nonpayment of meter test charges;
- (e) Nonpayment of returned check charges;
- (f) Nonpayment of late charges;
- (g) Nonpayment of collection charges; and/or
- (h) Declare past due service bill amounts, past due service establishment charges, past due security deposits, past due meter test charges, past due returned check charges, and past due collection charges subject to a late charge at the rate of eighteen percent (18%) per annum.

4.2.2 If a Customer maintains one (1) or more utility services with City and any such service is terminated for nonpayment, and Customer fails or refuses to make satisfactory payment arrangements with City, City shall be entitled to transfer, without notice to Customer, the unpaid balance of the terminated service(s) to any other active account of Customer. In addition, unpaid balances on active accounts may be transferred, without notice to Customer, to any other active account of Customer if Customer refuses to pay. Failure to pay the active account following such transfer shall result in the suspension or termination of service under that account. Notwithstanding the foregoing, residential electric service shall not be discontinued solely due to nonpayment of other classes or types of electric service.

4.3 Responsibility for payment of bills. Customer is responsible for the payment of bills for energy use recorded by the meter or estimated by City, until service is ordered discontinued, and City has had two (2) working days' time to secure a final meter reading.

4.3.1 When an error is found to exist in the billing rendered to Customer, City will correct such an error to recover or refund the difference between the original billing and the correct billing. Such adjusted billings will not be rendered for periods in excess of three (3) years from the date the error is discovered. Any refunds to Customers resulting in adjusted billings will be made promptly upon discovery by City. Under billings by City shall be billed to Customer who may be given up to one (1) year to pay if the underbilling is less than One Thousand Dollars (\$1,000.00), and up to one (1) year and six (6) months to pay if underbilling is more than One Thousand Dollars (\$1,000.00), without late payment penalties.

4.4 Returned checks. If City is notified by Customer's bank that a check tendered by Customer will not be honored, Customer shall be required to remit payment

in cash, by money order, certified check, or by such other means as will guarantee payment to City.

4.4.1 Customer shall be charged a fee of Twenty-Five Dollars (\$25.00) for the 1st occurrence and Thirty-Five Dollars (\$35.00) for any occurrence thereafter for each instance where Customer tenders payment of a bill with a check which is not honored by Customer's bank.

4.4.2 The tender of a dishonored check shall in no way:

(a) Relieve Customer of the obligation to render payment to City under the original terms of the bill; or
(b) Defer City's right to terminate service for nonpayment of bills.

4.5 Collection charge.

4.5.1 If a termination of service is required at the site of the equipment other than the meter, a reconnection charge established by City's cost of services fee schedule must be paid before service re-establishment. Customer shall be billed the normal service establishment charge in addition to the above reconnect charge on the next month's billing.

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

4.6 Payment assistance and counseling. City will provide the following services to residential Customers unable to pay their bills.

4.6.1 City will offer an installment payment plan to allow Customer to amortize past due and current amounts over a reasonable period of time. A Customer who defaults on an installment payment plan may not qualify for future installment payment arrangements. If a Customer does not comply with the terms of a payment arrangement, services will be automatically terminated without further notice. In order to reconnect service, the full amount owed must be paid.

4.6.2 Customer making payments on an installment payment plan must keep the account current as charges for service accrue.

4.6.3 City will furnish Customer, upon request, information on the availability of alternate sources of financial assistance.

4.6.4 A permanent payment due date shall be offered to residential Customers only. Residential Customers may elect a permanent payment date, which extends the utility bill due date beyond the standard nineteen (19) days from issuance.

All nonresidential Customers shall remain subject to the standard nineteen (19) day due date for payment of their utility bills.

4.7 "STOP LOSS / MAXIMUM DELINQUENCY/COLLECTION POLICY"

4.7.1 Stop-Loss Maximum. A "stop-loss" maximum amount equal to one (1) month's billing period is hereby established. Once a Customer's account reaches the stop-loss maximum amount, City shall provide the Customer with a warning as set forth in the Terms and Conditions for the various utilities established by City and as may be amended from time to time. The warning notice shall provide Customer with ten (10) days to pay the past due amount. If payment of the delinquent amount cannot be made in full within the ten (10) day period, Customer shall have the ability within that period to enter into an amortization agreement ("Payment Agreement") with City, agreeing and acknowledging that Customer's account must be kept current and that the past due amount must be paid in equal monthly installments over a period of six (6) to twelve (12) month period dependent on Customer's ability to pay. If payment installments are not paid as set forth in the Payment Agreement, Customer's utilities will be disconnected immediately and without further notice. A Payment Agreement shall only be offered to a Customer if such Customer has not defaulted on a prior Payment Agreement within the previous twelve (12) month period. If a Customer is on an active Payment Agreement and defaults thereon, a new Payment Agreement cannot be authorized and the full amount past due must be paid before services can be restored.

4.7.2 Restoring Services. Before the utilities may be restored, Customer shall be required to pay one-half (1/2) of the amount in arrears; however, in the event the account is in the "final status" (the final bill has been prepared and the Customer's deposit(s) have been applied to the outstanding balance), Customer shall be required to pay a new deposit in an amount as set forth in the Terms and Conditions. Customer shall also execute a separate Payment Agreement in which Customer agrees and acknowledges that Customer's account must be kept current and that the balance (the remaining one-half (1/2) of the amount in arrears) shall be paid in equal monthly installments over a period set in section 4.7.1. Customer shall further acknowledge and agree that service may be discontinued immediately, without further notice, if payment installments are not paid as set forth in the Payment Agreement and/or the current bill is not paid timely.

4.7.3 Collections. If services have been disconnected as a result of non-payment, and (1) Customer does not reactivate said services, and (2) the bill is in the final status, the final bill will be sent to a collections agency. City refers customarily refers delinquent accounts to a collection agency every six (6) months.

4.7.4 Deposits. A deposit or a letter of credit is required when a Customer is initiating electric service as set forth in the Terms and Conditions. In the event Customer receives two (2) late notices within a twelve (12) month period, a deposit will be required for continuation of service. City will provide Customer with written notice that a deposit, in the

amount equal to two (2) times Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the deposit due will be added to Customer's next utility bill. City will refund the deposit to the Customer after it has received twelve (12) months of timely payments from the Customer. City will refund the deposit to the residential Customer after it has received twelve (12) months of timely payments, and two (2) years for all other nonresidential Customers. The security deposit for Large Commercial Customers as set forth in section 2.7.3 shall be on file with City during the term of service.

4.7.5 Subsequent Deposit. In the event that, after the deposit has been refunded to Customer, Customer receives two (2) late notices within a twelve (12) month period, a subsequent/new deposit will be required for continuation of service. City will provide Customer with written notice that a new deposit, in the amount equal to two (2) times Customer's highest monthly bill during the previous twelve (12) month period, is due. The amount of the new deposit due will be added to Customer's next utility bill. City will refund the deposit to Customer after City has received twelve (12) months of timely payments from Customer. (596-AC)

5. Service responsibility of City and Customer.

5.1 Responsibility -- Use of service or apparatus. City and Customer assume all responsibility on their respective sides of the point of delivery for the electric service supplied and received, as well as for any apparatus used in connection therewith.

5.1.1 Customer and City each shall save the other harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from the electric service or the use thereof on their respective sides of the point of delivery. City shall, however, have the right to suspend or terminate service in the event City should learn of service use by Customer under hazardous conditions or for illegal purposes.

5.1.2 Customer shall exercise all reasonable care to prevent loss or damage to City property installed on Customer's premises for the purpose of supplying service to Customer.

5.1.3 Customer shall be responsible for payment of loss or damage to City property on Customer's premises arising from neglect, carelessness or misuse, and shall reimburse City for the cost of necessary repairs or replacement.

5.1.4 Customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, interfering, tampering or by-passing City's meter.

5.1.5 Customer shall be responsible for notifying City of any failure in City's equipment.

5.2 Service interruptions -- Limitations on liability of City. City shall not be liable to Customer for any damages occasioned by fluctuations, interruptions or curtailment of electric service except where caused by City's willful misconduct or gross negligence. City may, without incurring any liability therefore, suspend Customer's electric service for periods reasonably required to permit City to accomplish repairs to or changes in any of City's facilities.

5.2.1 In the event of a national emergency or local disaster resulting in disruption of normal service, City may, in the public interest, interrupt service to other Customer to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

5.3 City access to Customer premises. City's authorized agents shall have safe access to Customer's premise at all reasonable hours to install, inspect, read, repair or remove its meters; to install, operate or maintain other City property, and to inspect and determine the connected electrical load. Neglect or refusal on the part of the Customer to provide such access shall be sufficient cause for discontinuance of service by City, and assurance of access may be required before service is restored.

5.4 Easements. All suitable easements and rights-of-way required by City for any portion of the extension which is on premises owned, leased or otherwise controlled by Customer shall be furnished in City's name by Customer without cost to City and in reasonable time to meet proposed service requirements. All easements and right-of-way obtained on behalf of City shall contain such terms and conditions as are acceptable to City.

5.5 Load characteristics. Customer shall exercise reasonable care to assure that the electrical characteristics of its load, such as unusual short interval fluctuations in demand, shall not be such as to result in impairment of service to other Customers or interference with operation of telephone, television or other communication facilities. The deviation from phase balance shall not be greater than ten percent (10%) at any time. The power factor of the load shall not be less than ninety percent (90%) lagging, but in no event leading, unless agreed to by City. In the event that Customer does not maintain such power factor, at the option of City, kva shall be substituted for kW in determining the applicable charge for billing purposes for each month in which such failure occurs.

6. Metering and metering equipment.

6.1 Customer equipment. Customer shall install and maintain all wiring and equipment beyond the point of delivery. Except for City's meters and special equipment, Customer's entire installation must conform to all applicable construction standards and safety codes, and if an inspection or permit is required by law or by City, the same must be furnished by Customer.

6.1.1 Customer shall provide in accordance with City's current service standards, at no expense to City, and close to the point of delivery, a sufficient and suitable space acceptable to City's representative for the installation of City's metering equipment.

6.1.2 Customer shall provide and maintain a clear and unobstructed work space that extends a minimum radius of three feet from the face of the electrical entrance section, and a clear and unobstructed walkway to the meter location of a minimum width of three feet. The electric entrance section work space shall have a level floor surface and a height minimum of six feet six inches to any overhead obstruction.

6.1.3 Customer shall, at his/her own expense, relocate meter or meters to a new and approved location whenever the existing meter or meters become inaccessible or work space cannot be maintained.

6.2 Service connections. City will not install and maintain any lines and equipment on Customer's side of the point of delivery except its meter. For the mutual protection of Customer and City, only authorized employees of City are permitted to make and energize the connection between City's service wire and Customer's service entrance conductors. Such employees carry credentials which they will show upon request.

6.3 Measuring Customer service. All the energy sold to the Customer will be measured by a commercially acceptable measuring device owned and maintained by the City, except where it is impractical to meter loads such as street lighting, security lighting, or special installations in which case the consumption may be calculated.

6.3.1 The readings of City's meters will be conclusive as to the amount of electric power supplied to Customer unless, there is evidence of meter tampering or energy diversion, or unless a test reveals City's meter is in error by more than plus or minus two percent (2%).

6.3.2 If there is evidence of meter tampering or energy diversion, Customer will be billed for the estimated energy consumption that would have been registered had all energy usage been properly metered.

6.3.3 If any meter after testing is found to be more than two percent in error, either fast or slow, proper correction shall be made of previous readings, and an adjusted bill shall be rendered per section 4.1.4. Customer will be billed for the estimated energy consumption that would have been registered had the meter been operating properly.

6.3.4 City shall, at the request of Customer, reread Customer's meter within ten (10) working days after such request by Customer. The cost of such rereads, which is Ten Dollars (\$10), may be charged to Customer, provided the original reading was not in error.

6.4 Meter testing.

6.4.1 City shall test its meters regularly in accordance with a meter testing and maintenance program.

6.4.2 City will individually test a meter upon Customer's request. If meter is found to be within the two percent (2%) limit, City may charge Customer Twenty-Five Dollars (\$25) for the cost of the meter test. The results of the test will be furnished to the Customer within a reasonable time after the test.

6.4.3 Customer shall have the right to observe any individual meter test he/she has requested, or to have present an expert or other representative appointed by him.

6.5 Master metering.

6.5.1 Resale of electricity. Customer shall not resell electricity from City to any person except:

(a) Where energy is purchased at rates specifically applicable to resale service, or

(b) Where the charge to the tenants is absorbed in the rental for the premises or space occupied, or

(c) Where Customer is owner, lessee or operator of a multi-family housing or similar facility, and submeters and resells electricity to tenants at the same rates and charges that City would charge for the service if supplied by it directly, or

(d) Qualifies for submeter resale under the criteria identified in section 6.5.4.

6.5.2 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless construction and/or expansion is individually metered by City.

6.5.3 Residential -- Apartment complexes -- Condominiums and other multiunit residential buildings. City shall refuse service to all new construction of apartment complexes and condominiums which are master metered unless the building(s) will be served by a centralized heating, ventilation and/or air conditioning system and the contractor can provide to City an analysis demonstrating that the central unit will result in a favorable cost/benefit relationship for the residents.

6.5.4 RV parks, marinas, small craft harbors and similar type service. Master metering will be allowed at RV parks, marinas, small craft harbors and similar type

of services. The master meter Customer may submeter individual spaces, slips or berths. An "extended stay" or permanent residential, commercial, recreational or similar facilities shall be individually metered by City. Existing master metered facilities shall be exempt from these requirements, except for any new facilities that are added to the RV park, marina, small craft harbor, etc., after the effective date of these terms and conditions. The rates and charges to the submeter user must not exceed those that would be applied if user was purchasing electricity directly from City.

7. Termination of service.

7.1 Customer initiated termination. A Customer requesting termination of electric service must provide City with at least two working days' notice and a disconnect date. Customer shall remain responsible for all energy use until two working days after the disconnect notice or the requested disconnect date, whichever is later.

7.2 Termination of residential service to ill, elderly or handicapped Customers.

7.2.1 Residential Customers who are ill, elderly (over sixty-five years of age) or handicapped persons who have an inability to pay for their service will not be terminated until all of the following have been attempted.

(a) Customer has been made aware of the availability of funds from various governmental and social assistance agencies of which City is aware.

(b) City has made a diligent effort to notify a third party previously designated by Customer.

(c) City has attempted to make satisfactory payment arrangements with Customer and/or previously designated third party.

7.2.2 Residential service shall not be terminated for nonpayment if Customer or a household member depends on life-support equipment or has a life-threatening condition certified by a licensed physician, provided Customer is financially unable to pay and is willing to enter into an amortization agreement for the unpaid charges.

7.2.3 A Customer relying on the provisions of section 7.2.2 shall notify City prior to the termination date set forth in the notice that Customer or a household member depends on life-support equipment or has a life-threatening condition that would be compromised by termination of services. Further, Customer shall (i) provide certification of a licensed physician as required in section 7.2.2, and (ii) enter into a deferred payment agreement with City within ten (10) days after the scheduled termination date or service may be terminated with two (2) days' notice.

7.3 Termination with notice. City may, without liability for injury or damage, disconnect service to any Customer for any of the reasons stated below, provided City has met the termination notification requirements.

7.3.1 City may disconnect service after written notification for the following reasons:

- (a) Customer violation of any City rate schedules.
- (b) Failure of Customer to pay a delinquent bill for service.
- (c) Failure of Customer to meet or maintain deposit requirements.
- (d) Failure of Customer to provide reasonable access to City's equipment and property.
- (e) Customer breach of contract for service between City and Customer.
- (f) Failure of prior Customer to pay a delinquent bill for service where the prior Customer continues to reside on premises.
- (g) When necessary for City to comply with an order of any governmental agency having such jurisdiction.
- (h) Customer fails to establish credit, after City, for Customer convenience, provided service before credit is established or continued service to Customer when credit was to be re-established.
- (i) City shall have the right to (but not the obligation) to remove any and all of its property installed on the Customer's premises upon termination of service.

7.3.2 Termination notice requirements.

a) A ten (10) day advance notice of intent to terminate service for nonpayment and reasons other than nonpayment shall be provided. Customers are solely responsible for monitoring and paying past due balances reflected in their utility bills. Such notice may be included with, or issued as part of, Customer's monthly billing statement. All ten (10) day notices shall be mailed to Customer's last known address. The failure of a Customer to receive such notice shall not exempt Customer from disconnection of service for nonpayment. Upon request, Customers may obtain a copy of the mailed ten (10) day notice.

b) A twenty-four (24) hour advance written notice shall be provided for termination of service due to dishonored checks (NSF). If a check tendered for payment of a deposit is dishonored, utility services shall be disconnected until payment in cash is received. Any Customer whose check is returned for insufficient funds shall be required to make all subsequent payments by cash, money order, or credit/debit card for a period of six (6) months.

c) Notice shall state the reason for termination.

d) Notice shall be considered given to Customer when a copy thereof is delivered to the service location or posted first class in the United States Postal Service addressed to Customer's last known address. These notices are provided as a courtesy.

f) If the violation identified in the notice has not been remedied, service may be terminated on or after the date specified in the notice without the issuance of further notice.

g) Service may only be terminated in conjunction with a personal visit to the premises by an authorized representative of City.

h) City shall have the right, but not the obligation, to remove any of its property from the premises upon termination of service.

i) When an account is terminated for nonpayment, the disconnection notice delivered to the premises shall reflect both (i) the amount stated in the ten (10) day notice, and (ii) the current bill, to reflect the total amount due. Full payment of the total amount shall be required to restore service.

7.5 Restoration of service. City shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of City.

7.6 Master meter Customers. When master metered accounts are being terminated with notice, City will make a good faith effort to notify actual users prior to the termination. The notice may be posted in a common area of the complex or building, mailed to individual apartments, spaces or suites, or hand delivered. The notice shall provide the user the right to become a Customer without being required to pay the amount due on the account. However, any conversion of service entrance equipment required to accept City service will be the user's responsibility.

8. Disputed bills and complaints.

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

8.2 Unresolved bill inquires and complaint investigation. If a Customer is not satisfied with the investigation and/or action completed by the City's utilities office, the Customer may elevate the inquiry or complaint to the next level within City staff, in the order recommended below:

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

8.3 Appeal to the City's Board of Public Utilities. A Customer who is not satisfied or believes the staff investigation results are incorrect or unfair, may appeal to the City's Board of Public Utilities ("Utilities Board"). The Utilities Board will hear only appeals that have not been resolved to Customer's satisfaction after the City Manager has finalized his/her review. A form to request an appeal is available at the utilities office and must be submitted at least two (2) weeks prior to a regularly scheduled Utilities Board meeting to ensure placement on the agenda. Customer is encouraged to be present at the Utilities Board hearing or have a representative present.

8.4 Appeal to the City Council. A Customer who remains unsatisfied after appealing their concerns to the Utilities Board, may appeal to the City Council for final resolution within fourteen (14) days of the date of the Utilities Board's decision. The City Clerk will assist Customer with scheduling the appeal. The Customer or his representative must be present at the City Council meeting for the appeal to be heard and/or acted upon.

8.5 Payment of disputed bills. A Customer who has requested an investigation or who is appealing a determination shall not have the electric service disconnected for nonpayment of the disputed bill. If the Customer is disputing multiple months of billing, payment for one of the months being disputed may be withheld pending determination, but all remaining months being disputed must be paid to avoid being disconnected for nonpayment. Customer must pay subsequent bills to a disputed bill, to avoid being disconnected for nonpayment.

9. Removal of facilities. Upon the termination of service, City may without liability for injury or damage, dismantle and remove its facilities installed for the purpose of supplying service to Customer and City shall be under no further obligation to serve Customer. If, however, City has not removed its facilities within one (1) year after termination of service, City shall thereafter give Customer thirty (30) days' written notice before removing its facilities, or else waive any re-establishment charge within the next year for the same service to the same Customer at the same location.

For purpose of this section, notice to Customer shall be deemed given at the time such notice is deposited at the U.S. Postal Service, first class mail, postage prepaid, to Customer at his/her last known address.

10. Prohibited service uses. Customer shall not use electric service for the following uses or activities. These prohibitions are necessary to prevent electric shortages and to avoid supplier penalties for excess demand requirements.

10.1 Outdoor advertising signs and lighting.

10.1.1 Illuminated billboards, signs or similar advertising or identifying signs or equipment shall not be illuminated with City electric service during daylight hours.

10.1.2 Mechanized billboards, signs or similar advertising or identifying signs or equipment shall not be operated with City service during daylight hours.

10.1.3 A nonresidential Customer may, without restricted hours of use, illuminate with City service a time and temperature sign, and two (2) business signs on its premises.

10.2 Decorative and functional outdoor lighting.

10.2.1 Outdoor lighting necessary for public safety, security, or required by law shall be exempt from the below restrictions. However, Customer shall minimize the number of lighting fixtures, and shall use energy efficient lighting for all outdoor lighting applications.

10.2.2 Nonresidential Customers shall not operate any outdoor decorative, architectural or advertising "highlighting" or floodlighting, area, spot or other similar lighting during daylight hours.

10.3 Indoor business lighting.

10.3.1 Indoor lighting necessary for public safety, security, or required by law shall be exempt from the restrictions below. However, such Customer shall limit the number of fixtures used and shall use energy efficient lighting for all indoor lighting.

10.3.2 Nonresidential Customers shall reduce lighting levels to the minimum required for security at all times the building is not occupied.

10.3.3 Customer shall not operate window display lighting during daylight hours.

10.4 Electric heating and cooling.

10.4.1 Nonresidential Customers shall be exempt from the following restrictions if higher temperatures are required for physician-certified medical reasons, mandated by law, or necessary for the preservation of perishable foods as part of their principal operations.

10.4.3 Nonresidential Customers shall not use electric services for heating/cooling during non-business hours, unless the building is occupied, or Customer can establish, and City agrees, that a net energy savings can be achieved by operating the space conditioning equipment during non-business hours.

10.4.4 Nonresidential Customers shall not heat or cool unoccupied hotel, motel or similar guest accommodation facilities in vacant guest rooms.

10.4.5 Nonresidential Customers whose building is equipped with a system that both heats and cools simultaneously, or that depends on electric lighting for total or partial heating shall operate the system to minimize electric energy use, and as close to the above guidelines as practical.

10.5 Swimming pool/spa pumps and filtration.

10.5.1 Timers shall be installed on all swimming pool pumps and filtration equipment.

10.5.2 Customer shall set the timer to between the hours of 9:00 P.M. and 9:00 A.M.

10.5.3 Customer may operate circulating pumps for solar pool heating equipment during daylight hours without restriction, except for the motor size limitations below.

<u>Pool or Spa Sq. Ft. of Surface Area</u>	<u>Maximum Allowed Motor Size</u>
520 or less	$\frac{3}{4}$ H.P.
521 -- 800	1 H.P.
801 -- 1200	1-1/2 H.P.
Over 1201	Max. 1 H.P./800 sq. ft.

10.6 Noncompliance. City shall discontinue service to a Customer for noncompliance with the prohibited uses of electric energy, if after notice Customer does not correct the violation within five (5) days. Service will not be reestablished until after Customer has complied.

10.7 Exemption procedure. A Customer may request a special use exemption for a prohibited activity. The request must be in writing and shall be submitted to the Utilities Board. The request must explain why the exemption is being sought, the benefits Customer will receive from such use, the approximate amount of energy required and the desired time period. Board approval must be received prior to Customer using service for a prohibited activity.

11. Curtailment. When the availability of service is restricted and a reduction of service is required to maintain the integrity of part or the total electric system, Customer will be notified by City to reduce or terminate use of service. Such notifications may be made by mail, phone, or in person. City will curtail service on a proportionate basis, where possible, and will give service priority to Customers and/or Customer classes where health, safety and welfare will be adversely affected, when possible. Customers, who refuse or do not comply with curtailment requirements, may be terminated by the City. A service re-establishment charge of Two Hundred Dollars (\$200.00) will be assessed for a first-time violation, Five Hundred Dollars (\$500.00) for second violation, and One Thousand Dollars (\$1,000.00) for a third violation. A Customer who violates curtailment requirements more than three times will not be allowed to reestablish service.

12. Successors and assigns. Agreements for service shall be binding upon and for the benefit of the successors and assigns of Customer and City, but no assignments by Customer shall be effective until Customer's assignee agrees in writing to be bound and until such assignment is accepted in writing by City.

13. Warranty. There are no understandings, agreements, representations or warranties, expressed or implied (including warranties regarding merchantability or fitness for a particular purpose), not specified herein concerning the sale and delivery of electricity by City to Customer. These terms and conditions state the entire obligation of City in connection with such sales and deliveries. (Ord. 404-AC; Ord. 463-AC.)

Article 6C-2

Sec. 6C-2-1. Conditions governing the extension of electric distribution and services. Application for City's electric service often involves construction of new facilities for various distances and costs depending upon Customer's location, load size and load characteristics. With such variations, it is necessary to establish conditions under which City will extend its facilities.

All extensions are subject to the availability of adequate capacity, voltage and City facilities at the beginning point of an extension. These rules shall govern extensions of both overhead and underground electric facilities to Customers whose requirements are deemed by City to be usual and reasonable in nature.

1. Basis for extensions.

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

2. Extension conditions.

2.1 Underground construction required. All new electric extensions shall be underground construction and must comply with the requirements of section 4 below. At City option, underground construction variances may be allowed for the following conditions.

2.1.1 Overhead single or three phase service lines may be constructed, if the distribution system the service line is connected to is overhead. Service lines are defined as those lines that connect directly to a transformer or secondary voltage delivery system, and are the lines extended to Customer's electric entrance equipment. However, overhead service lines may not be constructed when Customer is located in an existing or proposed overhead to underground conversion area, or in an existing or proposed underground development.

2.1.2 At City's option, twelve Kv feeder lines (as defined by City), and lines of voltages higher than twelve Kv may be constructed overhead, even though such lines are being constructed in an underground development. The construction of such lines shall not exempt Customer from undergrounding all other facilities, including any services being extended from such overhead lines.

2.1.3 At City's option, an overhead line may remain as part of a new extension, if there is an existing distribution pole line(s) on or across a recorded subdivision or development at the time of application, and the line will be utilized in the extension. However, this condition shall not apply if the pole line were serving a building or group of buildings or any other type of service which would be removed before the development is completed.

2.1.4 An overhead extension may be constructed when, in City's opinion, an underground extension is not feasible from either an engineering, operation or economic standpoint.

2.2 Irrigation Customers. Customers requiring construction of electric facilities for service to irrigation pumping will advance the total cost of construction, which may include a portion of the cost from designated irrigation substations. Advances are subject to refund as specified in section 3 below.

2.3 Temporary Customers.

2.3.1 General. Service to be rendered to a Customer for a period of less than twelve (12) consecutive calendar months shall be extended as a temporary service. City, at its option, may classify any facilities that are known to be removed after a specific period, or upon completion of a project as temporary, even though service may be rendered beyond twelve (12) consecutive months.

2.3.2 Where a temporary meter or construction meter is required to provide service to a Customer, then Customer in advance of installation or construction shall make a nonrefundable contribution equal to the cost of installing and removing the facilities required to furnish service, less the salvage value of such facilities. When the use of the service is discontinued or agreement for service is terminated, City may dismantle its facilities, and the materials and equipment provided by City will be salvaged and remain its property.

2.3.3 Construction meters which are positioned in the permanent Customer's meter location, and that require no change in the service conductor size or length to serve the permanent Customer's facilities, shall be considered permanent.

2.4 Real estate development. Extensions of electric facilities within real estate developments including residential subdivisions, industrial parks, mobile home parks, apartment complexes, planned area developments, etc., may be made in advance of application for service by permanent Customers. These extensions are eligible to qualify for either the economic feasibility, responsible resource development, or the economic development extension bases, depending upon development type. Anticipated revenues for real estate development extensions shall be calculated by City based upon the estimated electric energy to be used at each Customer location. Revenue estimates shall be made from comparable development revenue histories, and/or load information provided by the developer. Only City determined estimated revenues shall be used for economic feasibility studies.

2.4.1 Mobile home parks. City shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by City.

2.4.2 Apartment complexes, condominiums and other multiunit residential buildings. City shall refuse service to all new construction and/or expansion of apartment complexes and condominiums unless the construction or expansion is individually metered by City.

2.5 Seasonal Customers. Extensions of electric facilities to Customer's premises, which will be continuously occupied less than nine (9) months out of each twelve (12) month period may be made only on an economic feasibility basis.

3. Refunds.

3.1 General policy.

3.1.1 Revenues from Customers being served by an extension connected to the extension being surveyed, shall be considered only if the connected extension was made under the footage, economic feasibility, responsible resource development, or economic development basis. Such connected extensions, to be qualified for refund consideration, must have at least one active Customer within five hundred feet from the interconnection point of the extension being surveyed.

3.1.2 City shall conduct a refund survey on the annual anniversary of the execution date of the extension agreement. The survey shall use the extension basis criteria in force at the time the extension was installed to calculate any refunds. City reserves the right to apply any extension refunds to Customer's account(s), if any account(s) are delinquent or past due. Refunds shall never exceed the amount originally advanced.

3.1.3 Refunds can only be made to Customer, developer or developer's company, whoever executed the extension agreement. If development or property ownership or control changes during the refund period, it is Customer/developer's responsibility to form a refund resolution agreement between the parties of such a transaction. City will not honor any contractual or other arrangement that transfers the refund from the original Customer/developer, who executed the extension agreement to another party, even if a refund resolution agreement exists between the parties.

3.2 In lieu of revenue surveys, City may determine the number of permanent Customers connected to the extension for a residential real estate development, and a refund may be made on a "per" Customer basis. Refunds for each permanent Customer shall only be refunded one time. A permanent Customer must have service installed and be an active account at the time of the refund survey to be qualified for the refund study. The City shall specify in the extension agreement, the amount of refund per permanent Customer connected and may require a number of "qualified" Customers be connected to an extension prior to the extension qualifying for a refund survey. Once a permanent Customer has been included in a refund survey. Once a permanent Customer has been included in a refund survey, Customer shall not be counted in future surveys, regardless if such Customer is active or inactive at the time of the survey.

4. Underground construction.

4.1 General policy.

4.1.1 Customer or developer shall provide all earthwork including, but not limited to trench, boring or punching, conduits, vaults, pull boxes, manholes,

cabinet pad sites, shoring, bedding, backfill, compaction and surface restoration, in accordance with City specifications.

4.1.2 Customer or developer shall conform to City's underground installation and utility facility placement specifications and standards.

4.1.3 Customer or developer shall provide and install conduit, manholes, vaults, pull boxes, and sweeps at all proposed equipment locations. All materials and installation shall meet City specifications.

4.1.4 Customers or developers requesting underground extensions may be required to sign an underground electric extension agreement.

4.1.5 If, after construction of the extension, final clearance or grade is changed in such a way as to require relocation of the underground facilities, or results in damage to such facilities, the cost of such relocation and/or resulting repairs shall be borne by Customer or developer.

4.2 Inspection and City acceptance of trench and conduit.

4.2.1 City shall inspect Customer/developer installed trench and conduit on a mutually agreed upon date prior to Customer/developer shading and backfilling the trenching and conduit. Phased inspection may be required, and the completion and inspection dates for each phase shall be agreed to by Customer/developer and City.

4.2.2 When City has approved the trenching and conduit installation, a second inspection date shall be mutually agreed to for inspection of the trench and conduit after shading and prior to backfill.

4.2.3 When the trench and conduit shading has been approved, Customer/developer shall complete backfilling and compaction of the trench. City shall inspect final trench backfill and compaction, and approve prior to final surface restoration.

4.2.4 When the backfill and compaction has been approved, Customer/developer must complete final surface restoration of existing roadways, sidewalks, bike paths, etc. as specified by City. If the final surface of the trench is in a new development, actual surfacing can be completed as required, City will complete the restoration and bill Customer/developer for actual costs plus appropriate overheads and/or administrative fees.

4.3 Customer owned entrance and service vault and/or space requirements.

4.3.1 City must have immediate operating access to electrical equipment at all times. Immediate access, for City approved inside building installation, is intended to mean:

4.3.1.1 Access from outside by either a door (City to have key), manhole or vault lid with no obstructions;

4.3.1.2 A security guard on location, available on a twenty-four-hour basis, with keys and access to buildings and vaults;

4.3.1.3 Disconnecting switches that can be operated outside the building or vault that will allow disconnect of the load under emergency conditions. The cost of such switches shall be paid by Customer, and shall be a nonrefundable contribution to City's extension construction. Design of such equipment must be approved by City prior to installation.

4.3.2 Padmounted transformers and similar equipment locations must have vehicle access acceptable to City, with the construction and clearances of Customer installed traffic or decorative barriers subject to City approval. Access shall include a permanent unobstructed path of sufficient size and surface to accommodate trucks and crews necessary for equipment replacement. All equipment locations must be approved by City.

4.3.3 Vaults and transformer locations inside of buildings shall have access to the outside in such a way that the electrical equipment can be directly set by a crane in the equipment cell or on the same level as the vault.

4.3.4 There shall be permanently flat and unobstructed access from this point to the equipment cell location. Exterior equipment access to the subsurface vaults shall be through unobstructed lift slabs at or above finish grade with vehicle access acceptable to City. Access shall include a permanent unobstructed path of sufficient size and surface to support trucks and cranes necessary for equipment replacement. All vault designs and locations must be approved by City.

4.3.5 In all vaults, internal to a building, Customer will provide, at no charge to City, a telephone either inside the vault or near the entrance to the vault.

4.3.6 Customer shall not store equipment or other items in equipment rooms or vaults where electric utility equipment is located.

4.4 New underground services. Customer will supply and install service conduit, per City specifications, from service stub-outs to service entrance section riser(s).

4.4.1 Single phase services. Customer shall pay a nonrefundable contribution of four dollars and forty-five cents per foot for service extension footage in

excess of one hundred fifty feet. Excess footage service extensions will only be allowed, if such extension conforms to all City service requirements.

4.4.2 Three phase services. Customer shall pay a nonrefundable contribution of five dollars and sixty-five cents per foot for service extension footage in excess of forth feet. Excess footage service extensions will only be allowed, if such extension conforms to all City service requirements.

5. Alternate electric feeds. City will provide an alternate or loop feed to a Customer as part of an extension, if requested, and provided the following requirements are met.

5.1 General requirements.

5.1.1 Customer load must be essential to public health and/or safety, as determined by City.

5.1.2 All costs for an alternate feed shall be included in the extension cost and feasibility studies.

5.2 A nonrefundable contribution shall be aid by Customer/developer for any additional construction expenses required for the alternate feed.

5.3 Customer/developer shall conform to City's underground installation and utility facility placement specifications and standards.

6. General conditions.

6.1 Voltage.

6.1.1 The extension must be designed and constructed for the operation at standard voltages used by City in the area in which the extension is located.

6.1.2 Only one voltage and one service line will be supplied to each Customer, unless the serving of multiple voltages or service lines is beneficial to City.

6.1.3 City will provide voltages other than the nearest standard distribution voltage when one or more of the following conditions exist.

6.1.3.1 The requested voltage is more beneficial to City than additions to the standard distribution voltage in the area, such as:

6.1.3.1.1 Loads that exceed the overhead or underground design limitations for the standard distribution voltage, as determined by City;

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

6.1.3.2 Customer's load requirement (demand) is greater than one hundred KVA "Y" (120/208 or 277/480 volts).

6.1.3.3 Customer agrees to pay a nonrefundable contribution for the special equipment, and any facility charges, if required for economic feasibility.

6.2 Three phase. Extensions of three phase service are available when a Customer has installed a single piece of equipment with a seven and one-half HP (horsepower) motor or a single air conditioning unit of six tons or more, or where total connected HP of all connected three phase motors exceed twelve HP or Customer's total load exceeds one hundred KVA. If less than the above HP or connect KVA is installed, City may at its option, when requested by the Customer, serve three-phase and require a nonrefundable contribution equal to the difference in cost between single phase and three phase construction, but in no case less than one hundred dollars.

6.3 Easements. All suitable easements or rights-of-way required by City for any portion of the extension shall be furnished in City's name by Customer without cost to or condemnation by City, and in reasonable time to meet proposed service requirements. All easements and rights-of-way obtained on behalf of City shall contain such terms and conditions as are acceptable to City.

6.4 Ownership. Except for Customer-owned facilities, all construction, including that for which Customers have made advances and/or contributions, will be owned, operated and maintained by City.

6.5 Measurement and location.

6.5.1 Any measurements used for costing of facilities must be along the proposed route of construction, as determined by City.

6.5.2 Construction is to be on public streets, roadways, highways, alleys or easements acceptable to City.

6.5.3 The extension must be a branch from, the continuation of, or an addition to, one of City's existing distribution lines.

6.6 Unusual circumstances. In unusual circumstances, as determined by City, when the application and provisions of this policy appear impractical, or in case of extensions of lines to be operated on voltages other than specified in the applicable rate structure, or in case Customer's requirements exceed two thousand kW, City will make a special study of the conditions to determine the basis on which service may be provided.

6.7 Nonstandard construction. Where extensions of electric facilities require construction that is in any way nonstandard, as determined by City, or if unusual obstructions are encountered, Customer will make a nonrefundable contribution equal to the difference in cost between standard and nonstandard construction.

6.8 Abnormal loads. City, at its option, may make extensions to serve certain abnormal loads (such as: transformer type welders, x-ray machines, wind machines, excess capacity for test purposes and loads of unusual characteristics), provided Customer makes a nonrefundable contribution equal to the total cost of such extensions, including transformers and services.

6.9 Relocation and/or overhead to underground conversions.

6.9.1 City will, when practical as determined by City in its sole and absolute discretion, relocate or convert its facilities for Customer's convenience or aesthetics, provided Customer make a nonrefundable contribution equal to the total cost of relocation or conversion, including any residual value for the remove overhead facilities.

6.9.2 When the relocation or conversion is in conjunction with added revenue, as determined by City, and is not for Customer's convenience or aesthetics, then City may consider the cost of such relocation or conversion in its economic feasibility studies.

6.10 Changing a master meter to individual meters. City will convert its facilities from a master metered system to a permanent individually metered system at Customer's request, provided Customer make a nonrefundable contribution equal to the residual value, plus the removal costs less salvage of the master meter facilities. The new facilities to serve the individual meters will be extended on an economic feasibility basis.

6.11 Change in Customer's service requirements. City will rebuild or revamp existing facilities to meet Customer's added load or change in service requirements based on upon an economic feasibility study. If the estimated additional revenue from such upgrades or changes pays City's total construction costs within five (5) years for residential Customers, and two (2) years for nonresidential Customers, then such upgrades or changes shall be completed free of charge for the Customer. If the upgrades or changes do not provide adequate revenues, then the Customer shall make a nonrefundable contribution to the City for the total cost of construction. The City reserves the right to refuse such rebuild or revamp requests, when such requests are not consistent with the terms and conditions for the sale of electric services, or the City's electrical engineering standards. Residential service entrance equipment upgrades or rebuilds are exempt from these requirements.

6.12 Design deposit. Any applicant requesting City to prepare detailed plans, specifications or cost estimates may be required to deposit with City an amount equal to the estimated costs of preparation. Where the applicant authorizes City, within

twelve (12) months of the completed estimate, to proceed with construction of the extension, the deposit shall be credited to the cost of construction; otherwise the deposit shall be nonrefundable. City will prepare without charge, a preliminary sketch and rough estimate of the costs to extend electric service to a project upon request.

7. Footage basis extensions.

7.1 General policy. Footage basis extensions may be made only if all of the following conditions exist:

7.1.1 Applicant shall be a new permanent residential Customer or group of new permanent residential Customers. A Customer shall be considered permanent when:

(a) Service will be rendered to Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service; and

(d) The meter will be installed within thirty (30) days after completion of the extension.

7.1.2 The extension cannot exceed seven hundred fifty (750) feet per Customer to be connected, not a total extension distance of two thousand five hundred feet.

7.1.3 The extension must be along the shortest practical route to the nearest practical point of delivery on each Customer premises, as determined by City.

7.1.4 The estimated construction cost, including transformers and services, cannot exceed Fifteen Thousand Dollars (\$15,000).

7.2 Free extensions. The extension, (if the conditions specified in section 7.1 are met and the total extension does not exceed seven hundred fifty (750) feet per new permanent residential Customer, or a maximum of two thousand five hundred (2,500) feet for the entire extension, or Fifteen Thousand Dollars (\$15,000)), will be constructed at no cost by City.

7.3 Extensions over the free distance. Extensions over the free distance. Extensions which meet the conditions specified in section 7.1, but which exceed the free distance in section 7.2, may still qualify for a footage basis extension provided Customer or Customers sign an extension agreement and advance the cost of such additional footage.

7.4 Advances are subject to refund.

7.5 Real estate developments are not eligible for this footage basis extensions.

8. Economic feasibility basis extensions.

8.1 General policy. Economic feasibility basis extensions may be made only if all of the following conditions exist:

8.1.1 Extension shall be for a new permanent Customer or group of new permanent Customers. A Customer shall be considered permanent when:

(a) Service will be rendered to Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

8.1.2 The total extension is determined to be economically feasible for City, as defined in section 8.2.

8.1.3 Customer pays total extension costs in advance of scheduling construction, including transformers, metering and services.

8.2 Extension qualifications. Extensions shall be allowed, when the conditions in section 8.1 are met and the extension is determined to be economically feasible by City. Economic feasibility shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide and adequate rate of return on investment to City.

8.3 Extensions not qualifying. City, at its option, may extend its facilities to Customers whose use does not satisfy the economic feasibility requirements of section 8.2, provided such Customers sign an extension agreement and agree to pay a special rate or an annual facilities charge to make the facilities economically feasible.

8.4 Advances are subject to refund.

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

9.1 General policy. The responsible resource development basis extension is structured to encourage total resource management and conservation equipment, applications and appliances in residential real estate developments being served by the City. The qualifications for the responsible resource development basis are periodically modified to ensure that the criteria being used represent the current energy, water and wastewater standards and technologies within the utility and home building industries. Since the responsible resource development extension involves City financial participation, the developer may be required to provide additional development and/or financial information prior to the approval of the extension. Responsible resource development basis extensions are available only if all of the following conditions exist:

9.1.1 The residential development being developed is for new permanent residential Customers: A Customer shall be considered permanent when:

(a) Service will be rendered to the Customer for a period greater than twelve (12) months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

9.1.2 When fully developed, the electric extension(s) inside the development, shall not exceed five hundred (500) feet per permanent Customer, including service line footage.

9.1.3 The final development and/or phase of the development is determined to be economically feasible by City. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to City.

9.1.4 The developer agrees to meet the responsible resource development basis equipment, appliance and application requirements for electric , water and wastewater in each residence and common area or amenity facilities.

9.1.5 The developer agrees to provide, if requested, any information needed to assess the project's feasibility, developer's financial ability, developer's business or development history, and/or the developer's plans for the project.

9.1.6 Developer pays a nonrefundable contribution for the construction of the electric, water, wastewater facilities to the property line of the development, and for any unusual or nonstandard construction requirements inside the development.

9.1.7 The development is total electric, except for alternate energy services which may be provided or approved by City.

9.1.8 The developer agrees to advertise the development with point of purchase displays, and to include City's responsible resource development program name and logo on all signs and other advertising materials at developer's cost.

9.2 Extension qualifications. An extension shall be qualified when the conditions in section 9.1 have been met and agreements executed.

9.3 Extensions not qualifying. If an extension does not qualify or is not accepted, it may be evaluated at developer's request to determine if it qualifies for the economic feasibility basis.

9.4 Benefits provided developers who qualify for a responsible resource development basis extension.

9.4.1 Developer will not be required to advance construction money for the installation of electric facilities within the development, except as required in section 9.5 and 9.6.

9.4.2 City will respond to requests for installation of extensions, service and/or meters to homes, condominiums, apartments and/or mobile homes within the development with priority service.

9.4.3 City may provide advertising materials, incentives and/or other support to the developer, if the developer agrees to use the promotional materials to help explain and promote the advantages of buying a home or lot that has been approved for a responsible resource development basis extension.

9.5 Extensions to developer built home, condominium, apartment and mobile home developments.

9.5.1 Developer shall submit individual home, condominium, apartment and/or mobile home constructions plans, appliances and insulation details to City for review and approval. If the plans meet the responsible resource development basis criteria, City will prepare the electric extension design and an agreement to construct electric distribution facilities, which must be executed prior to extension construction.

9.5.2 The developer shall make a nonrefundable construction advance for the installation of electric facilities to the property line of the development. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.5.2.1 A development construction plan has been submitted to and accepted by City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.5.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment or facilities from which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of Five Dollars and Eighty-Five Cents (\$5.85), for the additional footage.

9.5.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or "plugged" conduits, equipment pads, vaults and similar equipment. The developer shall reimburse City for any repairs or replacements made by the City during construction because of damage or "plugged" equipment. City may, but shall not be obligated to, make such repairs or replacement while installing facilities.

9.5.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of electric facilities to serve any home, condominium, apartment or mobile home.

9.5.2.5 All installations must be according to City specifications and requirements.

9.6 Extensions to lot sales only subdivision.

9.6.1 Developer shall require lot purchasers to meet or exceed the responsible resource development basis criteria, in effect at time of residence is constructed, for equipment, appliances and applications by establishing such criteria as part of the development conditions, covenants and restrictions. The developer shall also provide each individual purchaser with information on the equipment, appliance and application criteria required for building on the lot prior to close of escrow.

9.6.2 The developer shall make a nonrefundable contribution for the installation of electric facilities to the property line of the development. The ending point of this extension shall be the beginning point for the extension within the development. The developer will not be required to advance construction money for the installation of electric facilities within the development, if the following conditions exist:

9.6.2.1 A development construction plan has been submitted to and accepted by City. The plan may request the development be built in phases or stages. If phases or stages are approved, the developer must agree to any required construction to ensure proper termination of electric facilities, even if such construction is beyond phase boundaries.

9.6.2.2 The construction of homes, condominiums, apartments and/or mobile homes must be planned to begin no further than five hundred (500) feet from the beginning point of the extension within the development, and shall continue to be constructed so no extension to serve an individual home, condominium, apartment or mobile home shall be further than five hundred (500) feet from the existing electric equipment/facilities from which the extension begins. If the extension is further than five hundred (500) feet from the existing electric facilities, the developer shall pay a nonrefundable per foot charge of Five Dollars and Eighty-Five Cents (\$5.85), for additional footage.

9.6.2.3 Developer shall install and maintain electric conduit, equipment pads, vaults and similar equipment until electric facilities are installed by the utility. Maintenance shall include replacement of damaged or "plugged" conduits, equipment pads, vaults and similar equipment. The developer shall reimburse City for any repairs or replacements made by City during construction because of damage or "plugged" equipment. City may, but shall not be obligated to make such repairs or replacement while installing facilities.

9.6.2.4 The construction of the underground conduit system must be completed, inspected and approved prior to installation of the electric facilities to serve any home, condominium, apartment or mobile home.

9.6.2.5 All installations must be according to City specifications.

10. Economic development basis.

10.1 General policy. The economic development basis is structured to encourage business development in areas being served by the City. The qualifications for economic development extensions are periodically modified to ensure the general economic development philosophies of the community are being maintained. Since economic development extensions usually involve City financial participation, the developer may be required to provide additional information prior to the approval of the

extension. Economic development extensions are available only if all of the following conditions exist:

10.1.1 Applicant will be new permanent Customer or group of new permanent Customers. A Customer shall be considered permanent when:

(a) Service will be rendered to the Customer for a period greater than twelve months;

(b) Removal of the electric facilities is not being planned after a specific period or upon completion of the project;

(c) Customer has completed an application for service;

(d) The meter will be installed within thirty (30) days after completion of the extension.

10.1.2 The total extension is determined to be economically feasible for City. "Economic feasibility" shall mean that the estimated revenues from the completed project, less the extension and electric line and metering costs, provide an adequate rate of return on investment to City.

10.1.3 The development meets the economic development basis qualifications, as determined by the Utilities Board and City Council.

10.1.4 Customer/developer requests the extension be completed using the economic development basis.

10.1.5 Customer/developer agrees to provide, if requested by either the City Council or the Utilities Board, any information needed to assess the project's feasibility, Customer's/developer's financial ability, Customer's/developer's business or development history, and/or Customer's/developer's plans for the project.

10.1.6 Customer/developer pays any required advance for construction.

10.2 Extension qualifications. Extensions shall be allowed when the conditions in section 10.1 have been met and approval for an economic extension is granted by the Utilities Board and City Council.

10.3 The benefits provided to a Customer/developer from the economic development basis shall be determined on an individual application basis by the board of public utilities and City Council.

10.4 Extensions not qualifying. If an extension does not qualify or is not accepted by the board of public utilities or the City Council, Customer/developer may request an economic feasibility basis extension.

11. Doubtful permanency basis.

11.1 Extensions shall be made on a doubtful permanency basis, when in City's opinion Customer's application for service is not expected to be permanent, but is expected to be an active Customer for more than twelve consecutive months. Doubtful permanency Customers will be required to advance the total construction and removal cost, less any salvage value of the extension. Refunds of such advances will be calculated using the economic feasibility refund criteria.

11.2 Extensions to mobile or modular housing shall be completed on the doubtful permanency basis, unless Customer has:

11.2.1 Sewer or septic system installed;

11.2.2 Permanent water system installed;

11.2.3 Electric service entrance equipment installed.

12. Settlement of disputes. Any dispute between Customer or prospective Customer and City regarding the interpretation of these conditions governing extensions of electric distribution lines and services may, by either party, be referred to the board of public utilities for determination.

13. Interest. All advances made by Customer to City in aid of construction shall be noninterest bearing.

14. Extension Agreements. All line extensions requiring payment by Customer shall be in writing and signed by both Customer and City. (Ord. 404-AC.)



City of Needles, California Request for Commission Action

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

Meeting Date: October 21, 2025

Title: U.S. Environmental Protection Agency (EPA) proposed rule to end the Greenhouse Gas Reporting Program (GHGRP)

Background: The U.S. Environmental Protection Agency (EPA) announced a proposed rule to end the Greenhouse Gas Reporting Program (GHGRP), a key source of transparency into industrial emissions through mandatory GHG disclosures from thousands of the most carbon-intensive facilities in the U.S.

Fiscal Impact: Reduction in GHG allowance purchases

Environmental Impact: None

Recommended Action: Discussion Item

Submitted By: Terry Campbell, Chairman

City Manager Approval: Patrick J. Martinez

Date: 10/14/2025

Other Department Approval (when required): _____

Date: _____



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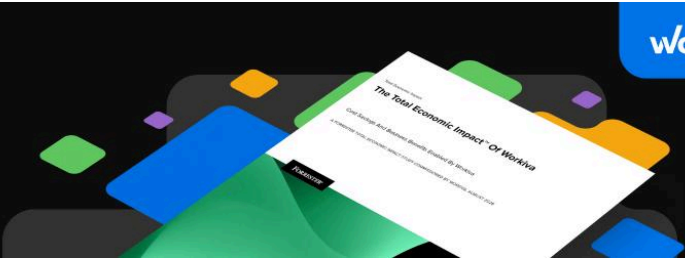
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Item 5.

U.S. EPA to Scrap Requirements to Report Greenhouse Gas Emissions



Mark Segal

September 15, 2025

The U.S. Environmental Protection Agency (EPA) announced a proposed rule to end the Greenhouse Gas Reporting Program (GHGRP), a key source of transparency into industrial emissions through mandatory GHG disclosures from thousands of the most carbon-intensive facilities in the U.S.

In the agency's announcement, EPA Administrator Lee Zeldin called the rule "burdensome," with the new proposal aligning with executive orders issued by President Trump on day one of his presidency, including a pledge to "to unleash American energy." The EPA estimated that ending the rule will save businesses \$303 million annually, with oil and natural gas companies as the main beneficiaries, representing nearly 85% of the savings.



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Introduced by the Obama administration in 2009, and taking effect in 2010, the GHGRP required mandatory reporting of greenhouse gas emissions from sources that emit more than 25,000 metric tons of CO₂e in the U.S. across most sectors, but excluding the agricultural sector. According the EPA, the collection of nationwide GHG data was intended to enable a better understanding of GHG emissions sources, and to help guide the development of policies and programs to reduce emissions.

The announcement marks the latest in a series of initiatives by the Trump administration and state-level Republicans to reduce transparency into emissions data, and to help spur the oil and gas industries, including actions such as proposing to [scrap a scientific finding](#) underlying key GHG emissions reduction regulations, [canceling billions](#) of dollars of funding for clean energy, ending the defense of the [SEC's climate reporting rule](#), and [launching investigations](#) into environmental reporting platform CDP and net zero target organization SBTi.

In its statement announcing the new proposal, the EPA noted that the GHGRP is not directly related to a potential regulation, unlike other mandatory collections under the Clean Air Act, meaning that there is no requirement “to collect GHG emission information from businesses nor is continuing the ongoing costly data collection useful to fulfill any of the agency’s statutory obligations.” The EPA added that the regulation “has no material impact on improving human health and the environment.”

The only remaining area that would be covered by the GHGRP under the proposal is reporting for the Waste Emissions Charge (WEC), although President Trump recently the application of the WEC to only begin data collection in 2034.

Zeldin said:

“Alongside President Trump, EPA continues to live up to the promise of unleashing energy dominance that powers the American Dream. The Greenhouse Gas Reporting Program is nothing more than bureaucratic red tape that does nothing to improve air quality. Instead, it costs American businesses and manufacturing billions of dollars, driving up the cost of living, jeopardizing our nation’s prosperity and hurting American communities. With this proposal, we show once again that fulfilling EPA’s statutory obligations and Powering the Great American Comeback is not a binary choice.”



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Mark founded ESG Today following a 20 year career in investment management and research. Prior to founding ESG Today, Mark worked at Delaney Capital Management (DCM) in Toronto, Canada, most recently as the firm’s head of U.S. equities. While at DCM, Mark was part of the firm’s ESG team, responsible for evaluating and tracking the sustainability factors impacting portfolio companies, and assessing the suitability of companies for portfolio inclusion. Mark also spent several years in the sell-side research industry, covering the technology and services sectors. Mark holds an MBA from Columbia University in New York, a

BBA from the Schulich School of Business at York University in Toronto, and is a (charterholder.

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City of Needles, California Request for Commission Action

☐ CITY COUNCIL ☒ BOARD OF PUBLIC UTILITIES

☒ Regular ☐ Special

Meeting Date: October 21, 2025

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

Background: The California Air Resources Board regulation for Greenhouse Gas Emissions requires annual compliance obligations.

The annual compliance obligations for a covered entity equals to 30 % of the emissions, with a compliance obligation reported from the previous data year that received a positive or qualified positive emissions data verification statement. The deadline for the required compliance instruments to be submitted into the City's CITSS compliance account no later than November 3, 2025.

For 2024, the City of Needles has verified emissions 8,944 instruments, of which the City has 6,082 free instruments entered into the compliance accounting; the remaining balance of 2,862 instruments was needed to meet compliance.

The city went into the open market and purchased the instruments at \$28.00 for vintage year 2024 or earlier instruments to meet compliance.

The remaining 70% of emissions are not due until the tri-annual compliance period in 2027. Failure to meet the compliance deadline will result in a 10 to 1 penalty fine issued by the California Air Resources Board.

Fiscal Impact: The fiscal impact for 2,862 instruments at \$28 each is \$80,136 plus the broker fee of \$715.50 for a total cost of \$80,851.50. to be funded by the adopted FY 26 Electric O&M Budget

Environmental Impact: Offset Greenhouse Gas Emissions reported and verified in 2024.

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

Submitted By: Rainie Torrance, Utility Manager

City Manager Approval: Rainie Torrance Acting City Manager

Date: 10/15/25

Other Department Approval (when required): _____

Date: _____

Confirmation of transaction 1030250

Deal ID: 1030250
Deal Date: 2025-10-14

To: Rainie Torrance
City of Needles
Telephone 760-326-2115;

From: Amerex Brokers LLC
1 Sugar Creek Center Blvd, Suite 700
Sugar Land TX 77478
Telephone 2813405200;Fax 2813405253

Buyer: City of Needles
817 Third Street, Needles, CA, USA 92363
Rainie Torrance Email: rtorrance@cityofneedles.com Phone: 760-326-2115

Seller: Mercuria Energy America LLC
20 East Greenway Plaza, Suite 650, Houston, USA
Adam Raphaely Email: araphaely@mercuria.com; nwells@amerexenergy.com Phone: 2035421426

Trade Type: Carbon
Delivery: CA
Tenor: V2024 or Earlier
Class: CCO
Total Quantity: 2,862 Tons
Price: \$28.00 USD/Tons
Other Terms: CCOs with DEBs. Delivery on or before 10/27/2025.

Other Notes: Pending contract & credit approval
Total Amount Due: Amerex is to receive \$715.50 USD with invoice forthcoming

The Client and Amerex Brokers, LLC ('Amerex') agree that this communication confirms the terms and conditions of the Transaction entered into as of the Trade Date specified above.

Buyer and Seller understand that Amerex has acted as agent for both parties solely for the purposes of matching up the parties to the transaction. Amerex shall have no liability to any party if any party is for any reason prohibited or restricted from entering into this transaction. The fee charged to you in this transaction is a negotiated fee which may not be the same as charged in similar transactions. The fee is payable upon receipt of our invoice. All aspects and terms of the transaction were determined and agreed to solely by the Buyer and Seller and compliance with the terms of this transaction is strictly their obligation. In the event of an error please contact Amerex immediately but no later than 24 hrs after receipt of the confirmation. If any dispute occurs the Buyer and Seller agree to hold Amerex, its affiliates, and their respective successors harmless from any liabilities which result therefrom. This Confirmation shall inure to the benefit of Amerex, its affiliates, and their respective successors.

CONTACT DETAILS Should you require any further information please contact: Commodities Support: (281) 340-0896 Email: dealconfirmations@amerexenergy.com

Compliance Obligation Information

Obligation Period	2024 Annual
CITSS Entity ID	CA1456
Entity Legal Name	city of needles
Entity Operating Name	city of needles
Compliance Account Number	CA1456-1556
Compliance Status	Pending Unfulfilled ?
Compliance Deadline	2025-11-03 20:00:00 EST ?
Updated Date/Time	2025-09-29 12:39:09 EDT ?

Compliance Obligation	8,944
Instruments Retired	0
Balance to Fulfill Obligation	8,944 ?

Offset Limit	1,192 ?
Non-Direct Environmental Benefit (Non-DEB) Offset Limit	596 ?
Instruments in Compliance Account to be Retired	6,082 ?
Additional Instruments Needed in Compliance Account	2,862 ?

Instruments in Compliance Account to be Retired ?

Vintage	Jurisdiction	Type	Sub-Type	Offset Type	Offset Project ID	Quantity	Receiving Account
2024		Allowance				6,082	Retirement

Facility Emissions ?

Budget Year	Facility Name	Facility Operating Name	GHG Emissions Reporting ID	Emissions (metric tons CO ₂ e)
2024	city of needles	city of needles	3047	29,815

[CSV](#) [Excel](#) 1 record



City of Needles, California Request for Commission Action

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

Meeting Date: October 21, 2025

Title: EUSI, LLC operational support services relating to the wastewater treatment facility and collection system September 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: 10/14/2025

Other Department Approval (when required): _____

Date: _____

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

- The daily average flow for the month of September 2025 was 0.494 MGD.
- Completed the August 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 3rd 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.
- Drained digester to drying beds 1, 3, 5, 7, 9, 11, 13, and 15.
- Picked up rebuilt pump from Bob's for the Jack Smith lift station. Staff returned the loaner pump to Ft. Mohave.
- Completed routine monthly inspection of the Kubota tractor, the 4" trash pump, and the jetter.
- Requested quotes from 3 vendors for a replacement motive pump so we have a comparison between new and rebuilding the existing pump.
- 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.

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

- September 26, 2025 operational staff was called out for a sewer back up at the 19th hole restrooms. Team determined to return the morning of September 27, 2025 to address the issue. (1.5 hrs no charge for this activity)
- September 27, 2025 operational staff and City staff coordinated efforts and unclogged the blockage. (3.5 hrs 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

Mayor, Janet Jernigan
Vice Mayor Ellen Campbell
Councilmember Tona Belt
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake
Councilmember Larry Ford

City Manager Patrick J. Martinez

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: October 03, 2025

1. **Assemblymember Gonzalez Needles Visit**

The City of Needles was pleased to welcome Assemblymember Jeff Gonzalez for the second time in as many weeks, as he returned to host community meetings at the historic El Garces. Assemblymember Gonzalez — who serves as Vice Chair of the Assembly Committees on Military and Veterans Affairs and on Water, Parks, and Wildlife — commended Needles for its positive progress and emphasized the importance of working together to build a stronger community for residents. City officials, staff, and community members gathered to discuss local priorities and hear updates on legislative initiatives impacting Needles. This visit directly supported the City Council's goal of fostering civic engagement and strengthening partnerships with state leaders. The City sincerely thanks Assemblymember Gonzalez for spending the day in Needles, engaging with local leaders, and meaningfully connecting with our community. A special thank you is also extended to the City staff — including Parks & Recreation, Public Works, and supporting departments — whose efforts ensured the success of these meetings.

2. **Supporting Housing & Healthcare: Assemblymember Gonzalez Site Visits**

Today, Assemblymember Jeff Gonzalez toured key sites in Needles, including the Colorado River Medical Center, highlighting the vital role rural hospitals play in supporting community health and economic stability. He also visited the River Valley Inn, once a blighted motor inn and now transformed into 29 affordable micro-apartments through a partnership between the City, the State of California, and developer Armen Ghadimian, supported by \$410,000 in Prohousing Incentive Program state housing funds. This work advances the City Council's goals to expand quality housing, strengthen essential services, and build a resilient, healthy community for residents. During the visit, Assemblymember Gonzalez presented Mr. Ghadimian with a proclamation recognizing this milestone. A ribbon cutting is scheduled for next month, with more information to follow — see the attached photo for a glimpse of the event.

3. ICSC Western Conference – Palm Springs

This week, Vice Mayor Ellen Campbell, Councilmember Jamie McCorkle, and the City Manager represented Needles at the 2025 ICSC Western Conference in Palm Springs. With a regional population of 146,500, more than 23,000 vehicles traveling Interstate 40 daily, and a growing tourism and industrial base, Needles is well positioned for new investment. The delegation met with developers, retailers, and investors to market key properties, highlight riverfront recreation and hospitality opportunities, and attract growth that will help fill vacancies, bring new amenities, and strengthen Needles' standing as a pro-growth destination in the Southwest. While in the desert, City officials also met with Congressman Raul Ruiz and his staff to discuss ways to collaborate on improving the quality of life for Needles residents, including advancing behavioral health resources and veterans' services. These conversations and connections will help position the City for new partnerships and support future community needs.

4. Monster Truck Insanity – Next Level Tour

The Monster Truck Insanity Next Level Tour is coming to the Needles Rodeo Grounds on **November 7–8, 2025**, bringing high-energy motorsports and family-friendly entertainment to our community. Fans will experience monster truck freestyle competitions, the free pre-show Insanity Fest meet-and-greet, and rides in a real monster truck, with showtime at 7:00 PM. This event supports the City Council's goals to position Needles as a regional recreation and tourism destination and to drive local economic activity by attracting visitors who support area businesses. Residents and visitors are encouraged to purchase their tickets today by clicking on [this link](#) and enjoy an action-packed weekend in Needles. Refer to the attached Flyer for event details.

5. Urban Land Institute (ULI) Technical Assistance Program Presentation

The City of Needles was honored to be selected as one of only six cities in California and Nevada to participate in the Urban Land Institute (ULI) California–Nevada Technical Assistance Program (TAP), a fully grant-funded initiative led by ULI Orange County/Inland Empire (ULI OCIE). Over the past several days, a volunteer panel of real estate and land use experts has met with local stakeholders to craft actionable strategies for housing and economic growth, infrastructure improvements, climate resilience (extreme heat, drought, seismic risks), and community safety — all of which directly support the City Council's long-term goals for sustainable growth and resilience. The Mayor, City Council, and members of the public are invited to attend the panel's presentation of recommendations on **Tuesday, October 7, 2025, at 4:00 p.m.** at the El Garces Hotel.

6. Needles Pride Program & Infrastructure Improvements

The Needles Pride Program continues to unite residents, property owners, and businesses in a shared effort to beautify neighborhoods, promote civic pride, and support property maintenance. Alongside these community-driven efforts, the City remains committed to investing in critical infrastructure, public safety,

and enhanced public spaces. This week, Public Works completed ADA sidewalk repairs and replacements near the southwest corner of Broadway and I Street, performed pothole maintenance along D Street, Larchwood, and in Chesney's, and removed weeds and cleaned Bob Belt Beach Park to maintain safe, welcoming riverfront access. City Parks staff also overseeded Manny Morris Park and Nikki Bunch Park in preparation for the cooler season; the new seed is expected to sprout in 7–10 days. Meanwhile, the Electric Department repaired streetlights at the Wagon Wheel near the Shell station and installed additional LED lighting at Jack Smith Park as part of its ongoing lighting improvement program, which will continue as supplies allow. 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!

7. Upcoming Event: Fall 2025 Vaccination & Licensing Clinic

This is a reminder that the City of Needles Animal Shelter will host its Fall 2025 Vaccination & Licensing Clinic on Saturday, November 15, 2025, from 9:30 a.m. to 12:30 p.m. at 1662 Flip Mendez Parkway. PetSmart Veterinary Services (Dr. Joseph Velasco) will provide rabies, DA2PP (dogs), FVRCP (cats), Bordetella, rattlesnake vaccinations, and microchipping. City pet licenses will be available at special event rates: \$15 (altered) / \$25 (unaltered). Please remind residents to keep cats in carriers and dogs on leashes. For questions, call (760) 326-4952. This clinic supports the City Council's priorities on public health, animal welfare, and responsible pet ownership. See the attached flyer for details.

8. Needles Housing Authority – Security Fencing Project Update

This week, the Needles Housing Authority (HACN) began construction on its Security Fencing Project, awarded to Golden West Fence for a total project cost of \$233,000 funded through HACN Capital Funds. The project will install approximately 1,500 linear feet of new wrought iron fencing along J Street, Balboa Street, and Bailey Avenue to enhance the security of Housing Authority property. During initial demolition, staff identified existing wall and sidewalk conditions that were not fully apparent until removal began. To remain within budget while maintaining the planned level of security, the project design was adjusted to incorporate the structurally sound existing wall, with areas in need of grout or repair to be addressed as part of the work. Construction is now actively underway and will continue over the coming weeks. Refer to the attached photos for current project progress

9. City Staff End-of-Summer Safety Celebration

City staff gathered this week for an End-of-Summer Safety BBQ to celebrate a successful summer season marked by limited workplace incidents and a strong commitment to safety. Maintaining a safe and prepared workforce is critical to the City Council's goals of providing reliable services, protecting public resources, and fostering a positive, high-performing work environment. This event recognized the dedication of employees across all departments who kept operations running smoothly and safely during one of the City's busiest times of

the year, ensuring essential services continued without disruption to the community. Refer to the attached image for a glimpse of the event.

10. Rivers Edge Golf Course — Season Reopening

The Rivers Edge Golf Course officially reopened for the season today, Friday, October 3. Building on last year's successful return, the course is once again welcoming golfers of all levels to enjoy Needles' premier riverfront fairways. Tee times are now available at regular seasonal rates, offering residents and visitors one of our community's most scenic recreational amenities. This reopening continues the City's efforts to revitalize local amenities and strengthen Needles' position as a destination for outdoor recreation and leisure.

11. Needles Holiday Fun Fair & Lighted Parade

The City of Needles, in partnership with the Needles Youth Development and Education Foundation, Needles Community Partners, and the Needles Chamber of Commerce, will host the annual Needles Holiday Fun Fair & Lighted Parade on Saturday, **December 6, 2025**. Festivities will take place on Broadway between D and F Street and inside the Palo Verde College Needles Center from 10:00 a.m. to 4:00 p.m. (CA Time), featuring vendors, crafts, music, games, Pee Wee Races, and a performance by Dance Trax 51. The celebration will conclude with the beloved Lighted Parade at 5:00 p.m. This year's theme is "It's a Snoopy Christmas on Rt. 66, Charlie Brown!" For additional details, please refer to the attached flyer or contact Gina McGee at 760-985-4050.

12. Celebrate 70 Years of Mustang Tradition: NHS Homecoming 2025

Next week, Needles High School will celebrate its 70th annual Homecoming beginning **Thursday, October 9, 2025**, with the Mustang Drive at 5:30 PM, followed by the Community Pep Rally at 6:00 PM and the Senior Class Bonfire at 7:00 PM. The celebration continues on Friday, October 10, with a Pep Rally at 11:30 AM, Coronation at 1:00 PM, the Homecoming Parade at 1:45 PM, and the Varsity Football Homecoming Game vs. Lincoln at 7:00 PM. For a full schedule of Homecoming Week activities — including student events and Saturday's Homecoming Dance — please refer to the attached flyer.

13. River Floats Show N' Shine – October 11, 2025

This Saturday, the Needles Marina Resort will host the 4th Annual River Floats Show N' Shine, running from 9:00 AM to 2:00 PM with boat arrivals beginning at 7:00 AM. This popular event showcases race and custom-built boats, drawing boating enthusiasts, visitors, and local families to the Colorado River waterfront. At 12:45 PM, participants will "run and roar" their boats for spectators, creating an exciting experience for attendees. Events like this directly support the City Council's goals to enhance tourism, activate the riverfront, and foster a family-friendly community atmosphere while promoting local businesses and hospitality services. See attached flyer for event details.

14. Needles Branch Library – Book Club

The Needles Branch Library has launched its weekly Book Club, supporting the City Council's goal of enhancing quality of life by fostering literacy, cultural

enrichment, and community connection. The first program will take place on Monday, **October 20, 2025**, featuring *The Butcher and the Wren* by Alaina Urquhart. Meetings will continue every Monday from 4:00 to 5:00 p.m., providing residents a welcoming space to read, reflect, and engage in meaningful discussion. Upcoming titles and dates are listed on the attached flyer, inviting residents of all ages to participate and strengthen community ties through shared learning.

15. Community Events Calendar Now Live

The City's new website now features a [Community Events Calendar](#)—your go-to source for what's happening in Needles. From festivals to meetings, it's designed to keep residents and visitors connected. Local organizations are invited to submit or update events through the City Clerk's Office to keep the calendar fresh and inclusive. Contact Candace Clark at cclark@cityofneedles.com to participate. Together, we can showcase the best of Needles, strengthen community spirit, and make it easier than ever to stay informed. The calendar can also be downloaded directly to your phone.

1. ASSEMBLYMAN GONZALEZ COMMUNITY MEETING



STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0036
(916) 319-2036
FAX (916) 319-2136

DISTRICT OFFICE
81893 DR CARREON BOULEVARD, SUITE 5
INDIO, CA, 92201
(760) 347-2360
1101 AIRPORT ROAD, SUITE D
IMPERIAL, CA 92251
(760) 355-8656



COMMITTEES
VICE CHAIR, MILITARY AND
VETERANS AFFAIRS
VICE CHAIR, WATER, PARKS AND
WILDLIFE
AGING AND LONG-TERM CARE
AGRICULTURE
ARTS, ENTERTAINMENT, SPORTS,
AND TOURISM
HIGHER EDUCATION

Assemblyman Jeff Gonzalez' 2025 Bill Update

AB 513: California Global Warming Solutions Act of 2006: scoping plan

SUMMARY: Would require the California Air Resources Board to include greenhouse gas emissions from wildland and forest fires in the state scoping plan. This would ensure that California is considering all major sources of emissions when developing solutions to our climate crisis.

STATUS: 2-Year Bill in Assembly Natural Resources

AB 634: Controlled substances: tianeptine.

SUMMARY: Would add Tianeptine (also known as "gas station heroin"), a dangerous and addictive substance currently available for retail sale, to the list of Schedule 1 Drugs.

STATUS: 2-Year Bill in Public Safety

AB 641: Drug-Induced Movement Disorder Awareness Program.

SUMMARY: Drug-induced movement disorders are neurological conditions caused by antipsychotic medications that can be pervasive, debilitating, and irreversible. This Bill would require the State to establish a public awareness program.

STATUS: Held in Assembly Appropriations

AB 658: Vehicles: registration fees.

SUMMARY: Would require the California Department of Motor Vehicles (DMV) to complete an affordability impact analysis within six months of any vehicle registration fee increase. This analysis would enable California

to better track the impacts of registration fees throughout the state, which contribute to the overall affordability crisis plaguing California.

STATUS: 2-Year Bill in Assembly Transportation

AB 676: Medi-Cal: unrecovered payments: interest rate.

SUMMARY: Authorizes the Department of Health Care Services (DHCS) to waive the interest that would otherwise accrue when DHCS

seeks to recover an overpayment made to a Medi-Cal service provider.

STATUS: Held in Assembly Appropriations

AB 709: Sustainable Groundwater Management Act: groundwater sustainability plans.

SUMMARY: Provides local groundwater agencies with the flexibility, between official state assessments, to govern themselves and manage groundwater for long-term sustainability, without materially changing an approved Groundwater Sustainability Plan.

STATUS: Awaiting Governor's Signature

AB 764: Birds and mammals: nongame birds: mute swans.

SUMMARY: Adds mute swans, a highly invasive species, to the list of exotic nongame birds that can be legally taken, in order to reduce and better control their populations in California

STATUS: Awaiting Governor's Signature

AB 795: California Commission on the United States Semiquincentennial.

SUMMARY: Establishes the California Commission on the United States Semiquincentennial to plan and coordinate commemorations of the 250th anniversary of the Declaration of Independence and the American Revolution.

STATUS: Held in Assembly Appropriations

AB 826: Veterans' benefits: protections.

SUMMARY: Prohibits individuals or businesses that are not accredited by the United States Department of Veterans Affairs (USVA) from charging a veteran a fee to assist them with filing a veterans' benefit claim with the USVA. Enacts a civil penalty per violation of \$2,000, half to be distributed to the Veterans Service Office Fund, and half to be distributed to the filing district attorney.

STATUS: 2-Year Bill in Assembly Judiciary

AB 1016: Power facility and site certifications: thermal powerplants: geothermal resources.

SUMMARY: Removes regulatory and permitting obstacles to get geothermal powerplants online faster, while retaining high environmental and labor standards.

STATUS: 2-Year Bill in Senate Energy

AB 1031: Hazardous waste control laws: exemption: geothermal resources.

SUMMARY: Caps the generation and handling fee rate for geothermal hazardous waste control laws to no more than \$10 per ton.

STATUS: Held in Assembly Appropriations

AB 1058: Motor Vehicle Fuel Tax Law: suspension of tax.

SUMMARY: Would suspend the Gas Tax for one year, and require all savings as a result to be passed on to the consumer.

STATUS: 2-Year Bill in Assembly Transportation

AB 1145: State highways: safety: State Highway Route 74: report.

SUMMARY: Would require CalTrans to conduct a highway safety study on State Highway Route 74.

STATUS: 2-Year Bill in Senate Transportation

AB 1169: Wildlife grants: Shared Habitat Alliance for Recreational Enhancement program.

SUMMARY: Would help to expand the number of outdoor recreation opportunities offered to the public through the Department of Fish and Wildlife's (DFW) Shared Habitat Alliance for Recreational Enhancement (SHARE) Program.

STATUS: Held in Senate Appropriations

AB 1282: Personal Income Tax Law: credits: medical expenses.

SUMMARY: Would create an income tax deduction for out-of-pocket medical costs from January 1, 2025 to January 1, 2030,

STATUS: Held in Assembly Revenue & Taxation

AB 1335: Habilitation services.

SUMMARY: Removes the requirement that employment programs administered under the Department of Developmental Services obtain unnecessary accreditation from the Commission on Accreditation of Rehabilitation Facilities to be eligible as a Regional Center vendor.

STATUS: Held in Assembly Human Services

AB 1412: Special education: pupil transfers: residency requirements: records.

SUMMARY: Requires a local education agency receiving a transfer of a military child with special needs to promptly work with parents to obtain official records, and to implement the pupil's individual education plan (IEP) adopted in the previous school, or to craft a new IEP within 30 days.

STATUS: Awaiting Governor's Signature

2. ASSEMBLYMAN GONZALEZ SITE VISITS



3. ICSC WESTERN CONFERENCE



3. ICSC WESTERN CONFERENCE



4. MONSTER TRUCK INSANITY TOUR



NEEDLES CALIFORNIA

November 7-8, 2025
Needles Rodeo Grounds

FRIDAY GATES 5:30, SHOWTIME 7PM
SATURDAY GATES 11:30, SHOWTIME 1PM
SATURDAY GATES 5:30, SHOWTIME 7PM



See Monster Truck Freestyle LIVE!



Enjoy the FREE Pre-Show Insanity Fest! Get up-close and personal with the stars of the Monster Truck Insanity Tour!



Ride in a REAL Monster Truck with Item 8.
Monster Truck Ride Experience!

CA ticket holders can purchase ride truck tickets for an addtl. fee at the show

5. ULI CA-NV TA LEADERSHIP EXCHANGE



City of Needles: Technical Assistance Leadership Exchange



ULI OCIE is thrilled to announce the participation of the City of Needles in the ULI California-Nevada Technical Assistance Leadership Exchange!

The [ULI California-Nevada Technical Assistance Leadership Exchange](#) is a transformative year-long program designed to help local governments in California and Nevada become climate resilient and tackle land use challenges through expert guidance and collaboration with ULI's District Councils.

As part of the exchange, the participating communities will each host a ULI technical assistance panel (TAP) to address a local resilience challenge and receive expert advice around potential strategies and solutions. During the TAP, a panel of eight to ten volunteer ULI members will tour the community, interview stakeholders, and put forward a set of recommendations for addressing the land use issue identified by the agency.

The TAPs will explore a range of topics related to climate change and other environmental vulnerabilities, such as extreme heat, drought, and seismic resilience, along with the associated economic, social, and environmental impacts.

“

The City of Needles is already feeling the impacts of climate change, from more frequent extreme heat events to increased strain on our infrastructure. Participating in this program and hosting the technical assistance panel gives us a unique opportunity to explore strategies tailored to our local challenges. This collaboration will help us strengthen our community's resilience and plan for a more sustainable future.

IRENE ROMERO
CITY PLANNER - CITY OF NEEDLES

”

ULI Orange County/Inland Empire is partnering with the City of Needles to identify strategic opportunities for sustainable growth and resilience. The project will focus on how Needles can grow by attracting businesses and housing, thrive by addressing community needs, and mitigate extreme heat, infrastructure challenges, and safety concerns. The team will deliver actionable recommendations to support the city's long-term prosperity. To learn more about the program, check out our [recent article](#)!

TAPs bring together experts to help tackle complex land use challenges and provide actionable recommendations for our communities.

Interested in being a panelist on a TAP? We'd love to hear from you!
Contact: kendra.chandler@uli.org

This program is generously supported by the
[ULI Randall Lewis Center for Sustainability in Real Estate](#).

Item 8.

Thank you to our Annual Sponsors!

6. NEEDLES BEAUTIFICATION



6. NEEDLES BEAUTIFICATION



6. NEEDLES BEAUTIFICATION



7. ANIMAL SHELTER FALL EVENT

Vaccination & Licensing Clinic

Saturday, Nov 15, 2025

9:30-12:30 CA Time

Petsmart Veterinary Services
Dr. Joseph Velasco



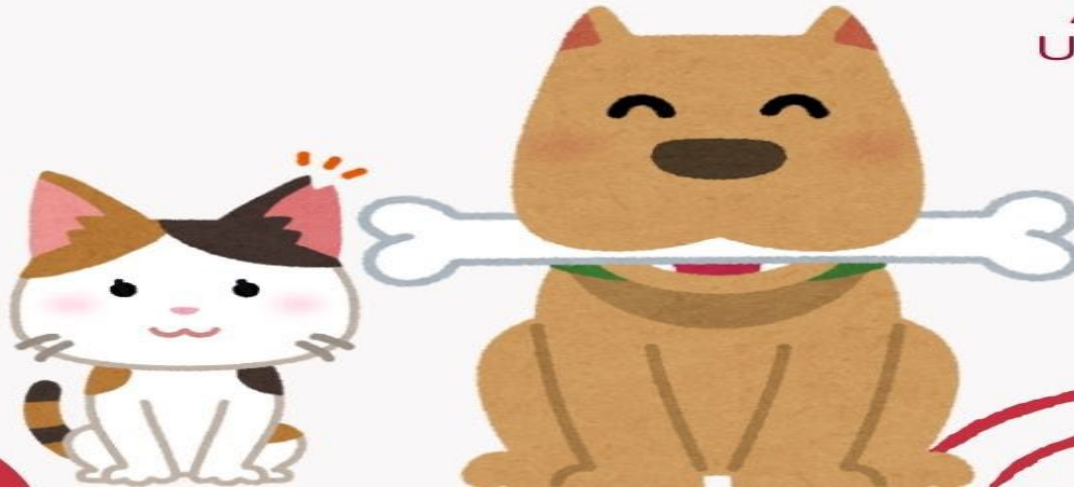
Rabies DA2PP FVRCP

Bordetella Rattlesnake Microchips

Needles Animal Shelter
1662 Flip Mendez Pkwy
Needles, CA 92363
(760)326-4952

Cats must be in
carrier and dogs
on leashes.

Special Price for
City License
Altered \$15
Unaltered \$25



**PETSMART
VETERINARY
SERVICES**

8. HACN SECURITY WALL PROJECT



9. STAFF SAFETY MEETING



10. GOLF COURSE REOPENING



11. HOLIDAY FUN FAIR



"It's A Spike's Christmas, On Rt. 66, Charlie Brown"

The Needles Youth Development and Education Foundation,
Needles Community Partners, Needles Chamber of Commerce and The City of Needles

Needles Holiday Fun Fair and Lighted Parade

On Broadway between D and F Street

With Activities Inside - Palo Verde College Needles Center

Saturday ~ December 6, 2025

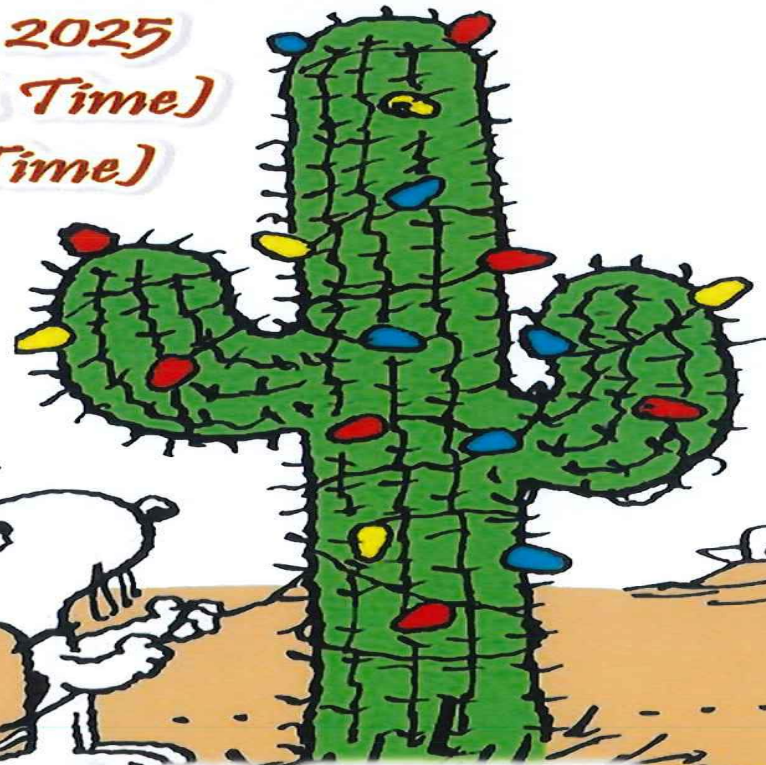
10:00am - 4:00pm ~ (CA Time)

Parade 5:00pm ~ (CA Time)

**Pee Wee
Races**

**Dance Trax 51
Performance**

**Vendors
Crafts
Music
Games**



For More Information Contact Tena McGee @ 760.985.4050

12. 2025 HOMECOMING



HOMECOMING WEEK

MONDAY
10/6

SENIOR SUNRISE
5:30/6AM

TUESDAY
10/7

POWDERPUFF
GAMES
BOYS VB @ 6
GIRLS FLAG FB @ 7

WEDNESDAY
10/8

SENIOR
APPRECIATION DAY
TALENT SHOW @ 11:30

THURSDAY
10/9

MUSTANG
DRIVE @ 5:30
COMMUNITY PEP RALLY @ 6
BONFIRE @ 7

FRIDAY
10/10

PEP RALLY @ 11:30
CORONATION @ 1
HOCO PARADE @ 1:45
JV VOLLEYBALL @ 3/4
V VOLLEYBALL @ 5/6
V FOOTBALL vs. LINCOLN @ 7PM

SATURDAY
10/11

HOMECOMING
DANCE
INTO IBIZA
AT THE AVI
GRAND BALLROOM
FROM 8-11PM



13. 4th ANNUAL RIVER FLOAT EVENT

4th ANNUAL **RIVER FLOATS**



Saturday October 11TH 2025
9:00AM – 2:00 PM
Boat Arrivals 7:00 – 8:30AM

Needles Marina Resort
100 Marina Dr. Needles, CA

\$20 Entry fee per boat

SHOW N' **SHINE**



Come see
Race & Custom-Built Boats!!

12:45 – Hear them Run, Hear them Roar



14. NEEDLES LIBRARY BOOK CLUB

**Needles Branch Library
Book Club
Every Monday 4pm - 5pm**

Dates and Titles

10/20/25 The Butcher and the Wren
By: Alaina Urquhart

10/27/25 Witch craft for Wayward Girls
By: Grady Hendrix

11/3/25 Death of the Author
By: Nnedi Okorafor

11/10/25 The Seven Husbands of Evelyn Hugo
By: Taylor Jenkins Reid

11/17/25 The Invisible Life of Addie LaRue
By: V. E. Schwab

Stay Cool, Read, and Reflect!



City of Needles

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(760) 326-2113 • FAX (760) 326-6765
www.cityofneedles.com

Mayor, Janet Jernigan
Vice Mayor Ellen Campbell
Councilmember Tona Belt
Councilmember Jamie McCorkle
Councilmember JoAnne Pogue
Councilmember Henry Longbrake
Councilmember Larry Ford

City Manager Patrick J. Martinez

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: PATRICK J. MARTINEZ, CITY MANAGER

SUBJECT: WEEKLY MEMORANDUM

DATE: October 10, 2025

1. **Needles Honored with Helen Putnam Award at Cal Cities Conference**

From October 8–10, 2025, Mayor Janet Jernigan, Councilmember JoAnne Pogue, and City Manager Patrick Martinez represented the City of Needles at the League of California Cities Annual Conference, where Needles was honored with the 2025 Helen Putnam Award for Excellence. Presented annually by the League, the award recognizes cities for innovative programs that enhance community well-being and service delivery. Needles received this distinction in the Public Works, Infrastructure, and Transportation category for the Bob Belt Beach Park Project — a Clean California-funded transformation of a once-underutilized riverfront into a safe, shaded, and ADA-accessible public space that fosters recreation and community pride. As award winners, the City hosted a booth at the conference, providing an opportunity to share Needles' story of innovation, resilience, and community revitalization with leaders from across California. The official press release is available [here](#), and the award presentation can be viewed [here](#).

2. **City of Needles Featured in *PublicCEO* for Innovation and Excellence**

The City of Needles was featured twice this week in *PublicCEO*, a statewide publication highlighting innovation and leadership in local government. The first article, published in *PublicCEO*'s special League of California Cities Conference edition, recognized Needles' 2025 Helen Putnam Award for Excellence for the Bob Belt Beach Park Project. The feature celebrated the City's transformation of a once-underutilized riverfront into a safe, shaded, and ADA-accessible public space that promotes recreation and community pride. (Here is the link to the article: [City of Needles Receives Helen Putnam Award for Bob Belt Beach Park Project](#)). The second article highlighted the City's redesigned website, developed in partnership with Tripepi Smith, which enhances accessibility, usability, and alignment with the City's goals for transparency and community engagement. (Here is the link to the article: [City of Needles Launches Redesigned Website with Tripepi Smith Support](#)).

These statewide features directly support the City Council's goals to enhance public communication, improve access to City services, and invest in quality-of-life projects that strengthen community identity and attract visitors to Needles.

3. City Manager Participates in California City Management Foundation Panel

City Manager Patrick Martinez was honored to serve as a panelist at the 2025 League of California Cities Annual Conference, participating in the California City Management Foundation's (CCMF) session titled *"Reframing Career Challenges as Leadership Milestones."* The panel, moderated by El Cerrito City Manager Karen Pinkos, also included Alexa Davis, Assistant City Manager of Rolling Hills Estates, and Bret Prebula, City Manager of Suisun City. Drawing from Needles' real-world experience, Martinez shared how city leaders can turn organizational challenges into opportunities for growth, resilience, and stronger team culture — emphasizing that "communication is leadership." Participation in this statewide forum directly supports the City Council's goals of advancing professional excellence, fostering effective leadership, and promoting a culture of continuous improvement across all departments. The full CCMF event announcement is available [here](#).

4. Urban Land Institute (ULI) Technical Assistance Panel in Needles

The City of Needles was honored to host the Urban Land Institute (ULI) California–Nevada Technical Assistance Program (TAP), one of only six cities selected statewide for this fully grant-funded initiative. Led by ULI Orange County/Inland Empire and supported by the Randall Lewis Center for Sustainability in Real Estate, the panel of experts provided strategic guidance on housing, economic development, and climate resilience. Their presentation, *"Heat and Housing in Needles,"* outlined actionable steps to attract investment, address extreme heat, and enhance community livability — aligning with the City Council's goals for sustainable growth and resilient infrastructure. The City extends its appreciation to the TAP panel — including Kendra Chandler, Karen Gulley, Scott Naples, Tammy Seale, Tom Grable, Matthew Romero, Adam Seidman, Kelly Annis, and Mallory Belknap — for their time, expertise, and commitment to the future of Needles. Please refer to the attached presentation for discussion topics and preliminary findings; the final report will be distributed in November.

5. Needles Pride Program & Infrastructure Improvements

The Needles Pride Program brings together residents, property owners, and businesses to beautify neighborhoods, promote civic pride, and support property maintenance. The City continues to invest in infrastructure, public safety, and enhanced public spaces through ongoing beautification and improvement projects. As part of these efforts, new custom decorative light fixtures for Broadway and Santa Fe Park were delivered this week, with installation scheduled to begin immediately. These fixtures will enhance the aesthetics and nighttime visibility of the downtown corridor, reinforcing the City's commitment to creating a welcoming, vibrant, and well-lit community. Residents can report concerns by calling 760-326-2115 (press #9) or using the Needles Connect app on [Google Play Store](#) (Android) and [Apple Store](#) (iOS). Together, we're

building a safer, stronger Needles! Refer to the attached images for a preview of the new lights.

6. River's Edge Golf Course – Restaurant Improvement Project

Construction is scheduled to begin next week on the City's facility improvement project at the River's Edge Golf Course, located at 144 Marina Drive. The 90-day project represents a significant investment in Needles' tourism corridor along the Colorado River, advancing the City's long-term strategy to enhance recreation, hospitality, and economic activity in this destination area. The improvements include major upgrades to the restaurant and kitchen facilities to meet San Bernardino County Health Department standards, ensuring the site's long-term viability and improved service for residents, visitors, and golfers. The project is being completed in partnership with 19th Hole Bar & Grill, LLC under a newly approved 10-year lease, which secures ongoing restaurant operations and provides a steady revenue stream for the City. This investment strengthens one of Needles' most valuable community assets on the Colorado River and directly supports the City Council's goal of reinvesting in tourism-focused infrastructure to promote sustainable local growth. During construction, the bar area will remain open while the kitchen is temporarily closed.

7. Double Ten Day Flag-Raising Ceremony – 52nd Anniversary

On October 10, 2025, the City of Needles proudly celebrated the 52nd anniversary of its annual Double Ten Day flag-raising ceremony at the historic Needles Courthouse. The event honors the National Day of the Republic of China (Taiwan) and continues a tradition that began in 1972, symbolizing Needles' enduring commitment to cultural exchange and international friendship. The ceremony featured the Republic of China Air Force Veterans Color Guard and was attended by representatives from the Taipei Economic and Cultural Office in Los Angeles, along with City, County, and community dignitaries. City officials in attendance included Mayor Janet Jernigan, Councilmembers Henry Longbrake and JoAnne Pogue, and City staff. With the exception of one interruption following 9/11, this cherished tradition has been held for more than five decades, reflecting Needles' lasting connection to the global community. Please refer to the attached images for highlights from the ceremony.

8. 2025 State of the City – Now Available Online

The City of Needles' 2025 State of the City presentation is now available for viewing on the City's newly redesigned website. [Click here to watch the full presentation](#). Held on September 25 in partnership with the Needles Chamber of Commerce and Visitor Center, this year's State of the City carried the theme "*From Planning to Progress*," highlighting the City's growth and momentum driven by the collaboration of the City Council, staff, local businesses, and residents. Mayor Janet Jernigan highlighted key achievements, including a 91% increase in citywide property values since 2017, more than \$10 million reinvested in streets, water systems, and safe drinking water, and the transformation of parks such as Duke Watkins Park and Bob Belt Beach Park — the latter recognized as the APWA Project of the Year. The program also celebrated new housing solutions, including 29 affordable micro-units converted

from the former River Valley Inn Motel, expanded HUD-VASH veteran housing, and continued economic growth supported by tourism and more than 600 new jobs in the City's emerging industries. With major infrastructure investments underway and the Route 66 Centennial on the horizon, Needles continues to build a stronger, more resilient community.

9. Final Reminder – Resume Building Workshop at Palo Verde College

Final reminder: Palo Verde College Needles Center will host a Resume Building Workshop on Wednesday, October 15, 2025, from 1:00 p.m. to 2:00 p.m. at 725 W. Broadway Street, Needles. Led by Artemiza Lujano, this free session will help participants craft professional, tailored resumes that highlight their strengths and meet employer expectations. Attendees are encouraged to bring a current resume, but those without one will create one during the workshop. For more information, contact artemiza.lujano@paloverde.edu or call 760-921-5448.

10. Mobile Dental Clinic at Colorado River Medical Center

The City of Needles is pleased to share that the San Bernardino County Department of Public Health will return to Needles with its Mobile Dental Clinic from **October 20–24, 2025**, in the parking lot of the Colorado River Medical Center, 1401 Bailey Avenue. The clinic will offer screenings, exams, cleanings, fillings, limited root canal treatments, and other essential dental services for Medi-Cal recipients and uninsured residents, expanding access to vital healthcare in our community. Appointments are strongly recommended and can be scheduled by calling **1 (800) 722-4777** (press 5). Additional information is available at dph.sbcounty.gov/clinics. The City extends its appreciation to San Bernardino County for their continued partnership and commitment to community wellness, as this initiative directly supports the City Council's goal of improving quality of life by expanding access to essential healthcare services. Refer to the attached flyer for details and clinic hours.

11. Discover IE Tri-State Route 66 Media Delegation Visit

The City of Needles will be featured as part of the *Discover Inland Empire Pre-ITF (Taipei International Travel Fair) Route 66 Tri-State Media Delegation Visit* from **October 13–18, 2025**. Organized in partnership with Ontario International Airport and Taiwan's China Airlines, the program will highlight key destinations along Route 66 ahead of the Taipei International Travel Fair — one of Asia's largest travel expos. The media delegation will visit Needles on **October 17** to tour historic landmarks, including the Needles Museum and Wagon Wheel sign, promoting the city's role as California's eastern gateway on Route 66. This initiative offers valuable international exposure and aligns with the City Council's goals of advancing tourism, economic development, and regional collaboration.

12. Celebrate 70 Years of Mustang Tradition – NHS Homecoming 2025

Needles High School (NHS) proudly celebrates its 70th annual Homecoming this week. The festivities kicked off with the Mustang Drive and spirited Community Pep Rally, followed by the traditional Senior Class Bonfire. Earlier today, the Homecoming Parade filled the streets with school pride and

community spirit as residents, alumni, and students came together to celebrate decades of Mustang tradition. Tonight, the NHS Mustangs take on Lincoln at 7:00 PM. Congratulations to this year's Homecoming Grand Marshal and to all those who helped make this milestone celebration a success.

13. Community Events Calendar Now Live

The City's new website now features a [Community Events Calendar](#)—your go-to source for what's happening in Needles. From festivals to meetings, it's designed to keep residents and visitors connected. Local organizations are invited to submit or update events through the City Clerk's Office to keep the calendar fresh and inclusive. Contact Candace Clark at cclark@cityofneedles.com to participate. Together, we can showcase the best of Needles, strengthen community spirit, and make it easier than ever to stay informed. The calendar can also be downloaded directly to your phone.

1. LEAGUE OF CITIES CONFERENCE



1. LEAGUE OF CITIES HELEN PUTNAM AWARD

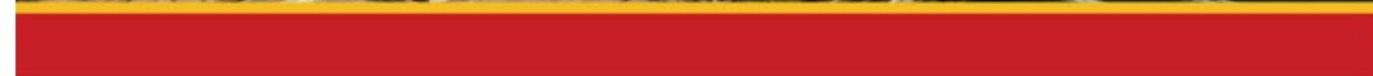


1. LEAGUE OF CITIES HELEN PUTNAM AWARD



2. PUBLICCEO FEATURE

City of Needles receives Helen Putnam Award for Bob Belt Beach Park project



The City of Needles is proud to announce it has received the Helen Putnam Award for Excellence in Public Works, Infrastructure, and Transportation from the League of California Cities for its Bob Belt Beach Park Project. The League presented the award at its Annual Conference on October 9, recognizing the City's work to transform a neglected riverfront into a safe, accessible, and community-centered public space that now serves as both a public health resource and a source of local pride.

Needles — one of California's hottest cities — set a national heat record in July 2024 with an average temperature of 103.2 °F, surpassing Phoenix's mark and underscoring the urgent need for safe, shaded public spaces. That same year, the City secured a \$2.2 million grant to redevelop a long-used but unsafe and unsanitary informal riverfront area into what is now Bob Belt Beach Park, named in honor of a longtime community advocate.

Recent News



City of Baldwin Park receives Helen Putnam Award for Excellence for Successful Homeless Initiatives

October 10, 2025



City of Hercules reports continued success toward the goals of its FY 2025-26 Capital Improvement Program

October 10, 2025



La Cañada Flintridge partners with Tripepi Smith on Budget at a Glance

October 10, 2025



City of Calabasas continues to invest in safer, smarter transportation

October 10, 2025



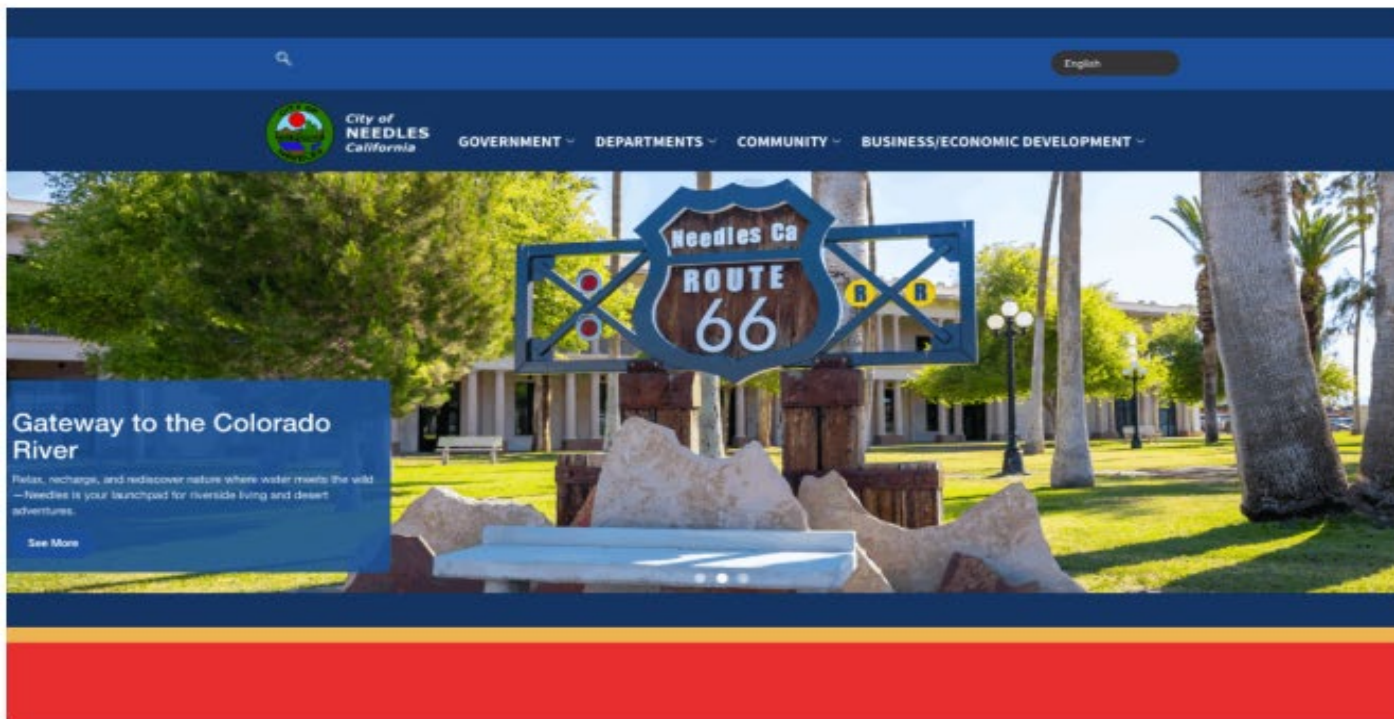
City of Needles receives Helen Putnam Award for Bob Belt Beach Park project

October 10, 2025



2. PUBLICCEO FEATURE

City of Needles launches redesigned website with Tripepi Smith support



The **City of Needles** partnered with Tripepi Smith to strengthen its digital presence through a comprehensive website content audit and website redesign. This multi-phase project not only refreshed the City's online identity, but also delivered a more user-friendly, accessible experience for the Needles community.

The project began with a deep-dive content audit led by Senior Business Analyst **Devyn Fisher** and Junior Business Analyst **Erica Chandler**, with strategic oversight from Principal **Jennifer Nentwig**. The team evaluated the

City's highest-priority and most visited webpages, identifying opportunities to improve clarity, consistency

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3. CALIFORNIA CITY MANAGEMENT FOUNDATION



4. ULI TAP PROGRAM



4. ULI TAP PROGRAM



5. CITYWIDE BEAUTIFICATION



7. DOUBLE TEN DAY



9. PALO VERDE RESUME WORKSHOP

PALO VERDE COLLEGE

WHERE KNOWLEDGE TAKES ROOT AND OPPORTUNITY GROWS

RESUME BUILDING WORKSHOP

Wednesday, October 15, 2025
1 pm-2 pm - B07

Join our Resume Writing Workshop! Learn how to craft a professional resume that stands out. Tailor your experience, highlight your key skills, format it like a pro, and avoid common mistakes. Get the tips you need to land your next opportunity!

- Write a Targeted Resume – Learn how to tailor your resume for specific jobs.
- Tips & Tricks – Create a clean, professional layout that stands out.
- Essential Skills & Structure – Highlight your strengths effectively.
- What Employers Look For – Understand key hiring criteria.
- The “Don’ts” – Avoid common resume mistakes.



Palo Verde College Needles Center
725 W. Broadway St. Needles, CA 92363

artemiza.lujano@paloverde.edu

10. MOBILE DENTAL CLINIC



Public Health

Appointments are strongly recommended



Dental Services

Mobile Dental Clinic On-The-Go

No insurance? We can help!

Who Can Benefit?

Open to uninsured and those who have applied for Medi-Cal

Services Provided

- Basic dental screenings, and assessments
- Preventative care and oral health education
- Comprehensive exam with dental x-rays for diagnosis and treatment planning
- Cleanings
- Application of topical fluoride varnish
- Fillings
- Limited root canal treatments and extractions

To apply for Medi-Cal, scan the QR code or visit the link:

bit.ly/SBCMedi-Cal

Where?

Colorado River Medical Center
(Parking Lot)
1401 Bailey Ave., Needles

When?

From October 20-24, 2025:

- Monday from 1 - 3:30 p.m.
- Tuesday-Thursday 9 a.m.-3:30
- Friday from 9 a.m.-12 p.m.



1 (800) 722-4777

To make an appointment, press 5



dph.sbcounty.gov

Item 8.