

AGENDA

REGULAR MEETING OF THE BOARD OF PUBLIC UTILITIES OF THE CITY OF NEEDLES, CALIFORNIA TUESDAY, DECEMBER 3, 2024 AT 4:00 PM EL GARCES HISTORIC DEPOT 950 FRONT STREET, NEEDLES

THE PUBLIC MAY ATTEND VIA <u>TEAMS</u> 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: 378 268 131#

OR listen in and participate by calling Teams: 1-323-488-2227 - Meeting ID: 378 268 131#

Meetings are being recorded

CALL TO ORDER - ROLL CALL -- Grant an excused absence to Chairman Campbell

ADMINISTER OATH OF OFFICE TO NEW BOARD MEMBER, MICHAEL G. POWELL - WELCOME

APPROVAL OF AGENDA (ACT)

Public Comments pertaining to the Executive Session Item

Recess to Executive Session -- Conference with legal counsel regarding potential litigation pursuant to Government Code Section 54956.9(d)(2) and/or (3) and/or (4) (one potential case adverse to Rio Buena Vista HOA)

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 2 on the Consent Calendar by affirmative vote (ACT)

Minutes of regular meeting held October 15, 2024

2. Accept the Annual Report to the California Energy Commission Power Content Label for the year ending December 31, 2023

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

- 3. Authorize the City Manager to execute the Parker-Davis Voluntary Reduction Agreement providing for a voluntary reduction in reliance on Western Area Power Administration purchased power (ACT)
- 4. Adopt the City of Needles Renewable Energy Resources Procurement Plan dated December 11, 2024 at a cost not to exceed \$454,000 to come from the adopted NPUA budget (ACT)
- 5. Approve a License Agreement for the Joint Use of Poles between the City of Needles and Fort Mojave Indian Tribe dba Fort Mojave Telecommunications, Inc. for TC Attachment to City Poles (ACT)

REPORTS (INF)

- 6. Western Area Power Administration FY25 Q3 term purchase
- 7. Present Perfected Rights (PPR) report October 2024
- 8. EUSI, LLC operational support services relating to the wastewater treatment facility and collection system October 2024

PENDING MATTERS (not for discussion at this time)

Arc Flash Study System Improvements Cost Estimate and Timeline Report (per Board action on April 4, 2023)

Report on Park Moabi powerline after November 2024 election (Board request on July 2, 2024)

MANAGER'S REPORT

9. Manager's Report November 15 and 22, 2024

BOARD REQUESTS

ADJOURNMENT

INTERNET ACCESS TO BOARD AGENDA AND STAFF REPORT MATERIAL IS AVAILABLE PRIOR TO THE MEETING AT: http://www.cityofneedles.com

Posted: November 26, 2024

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

October 15, 2024

The regular meeting of the Board of Public Utilities held on the 15th day of October, 2024, was called to order at 4:00 p.m. with CHAIRMAN CAMPBELL presiding and the following COMMISSIONERS present:

COMMISSIONERS LEJEUNE, BROWN AND MOFFITT

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

EX ABSNC COMMISSIONER MOFFITT MOVED, SECONDED BY COMMISSIONER

LeJEUNE, to grant an excused absence to COMMISSIONERS SCHNEIDER

AND McNEIL Motion carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LEJEUNE,

BROWN AND MOFFITT

NOES: NONE

ABSENT: COMMISSIONERS SCHNEIDER AND McNEIL

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

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LeJEUNE,

BROWN AND MOFFITT

NOES: NONE

ABSENT: COMMISSIONERS SCHNEIDER AND McNEIL

CORSPNDN: None

PBLC APRN: None

CNST CAL: COMMISSIONER MOFFITT requested to pull item #3 (Approve the 2023

Greenhouse Gas Emissions Allowance Transaction from CP Energy Marketing LP (\$614,631.60) and Evolution Market (\$6,146.32) for a total amount not to exceed \$620,778 to be funded from the adopted FY25 electric budget).

CHAIRMAN CAMPBELL MOVED, SECONDED BY COMMISSIONER LeJEUNE, to pull consent item #3 and approve consent calendar items 1 and 2.

- 1. Minutes of adjourned regular meeting held October 1, 2024
- 2. Cancel the 2nd regular meetings of November 19 and December 17, 2024 due to the upcoming holidays

Motion to approve item 1 carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LEJEUNE

AND MOFFITT

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NONE NOES:

ABSENT: COMMISSIONERS SCHNEIDER AND McNEIL

ABSTAIN: **COMMISSIONER BROWN**

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

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LEJEUNE,

BROWN AND MOFFITT

NOES: **NONE**

ABSENT: COMMISSIONERS SCHNEIDER AND McNEIL

<u>ALLWNCE</u>

GHG EMSN COMMISSIONER MOFFITT noted that Needles is a town of 5,000 people and it's costing \$620,000 for nothing. This cost is not for energy projects but to corporations. COMMISSIONER BROWN referenced the solar project assessment and if that project was placed now, how much offset would there be of the \$620,000? Discussion followed on the cost of the greenhouse gas emissions, how a solar project may offset that cost, and the analysis that was prepared over a 30 year term showing a small offset.

> COMMISSIONER BROWN MOVED, SECONDED BY COMMISSIONER LeJEUNE, to approve the 2023 Greenhouse Gas Emissions Allowance Transaction from CP Energy Marketing LP (\$614,631.60) and Evolution Market (\$6,146.32) for a total amount not to exceed \$620,778 to be funded from the adopted FY25 electric budget. Motion carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LEJEUNE,

BROWN AND MOFFITT

NONE NOES:

COMMISSIONERS SCHNEIDER AND McNEIL ABSENT:

REG ITEMS: Utility Manager Torrance explained that a request for proposals was issued for a comprehensive electric, water and wastewater cost of service study and one qualified bid was received. This study is done every five years and staff is asking the Board to accept the bid of Raftelis Financial Consultants, Inc. in the amount of

ACPT BID **RE UTLTY** RATE STDY \$98,774.

> CHAIRMAN CAMPBELL referenced the solar project which is to be included as it's city owned and felt the Board needs to have a full understanding of demand meters and if they are beneficial to the electric utility. COMMISSIONER MOFFITT commented that we also need to look at different rate structures i.e. flat rate, tiered rate, etc.

> City Manager Martinez spoke on the need for revenue to cover capital projects and could get additional revenues by raising rates. Discussion ensued on how the rate analysis will be done; what's to be included to come to the recommended rate; and the rate study versus the solar project analysis and timing of both reports.

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COMMISSIONER MOFFITT MOVED, SECONDED BY COMMISSIONER BROWN, to accept the bid of Raftelis Financial Consultants, Inc. to prepare a Comprehensive Electric, Water, and Wastewater Cost of Service Ratemaking Study at a cost not to exceed \$98,774 utilizing the adopted FY25 NPUA budget. Motion carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LEJEUNE,

BROWN AND MOFFITT

NOES: NONE

COMMISSIONERS SCHNEIDER AND McNEIL ABSENT:

APPT RATE CHAIRMAN CAMPBELL noted that COMMISSIONER SCHNEIDER will be STUDY AD leaving in March but does have an interest in being on this Ad Hoc Committee HOC COMM until his departure and then the Board could appoint a replacement. He proposed COMMISSIONER SCHNEIDER for appointment and COMMISSIONER MOFITT proposed CHAIRMAN CAMPBELL.

> COMMISSIONER MOFFITT MOVED, SECONDED BY COMMISSIONER LeJEUNE, to appoint CHAIRMAN CAMPBELL, COMMISSIONERS SCHNEIDER AND BROWN to the 2024 Ratemaking Study Ad Hoc Committee. Motion carried by the following roll call vote:

AYES: CHAIRMAN CAMPBELL, COMMISSIONERS LEJEUNE,

BROWN AND MOFFITT

NOES: **NONE**

ABSENT: COMMISSIONERS SCHNEIDER AND McNEIL

REPORTS:

CHAIRMAN CAMPBELL acknowledged the following reports: 1) EUSI, LLC operational support services relating to the wastewater treatment facility and collection system September 2024; 2) Monthly Activity Report June 2024; and 3) Present Perfected Rights (PPR) report September 2024

MGR'S RPT: City Manager Martinez briefly spoke on current projects and events.

BRD ROSTS: COMMISSIONER BROWN asked for an update on the water treatment plant to which Utility Manager Torrance responded there's been an unforeseen delay of 8-10 weeks from this week, however, will be doing the 16" intertie line during that time.

> COMMISSIONER MOFFITT asked about the status of the metal building on Broadway and City Manager Martinez responded that the building permit is good for one year and the city can't do anything until the permit expires.

CHAIRMAN CAMPBELL declared the regular meeting of the Board of Public Utilities held on the 15th day of October, 2024, adjourned at 4:29 p.m.

| ATTEST:_ | | |
|----------|----------|---------------|
| | Chairman | Secretary |



City of Needles, California Request for Commission Action

| ☐ CITY COUNCIL ⊠ | BOARD OF PUBL | IC UTILITIES | ⊠ Regular ∐ Special | | | | | | | |
|---|---|---|--|--|--|--|--|--|--|--|
| Meeting Date: | December 3, 2024 | 1 | | | | | | | | |
| Title: California Energy Commission Calendar Year (CY) 2023 Power Conte Label Annual Reporting | | | | | | | | | | |
| Background: reliable, and simple-to-under services" to California consu | stand information on | | established to provide "accurate, gy used to provide electric | | | | | | | |
| that retail suppliers of electric intensity of the supplier's ele transparency for consumers program's relevance to Califo | city additionally discle ctric service products and strengthen the F ornia's climate chang | ose to consumers the c. This modification to Power Source Disclose e activities. The NPU | the program will improve | | | | | | | |
| Enclosed is the 2023 Power energy resources categories Power Administration, Parke | . The annual report b | reaks down purchas | es procured through Western Area | | | | | | | |
| Fiscal Impact: | None | | | | | | | | | |
| Environmental Impact: | None | | | | | | | | | |
| Recommended Action: Commission Power Conte | • | • | the California Energy r 31, 2023 | | | | | | | |
| Submitted By: | Rainie Torrance, U | tility Manager | | | | | | | | |
| City Manager Approval: | Patrick J. | Martinez | Date: 11/25/2024 | | | | | | | |
| Other Department Approva | al (when required): <u> </u> | | Date: | | | | | | | |
| Approved: Not A | pproved: | Tabled: | Other: | | | | | | | |
| | | | Agenda Item: | | | | | | | |
| | | | | | | | | | | |

2023 POWER CONTENT LABEL

City of Needles

www.cityofneedles.com

| | Gas Emissions os CO ₂ e/MWh) | Energy Resources | City of Needles | 2023 CA Power Mix |
|-----------------|--|---------------------------------|--------------------|----------------------|
| City of Needles | 2023 CA Utility Average | Eligible Renewable ¹ | 0.0% | 36.9% |
| City of Needles | 2020 OA Otility Average | Biomass & Biowaste | 0.0% | 2.1% |
| 597 | 373 | Geothermal | 0.0% | 4.8% |
| 1000 | _ | Eligible Hydroelectric | 0.0% | 1.8% |
| 1000 | | Solar | 0.0% | 17.0% |
| 800 | — ■City of Needles | Wind | 0.0% | 11.2% |
| | · | Coal | 0.0% | 1.8% |
| 600 | _ | Large Hydroelectric | 36.8% | 11.7% |
| 400 | _ | Natural Gas | 0.0% | 36.6% |
| | ■2023 CA Utility | Nuclear | 0.0% | 9.3% |
| 200 | _ Average | Other | 0.0% | 0.1% |
| 0 | | Unspecified Power ² | 63.2% | 3.7% |
| 0 | | TOTAL | 100.0% | 100.0% |
| Perc | entage of Retail Sa Retired Unbundle | 0% | | |

¹The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

For specific information about this electricity portfolio, contact: City of Needles 760-326-2115

For general information about the Power Content Label, visit:

<u>https://www.energy.ca.gov/programs-and-</u> topics/programs/power-source-disclosure-program

²Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source.

³Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

2023 POWER CONTENT LABEL (Retail Supplier Name) (Website URL for PCL Posting) **Electricity Electricity Greenhouse Gas Emissions Intensity** 2023 CA **Energy Resources** Portfolio 1 Portfolio 2 (lbs CO₂e/MWh) Power Mix Name Name 2023 CA Utility Eligible Renewable¹ 0.0% 0.0% 36.9% Electricity Portfolio 1 Electricity Portfolio 2 Name Name Average Biomass & Biowaste 0.0% 0.0% 2.1% 0 0 373 0.0% 0.0% 4.8% Geothermal Eligible Hydroelectric 0.0% 0.0% 1.8% 1000 0.0% Solar 0.0% 17.0% ■ Electricity Portfolio 1 Name 800 Wind 0.0% 0.0% 11.2% Coal 0.0% 0.0% 1.8% 600 11.7% Large Hydroelectric 0.0% 0.0% Electricity Portfolio 2 **Natural Gas** 0.0% 0.0% 36.6% 400 **Nuclear** 0.0% 0.0% 9.3% 200 0.0% 0.1% ■2023 CA Utility Other 0.0% Average Unspecified Power² 0.0% 0.0% 3.7% 0 **TOTAL** 100.0% 100.0% 100.0% 0% 0% Percentage of Retail Sales Covered by Retired Unbundled RECs3:

For specific information about this electricity (Retail Supplier Name)

portfolio, contact: (Retail Supplier Phone Number)

For general information about the Power Content

Label, visit:

https://www.energy.ca.gov/programs-and-topics/programs/powersource-disclosure-program

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2023 POWER CONTENT LABEL

(Retail Supplier Name)

(Website URL for PCL Posting)

| Greenhouse Gas Emissions Intensity (Ibs CO ₂ e/MWh) | | ity | Energy Resources | | Electricity Portfolio 2 Name | Electricity Portfolio 3 Name | 2023 CA Power Mix | |
|---|-------------------------|--------------------------------|-------------------|---------------------------------|------------------------------------|------------------------------------|----------------------|--------|
| Electricity Portfolio 1 | Electricity Portfolio 2 | Electricity Portfolio 3 | 2023 CA Utility | Eligible Renewable ¹ | 0.0% | 0.0% | 0.0% | 36.9% |
| Name | Name | Name | Average | Biomass & Biowaste | 0.0% | 0.0% | 0.0% | 2.1% |
| 0 | 0 | 0 | 373 | Geothermal | 0.0% | 0.0% | 0.0% | 4.8% |
| 1000 | | | | Eligible Hydroelectric | 0.0% | 0.0% | 0.0% | 1.8% |
| 1000 | | – ■ Flectricity D | ortfolio 1 Name | Solar | 0.0% | 0.0% | 0.0% | 17.0% |
| 800 | | – Electricity i v | ortiolio i Marrie | Wind | 0.0% | 0.0% | 0.0% | 11.2% |
| | | ■ Electricity Portfolio 2 Name | | Coal | 0.0% | 0.0% | 0.0% | 1.8% |
| 600 | | _ ■ Electricity Po | ortiolio 2 Name | Large Hydroelectric | 0.0% | 0.0% | 0.0% | 11.7% |
| 400 | | | | Natural Gas | 0.0% | 0.0% | 0.0% | 36.6% |
| | | ■ Electricity Po | ortfolio 3 Name | Nuclear | 0.0% | 0.0% | 0.0% | 9.3% |
| 200 | | _ | | Other | 0.0% | 0.0% | 0.0% | 0.1% |
| 0 | | ■2023 CA Uti | lity Average | Unspecified Power ² | 0.0% | 0.0% | 0.0% | 3.7% |
| | | | | TOTAL | 100.0% | 100.0% | 100.0% | 100.0% |
| Percentage of Retail Sales Covered by Retired Unbundled RECs³: 0% 0% 0% | | | | | | | | |

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For specific information about this electricity portfolio, contact:

(Retail Supplier Name)
(Retail Supplier Phone Number)

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³Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.

2023 POWER CONTENT LABEL (Retail Supplier Name) (Website URL for PCL Posting) Electricity Electricity Electricity Electricity **Greenhouse Gas Emissions Intensity** 2023 CA Portfolio 4 **Energy Resources** Portfolio 1 Portfolio 2 Portfolio 3 (lbs CO₂e/MWh) **Power Mix** Name Name Name Name Eligible Renewable¹ 36.9% 2023 CA Utility 0.0% 0.0% 0.0% 0.0% Electricity Portfolio 1 Electricity Portfolio 2 Electricity Portfolio 3 Electricity Portfolio 4 Name Name Name Name Average Biomass & Biowaste 0.0% 0.0% 0.0% 0.0% 2.1% 0 0 0 373 0 0.0% 0.0% 0.0% 0.0% 4.8% Geothermal Eligible Hydroelectric 0.0% 0.0% 0.0% 0.0% 1.8% 1000 ■ Electricity Portfolio 1 Name Solar 0.0% 0.0% 0.0% 0.0% 17.0% 800 Wind 0.0% 0.0% 0.0% 0.0% 11.2% ■ Electricity Portfolio 2 Name 0.0% 0.0% 0.0% 0.0% 1.8% Coal 600 Large Hydroelectric 0.0% 0.0% 0.0% 0.0% 11.7% ■ Electricity Portfolio 3 Name **Natural Gas** 0.0% 0.0% 0.0% 0.0% 36.6% 400 Nuclear 0.0% 0.0% 0.0% 0.0% 9.3% ■ Electricity Portfolio 4 Name 200 Other 0.0% 0.0% 0.0% 0.0% 0.1% Unspecified Power² 3.7% 0.0% 0.0% 0.0% 0.0% ■ 2023 CA Utility Average 0 **TOTAL** 100.0% 100.0% 100.0% 100.0% 100.0% 0% 0% 0% 0% Percentage of Retail Sales Covered by Retired Unbundled RECs3:

For specific information about this electricity portfolio, contact:

(Retail Supplier Name)
(Retail Supplier Phone Number)

For general information about the Power Content Label, visit:

 $\frac{\text{https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program}}{\text{program}}$

¹The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

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2023 POWER CONTENT LABEL (Retail Supplier Name) (Website URL for PCL Posting) Electricity Electricity Electricity Electricity Electricity **Greenhouse Gas Emissions Intensity** 2023 CA **Energy Resources** Portfolio 1 Portfolio 2 Portfolio 3 Portfolio 4 Portfolio 5 **Power Mix** (lbs CO₂e/MWh) Name Name Name Name Name Electricity Portfolio 5 Eligible Renewable 0.0% 0.0% 0.0% 0.0% 0.0% 36.9% Electricity Portfolio 1 Electricity Portfolio 2 Electricity Portfolio 3 Electricity Portfolio 4 2023 CA Utility Average Biomass & Biowaste 0.0% 0.0% 0.0% 0.0% 0.0% 2.1% 0 0 373 Geothermal 0.0% 0.0% 0.0% 0.0% 0.0% 4.8% 0.0% 0.0% 0.0% 0.0% 0.0% 1.8% Eligible Hydroelectric 1000 ■ Electricity Portfolio 1 Name Solar 0.0% 0.0% 0.0% 0.0% 0.0% 17.0% 800 Wind 0.0% 0.0% 0.0% 0.0% 0.0% 11.2% ■ Electricity Portfolio 2 Name Coal 0.0% 0.0% 0.0% 0.0% 0.0% 1.8% 600 ■ Electricity Portfolio 3 Name Large Hydroelectric 0.0% 0.0% 0.0% 0.0% 0.0% 11.7% **Natural Gas** 0.0% 0.0% 0.0% 0.0% 0.0% 36.6% 400 ■ Electricity Portfolio 4 Name Nuclear 0.0% 0.0% 0.0% 0.0% 0.0% 9.3% 200 ■ Electricity Portfolio 5 Name Other 0.0% 0.0% 0.0% 0.0% 0.0% 0.1% Unspecified Power² 0.0% 0.0% 0.0% 0.0% 0.0% 3.7% 0 ■2023 CA Utility Average TOTAL 100.0% 100.0% 100.0% 100.0% 100.0% 100.0% Percentage of Retail Sales Covered by Retired Unbundled RECs3: 0% 0% 0% 0% 0%

For specific information about this electricity portfolio, contact:

(Retail Supplier Name)
(Retail Supplier Phone Number)

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| | 2023 POWER CONTENT LABEL | | | | | | | | | | | | | |
|-------------------------|---|-------------------------|--|-------------------------|-------------------------|-----------------|---------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|----------------------|
| | (Retail Supplier Name) | | | | | | | | | | | | | |
| | (Website URL for PCL Posting) | | | | | | | | | | | | | |
| | | | se Gas Emissior (lbs CO ₂ e/MWh) | | | | Energy Resources | Electricity Portfolio 1 Name | Electricity Portfolio 2 Name | Electricity Portfolio 3 Name | Electricity Portfolio 4 Name | Electricity Portfolio 5 Name | Electricity Portfolio 6 Name | 2023 CA Power Mix |
| Electricity Portfolio 1 | Electricity Portfolio 2 | Electricity Portfolio 3 | Electricity Portfolio 4 | Electricity Portfolio 5 | Electricity Portfolio 6 | 2023 CA Utility | Eligible Renewable ¹ | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 36.9% |
| Name | Name | Name | Name | Name | Name | Average | Biomass & Biowaste | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 2.1% |
| 0 | 0 | 0 | 0 | 0 | 0 | 373 | Geothermal | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 4.8% |
| 1000 - | | | | | | | Eligible Hydroelectric | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 1.8% |
| 1000 | | | | | ■Electricity Portfolio | 1 Name | Solar | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 17.0% |
| 800 | | | | | ■Electricity Portfolio | 2 Name | Wind | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 11.2% |
| | | | | | ■Electricity Portfolio | 3 Name | Coal | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 1.8% |
| 600 | | | | | • | | Large Hydroelectric | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 11.7% |
| 400 | | | | | ■Electricity Portfolio | 4 Name | Natural Gas | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 36.6% |
| | | | | | ■Electricity Portfolio | 5 Name | Nuclear | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 9.3% |
| 200 | | | | | ■Electricity Portfolio | 6 Name | Other | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.1% |
| • | | | | | ■2023 CA Utility Av | orago | Unspecified Power ² | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 3.7% |
| 0 - | | | | | =2020 GA Otility AV | ciago | TOTAL | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% | 100.0% |
| | Percentage of Retail Sales Covered by Retired Unbundled RECs ³ : | | | | | 0% | 0% | 0% | 0% | 0% | 0% | | | |

¹The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology.

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For specific information about this electricity portfolio, contact:

(Retail Supplier Name) (Retail Supplier Phone Number)

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City of Needles, California Request for Commission Action

| \square CITY COUNCIL \boxtimes | BOARD OF PUBLIC | CUTILITIES | ⊠ Regular ☐ Special |
|--|--|--|--|
| Meeting Date: | December 3, 2024 | | |
| Title: | · | | execute the Parker-Davis Voluntary |
| the FES Contract, WAPA is defined in the FES Contract) Colorado River Basin and disfor WAPA to meet its Monthl | m electric service of P committed to delivering to participating contra sruptions in the wholes y Energy commitment d on purchasing powe | arker-Davis Project g specified obligati actors. In recent ye sale energy marke s to FES contractor r and adding such | tors are parties to Contract No. It (PDP) power. Under Section X of ons of firm Monthly Energy (as ars, drought conditions in the It have made it increasingly difficult rs with federal hydropower alone. costs to the PDP FES rate to meet |
| based on federal hydropowe Interior, Bureau of Reclamat contractors. In return for volu Contractor would receive mo FES rate. Participating Contractor | d accept reduced ener ir generation projection ion (Reclamation), and intarily electing to take onthly billing credits ba ractors would also rec th the Participating Co | gy deliveries from ns made available d shared with Parti e reduced energy of sed on the purcha eive credits for the ntractor may volur | WAPA. Such reductions would be to WAPA by the Department of cipating Contractor and other FES |
| | ation when there is a s | shortfall. There is r | ses with excess allocation to cover to disadvantage to executing the n. |
| Fiscal Impact: | Reduction is Parker- | Davis hydro costs. | |
| Environmental Impact: | None | | |
| Recommended Action: | Authorize the City Reduction Agreemer | • | ecute the Parker-Davis Voluntary |
| Submitted By: | Rainie Torrance, Uti | lity Manager | |
| City Manager Approval: Other Department Approva | Patrick J. 7. | <u>Martinez</u> | Date: 11/25/2024 Date: |
| | pproved: | Tabled: | Other: |
| | rr | . 5 | Agenda Item: |
| | | | |



Department of Energy

Western Area Power Administration
Desert Southwest Customer Service Region
P.O. Box 6457
Phoenix, AZ 85005-6457

Date

Letter Agreement No. XX-DSR-XXXXX Customer Name Letter Agreement Title/Name

ELECTRONIC DELIVERY

CUSTOMER POC NAME TITLE COMPANY NAME ADDRESS ADDRESS 2 CITY, STATE ZIP

Dear Mr./Ms. Last Name:

This Letter Agreement No. 24-DSR-XXXXX (Agreement) is entered between U.S. Department of Energy, Western Area Power Administration (WAPA) and xxxx (Participating Contractor), which hereinafter may each be called a Party individually, or collectively, the Parties.

WAPA and Participating Contractor are parties to Contract No. XXXX (FES Contract), for firm electric service of Parker-Davis Project (PDP) power. Under Section X of the FES Contract, WAPA is committed to deliver specified obligations of firm Monthly Energy (as defined in the FES Contract) to Participating Contractor. In recent years, drought conditions in the Colorado River Basin and disruptions in the wholesale energy market have made it increasingly difficult for WAPA to meet its Monthly Energy commitments to FES contractors with federal hydropower alone. To meet its Monthly Energy requirements to FES contractors, WAPA has increasingly relied on purchasing power and adding such costs to the PDP FES rate.

This Agreement permits the Participating Contractor, on a voluntary basis, to elect to reduce its reliance on WAPA-purchased power and accept reduced energy deliveries from WAPA. Such reductions would be based on federal hydropower generation projections made available to WAPA by the Department of Interior, Bureau of Reclamation (Reclamation), and shared with Participating Contractor and other FES contractors. In return for voluntarily electing to take reduced energy deliveries, Participating Contractor would receive monthly billing credits based upon the purchase power component of the PDP FES rate. Participating Contractor would also receive credits for their part in reducing purchase power deficits. The process by which

Participating Contractor may voluntarily elect to reduce its energy deliveries and obtain corresponding billing credits is set forth herein.

This Agreement shall be read and interpreted in accordance with FES Contract No. XXXXX. The terms used in this Agreement shall have the same meaning provided by the FES Contract, unless otherwise noted herein. Nothing in this Agreement shall be construed as altering or reducing Participating Contractor or other FES contractors' PDP allocations.

1. **Agreement**: In accordance with, and subject to, the provisions of this Agreement, the Parties agree to the terms and conditions set forth as follows.

2. **Definitions**:

- 2.1 **Adjusted Monthly Energy**: The amount of monthly energy deliveries including voluntarily accepted reductions by the Participating Contractor for the forthcoming three-month period. Such Adjusted Monthly Energy may be the Proposed Reduced Monthly Energy, or some other amount which is less than Participating Contractor's Exhibit A Energy.
- 2.2 **Annual Operating Plan**: A plan produced annually and presented to FES contractors, typically in May of each year, to cover PDP loads with PDP generation, PPW, and other resources.
- 2.3 **Deficit Credits**: As defined in Section No. 7.
- 2.4 **Energy Credits**: As defined in Section No. 6.
- 2.5 **Exhibit A Energy**: The allocated energy as expressed in Exhibit A, Section 3 to a contractor's FES Contract.
- 2.6 **FES Contractor**: Any contractor who is a party to an FES Contract with WAPA and has an allocation of PDP energy, whether it is a Participating Contractor or not.
- 2.7 **Participating Contractor**: An FES Contractor who has signed a letter agreement with WAPA which permits it to voluntarily elect monthly reduced energy deliveries in exchange for billing credits.
- 2.8 **Projected Reduced Monthly Energy**: Estimated reduced monthly energy amounts for three-month periods beyond the forthcoming three-month period that WAPA will issue to Participating Contractors for planning purposes.
- 2.9 **Proposed Reduced Monthly Energy**: The amount of reduced monthly energy

deliveries WAPA will propose to the Participating Contractor for the forthcoming three-month period, based on the Participating Contractor's proportion of Reclamation's generation projections for that three-month period. Participating Contractor's proportion will be calculated by dividing the Participating Contractor's Exhibit A Energy (the numerator) by the sum of all FES Contractors' Exhibit A Energy (the denominator).

2.10 **Purchased Power and Wheeling (PPW)**: The amount of energy, capacity, and transmission wheeling necessary to support Firm Electric Service obligations absent sufficient federal hydropower.

3. **Term**:

- 3.1 This Agreement shall be effective upon execution and remain in effect concurrent with the term of FES Contract No. XXXX.
- 3.2 A Party may, at any time, terminate this Agreement by providing thirty (30) days advance written notice of termination to the other Party; provided, that the termination shall be effective prospectively, and shall have no effect on performance, actions, or obligations already incurred under this Agreement, including prior, voluntary elections by Participating Contractor to take Adjusted Monthly Energy and commitments by WAPA to deliver such Adjusted Monthly Energy.

4. **Proposed Reduced Monthly Energy**:

- 4.1 In months where federal hydropower generation projections are equal to, or more than all FES Contractors' Exhibit A Energy, energy deliveries by WAPA will be in accordance with Participating Contractor's FES Contract.
- 4.2 In months where federal hydropower generation projections are less than the total of all FES Contractors' combined monthly energy allocations, WAPA will offer Proposed Reduced Monthly Energy to Participating Contractors.
- 4.3 WAPA will offer Proposed Reduced Monthly Energy to the Participating Contractor for the next full three-month period based on published federal hydropower generation projections in Reclamation's latest 24-month study. Proposed Reduced Monthly Energy will be shared with Participating Contractors by electronic means of communication no later than one month in advance of the first day of the applicable three-month period. The three-month periods in which Proposed Reduced Monthly Energy will be offered by WAPA, and Adjusted Monthly Energy may be voluntarily accepted by Participating Contractors, are based on the federal fiscal year (FY), and shall be October 1-December 31, January 1-March 31, April 1-June 30, and July 1-September 30.

5. **Adjusted Monthly Energy**:

5.1 If the Participating Contractor voluntary elects to accept reduced energy deliveries less than Exhibit A Energy for the forthcoming three-month period, the Participating Contractor shall notify WAPA of its Adjusted Monthly Energy elections no later than 15 days in advance of the first day of the applicable three-month period. The Participating Contractor shall specify the quantity of Adjusted Monthly Energy for each month of the three-month period. The timely election to accept Adjusted Monthly Energy shall be binding and enforceable as between the Participating Contractor and WAPA, subject to the terms of this Agreement.

6. **Billing Credits for Participation (Energy Credits)**:

- 6.1 Participating Contractors that elect to receive Adjusted Monthly Energy shall be entitled to billing credits (hereinafter, "Energy Credits"). The volume of energy in MWh subject to Energy Credits will be the difference between the Participating Contractor's Adjusted Monthly Energy and its Exhibit A Energy.
- 6.2 In advance of each new FY, WAPA will inform Participating Contractor of its maximum monthly Energy Credit amounts for each month of the upcoming FY. The maximum monthly Energy Credit amounts will be calculated using the Participating Contractor's proportionate share (percentage) of the total allocated PDP energy (i.e., the Participating Contractor's Exhibit A Energy divided by the total allocated PDP energy) multiplied by the monthly distribution of PPW included in the annual PDP FES rate. The PPW component of the annual PDP FES rate includes only an annual total amount; the monthly distributions of PPW included in the annual PDP FES rate shall be derived by calculating ratios between the monthly PPW forecast and the annual PPW forecast set forth in the PDP Annual Operating Plan and multiplying the applicable ratio by the annual total amount of PPW included in the PDP FES rate. Energy Credits will be applied to Participating Contractors based on the result of the applicable maximum monthly Energy Credit multiplied by the proportion of reduction the Participating Contractor elects.

See the chart below for examples of how maximum monthly Energy Credits will be calculated, using a theoretical scenario including the 2024 PPW estimates from the PDP Annual Operating Plan, the amount of PPW included in the 2024 PDP FES rate and the monthly distributions thereof, and a contractor who has an allocation of 10% of the total allocated energy from PDP and elects to take the maximum reduction (100%) proposed by WAPA.

| | Α | В | c | D | E |
|-----|----------------------------|------------------------|----------------------------------|------------------------|--|
| | Purchase Power Estimate | PPW in Rate Monthly | Maximum Monthly Energy Credit | Contractor Energy % | Portion of Voluntary Reduction Taken |
| Oct | \$421,866 | \$404,020 | \$40,402 | 10% | 100% |
| Nov | \$728,255 | \$697,448 | \$69,745 | 10% | 100% |
| Dec | \$1,487,916 | \$1,424,973 | \$142,497 | 10% | 100% |
| Jan | \$1,208,300 | \$1,157,186 | \$115,719 | 10% | 100% |
| Feb | \$559,349 | \$535,687 | \$53,569 | 10% | 100% |
| Mar | \$867,130 | \$830,448 | \$83,045 | 10% | 100% |
| Apr | \$273,036 | \$261,486 | \$26,149 | 10% | 100% |
| May | \$257,134 | \$246,256 | \$24,626 | 10% | 100% |
| Jun | \$1,120,454 | \$1,073,056 | \$107,306 | 10% | 100% |
| Jul | \$3,627,596 | \$3,474,138 | \$347,414 | 10% | 100% |
| Aug | \$4,535,122 | \$4,343,272 | \$434,327 | 10% | 100% |
| Sep | \$3,708,930 | \$3,552,031 | \$355,203 | 10% | 100% |
| TOT | \$18,795,089 | \$18,000,000 | \$1,800,000 | | |

- A: 2024 monthly purchase power forecasts, with an annual forecasted amount of \$20,000,000, as presented in the PDP Annual Operating Plan meeting
- B: Purchase Power and Wheeling (PPW) included in the 2024 PDP FES rate for annual total amount of \$18M [months calculated based on ratios from the monthly amounts in Column A divided by the Column A total]
- C: Maximum monthly credit assuming all of a proposed voluntary reduction is accepted [(B multiplied by D) multiplied by E]
 - 6.3 Energy Credits will be applied to service bills as soon as accounting information is available and after the applicable service month is completed. If the credit exceeds the cost of firm electric service for the month, the credit shall be applied to the extent it results in a zero-balance due with no payment required from the Participating Contractor. WAPA shall carry forward any balances of Energy Credits and apply them to service bills in subsequent months.
 - 6.4 WAPA will make reasonable efforts to credit any such unapplied Energy Credits no later than two years after the applicable service month.

7. <u>Billing Credits for Deficits (Deficit Credits)</u>:

- 7.1 When cost projections for PPW in the PDP FES rate are less than actual PPW expenditures, PDP incurs a deficit that must be repaid within a prescribed period. If amortized, that payment includes both principal and interest components that are added to a subsequent year's PDP FES rate. To hold Participating Contractors harmless from deficits for PPW incurred during a month in which they elected to receive Adjusted Monthly Energy, and to the extent they reduced energy deliveries, additional billing credits will be provided to Participating Contractors (hereinafter, "Deficit Credits"). Deficit Credits will be provided because the Participating Contractor did not receive energy covered by the deficit and as such did not benefit from the deficit. Deficit Credits will be calculated based on the amount of principal and interest for the deficit included in the PDP FES rate and the Participating Contractor's proportion of energy reduction when the deficit was incurred.
- 7.2 Deficits attributed to PPW required to deliver Adjusted Monthly Energy to Participating Contractors will not be eligible for Deficit Credits. The Participating Contractor must pay its share of such a deficit because the deficit covered the cost of energy necessary to meet the Participating Contractor's Adjusted Monthly Energy amount and, as such, the Participating Contractor benefited from the deficit.

8 Projected Reduced Monthly Energy:

- 8.2 At the same time WAPA offers Proposed Reduced Monthly Energy to Participating Contractors for the forthcoming three-month period, WAPA will also provide to Participating Contractors, for planning purposes, Projected Reduced Monthly Energy for the three subsequent three-month periods. Projected Reduced Monthly Energy amounts are subject to change as new Reclamation projections are published.
- 8.3 At the same time Participating Contractor notifies WAPA of its Adjusted Monthly Energy elections for the forthcoming three-month period, the Participating Contractor shall also disclose to WAPA, for planning purposes, reductions they intend to elect for the three subsequent three-month periods. Notwithstanding Section 5.1, Participating Contractor's disclosed reductions for the subsequent three three-month periods are not binding.

9 **Notification Requirements**:

9.2 Publications of Proposed Reduced Monthly Energy and Projected Reduced Monthly Energy will be issued by the WAPA Energy Management and Marketing

- Office via e-mail. WAPA intends to develop a web-based application for such publications, and upon notice to Participating Contractors, will transition from e-mail to web-based posting in the future.
- 9.3 The Participating Contractor will identify points of contact who will provide WAPA notice of Adjusted Monthly Energy elections in accordance with section 5.1.
- Attachments: Attachments shall be made part of this Agreement. Changes, additions, or modifications to the attachments shall be reflected in new or revised attachments and will be distributed in accordance with Provision 40 of the General Power Contract Provisions.
- 11 <u>Governing Law</u>: This Contract shall be interpreted, governed by, and construed under applicable Federal law.
- Relationship to Other Contracts: Except as expressly provided in this Agreement, all other agreements(s) or contract(s) between Participating Contractor and WAPA will remain unchanged and in full force and effect. Failure of a Participating Contractor to provide timely notice under this Agreement shall not be deemed an event of default under Contract No. XXXX.
- Amendments and Modifications: This Agreement may be amended or modified by mutual written agreement duly executed by the Parties.
- General Power Contract Provisions: The General Power Contract Provisions (GPCP), effective September 1, 2007, are attached hereto, and are hereby made a part of this Agreement the same as if they had been expressly set forth herein; provided, that if the provisions in the GPCP conflict with this Agreement, the terms of this Agreement shall control.
- Execution By Counterparts: This Agreement may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto, by having attached to it one or more signature pages.
- Electronic Signatures: The Parties agree that this Agreement may be executed by either handwritten signature or digitally signed using Adobe Sign, Adobe E-Sign, or DocuSign pursuant to Section 13, herein. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

Authority to Execute: Everyone signing this Agreement certifies that the Party represented has duly authorized such individual to execute this Agreement that binds and obligates the Party.

Please provide acceptance of this Agreement by having an authorized representative date and sign the Agreement by handwritten signature or affix a digital signature by using only Adobe Sign, Adobe E-Sign or DocuSign that provides a certificate-based identification to authenticate the signer's identity and which binds each signature to the document with encryption. Return the dated and signed Agreement, as soon as possible, using (1) of the following options:

- 1. Digital Signature: email Agreement to xxxx@wapa.gov,
- 2. Handwritten Signature: email scanned Agreement to xxxx@wapa.gov and mail both originals to one (1) of the following addresses:

If by U. S. Postal Service:

Western Area Power Administration Desert Southwest Regional Office ATTN: G6xxx (XXXX)

P.O. Box 6457

Phoenix, AZ 85005-6457

If by Overnight Delivery:

Western Area Power Administration
Desert Southwest Regional Office
ATTN: Covey (XXXX)

ATTN: G6xxx (XXXX) 615 South 43rd Avenue Phoenix, AZ 85009

If the Agreement is signed by handwritten signature, provide attestation on the signature page and affix your corporate seal. If a seal is not available, then provide a signed letter of authorization from the Corporate Secretary, or any applicable certificates, resolutions, or minutes to indicate the signatory is duly authorized to commit Customer to the terms of the Agreement. If digitally signed, provide the applicable certificates, resolutions, or minutes. Technical questions related to the work to be performed under this Agreement should be directed to Project Manager Name, Project Manager Title at (602) XXX-XXXX. Contractual questions should be directed to Public Utilities Specialist Name, Public Utilities Specialist at (602) XXX-XXXX.

Sincerely,

WAPA Signatory Name WAPA Signatory Title

IN DUPLICATE

| Accepted and agreed to this day | of, 2024. |
|---------------------------------|---------------|
| [SEAL] | |
| Attest: | CUSTOMER NAME |
| Ву | By: |
| Title | Name: |
| | Title |



City of Needles, California Request for Commission Action

| ☐ CITY COUNCIL ⊠ | BOARD OF PUBLIC UTILITIES | ⊠ Regular ☐ Special |
|------------------|---------------------------|---------------------|
| Meeting Date: | December 3, 2024 | |

Title: Adopt the City of Needles Renewable Energy Resources Procurement Plan

dated December 11, 2024

Background: California's RPS program was established in 2002 by Senate Bill (SB) 1078 (Sher, 2002) with the initial requirement that 20% of electricity retail sales must be served by renewable resources by 2017. The program was accelerated in 2015 with SB 350 (de León, 2015), which mandated a 50% RPS by 2030. SB 350 includes interim annual RPS targets with three-year compliance periods and requires 65% of RPS procurement to be derived from long-term contracts of 10 or more years. In 2018, SB 100 (de León, 2018) was signed into law, which again increases the RPS to 60% by 2030 and requires all the state's electricity to come from carbon-free resources by 2045.

The CPUC implements and administers RPS compliance rules for California's retail sellers of electricity, which include large and small investor-owned utilities (IOUs), electric service providers (ESPs), and community choice aggregators (CCAs). The California Energy Commission (CEC) is responsible for certifying electrical generation facilities as eligible renewable energy resources and for adopting regulations for enforcing of RPS procurement requirements of public-owned utilities (POUs).

Long-Term Contract Requirement

Pursuant to Public Utilities (PUC) Code Section 399.13(b), CP 4, and subsequent CPs, includes a Long-Term Procurement Requirement requiring that 65% of an LSE's RPS procurement shall be from long-term procurement. Long-term procurement refers to procurement from long-term contracts, ownership, or ownership agreements, as specified in Section 3204(d) of the RPS POU Regulations and further discussed in the Regulatory Advisory RPS POU 2022-09-21.

Optional Compliance Measures

Each POU should ensure its Optional Compliance Measures (OCMs), are up-to-date and have been adopted at a noticed public meeting of the governing board of the POU prior to the end of CP 4, consistent with RPS POU Regulations Section 3205 and 3206. OCM rules adopted under RPS POU Regulations Section 3206 shall be in place and described in a POU's renewable energy resources procurement plan or enforcement program for a given compliance period if the POU intends to rely on these rules to satisfy or delay its RPS procurement requirements.

Fiscal Impact: The renewable energy resources procurement plan establishes a cost limitation for procuring RPS. The cost limitation is set at \$454,000 and is included the NPUA's adopted fiscal year budget. Staff have determined that any expenditure greater than 10% would have a negative impact on the ratepayers.

Environmental Impact: All of the State of California's electricity to come from carbon-free resources by 2045.

Recommended Action: Adopt the City of Needles Renewable Energy Resources Procurement Plan

dated December 11, 2024, for a cost not to exceed \$454,000.

| Submitted By: | Rainie Torrance, | Utility Manager | | |
|------------------|-----------------------------|-----------------|----------------------|-----|
| City Manager App | proval: <u>Patrick</u> J. T | Martinez | Date: <u>11/25/2</u> | 024 |
| Other Department | t Approval (when required |): | Date: | |
| Approved: | Not Approved: | Tabled: 🗌 | Other: | |
| | | | Agenda Item: | |

CITY OF NEEDLES RENEWABLE ENERGY RESOURCES PROCUREMENT PLAN Compliance Period 4 (2021-2024) December 11, 2024

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Section 1. POLICY STATEMENT

California Public Utilities Code § 399.30(a) requires all publicly owned electric utilities ("POUs"), including the City of Needles, to "adopt and implement a renewable energy resources procurement plan" that requires the POU to procure a minimum quantity of electricity and/or renewable energy credits ("RECs") from eligible renewable energy resources, as a percentage of total retail sales. This document comprises the renewable energy resources procurement plan ("RPS Procurement Plan") for the City of Needles, operating through the Needles Public Utility Authority ("NUPA"). This RPS Procurement Plan describes how NUPA will achieve its RPS procurement requirements in each compliance period.

Section 2. DEFINITIONS

The definitions set forth in Public Resources Code ("PRC") § 25741 and Public Utilities Code ("PUC") § 399.12 are incorporated herein. Capitalized terms in this RPS Procurement Plan, as first identified in parentheses, shall have the meaning given to such term in the body of this RPS Procurement Plan.

Section 3. RPS ENFORCEMENT PROGRAM

As required by PUC § 399.30, the Needles City Council (NUPA's Governing Board) adopted the Renewable Energy Resources Enforcement Program ("RPS Enforcement Program") on November 12, 2013. Through the RPS Enforcement Program, the Needles City Council established compliance periods, adopted RPS-eligible procurement targets, and described the framework for how NUPA would implement its RPS program.

Section 4. Specified RPS Procurement Targets

In the RPS Enforcement Program, the Needles City Council adopted general RPS procurement targets for each of the initial three compliance periods. Pursuant to PUC § 399.30(b) and (c), the Needles City Council adopts and further specifies the RPS procurement targets for Compliance Periods 4, 5, 6, and all subsequent three years periods as follows:

Compliance Period 4

For the four-year period beginning January 1, 2021 and ending December 31, 2024, NUPA shall procure sufficient RPS-eligible resources to equal the sum of the following: (35.75 percent of 2021 retail sales) + (38.5 percent of 2022 retail sales) + (41.25 percent of 2023 retail sales) + (44 percent of 2024 retail sales). NUPA shall not be required to procure a

specific quantity of RPS-eligible resources in any individual year during this compliance period.

Compliance Period 5

For the three-year period beginning January 1, 2025 and ending December 31, 2027, NUPA shall procure sufficient RPS-eligible resources to equal the sum of the following: (46 percent of 2025 retail sales) + (50 percent of 2026 retail sales) + (52 percent of 2027 retail sales). NUPA shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period.

Compliance Period 6

For the three-year period beginning January 1, 2028 and ending December 31, 2030, NUPA shall procure sufficient RPS-eligible resources to equal the sum of the following: (54.67 percent of 2028 retail sales) + (57.33 percent of 2029 retail sales) + (60 percent of 2030 retail sales). NUPA shall not be required to procure a specific quantity of RPS-eligible resources in any individual year during this compliance period.

Subsequent Three Year Compliance Periods

For each subsequent three-year compliance period, NUPA shall procure sufficient RPS-eligible resources to equal an average of 60 percent of retail sales.

Section 5. RPS PROCUREMENT REQUIREMENTS

As described in NPUA's Enforcement Program, NUPA meets the criteria of PUC § 399.30(h). Consistent with PUC § 399.30(h), as implemented by Section 3204(b)(4) of the Energy Commission's RPS Regulations. A POU that meets the criteria of PUC § 399.30(h) may comply with the Renewable Resource Energy Procurement Targets, specified in Section 4 above, without regard to the portfolio content category requirements specified in PUC § 399.30(c)(3), consistent with PUC § 399.16. Accordingly, NUPA will not classify Renewable Energy Resource procurement into portfolio content categories.

Section 6. RPS PROCUREMENT

A. RPS Contracts Executed Prior to June 1, 2010

None.

B. RPS Procurement Acquired After June 1, 2010

C. Planned RPS Procurement

The City of Needles entered into a ten-year long-term transactions for the sale, purchase and delivery of Renewable Energy Certificates "RECs" in February, 2024. The long-term agreement is through December 31, 2033. The annual product quantity of RECs is 50,000 to be delivered on or before March of the given year. The City of Needles intents to utilize the annual delivered quantities of the long-term contract to meet annual RPS requirements. If any additional quantities of RPS is needed beyond long-term contract deliveries the City of Needles will need to utilize outside resources to procure quantities.

Section 7. FORECAST OF RETAIL SALES AND RPS COMPLIANCE OBLIGATIONS

| | Compliance Period 4 | | | | | Compliance Period 5 | | | Compliance Period 6 | | | | |
|-----------------------------------|---------------------|----------------|----------------|------------------|---------------|---------------------|------------------|------------------|---------------------|------------------|------------------|------------------|-----------|
| Year | 2021 Actual | 2022 Actual | 2023 Actual | 2024 Forecast | 2021- 2024 | 2025 Forecast | 2026 Forecast | 2027 Forecast | 2025- 2027 | 2028 Forecast | 2029 Forecast | 2030 Forecast | 2028-2030 |
| Retail Sales (MWH) | 74,302 | 82,647 | 78,454 | 90,802 | 326,205 | 91,710 | 92,627 | 93,553 | 277,891 | 94,489 | 95,434 | 96,388 | 286,311 |
| RPS % | 35.75% | 38.5% | 41.25% | 44% | | 46% | 50% | 52% | | 54.67% | 57.33% | 60% | |
| RPS Procurement Requirement (MWh) | 26,563 | 28,606 | 30,650 | 32,693 | 118,512 | 34,179 | 37,151 | 38,637 | 109,967 | 40,621 | 42,597 | 44,581 | 127,799 |

Notes:

^{*} Individual year targets are for planning purposes only.

Section 8. EXCESS PROCUREMENT RULES

- A. The following rules for excess procurement shall apply for Compliance Period 4 and all subsequent Compliance Periods:
 - 1. NUPA may apply excess procurement in one compliance period to a subsequent compliance period, subject to the limitations specified in Section 3206(a)(1)(I) of the Energy Commission's RPS Regulations.
 - 2. Excess procurement meeting those requirements may be applied to any future compliance period and shall not expire.

Section 9. DELAY OF TIMELY COMPLIANCE RULES

A. <u>Delay of Timely Compliance Rule</u>

Pursuant to PUC § 399.30(d)(2)(A), and consistent with Section 7 of the RPS Enforcement Program, the Needles City Council may adopt measures permitting NUPA to delay timely compliance with the RPS procurement requirements. Needles City Council adopts the following delay of timely compliance rules.

If any of the conditions listed below occurs and is beyond the control of NUPA and causes NUPA to not be reasonably able to comply with the RPS procurement requirements, NUPA may delay timely compliance with the RPS procurement requirements.

1. Transmission Constraints

There is inadequate transmission capacity to allow sufficient electricity to be delivered from eligible renewable energy resources, or proposed eligible renewable energy resource projects, to the extent applicable, using the current operational protocols of the BA in which the NUPA operates. If NUPA owns transmission or has transmission rights, then NUPA shall demonstrate that:

- NUPA undertook all reasonable measures under its control and consistent with its
 obligations under local, state, and federal laws and regulations to develop and construct
 new transmission lines or upgrades to existing lines intended to transmit electricity
 generated by eligible renewable energy resources, in light of its expectation for cost
 recovery.
- NUPA took all reasonable operational measures to maximize cost-effective purchases
 of electricity from eligible renewable energy resources in advance of transmission
 availability.

2. <u>Permitting, Interconnection, or Other Circumstances</u>

Permitting, interconnection, or other circumstance have delayed the procurement of eligible renewable energy resource projects, or there is an insufficient supply of eligible renewable energy resources available to NUPA. To utilize this condition, NUPA must show that the permitting, interconnection, or other circumstance caused the delay or insufficient supply and that:

- NUPA prudently managed portfolio risks, including, but not limited to, holding solicitations for RPS-eligible resources with outreach to market participants and relying on a sufficient number of viable projects to achieve RPS procurement requirements.
- NUPA sought to develop either its own eligible renewable energy resources, transmission to interconnect to eligible renewable energy resources, or energy storage used to integrate eligible renewable energy resources.
- If the cause for delay or insufficient supply was foreseeable, NUPA procured an appropriate minimum margin of procurement above the level necessary to comply with the RPS to compensate for foreseeable delays or insufficient supply.
- NUPA took reasonable measures to procure cost-effective distributed generation and allowable unbundled RECs.

3. <u>Unanticipated Curtailment</u>

Unanticipated curtailment of eligible renewable energy resources, if the delay of timely compliance would not result in an increase in greenhouse gas emissions.

4. <u>Transportation Electrification</u>

Unanticipated increase in retail sales due to transportation electrification. To utilize this condition, NUPA must consider whether transportation electrification significantly exceeded forecasts in NUPA' service territory based on the best and most recently available information available to NUPA. Further, NUPA must take reasonable measures to procure sufficient resources to account for unanticipated increases in retail sales due to transportation electrification.

Section 10. COST LIMITATION

A. Cost Limitation Rule

Pursuant to PUC § 399.30(d)(2)(B), and consistent with Section 8 of the RPS Enforcement Program, the NUPA shall establish a cost limitation on the procurement expenditures for all eligible renewable energy resources used to comply with the RPS and Needles City Council shall set this limitation at a level that prevents disproportionate rate impacts to NUPA's ratepayers.

If the cost limitation is insufficient to support the projected costs of meeting NUPA' RPS targets, as specified above, NUPA may refrain from executing any further contracts for eligible renewable energy resources, beyond what can be procured within the cost limitation.

B. Relevant Factors and Findings

To determine what cost limitation is necessary to prevent disproportionate rate impacts, the Needles City Council has considered the following factors and made the following findings:

1. Economic Conditions

Property tax receipts fund essential City services. NUPA provides electric service to several of the Cities largest property taxpayers. The City of Needles faces persistently high levels poverty. In 2023, Needles's poverty rate (averaged over the prior 5 years) was 29.3%,¹ which is significantly higher than the statewide average of 12%.² Further, Needles's current unemployment rate is 11.1% compared to a statewide average of 5.3%. Due to these higher levels of poverty and unemployment, Needles's ratepayers are disproportionately harmed by increases in electric rates. This is due to the greater impacts that any such increase has on individual residential customers as well as the severe harm that would be caused if such rate increases threated the viability of local businesses. Maintaining competitive electric rates is essential to keeping local businesses from relocating or shutting down.

Finding: The Needles City Council finds that NUPA' cost limitation must be structured and set at a level that avoids harm to the local economy, limits impacts on economically vulnerable residents, and avoids increasing the unemployment rate.

2. Customer Make-up

[_500__] of NUPA's customers consume [_60_]% of commercial sales. To the extent that any one of these customers ceases to operate or relocates, NUPA's remaining customers would bear the costs of any stranded investments. Shifting these costs to other customers could have cascading consequences by threatening the viability of other customers and further exacerbating the high poverty and unemployment rates in the City. In light of these factors, NUPA's customers could be disproportionately harmed by rate increases.

Finding: The Needles City Council finds that NUPA' cost limitation must be designed so that it does not overly burden any one-customer class.

3. *Improving the Financial Condition of NUPA*

Finding: The Needles City Council finds that NUPA's cost limitation should be set at a level that does not threaten the long-term financial stability of NUPA by reducing its existing customer base and that NUPA' cost limitation is also set at a level that allows NUPA to competitively seek new large commercial customers and expand the Needles housing market.

Item 4.

¹ American Community Survey (2023).

² *Id*.

C. <u>Cost of Full Compliance</u>

In order to estimate the cost of full compliance for Compliance Period 4, NUPA relies on the cost data reported in the 2024 Padilla Report, Costs and Cost Savings for the RPS Program, published May 2024 ("Padilla Report"). The Padilla Report includes aggregated cost information for the CPUC-jurisdictional entities. Based on the Padilla Report, the District assumes that the cost of a PCC1 electricity product is \$43/MWh in 2021, \$62/MWh in 2022, and \$58/MWh in both 2023 and 2024. Further, based on the Padilla Report, NUPA assumes that the cost of a PCC3 electricity product is \$12/MWh⁴ for 2021-2022 and \$10 for 2023-2024. Based on the relative complexity and reduced availability associated with PCC2 electricity products, NUPA assumes that full compliance would be based on maximizing PCC3 procurement (10%) and filling in the remaining 90% with PCC1 procurement. The following table shows the forecasted cost of full compliance based on these assumptions.

| | PCC | Formula for Determining Cost | | Compliance Cost |
|-------|------|---------------------------------|---|------------------------|
| 2021 | PCC1 | 90% x [23,907] RECs x \$43/REC | = | \$[_1,027,987] |
| | PCC3 | 10% x [_2,656] RECs x \$12/REC | = | \$[_31,875] |
| 2022 | PCC1 | 90% x [25,746] RECs x \$62/REC | = | \$[1,596,230] |
| | PCC3 | 10% x [2,861] RECs x \$12/REC | = | \$[_34,327] |
| 2023 | PCC1 | 90% x [27,585] RECs x \$58/REC | = | \$[1,599,908] |
| | PCC3 | 10% x [_3,065] RECs x \$10/REC | = | \$[_30,649] |
| 2024 | PCC1 | 90% x [_29,424] RECs x \$58/REC | = | \$[1,706,568] |
| | PCC3 | 10% x [_3,269] RECs x \$10/REC | = | \$[_32,692] |
| Total | | | = | \$[_6,060,238] |

Therefore, the estimated cost of full compliance with the RPS Procurement Requirements is \$[6,060,238].

D. Expenditures that Will Count Toward the NUPA' Cost Limitation

To determine if NUPA' expenditures have met or exceeded the cost limitation established in this RPS Procurement Plan, NUPA will include all direct costs associated with procurement from executed contracts and owned resources. Where applicable, this will include the contract price multiplied by electricity products delivered during the Compliance Period. For any contract where

³ *Available at*: https://www.cpuc.ca.gov/-/media/cpuc-website/industries-and-topics/documents/energy/rps/2024/2024-padilla-reportyfinal.pdf.

⁴ For PCC3 Electricity Products, Cerritos utilized the contract price data for Bear Valley Electric Service, which procures through REC-only contracts that approximate PCC3 transactions.

the associated electricity is resold, NUPA will still count towards its Cost Limitation the total cost of the combined electricity and REC.

The following table provides actual and forecast data for NUPA's procurement expenditures to date in Compliance Period 4.

| | 2021 | 2022 | 2023 | 2024 Forecast |
|-----------------------|-----------|------------|-----------|---------------|
| | [412,500 | [412,500 | [412,500 | [412,500 |
| 3Degrees Group, Inc. |] |] |] |] |
| Total Expenses | [412,500] | [_412,500] | [412,500] | [_412,500] |
| *Not including broker | | | | |
| fee | | | | |
| | | | | |

E. <u>Explanation of How NUPA Developed a Cost Limitation Methodology and How Such Cost Limitation Prevents Disproportionate Rate Impacts.</u>

In developing its Cost Limitation methodology, NUPA has reviewed the potential impacts of the factors, findings, and considerations described above. Specifically, NUPA has evaluated what would occur if NUPA expended the amount of the full cost of compliance and estimated the impacts to customers on a rate basis and total bill basis under different scenarios.

F. Adoption of Methodology for Calculating Cost Limitation for Compliance Period.

To avoid disproportionate rate impacts for Compliance Period 4, the Needles City Council the NPUA completes a rate study every five years and adopted an annual fiscal budget for the utility. The annual forecasted fiscal impact of RPS is adopted by City Council in the annual fiscal budget. The adopted annual budgets are a reflection of the adopted rate study which sets the current rates for the electric utility. The annual cost of RPS cannot exceed 10% of the adopted budget in any circumstance. Any RPS cost above 10% would have a negative impact on the ratepayers of the City of Needles. The adopted annual budget for the NPUA for annual RPS compliance is set at \$415,500 per fiscal year.

G. Adoption of Cost Limitation for Compliance Period 4

Pursuant to the methodology for calculating the cost limitation for Compliance Period 4, established above, the cost limitation for Compliance Period 4 is determined to be \$[_454,000_____].

Confirmation Letter #2

This Confirmation Letter describes a transaction between Buyer and Seller for the sale, purchase and Delivery of Renewable Energy Certificates ("RECs") pursuant to and in accordance with the terms of the Renewable Energy Certificate Purchase and Sale Agreement between the Parties dated August 10, 2020 (the "Agreement") and constitutes part of and is subject to the terms and provisions of the Agreement. Provided, that, to the extent there is a conflict between a provision of the Agreement and this Confirmation Letter, the terms of this Confirmation Letter shall control for the purposes of this transaction.

Initially capitalized terms used and not otherwise defined herein are defined in the Agreement.

Basic Commercial Terms:

| Dasie Commercial Lerms. | | | | | |
|--------------------------------------|--|--|--|--|--|
| Trade Date: | February 27, 2024 | | | | |
| Transaction Reference: | 31870 | | | | |
| Seller: | 3Degrees Group, Inc. | | | | |
| Buyer: | City of Needles | | | | |
| Facility: | Seller's choice | | | | |
| Eligible Renewable Resource Type: | Seller's choice | | | | |
| Geography: | Seller's choice | | | | |
| Minimum Online Date: | On or after January 1, 2005 | | | | |
| Period Type [Generation, Reporting]: | Reporting | | | | |
| Product Vintage | RECs must be associated with electricity generated with thirty (36) months of the date of delivery to Buyer. I.e. Time Period 2) may be sourced from 1/1/2022 – 12/31/2024 | | | | |
| Time Period: | 1) July 01, 2021 - December 31, 2023 | | | | |
| | 2) January 01, 2024 - December 31, 2024 | | | | |
| | 3) January 01, 2025 - December 31, 2025 | | | | |
| | 4) January 01, 2026 - December 31, 2026 | | | | |
| | 5) January 01, 2027 - December 31, 2027 | | | | |
| | 6) January 01, 2028 - December 31, 2028 | | | | |
| | 7) January 01, 2029 - December 31, 2029 | | | | |
| | 8) January 01, 2030 - December 31, 2030 | | | | |
| | 9) January 01, 2031 - December 31, 2031 | | | | |
| | 10) January 01, 2032 - December 31, 2032 | | | | |
| | 11) January 01, 2033 - December 31, 2033 | | | | |
| Product Quantity (REC): | 1) 100,000 | | | | |
| | 2) 50,000 | | | | |
| | 3) 50,000 | | | | |
| | 4) 50,000 | | | | |
| | 5) 50,000 | | | | |

| | 6) 50,000 |
|--------------------------------------|--|
| | 7) 50,000 |
| | 8) 50,000 |
| | 9) 50,000 |
| | 10) 50,000 |
| | 11) 50,000 |
| Contract Price (\$/REC): | 8.25 USD |
| Product Specific Terms: | |
| Applicable Standard(s): | California Pub. Util. Code Sec 399.11 et seq. |
| Environmental Attributes retained by | None |
| Seller, if any: | |
| Media Rights Conferred [yes, no] | No |
| Long Term Procurement Requirement | The Parties agree that this Confirmation is intended to comply with the requirements of California Code of Regulations, Title 20, Division 2, Chapter 13, Section 3204(d)(2)(C): |
| | As specified under "Time Period" above, and "Delivery Date" below, this Confirmation provides a nonzero quantity of RECs from eligible renewable resources for a duration of at least 10 continuous years. As specified under "Product Quantity (REC)" above, the quantity contracted for is the same in each year. Buyer may not unilaterally terminate the Agreement without incurring a penalty prior to the completion of the Deliveries specified in this Confirmation except in the case of an Event of Default by Seller, as specified in Sections 2.1 and Articles 8 and 9 of the Agreement. As specified under "Product Quantity (REC)" and "Contract Price (\$/REC)," this Confirmation includes express contract quantities and express pricing terms. |
| Delivery Terms: | |
| Delivery Date: | 1) 70,000 RECs Delivered on or before June 30, 2024; 30,000 RECs Delivered on or before Sep 1, 2024 2) Delivered between October 1, 2024 and December 31, 2024 3) Delivered in calendar year 2025 4) Delivered in calendar year 2026 5) Delivered in calendar year 2027 6) Delivered in calendar year 2028 7) Delivered in calendar year 2029 8) Delivered in calendar year 2030 9) Delivered in calendar year 2031 |
| | 10) Delivered in calendar year 2032 |
| | 11) Delivered in calendar year 2033 |
| Delivery Obligation [Firm, Unit | Firm |
| Contingent, Project Contingent]: | |
| U , J | |

Transaction Reference: 31870

| Applicable Tracking System: | WREGIS |
|--|--|
| Buyer Tracking Account Name: | |
| Attestation Form: | None - Tracking System only |
| Buyer Delivery Contact [Name, | Rainie Torrance, rtorrance@cityofneedles.com |
| Email]: | |
| Seller Delivery Contact [Name, Email]: | Trade Operations, Settlements@3Degrees.com |

The Parties agree to the transaction set forth herein and each Party represents that the person signing this Confirmation Letter on its behalf is authorized to execute on behalf of the Party for whom they sign.

| 3Degre | es Group, Inc. | City of Needles |
|---------|------------------------|-----------------------|
| Signatu | ire Hother the Charl | Signature Patril & My |
| Name | Heather Wood Plumb | NamePATRICK MARTINEZ |
| Title | Sr. Manager, Contracts | Title (,ity MANHACE |
| Date | March 14, 2024 | Date 3/14/23 |



City of Needles, California Request for Commission Action

| \square CITY COUNCIL \boxtimes | BOARD OF PUBL | IC UTILITIES | ⊠ Regular ☐ Special | | | | | | | |
|---|---|------------------|---|--|--|--|--|--|--|--|
| | | | | | | | | | | |
| Meeting Date: | December 3, 202 | December 3, 2024 | | | | | | | | |
| Title: Authorize a Joint Use of Poles between the City of Needles Mojave Indian Tribe Telecommunications Inc. for Eagle Paneedles Highway | | | | | | | | | | |
| Background: The NPUA currently has active Joint Pole Agreements with Frontier Communications and Route 66 broadband to connect to electric power poles throughout the city. T 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. | | | | | | | | | | |
| lines and the NPUA will Telecommunications Ind increase their service. T | Currently, the other power poles within the city cannot handle additional weight from communications lines and the NPUA will limit the use of these two locations only. The Fort Mojave Indian Tribe's Telecommunications Inc. has requested approval to utilize NPUA power poles to cross two areas to increase their service. The first location is Eagle Pass Road where the NPUA has two poles that cross BNSF tracks and the second is on Needles Highway to cross a San Bernardino County flood control area. | | | | | | | | | |
| Joint Pole Agreement fo applicant to apply for the | The recommended action is to authorize the Fort Mojave Indian Tribe Telecommunications Inc. to a Joint Pole Agreement for only the two proposed locations. The agreement also only permits the applicant to apply for the power poles by an anchor and does not authorize drilling into the poles which may impact the integrity of the pole. | | | | | | | | | |
| Fiscal Impact: | Slight increase of e adjustment (COLA) | | eased annually by a cost-of-living | | | | | | | |
| Environmental Impact: | N/A | | | | | | | | | |
| Recommended Action: | | | en the City of Needles and the Fort ions Inc. for Eagle Pass Road and | | | | | | | |
| Submitted By: | Rainie Torrance, U | Itility Manager | | | | | | | | |
| City Manager Approval: | Patrick Q M | artinez | Date: 11/25/2024 | | | | | | | |
| Other Department Approva | al (when required): | | Date: | | | | | | | |
| Approved: Not A | pproved: | Tabled: | Other: | | | | | | | |
| | | | Agenda Item: | | | | | | | |

LICENSE AGREEMENT FOR THE JOINT USE OF POLES BETWEEN

CITY OF NEEDLES, CALIFORNIA

AND

THE FORT MOJAVE INDIAN TRIBE dba FORT MOJAVE TELECOMMUNICATIONS, INC.

FOR

TC ATTACHMENT TO CITY POLES

| AGREEMENT NUMBER | COPY NUMBER |
|------------------|-------------|
| , (GI(EEI)) | |

AGREEMENT

BETWEEN

CITY OF NEEDLES, CALIFORNIA

AND

FORT MOJAVE INDIAN TRIBE

dba FORT MOJAVE TELECOMMUNICATIONS, INC.

FOR

TC ATTACHMENT TO CITY POLES

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MASTER AGREEMENT FOR THE JOINT USE OF POLES BETWEEN CITY OF NEEDLES, CALIFORNIA

FORT MOJAVE INDIAN TRIBE dba FORT MOJAVE TELECOMMUNICATIONS, INC.

AND

1. PARTIES

The Parties to this Master License Agreement are Citizens utilities rural company, a California Corporation, doing business as Fort Mojave Telecommunications, Inc. hereinafter referred to as "License", 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:

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

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

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

<u>Attachments</u> – 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

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

<u>Joint Use Anchor</u> – 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.

<u>Joint Use Memorandum(s)</u> – 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.

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

<u>Licensee</u> – 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.

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

<u>Standard Attachment Height</u> – 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.

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

5. SCOPE OF AGREEMENT

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

6. SPECIFICATIONS

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

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

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

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

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

7.6.1. **Anchors**

- 7.6.1.1. Licensee may attach its guy wire to Owner's existing Anchor where adequate capacity is available in accordance with the standards set forth in section 6.1. Licensee shall secure any necessary right-of-way therefor from the appropriate Owner.
- 7.6.1.2. Should Owner or Other User attached to the Anchor need, for its own service requirements, to increase its load on the Anchor to which Licensee is attached, Licensee shall, if necessary, either rearrange its guy wire on the Anchor or transfer it to a replacement Anchor, as determined

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

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

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

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

9. COSTS

- 9.1. The cost of erecting new Joint Use Poles, whether as (i) new pole lines, (ii) extensions of existing pole lines, (iii) interest poles in existing pole lines, or (iv) replacements of existing poles, shall be borne by the Parties as follows:
 - 9.1.1. A standard Joint Pole or Joint Use Pole smaller that a standard Joint Pole, shall be erected at the sole expense of Owner.
 - 9.1.2. A Joint Use Pole larger than the standard Joint Pole, the Added Height or class of which is due wholly to Owner's requirements, shall be erected at the sole expense of the Owner.
 - 9.1.3. In the case where the Licensee requires a Joint Use Pole larger than the standard Joint Pole, either Added Height and/or class of the pole, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.
 - 9.1.4. In the case of a Joint Use Pole larger than the standard Joint Pole, the Added Height and/or class of which is due to the requirements of both Parties, Licensee shall pay to Owner a sum equal to one-half the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.

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

10. ABANDONMENT OF JOINT USE POLES

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

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

11. POLE ATTACHMENT FEE

- 11.1. The Annual fee for calendar year 2024 shall be \$7.78 per pole.
- 11.2. The annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of adjustment will be calculated by utilizing the National Consumer Price Index as follows:
 - 11.2.1. The most recent published index numbers for the current year will be used as the fee adjuster to the next year's Annual Attachment fee.
 - 11.2.2. The percentage of change in the average index numbers will be applied to the current year's Annual Attachment Fee, which will be effective January 1 of the next year.
 - 11.2.3. The Annual Attachment Fee billings for the next year will be forwarded to Licensee by December 15 of each year.
- 11.3. For the initial calendar year of each new License, the Annual Attachment Fee shall be assessed at one-half the annual rate set forth in Section 1.1 above, as of the effective date of the License, and shall not be refundable due to early termination of the License.
- 11.4. The total Annual Attachment Fees assessed as of the beginning of each calendar year shall be based upon the total number of pole attachments on record, times the Annual Attachment Fee effective for the calendar year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, as evidence by an approved APPLICATION FOR POLE LICENSE (Exhibit 1), or MEMORANDUM FOR JOINT USE OF POLES (Exhibit 3), or as they may be revised from time to time, less the number of pole attachments whose License has been terminated, as evidenced by a NOTIFICATION OF TERMINATION OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE (Exhibit 2), as of December 15 of the previous calendar year.
- 11.5. If any Attachments or facilities of Licensee shall be attached to any pole of Owner, which is not a Joint Use Pole, Owner without prejudice to its other rights or remedies under this Agreement may impose a Pole Attachment Fee for each of the preceding five years and may notify Licensee to remove such Attachments and facilities within thirty (30) calendar days thereafter. Said Pole Attachment Fee shall be computed for each of the

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

- 11.6. If Licensee fails to pay Pole Attachment Fees when due, Owner may, upon ten (10) calendar days prior written notice, terminate Licensee's rights under this Agreement without prejudice to Owner's rights under this Agreement, and remove Licensee's Attachments from the poles of the Owner.
- 11.7. In the event any Joint Use Pole is abandoned by either Owner or Licensee pursuant to Section 10, ABANDONMENT OF JOINT USE POLE, Licensee shall not be entitled to any refund of Pole Attachment Fee payments.

12. DEFAULT IN PERFORMANCE OF WORK

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

13. OTHER USERS

- 13.1. Nothing contained in this Agreement shall be construed as affecting any right or privilege of any Other Users authorized, by contract or otherwise prior to execution of this Agreement, to use Joint Use Pole.
- 13.2. Any use of Joint Use Pole by any Other Users authorized subsequent to Execution of this Agreement, shall be subject to the following conditions:
 - 13.2.1 Other Users' Attachments shall not at any time disrupt or adversely affect Licensee's service;
 - 13.2.2 All make-ready costs for Other Users' Attachments shall be borne by Other Users, unless otherwise agreed by Licensee;
 - 13.2.3. Other Users' rights shall be subordinate to the rights of the Licensee;
 - 13.2.4. Other Users' Attachments shall be placed and maintained in accordance with the provisions of Section 6.1 of this Agreement.
- 13.3. For the purpose of this Agreement, Other Users' Attachments shall be treated as Owners' Attachments unless otherwise agreed between Owner and Licensee.

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

14. **ASSIGNMENT OF RIGHTS**

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

15. WAIVER OF TERMS AND CONDITIONS

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

16. PAYMENT OF TAXES

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

17. BILLS AND PAYMENTS FOR CONSTRUCTION WORK

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

18. PLACE OF BUSINESS

Whenever in this Agreement notice is provided to be given, application made or statement presented by either Party to the other, delivery thereof shall be to City of Needles, Customer Service Center, 817 Third Street, Needles, California 92363, or to Fort Mojave Telecommunications, Inc., 8490 Highway 95 #104, Mohave Valley, AZ 86440, 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. <u>Fee Disputes</u> 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 <u>Expenses</u> 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

| City of Needles, California | Fort Mojave Indian Tribe dba Fort Mojave Telecommunications, Inc. |
|-----------------------------|---|
| BY: | BY: |
| TITLE: | TITLE: |
| DATE: | DATE: |
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| | 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 FORT MOJAVE INDIAN TRIBE dba FORT MOJAVE TELECOMMUNICATIONS, INC.

- 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 <u>ONE</u> 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 <u>ONE MILLION DOLLARS</u>

 (\$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 / Public 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)

17

City of Needles JOINT USE POLE REQUEST ACCOUNT REPORT

| DOLE NO | LOCATION / TELEPHONE | | | | | CABLE | TERMINATI | ON DATE | |
|---------|----------------------|----------|------|--------|----------|-------|-----------|-----------|-------|
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City of Needles NOTIFICATION OF TERMINATION OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE

| To: Attn: | City of Needles 817 Third Street Needles, CA 92363 Joint Pole Dept. | | | | | | on Number (NDS | |
|--------------|--|-----------|--------------------|-------------------|----------------------------|--------------------------|----------------------------|-------------------------|
| hereb | cordance with the terr y given that the Licens ecified on the attached | e coverin | Licens g attach | se Agre nments | eement effe upon certai | ective n poles is // | , 20 _ TERMINATED | , notice is MODIFIED |
| | | | | | | Licensee | | |
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| | | | | | | Title | | |
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| | | ;SEC _ | _ ;T _ | ;R | POLE # | | Total Modified Pole | es |
| Addı | ress if app | ;SEC | ;T | ;R | POLE # | To | otal Poles Terminate | ed |
| | | ;SEC | ;T | ;R | POLE # | | GRAND TOTA | AL |
| | | | | | JSE BELOW dles Verifica | | | |
| Issue | ed Date: | | | | | | | |
| Assig | gned to: | | | | Dept: | | | |
| | | | | Dat | e equipmen | t removed or | terminated on m | odified poles |

Date

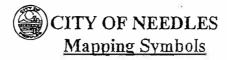
City of Needles MEMORANDUM FOR THE JOINT USE OF POLES

| | E OR JOINT PC Needles 🕒 Ca | | | | | | ne: | | |
|--------------|--|-------------|-------------|----------|----------------|--------------|----------|---------------|-------------|
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| Descriptio | n, Purpose, Nec | essity and | Remarks: | | | | | | |
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| 000 | Will Replace _ | Poles | 000 | WIII PL | ırchase | Poles | | | |
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City of Needles JOINT USE REQUEST LOCATION MAP

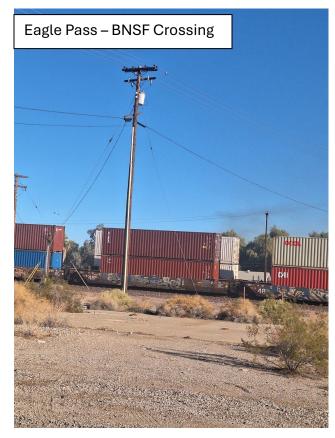
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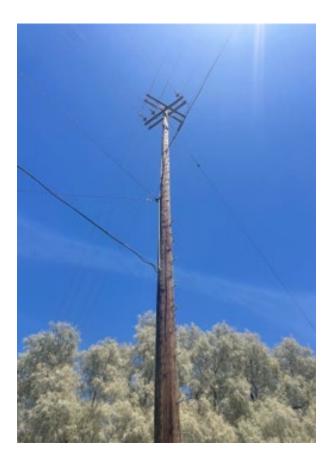
Scale ___



| POLES | Existing | Proposed |
|---|-------------|--------------------------|
| POLE | 35 | 35-5 |
| POLE - JOINTLY USED | → 35 | ⊖ 35-5 |
| FOREIGN POLE - JOINTLY USED | _ | ⊖ ₹35 |
| FOREIGN POLE - NOTE FOR JOINT USE | × 35 | Same |
| TRANSITION POLE - OVERHEAD TO UNDERGROUND | 35 | \bigcirc ³⁵ |
| CUSTOMER'S POLE | 35 | Same |
| METAL POLE | — O 35 | O 35 |
| METAL TRANSITION POLE WITH INTERNAL CABLE DIP | O 35C | O 35C |
| POLE TO BE RELOCATED - DIRECTION AND DISTANCE SHOWN | Same | 35 (3 × |
| TRANSFORMERS | | |
| 1-1Ø KVA TRANSFORMER - POLE MOUNTED | | △ 10 |
| 3Ø BANK TRANSFORMER POLE MOUNTED | 2-25 | △ 2-25 3 8 |
| ALL FENCED VAULTS TO BE SHOWN WITH A DASHED SQUARE | (A) | Same |
| CUSTOMER OWNED - POLE MOUNTED | 25 | Same |
| CUSTOMER OWNED SUB (ON THE GROUND) | | Same |
| PAD MOUNTED TRANSFORMER | 🖂 | |
| PAD MOUNTED 30 TRANSFORMER | 300 | Same |
| SECTIONALIZER / PULLBOX | | Same |
| SECONDARY HAND HOLE | _ 0 | Sam≑ |
| STREET LIGHTS | | |
| STREET LIGHT FIXTURE | | |
| ORNAMENTAL STREET LIGHT | • | Ħ |
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| SERVICE ALL SECONDARY UNGERGROUND | | |

Fort Mojave Telecommunications, Inc. Proposed Joint Pole Locations





Needles Highway – Flood Control Crossing







City of Needles, California Request for Commission Action

| CITY C | OUNCIL 🖂 | BOARD OF | PUBLIC UT | ILITIES | ⊠ Re | egular 🗌 Sp | pecial |
|--|---|--|---|--|--|-----------------------------------|--------------------|
| Me | eting Date: | December 3 | 3, 2024 | | | | |
| | Title: | Western Are | a Power Adm | inistration FY2 | 25 Q3 Term P | urchase | |
| R | ackground: | On Novembe | ar 18 2024 et | taff successful | lly completed | a transaction : | for the |
| FY25 Q3 1 | term power pu | rchase, cover for this purcha | ing the period | from Decemb | | | |
| | | over 110% of demands. Beld | | | | od, factoring in | both |
| TO BE W | ITHIN ~10% O | F LOAD | | PLUS 10% FC | OR WINTER DE | EMAND | |
| MONTH | OFF PEAK | ON PEAK | TOTAL | OFF PEAK | ON PEAK | TOTAL | |
| Dec-24 | \$25,877.72 | \$21,850.20 | \$47,727.92 | \$28,465.49 | \$24,035.22 | \$52,500.71 | |
| Jan-25 | \$61,805.04 | \$124,176.00 | \$185,981.04 | \$67,985.54 | \$136,593.60 | \$204,579.14 | |
| Feb-25 | \$43,752.96 | \$87,955.20 | \$131,708.16 | \$48,128.26 | \$96,750.72 | \$144,878.98 | |
| Mar-25 Total | \$0.00 | \$48,988.16 | \$48,988.16 | \$0.00 | \$53,886.98 | \$53,886.98 | |
| >> | \$131,435.72 | \$282,969.56 | \$414,405.28 | \$144,579.29 | \$311,266.52 | \$455,845.81 | |
| March 202 In compar reduction additional | 25 to address ison, the term in current mar | These saving any unanticipal purchase for the ket prices. State opportunities to 2025. | ated fluctuatio he same mont aff is closely m | ns in power do ths in 2024 was nonitoring forw | emand. s \$1,127,313, vard pricing tre | highlighting a ends and will e | notable valuate |
| account, w | | This transact annual budget at \$2,773,328 . | of \$6,600,000 | h the FY25 po). Following th | | | the |
| Environme | ntal Impact: | N/A | | | | | |
| Recommen | ded Action: | Information I | tem Only | | | | |
| Su | bmitted By: | Rainie Torra | ance, Utility M | anager | | | |
| City Manager | Approval: | Patrick (| J. Marte | inez | Da | ate: 11/25/20 |)24 |
| Other Departr | nent Approva | al (when requ | ired): | | Da | ate: | |
| Approved: | Not A | pproved: | Tab | led: | Other: | | |
| | | | | | Agenda Ite | em: | |

Dec-24

Hrs:

| | 2 | 8 Tue | 8 Mon | 24 Sun | 8 Sat | 8 Fri | 8 Thu | 24 HOL | 8 Tue | 8 Mon | 24 Sun | 8 Sat | 8 Fn. | 8 Thu | 8 Wed | . 8 Tue | 8 Mon | 24 Sun | 8 Sat | 8 77 | 8 Thu | 8 Wed | 8 Tue | 8 Mon | 24 Sun | 8 Sat | 8 7 | 8 Thu | 8 Wed | 8 Tue | 8 Mon | 24 Sun | Off-pk Hrs: |
|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|--------|--------|--------|--------|--------|--------|--------|-------|--------|-------|-------|-------|-------|-------|-------|--------|-------------|
| | - | | | | | | | | | | | | | | | | | | | 16 | i | | | | | | | | | | | | 344 |
| - | | 31-Dec | 30-Dec | 29-Dec | 28-Dec | 27-Dec | 26-Dec | 25-Dec | 24-Dec | 23-Dec | 22-Dec | 21-Dec | 20-Dec | 19-Dec | 18-Dec | 17-Dec | 16-Dec | 15-Dec | 14-Dec | 13-Dec | 12-Dec | 11-Dec | 10-Dec | 9-Dec | 8-Dec | 7-Dec | 6-Dec | 5-Dec | 4-Dec | 3-Dec | 2-Dec | 1-Dec | DATE |
| 10/ | 107 | 7 | 7 | 7 | 7 | 7 | o | o | o | o | 6 | o | 0 | 7 | 7 | 6 | 7 | 7 | 7 | 7 | 6 | 6 | တ | 6 | 6 | 6 | 6 | 6 | o | o o | 6 | 6 | |
| 101 | 100 | 7 | 7 | 7 | 7 | 7 | 6 | 0 | 6 | 6 | 6 | 0 | 6 | 6 | 7 | o | 0 | 6 | o | 6 | o | o | 0 | 6 | 6 | 6 | 0 | 0 | o | on | 6 | 6 | 2 |
| 102 | | 7 | 7 | 7 | 7 | 7 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 7 | 6 | 6 | 0 | 6 | 6 | 0 | 6 | 6 | o | 6 | 6 | 6 | on | o | 0 | 6 | 6 | w |
| 100 | | 7 | 7 | 7 | 7 | 6 | 6 | 6 | 6 | 6 | 6 | 0 | o | 6 | 7 | 6 | 7 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | on on | 6 | on | o | 6 | 6 | 6 | 4 |
| | 101 | 7 | 7 | 7 | 7 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 0 | 6 | 7 | 7 | 7 | 6 | 6 | 7 | 6 | 9 | o | 6 | 6 | o o | 6 | 6 | 6 | 6 | 6 | 60 | ڻ. |
| ſ | 207 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 6 | 6 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 6 | 6 | 7 | 6 | 6 | 6 | 0 | 6 | 6 | o |
| | 222 | 00 | 00 | 00 | 00 | 00 | 7 | 00 | 7 | 7 | 7 | 7 | 8 | 00 | 00 | 00 | 00 | 80 | 7 | 8 | 88 | 8 | 7 | 8 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 |
| | | 9 | 9 | 8 | 00 | 8 | 00 | 8 | 80 | 80 | 00 | 00 | 00 | 00 | 9 | 00 | 9 | 8 | 00 | 8 | 8 | 9 | 8 | 8 | 00 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | œ |
| | | 9 | 9 | 9 | œ | 00 | 00 | 00 | 00 | 8 | 88 | 8 | 00 | 8 | 9 | 9 | 9 | 80 | 80 | 9 | 9 | 9 | 00 | 8 | 00 | 8 | 8 | 8 | 00 | 8 | 8 | 80 | ဖ |
| | 49 | 9 | 9 | 9 | 00 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 00 | 9 | 9 | . 9 | 8 | 80 | 8 | 9 | 8 | 00 | 8 | 8 | 80 | 00 | 80 | 00 | 8 | 00 | 00 | 10 |
| | 49 | 8 | 9 | 9 | 9 | 8 | 8 | 8 | 8 | 8 | 80 | 8 | 8 | 80 | 00 | 00 | 8 | 8 | 8 | 00 | 00 | 8 | 00 | 8 | 80 | 8 | 8 | 7 | 7 | 8 | 8 | 8 | ± |
| | | 00 | 9 | 00 | 9 | 8 | 8 | 80 | 8 | 00 | 00 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 00 | 00 | 00 | 00 | 00 | 00 | 8 | œ | 00 | 7 | 8 | 8 | 8 | 80 | 12 |
| | 48 | 00 | 8 | 00 | co | 8 | 8 | 00 | 8 | 8 | 80 | 8 | 8 | 00 | 8 | 8 | 8 | 80 | 00 | 8 | 8 | 00 | 00 | 00 | 80 | 8 | 00 | 7 | 7 | 00 | 7 | 8 | 13 |
| | 46 | 00 | 80 | 00 | 00 | 00 | 00 | 00 | 00 | 00 | 80 | 7 | | 8 | 00 | 00 | 00 | 7 | 00 | 8 | 00 | 00 | 7 | 8 | 80 | 8 | . 7 | 7 | 7 | 7 | 7 | 7 | 14 |
| | 45 | 00 | 8 | 00 | 00 | 8 | 00 | 8 | 00 | 00 | 00 | 7 | 7 | 00 | co | 00 | 00 | 7 | 7 | 8 | 00 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 00 | 7 | 7 | 7 | 15 |
| | 44 | 7 | 8 | 8 | 8 | 8 | 00 | 00 | 80 | 8 | 7 | 00 | 7 | 8 | 00 | 00 | 8 | 7 | 8 | 8 | 8 | 7 | 7 | 7 | 7 | 7 | . 7 | 7 | 8 | 7 | 7 | 7 | 16 |
| | 46 | 7 | 00 | 80 | 00 | 8 | 00 | 00 | 00 | co | 8 | 00 | 7 | 00 | co | 8 | 00 | 7 | œ | 00 | 00 | 7 | 7 | 8 | 7 | 7 | 7 | 7 | 00 | 7 | 7 | 00 | 17 |
| | 48 | 8 | 8 | 00 | 8 | œ | 9 | 00 | 00 | 00 | 00 | 8 | 7 | 00 | 00 | 00 | | 00 | 00 | 00 | 00 | œ | 8 | 00 | 80 | 00 | 00 | 00 | 00 | 00 | 00 | 8 | 18 |
| | 48 | 8 | 8 | 00 | 9 | 8 | 9 | 00 | 00 | co | 00 | 00 | 7 | 00 | co | 8 | 8 | 80 | 00 | 00 | 8 | 00 | 8 | 8 | 8 | 8 | 8 | 8 | . 8 | . 7 | 7 | 8 | 19 |
| | 45 | | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | | | 8 | 8 | 8 | | 7 | 00 | 00 | 00 | co | 7 | 00 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 20 |
| T | 43 | 7 | | | | 13 | | | | V | | | | | | | | | | | 8 | 7 | 7 | | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 21 |
| | | 7 | 80 | 00 | 8 | 00 | 00 | 7 | 7 7 | 00 | 7 7 | 7 7 | 7 7 | 00 | 00 | 8 | 8 | 7 7 | 8 7 | 7 7 | | | | 7 7 | | | | 1 | | | | | 22 |
| | 43 | 7 | 00 | 00 | 00 | ,00 | 00 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 00 | 8 | 00 | 7 | 7 | 7 | 00 | 7 | 7 | 7 | 7 7 | 7 | 7 7 | 7 | 7 7 | 7 6 | 7 6 | 7 7 | 2 23 |
| | 43 211 | 7 | 7 | 00 | 00 | 7 | 00 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 6 | 6 | 7 (| |
| | | 7 182 | 7 189 | 7 188 | 7 188 | 7 182 | 7 181 | 7 177 | 7 175 | 7 176 | 7 175 | 7 173 | 7 171 | 7 179 | 7 187 | 7 182 | 7 185 | 7 173 | 7 177 | 7 180 | 7 181 | 7 176 | 7 171 | 7 174 | 6 170 | 7 172 | 7 170 | 166 | 6 170 | 6 167 | 166 | 6 170 | 24 TOTAL |

Off-Peak:
On-Peak:
Total MWh Allocation:

2360 3113 5473 Total MWh Schedule:

| * | 344 | 8 Tue | 8 Mon | 24 Sun | 8 Sat | 8 77. | 8 Thu | 24 HOL | 8 Tue | 8 Mon | 24 Sun | 8 Sat | 8 Fn. | 8 Thu | 8 Wed | 8 Tue | 8 Mon | 24 Sun | 8 Sat | 8 Fn. | 8 Thu | 8 Wed | 8 Tue | 8 Mon | 24 Sun | 8 Sat | 8 Fri | 8 Thu | 8 Wed | 8 Tue | 8 Mon | Sun | Off-pk Hrs: 344 | Hrs: 744 |
|--|---------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|-------|--------|-------|-------|-------|-------|-------|-------|-------|---|----------|
| | | 31-Dec | 30-Dec | 29-Dec | 28-Dec | 27-Dec | 26-Dec | 25-Dec | 24-Dec | 23-Dec | 22-Dec | 21-Dec | 20-Dec | 19-Dec | 18-Dec | 17-Dec | 16-Dec | 15-Dec | 14-Dec | 13-Dec | 12-Dec | 11-Dec | 10-Dec | 9-Dec | 8-Dec | 7-Dec | 6-Dec | 5-Dec | 4-Dec | 3-Dec | 2-Dec | 1-Dec | DATE | Dec-24 |
| | 124 | | | | 4 | | | 4 | 4 | A | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | -1 | |
| | 124 | | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 2 | |
| | 17 | 3 | 4 | 4 | | | . 4 | 4 | l. | | 4 | 4 | 4 | 4 | ٠ | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 44 | 4 | 4 | 4 | 4 | 4 | 4 | ω | |
| | 1 | 104 | . 4 | 4 | | | | 4 | | | | 4 | | . 4 | | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | |
| | į | 124 | | 4 | | | | | | | | . 4 | | | | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 5 | |
| | | 124 | | | | | | | | . 4 | | | | | | | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 6 | - |
| | | 124 | | | | | 4 | | | | | . 4 | | . 4 | | A 4 | 4 | 4 | . 4 | . 4 | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 7 | |
| | | 24 | 4 | . 4 | | | 4 | 4 | | | | . 4 | | 4 | | A . | 4 4 | . 4 | | | 4 | . 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 8 | - |
| | | 24 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | p | | 4 | 4 | 4 | 4 | | | | 4 | . 4 | . 4 | . 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 9 | + |
| | | 24 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | . 4 | | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 10 | 1 |
| | - | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | 4 | 4 | 4 | 4 | 4 | . 4 | 4 | . 4 | 4 | | 4 | 4 | 4 | ======================================= | |
| | | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | . 4 | 4 | 4 | 4 | 12 | - |
| | | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | | 4 | 4 | 4 | - 4 | 4 | | 4 | <u></u> | |
| | | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | 4 | | 4 | | | 4 | |
| | | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | | 4 | . 4 | | 15 | |
| | | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | A | | | 4 | | 4 4 | 4 | 4 | 16 | 7 |
| | | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | A . | 4 | 17 | |
| | | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | - | |
| * _x | | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | - 4 | |
| 0 0 | J. | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 0.2 | |
| Off-Peak: On-Peak: | tal MWh | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | 3 |
| Off-Peak: On-Peak: | Total MWh Schedule: | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | 22 |
| | iù. | 24 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | 23 2 |
| | | 124 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 44 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 24 TOTAL |
| 1376 1600 | 2976 | 1376 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 96 | 98 | |
| \$62.81 \$86,426.56 \$59.70 \$95,520.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

NEEDLES TERM

| 344 | 8 Tue | 8 Mon | 24 SUN | 0 00 | 0 0 | χ (Π | 8 Thu | 24 HOL | 8 Tue | 8 Mon | 24 Sun | 8 Sat | | | a Thu | 8 Wed | 8 Tue | 8 Mon | | 8 Sat | 8 Fri | 8 Thu | 8 Wed | 8 Tue | 8 Mon | 24 Sun | a Sat | o 0 | | o vved | | 8 Tup | e Mon | OII PIN III O | Off-pk Hrs | Hrs: | N. |
|-----|--------|--------|--------|----------|----------|----------|----------|----------|---------|--------|----------|------------|----------|----------|---------|---------|--------|----------|--------|----------|--------|--------|----------|----------|-------|--|----------|----------|----------|--|----------|---------|-------|---------------|------------|------------|---------------|
| | 31-Dec | 30-Dec | 29-Dec | 29-Dec | 28_Dec | 27-Dec | 26-Dec | 25-Dec | 24-Dec | 23-Dec | 22-Dec | 21-Dec | 24-Dec | 20 000 | 19-Dec | 18-Dec | 17-Dec | 16-Dec | 15-Dec | 14-Dec | 13-Dec | 12-Dec | 11-Dec | 10-Dec | 9-080 | a-Dec | 7-000 | 7 Dec | | f-Dec | A Dec | 3-Dec | 3-Dec | | 344 DATE | 744 Dec-24 | 31 |
| -38 | | | | | | | | <u>.</u> | -1 | -1 | | | | | | | 7 | -2 | -2 | -2 | -2 | ٨ | 4 | | | L 2 | | | | | 4 | ۵ | 4 | 4 | | | NEEDLES DELTA |
| -3/ | 3 % | 0 16 | 3 1 | 6 | -2 | -2 | <u> </u> | -4 | 4 | - | ۵ | . 4 | | 4 | 4 | -2 | 7 | 4 | 4 | 7 | - | 4 | -1 | . 2 | | 2 | | L . | ٠. | | 4 | <u></u> | ۵ | <u>.</u> | 2 | | S DEL |
| -3/ | 3 1 | 3 1 | 5 | -2 | 'n | -2 | <u> </u> | 4 | <u></u> | 4 | | . 4 | | 4 | 4 | -2 | ۸ | 2 | 7 | 7 | 4 | ۵ | . 2 | | | L . | | ٠ ۵ | <u>.</u> | ٠ ــــــــــــــــــــــــــــــــــــ | ٨ | ۵. | ش | <u>.</u> | ω | | TA |
| -01 | 27 4 | o 1 | · · | -2 | -2 | 4 | -1 | ۵ | 4 | - | . 2 | . 2 | | ٠. | ٨ | -2 | 77 | -2 | 7 | 4 | 4 | 4 | . 2 | <u>.</u> | ٠. | ٠. حا | L . | <u>.</u> | 4 | 4 | <u>L</u> | 77 | 4 | 7 | 4 | | |
| -00 | 30 6 | 2 1 | -2 | -2 | -2 | 4 | - | 스 | 4 | 4 | - | | _ | <u>L</u> | <u></u> | -2 | -2 | -2 | 소 | 4 | -2 | 4 | . 4 | 4 | | ٠ ــــــــــــــــــــــــــــــــــــ | 4 | 7 | <u></u> | <u></u> | 7 | 4 | 7 | ۸ | თ | | |
| 22. | 3 6 | 5 | -2 | ۵. | 4 | 4 | 4 | <u>.</u> | 0 | 0 | . 4 | | 4 | 4 | 77 | 7 | 4 | <u> </u> | 4 | -1 | 2 | | | | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | <u>6</u> | | |
| | | ١. | ۵ | -2 | 0 | 0 | | 0 | _ | 1 | . 4 | ٠ . | _ | 0 | 0 | 0 | 0 | 0 | -2 | _ | 0 | | 0 | | _ | 0 | 4 | | | | _ | 1 | _ | <u> </u> | 7 | | |
| | 'n. | 4 | -2 | ۵ | 0 | 0 | 0 | 0 | 0 | 4 | | ٠ . | 0 | 0 | 0 | 4 | 0 | - | 4 | 0 | | | | ٠ ۵ | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | œ | | |
| i | 13 | 4 | -2 | ۵ | <u>.</u> | 4 | 77 | 4 | 4 | K | o # | 5 | 7 | <u>.</u> | A | -2 | -2 | -2 | -2 | - | K | , , | 3 | 2 | 4 | 7 | -2 | 77 | 77 | 7 | 4 | 4 | 7 | -2 | 9 | | |
| - | -13 | ۵. | 4 | Ls | -2 | -2 | -2 | -2 | -2 | 4 | 0 1 | 5 | -2 | -2 | -2 | డ | ۵ | L | -2 | -22 | K | s 6 | | <u>_</u> | -2 | -2 | -2 | -2 | -2 | -2 | -2 | -2 | -2 | -2 | 10 | | |
| | -17 | 4 | 4 | -4 | -4 | ۵ | Lo | -2 | ė, | | ا د | b | ۵ | ట | Łs. | ۵ | ఓ | ځ | ۵ | b | , 2 | . d | ىد | -2 | ۵ | -3 | -2 | -3 | ۵ | -2 | -2 | ės. | į, | -3 | 11 | | |
| | -17 | 4 | -4 | Ł, | 4 | -3 | -33 | ۵ | L | , , | | င်း | చ | ۵ | Łs. | ئا ئ | ۵ | Lo | Łs | -0 | o 6 | , c | ما | -2 | ės. | -23 | -2 | -3 | Ŀы | -2 | ఓ | ė, | ۵ | ۵ | 12 | | |
| | -17 | -4 | ట | ės. | ė, | ۵ | 43 | ٺ | 6 | . (| ما | ယ် | نا نا | Lo | ۵ | ۵ | ۵ | Lo | ٺ | ı | 3 6 | ls (| ۵ | -2 | ۵ | ۵ | -2 | ۵ | ۵. | -2 | -2 | ۵ | -2 | ۵ | 13 | | |
| | -16 | 4 | is. | Łs | ۵ | Ŀ | 6 | ė, | ó | | Ls. | డు | -2 | ځه | ۵ | ۵ | ట | ćs | -2 | ě | . · | lo i | ė. | -2 | -2 | ts. | Ls | ۵ | -2 | -2 | -2 | -2 | -2 | -2 | 14 | | |
| | -15 | -4 | ۵ | Ŀ | ۵ | ۵ | Lo | ۵ | , , | 3 | ۵ | ė, | -2 | -2 | ė, | ۵ | ۵ | ů | -2 | | 5 | ы | ట | L. | -2 | -2 | -2 | -2 | -2 | -2 | ట | -2 | -2 | -2 | 15 | | |
| | -7 | -1 | Łs. | -2 | 7 | Δ | 4 | 2 | | | -2 | <u>1</u> | 4 | 0 | ۵ | ۵ | 4 | ۵ | ۵ | 4 | 4 | 4 | <u> </u> | 0 | 0 | 0 | <u> </u> | 0 | 0 | 0 | ۵ | 0 | 0 | 77 | 16 | | |
| | & | 0 | Ls | 4 | 4 | - | 4 | ٥ | . 2 | _ | <u>_</u> | -2 | ۸ | 0 | -1 | 77 | 4 | ىك | . 4 | | ۷ | 7 | 77 | 0 | 0 | 7 | 4 | 0 | 0 | 0 | ۵ | 0 | 0 | -2 | 17 | | |
| | 4 | 0 | to. | 7 | _ | _ | 0 | _ | | _ | <u>.</u> | 4 | | 2 | _ | _ | | _ | | | _ | | _ | 0 | _ | _ | <u>L</u> | _ | _ | | _ | _ | _ | 4 | 18 | | |
| | -5 | _ | 0 | 7 | 0 | _ | 0 | _ | | _ | 4 | <u>ئ</u> ـ | _ | 2 | _ | _ | | - | | | _ | _ | _ | 0 | _ | | -2 | _ | _ | _ | _ | 2 | 2 | 4 | 19 | | |
| | -2 | ယ | 2 | 4 | | _ | | | ٠. | _ | 4 | ۵ | 2 | 2 | _ | _ | _ | | | , | _ | _ | _ | 0 | 2 | _ | 4 | 2 | 2 | 2 | 2 | N | 2 | 0 | 20 | | |
| | 0 | 2 | _ | <u> </u> | _ | | _ | | 3 1 | 2 | L | 0 | 2 | 2 | _ | _ | _ | | | | _ | 2 | _ | 0 | 2 | 2 | 7 | 2 | 2 | N | 2 | 2 | 2 | 0 | 21 | | |
| | 0 | 2 | -2 | 4 | 0 | 0 | 0 | | | _ | 0 | 0 | | _ | | 0 | c | 0 | | 0 | _ | _ | 0 | 0 | _ | _ | 0 | _ | | _ | _ | | - | 0 | 22 | | |
| | -11 | _ | 4 | ۵ | 4 | 0 | 1 | | 0 | 0 | -2 | -2 | 0 | 0 | 0 | 0 | - | | D | 2 | 0 | 0 | 0 | 0 | 0 | 0 | -2 | 0 | 0 | 0 | 0 | _ | _ | -2 | 23 | | |
| | -53 | 0 | 4 | -2 | -2 | -2 | -2 | 0 1 | 3 | -2 | -2 | -2 | -2 | -2 | -2 | -2 | K | 3 1 | 0 1 | 0 | -2 | -2 | -2 | -2 | -2 | -2 | ٨ | -2 | 2 | 4 | 4 | | 4 | - | | | |
| į | -412 | -26 | -4(| -40 | -33 | -21 | 22- | 300 | -21 | -20 | -37 | -37 | -18 | -16 | -24 | -32 | 12- | 37 | 30 0 | יו גע | -22 | -25 | -26 | -21 | -16 | -19 | -32 | -17 | -15 | -11 | -15 | -12 | -11 | -32 | TOTAL | | |

Off-Peak:
On-Peak:
Total MWh Allocation:
Estimated Total Load

-412 -366 -778 5473 -14.22%

Total MWh Schedule:

| | • | | 328 | 30 G | 8 Thu | 8 Wed | 33 T | a Mon | 24 Sur | a s | D (| a Thu | 8 We | ж Т. | a Mon | 24 Sun | Sa Sa | 8 Fn. | 8 Thu | 8 Wed | 8 Tue | 8 Mon | 24 Sun | 8 Sat | DD (| a Thu | a Wed | S Tue | a Mon | 24 Sun | a Sat | ο Π | 8 Thu | 24 HOL | Off-pk Hrs: | Hrs: |
|----------|------|---------------------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|----------|--------|----------|--------|--------|-------|-------|--------|----------|--------|-------|--------|-------|--------|-------------|------------|
| | | ** | Į. | | 1 | | | | | | 1 | _ | | | | | 18 | | | | | | | 7 | | Τ | T | 7. | | | 4 | 3-Jan | | | 328 DATE | 744 Jan-25 |
| | | ſ | | 31-Jan | 30-Jan | 29-Jan | 28-Jan | 27-Jan | 26-Jan | 25-Jan | 24-Jan | 23-Jan | 22-Jan | 21-Jan | 20-Jan | 19-Jan | 18-Jan | 17-Jan | 16-Jan | 15-Jan | 14-Jan | 13-Jan | 12-Jan | 11-Jan | 10-Jan | 9-Jan | 8-Jan | 7- Jan | ם | lan | 4-Jan | an | lan | lan | | 25 |
| | 2 | | 186 | 6 | o o | 6 | o | o o | o | o o | o | o | o | o | o | o | o | თ | o | on . | 6 | o o | 6 | o | o | 0 | o (| 0 (| 0 | o | on . | on . | 6 | o | | |
| | | | 186 8 | o | o o | on . | o | o | o | o | 6 | o o | on . | 6 | on . | 0 | on . | 6 | 6 | o | o o | on . | o | o | o | 0 | o | o (| on . | o | 0 | o | 6 | 6 | 2 | |
| | | | 1 86 | o | on . | o | o | o | 0 | on | σ | o | o | 6 | o | 0 | თ | o | o | 6 | о | 6 | o | 6 | σ, | o | 0 | on I | 6 | o | o o | 6 | o | 6 | w | |
| | | | 186 | o | on . | on . | o | o | თ | on . | თ | თ | o | o | o | o | 6 | o | o | 6 | 6 | 6 | 6 | 6 | on. | on . | o | o | o | თ | თ | o | o | ത | 4 | |
| | | | 187 | o | 6 | o | o | o | 6 | თ | o | o o | 7 | o | o | თ | 6 | o | o | თ | 6 | 6 | o | o | o | o | თ | o | o | 6 | თ | 6 | 6 | o | ம | |
| | | | 209 | o | 7 | 7 | 7 | 6 | 6 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 0 | 7 | 0 | o | o o | 7 | 7 | 7 | 7 | 6 | 7 | 7 | 7 | 7 | σ | |
| | | | 229 | 7 | 7 | 8 | 7 | 7 | 7 | 7 | 7 | 00 | 00 | 00 | 00 | 7 | 7 | 7 | 7 | 7 | 7 | 00 | 7 | 7 | 7 | 00 | 00 | 7 | 00 | 7 | 7 | 00 | 00 | 00 | 7 | |
| | | | 40 | 8 | 00 | 00 | 8 | 00 | 00 | 8 | 8 | 9 | 00 | 00 | 80 | 8 | 00 | 80 | 00 | œ | œ | 00 | 00 | œ | 8 | 8 | œ | œ | œ | 00 | 00 | 00 | 00 | 00 | ∞ | |
| | | | 41 | 8 | œ | 8 | 8 | co | 00 | 00 | 8 | 9 | 9 | 8 | 8 | 00 | 00 | 00 | 00 | œ | 00 | 9 | 00 | 8 | 8 | 80 | 9 | œ | 00 | 00 | 00 | œ | œ | ဖ | g | |
| | | | 40 | œ | œ | 00 | 00 | œ | 00 | œ | co | œ | 00 | 00 | 00 | 00 | œ | 8 | 00 | œ | 00 | 00 | 00 | œ | 8 | œ | 8 | 8 | 00 | 00 | 00 | œ | œ | 00 | 6 | |
| | | | 40 | œ | 00 | 00 | 00 | 00 | 00 | 80 | 8 | 8 | 8 | œ | œ | 00 | 00 | 8 | 00 | co | 00, | 00 | 00 | œ | 00 | 00 | 8 | 8 | 8 | 8 | 8 | 00 | 00 | 00 | = | |
| | | | 40 | 00 | 8 | 8 | œ | 00 | œ | œ | 00 | 00 | 00 | 8 | œ | 00 | 00 | 00 | 00 | 8 | 00 | 8 | 00 | œ | œ | œ | 00 | 8 | 8 | 00 | œ | œ | 00 | 00 | 12 | |
| | | | 39 | œ | œ | œ | 00 | 7 | 7 | 00 | œ | œ | œ | œ | œ | 00 | 00 | 00 | 00 | œ | œ | 00 | 00 | 00 | œ | œ | œ | œ | 00 | œ | 00 | 00 | 8 | 00 | ಪ | |
| | | | 37 | 7 | œ | œ | œ | 7 | 7 | 00 | 7 | œ | 00 | œ | œ | 00 | œ | ò | 00 | 7 | 00 | 00 | 7 | 00 | 00 | 7 | 7 | 7 | co | 7 | 7. | 7 | 00 | 00 | 14 | |
| | | | 36 | 7 | 7 | 00 | co | 7 | 7 | 7 | 7 | 7 | 7 | œ | co | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | co | 7 | 7 | 7 | 7 | œ | 7 | 7 | 7 | 00 | 00 | 15 | |
| | | | 35 | 7 | 7 | 00 | 00 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 00 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 00 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 00 | 7 | 16 | |
| | | | 35 | 7 | 7 | 00 | 8 | 7 | 7 | 7 | 7 | 7 | 7 | 00 | 8 | 7 | œ | 7 | 7 | 7 | 7 | 7 | 7 | œ | 7 | 7 | 7 | 7 | œ | 7 | 7 : | 7 | 00 | 7 | 17 | |
| | | | 38 | 7 | 7 | œ | 00 | 7 | 7 | 7 | 7 | 7 | œ | co | 00 | 00 | 00 | œ | co | 7 | 7 | 7 | 00 | 00 | 7 | 7 | 7 | co | 00 | 7 | 7 | 7 | 00 | 00 | 18 | |
| | | | 39 | 7 | 00 | 8 | œ | 00 | 7 | 7 | 7 | 00 | œ | œ | œ | co | 00 | 00 | 00 | . 7 | 7 | 00 | 00 | co | 00 | 00 | 00 | 00 | œ | 00 | 00 | 7 | 7 | co | 19 | |
| | | | 36 | 7 | . 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 8 | 7 | œ | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 00 | 20 | |
| On-Peak: | 76. | Total MWh Schedule: | 35 | 7 | 7 | -7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 21 | |
| e a a | | Vh Sche | 35 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | . 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 22 | |
| ation. | | dule: | 35 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 23 | |
| | | 9 | 203 | 7 | 6 | 7 | 7 | on | o | 0 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 0 | 0 | 0 | 6 | 0 | 7 | 6 | 6 | on | 7 | on | o | 7 | 7 | 7 | 7 | 24 T | |
| 3142 | 2473 | 5315 | 2173 | | 170 | 176 | 175 | 167 | 166 | 169 | 169 | 174 | 176 | 175 | 177 | 172 | 173 | 172 | 171 | 168 | 168 | 172 | 169 | 174 | 169 | 170 | 171 | 171 | 174 | 168 | 170 | 170 | 1/5 | 176 | 24 TOTAL | |

| 328 | 8 1 | 8 Thu | 8 Wed | 8 10 | o Non | 24 Juli | 33 0 | ω (r) | ο (Σ | 8 Thu | 8 Wed | 8 Tue | 8 Mon | 24 Sun | 8 Sat | 80 | 8 Thu | 8 Wed | 8 Tue | 8 Mon · | 24 Sun | 8 Sat | 8 Fri | 8 Thu | 8 Wed | 8 Tue | 8 Mon | 24 Sun | 8 Sat | 8 Fri. | 8 Thu | 24 HOL | Off-pk Hrs: 328 | | Hrs: 744 | 31 |
|-------|--------|--------|--------|--------|--------------|---------|--------|--------|----------------|--------|--------------|----------|---------|--------|--------|----------------|-------------|--------|--------|---------|--------|--------|--------|-------|-------|--------|-------|--------|-------|--------|-------|--------|-----------------|----------|----------|--------------|
| Ta Ta | 31-Jan | 30-Jan | 29-Jan | 20-741 | 78 Jan | 27 lan | on-lan | 25-Jan | 24-Jan | 23-Jan | 22-Jan | 21-Jan | 20-Jan | 19-Jan | 18-Jan | 17-Jan | 16-Jan | 15-Jan | 14-Jan | 13-Jan | 12-Jan | 11-Jan | 10-Jan | 9-Jan | 8-Jan | 7-Jan | 6-Jan | 5-Jan | 4-Jan | 3-Jan | 2-Jan | 1-Jan | DATE | | Jan-25 | z |
| 93 | w | u | , , | s e | (| | ω | ω | ω | w | ω | ω | ω | ω | w | u | 3 | w | w | ω | ω | ယ | w | ω | w | ω | co | ω | ω | w | C. | ca | | | | NEEDLES TERM |
| 93 | u | u | , , | | ω I | ω | ω | ω | ω | ω | ω | ω | ω | ω | w | ω | ω | ω | ω | ω | w | w | ω | ω | w | ω | Ç.S | w | ω | w | | | | , | | STER |
| 93 | cu | c | | | w | ω | ω | ω | w | w | w | w | ω | ω | ω | ω | ω | ω | cu | w | w | ω | ω | w | ω | ω | w | cu | ω | u | u | , , | , , | , | | 3 |
| 93 | ω | | | | ω | ω | ω | w | ω | w | ω | ω | w | ω | ω | ω | w | ω | w | ω | ω | ω | ω | w | w | ω | co | cu | درع | C. | | , , | , 4 | _ | | |
| 93 | 3 | | | | ω | ω | w | w | ω | Ç.S | ω | ω | ω | ω | ω | ω | ω | w | ω | ω | w | w | w | ω | w | w | w | cu | w | · · | , , | | | n | | 72 |
| 93 | u | | | | ω | ω | w | ω | ω | w | w | w | w | w | ω | w | ω | w | w | w | w | w | ω | w | w | w | cu | u | · cu | | , (| | | ח | | |
| 93 | C. | , | w 1 | ω | w | C.S | ω | Ç.) | w | ω | w | ω | ω | w | w | ω | ω | w | w | ω | ω | cu | w | w | w | C | · | | | | . (| ى د | | 7 | | |
| 15 | U | , | טיי | on | Ch Ch | cn cn | ယ | (J) | (J) | On . | O1 | ch | 5 | ω | On. | cn | On | Un | cn | On | ω | On | cn | · · | U | 0 | 1 0 | , , | , 0 | 1 0 | n (| n (| I | 00 | | |
| 15 | U | n | Un . | O | Ch | O1 | 3 | On | Un | on | On | On | (J) | w | Ch | cn | On | cn | Ch | C5 | w | on | c c | U | 0 | 0 | n 0 | | 0 | n (| n (| טח (| ω | ٥ | | |
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| Ö | , | Ch Ch | On . | ڻ ن | cn | 5 | w | UI | On | cn | On On | U | , 0 | u | U | U | O | U | 0 | 0 | u | | n c | n (| n (| n (| טיו פ | ית | ω | Un | On . | cn | ω | 15 | | |
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| | 984 | 104 | 104 | 104 | 104 | 104 | 12 | 104 | 2 04 | 2 3 | 104 | 102 | 104 | 104 | 73 | 104 | 2 2 | 102 | 104 | 101 | 104 | 72 | 104 | 104 | 104 | 104 | 104 | 104 | 72 | 104 | 104 | 104 | 72 | TOTAL | | |
| | | | y. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Off-Peak:
On-Peak:
Total MWh Allocation:

984 **\$62.81**2080 **\$59.70**3064 **\$60.70**

Total MWh Schedule:

3064

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| | | Ξ. | Thu | Wed | Tue | 8 Mon | Sun | Sat | Fri | Thu | 8 Wed | Tue | 8 Mon | Sun | Sat | Fri | Thu | Wed | Tue | Mon | ouii | | Sat | Fr. | Thu | Wed | Tue | Mon . | 5 | at | Ξ. | hu | 오 | ω | | 7. | ω |
| | | 31-Jan | 30-Jan | 29-Jan | 28-Jan | 27-Jan | 26-Jan | 25-Jan | 24-Jan | 23-Jan | 22-Jan | 21-Jan | 20-Jan | 19-Jan | 18-Jan | 17-Jan | 16-Jan | 15-Jan | 14-741 | 14 12 | 3 6 | 12 13 | 11-Jan | 10-Jan | 9-Jan | 8-Jan | 7-Jan | 6-Jan | 5-Jan | 4-Jan | 3-Jan | 2-Jan | 1-Jan | 328 DATE | 1 | 744 Jan-25 | 31 |
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| | -62 -60 | | | | | | | | | 2 -2 | | | | | | | | -1 | | | | | | | | | -2 | | | | 1 | 1 | | | | | |
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Off-Peak:
On-Peak:
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Estimated Total Load

-577 58 -519 5315 -9.76%

Hrs:

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| 2 72 | 1-Mar | 28-Feb | 27-Feb | 26-Feb | 25-Feb | 24-Feb | 23-Feb | 72-1-60 | 22-Eeb | 21-Feb | 20-Feb | 19-Feb | 18-Feb | 17-Feb | 16-Feb | 15-Feb | 14-Feb | 13-Feb | 12-Feb | 11-Feb | 10-Feb | 9-Feb | 8-Feb | 7-Feb | 6-Feb | 5-Feb | 4-Feb | 3-Feb | 2-Feb | | 8 DATE |
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| 168 | | o | 6 | 6 | 0 | 6 | a | | o | o o | o | o | 0 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | o | 6 | 6 | 6 | 0 | on | o | 6 | ڻ. |
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NEEDLES TERM

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| | | | 30-Mar | 29-Mar | 28-Mar | 27-Mar | 26-Mar | 25-Mar | 24-Mar | 23-Mar | 22-Mar | 21-Mar | 20-Mar | 19-Mar | 18-Mar | 17-Mar | 16-Mar | 15-Mar | 14-Mar | 13-Mar | 12-Mar | 11-Mar | 10-Mar | 9-Mar | 8-Mar | 7-Mar | 6-Mar | 5-Mar | 4-Mar | 3-Mar | 2-Mar | \neg | DATE |
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| | | 39 | 9 | 9 | 9 | 00 | 8 | 7 | œ | 00 | œ | 00 | 00 | 7 | 7 | 7 | 7 | 00 | œ | 8 | œ | 7 | 7 | 00 | œ | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 15 |
| | | 41 | 10 | 9 | 9 | 00 | 00 | œ | 00 | 00 | 00 | œ | 00 | 00 | œ | 7 | 00 | 00 | 00 | 00 | co | 7 | 00 | 00 | 00 | 00 | 7 | 7 | 7 | 7 | 7 | 7 | 16 |
| | | 42 | 10 | 9 | ø | 00 | 00 | 00 | 00 | 9 | 8 | œ | 00 | œ | co | 7 | 80 | œ | 00 | œ | 00 | 00 | œ | 00 | œ | œ | 7 | 7 | 7 | 7 | 7 | 7 | 17 |
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| Or new transfer | Total MWh Schedule: | 37 | 00 | œ | 00 | 7 | 7 | 7 | 7 | 00 | 7 | 7 | 7 . | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 21 |
| | Schedule | 35 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 6 | 7 | 7 | 7 | 7 | 6 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 22 |
| - | 18 | 151 | 7 | 7 | 7 | o | 0 | 0 | o | 7 | 7 | 7 | o | o | 0 | o | 0 | 0 | 0 | o | 0 | o | o | o | o | 7 | 7 | 6 | 6 | 6 | 0 | 6 | 23 |
| 2055 | 5130 | N | 6 181 | 6 179 | | 164 | | | 6 170 | | | 6 171 | 163 | 6 160 | 6 157 | 6 154 | 6 162 | 163 | 6 167 | | 6 165 | 6 159 | 6 159 | 166 | 168 | 169 | 161 | 6 157 | 160 | 6 162 | 6 160 | 6 160 | 24 TOTAL |

| | | 8 Mon | 24 Sun | 8 Sat | m | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|----------------|--------|--------|----------|--------|-----------|--------|---------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|-------|-------|-------|-------|------------|-------|--------|-------|-------------|--------|---------------|
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| | | 31-Mar | 30-Mar | 29-Mar | 28-Mar | 27-Mar | 26-Mar | 25-Mar | 24-Mar | 23-Mar | 22-Mar | 21-Mar | 20-Mar | 19-Mar | 18-Mar | 17-Mar | 16-Mar | 15-Mar | 14-Mar | 13-Mar | 12-Mar | 11-Mar | 10-Mar | 9-Mar | 8-Mar | 7-Mar | 6-Mar | 5-Mar | 4-Mar | 3-Mar | 2-Mar | 1-Mar | DATE | Mar-25 | |
| | | ar | ar | ar | ar | थ | <u>ar</u> | ¥ | 4 | 4 | 4 | 2 | = | 7 | 1 | | 5 | 5 | 1 | 5 | 7 | | | | | 1 | | | | | | | _ | 111.55 | |
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| 으요 등 | 0 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 20 | | |
| Total MWh Off-Peak: On-Peak: | 0 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | Г | 1 | |
| Total MWh Schedule: Off-Peak: On-Peak: | 0 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 22 | | |
| Total MWh Schedule: Off-Peak: On-Peak: | 0 | | | | + | | | | | | | H | H | | | | | | | | | | - | | 4 | 4 | 4 | 4 | 4 | 4 | | 4 | 23 | | |
| | 0 | + | - | | - | | 1 | - | | - | | - | | | | - | | - | T | - | 1 | | | | | | | | | | | r | 24 TOTAL | 1 | |
| 1664 0 | c | σ ₄ | 2 0 | 004 | 60,4 | 64 | 64 | 64 | 64 4 | 0 | 64 | 64 | 64 | 64 | 2 | 62 | 0 | 64 | 64 | 62 | 2 | 64 | 64 | 0 | 64 | 64 | 64 | 64 | <u>6</u> 2 | 64 | 0 | 2 | P | | |
| \$40.32 \$29.44 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| \$48 | | | | | | | | | | | | | | 3 | | | | | | | | | | | | | | | | | | | | | |
| \$0.00 \$48,988.16 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

-23% 2% -7.88%

466 62 404 5130 -7.88%

Off-Peak:
On-Peak:
Total MWh Allocation:

U.S. Department of Energy

Western Area Power Administration PO BOX 6457

PHOENIX, AZ 85008-6457

Bill for Collection

Payer:

CITY OF NEEDLES

CUSTOMER # 1845

ATTN ACCOUNTS PAYABLE - SYLVIA MILEDI

Project N/FGPD PPWK NEED AES-P

817 3RD STREET

NEEDLES, CA 92363

Bill Description:

| INVOICE DATE | DUE DATE | INVOICE NUMBER | AGREEMENT NUMBER |
|--------------|---|------------------|-------------------------|
| 05 NOV 2024 | 15 NOV 2024 | 1019345 | DSW-00DSR11223-NEED AES |
| Line Number | Description | | Amount |
| 1 | FY2025 Q2 Term Purchases a Purchases | nd Dec 2024 Spot | \$455,846.00 |
| | Original Co | ру | |

Thank you for your cooperation

Total Amount of \$455,846.00

PLEASE REFERENCE THE INVOICE NUMBER ON YOUR PAYMENT AND SEND TO:

U.S. Department of Energy

Western Area Power Administration

P.O. Box 6200-15

ACH = ABA 051036706 Acct # 312003 or EFT = ABA 021030004 Acct # 89001602

Portland, OR 97228-6200

For questions regarding this invoice contact: Accounts Receivable (602) 605-2525

All accounts not paid by the due date are subject to a late charge assessed at the current application interest rate.

Check Payments will be converted to a one-time electronic fund transfer from your account

Item 6.



City of Needles, California Request for Commission Action

| ☐ CITY COUNCIL ☒ | BOARD OF PUBLIC | UTILITIES | 3 | ⊠ Regular ☐ Special |
|--|-------------------------|-------------|-------------|--|
| Meeting Date: | December 3, 2024 | | | |
| Title: | Present Perfected Rig | ghts Report | – October 2 | 2024 |
| Background: CURRENT YEAR: | | | | |
| October 2024 | | Current | YTD | % change prior year to current year YTD |
| Net Diversion | | 167.90 | 1,691.73 | 13% |
| Measured Returns | | 4.87 | 377.40 | |
| Unmeasured Returns | | 32.60 | 266.16 | |
| Consumptive Use | | 130.43 | 1,048.17 | (based on consumptive use) |
| PRIOR YEAR: October 2023 | | | | % of PPR Remaining |
| Net Diversion | | 174.10 | 1,641.34 | <u>33%</u> |
| Measured Returns | | 41.99 | 442.55 | *Based on CY24 Water Order of 2,528 diversion |
| Unmeasured Returns | | 38.93 | 291.93 | . |
| Consumptive Use | | 93.18 | 906.86 | |
| PPR Limits 1,223 SCIA Agreement (145) PPR Entitlement | 1,223 - 145 1,078 | | | |
| LCWSP SCIA Limit 2023 Consumption 2023 Diversion 2,261 | + 527 1,605 | | | |
| Recommended Action: | Information Item Only | у | | |
| Submitted By: | Rainie Torrance, Utili | ity Manager | | |
| City Manager Approval: _ | Patrick J Mar | tinez | | Date: 11/25/2024 |
| Other Department Approv | val (when required): | | | Date: |
| Approved: Not A | Approved: | Tabled: |] | Other: |
| | | | А | genda Item: |

CITY OF NEEDLES WATER ACCOUNTING MONTHLY CALCULATION SHEET CALENDAR YEAR 2024

| | 0.0 | | | | | Pumped | ed (Acre-Feet) | eet) | | | | | |
|---|--------|-------|--------|--------|--------|--------|----------------|--------|--------|--------|------|------|---------------|
| Diversions - Pumped from Wells | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
| Well #8 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00 |
| Well # 15 (formerly #10) | 89.95 | 70.21 | 103.04 | 113.54 | 132.90 | 153.86 | 168.50 | 166.20 | 144.98 | 132.58 | | | 1,275.76 |
| Well #11 | 0.00 | 0.00 | 0.09 | 0.00 | 0.07 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.16 |
| Well #12 | 10.74 | 6.78 | 13.56 | 51.77 | 56.20 | 77.87 | 69.79 | 66.42 | 61.92 | 37.08 | | | 452.13 |
| Sub-Total | 100.69 | 76.99 | 116.69 | 165.31 | 189.17 | 231.73 | 238.29 | 232.62 | 206.90 | 169.66 | 0.00 | 0.00 | 1,728.05 |
| Delivered to Ft. Mojave Indian Tribe (AZ) | 2.78 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 2.78 |
| Delivered to Ft. Mojave Indian Tribe (CA) | 0.00 | 8.30 | 1.79 | 1.90 | 6.20 | 5.07 | 3.63 | 0.93 | 3.96 | 1.76 | | | 33.54 |
| Sub-Total | 2.78 | 8.30 | 1.79 | 1.90 | 6.20 | 5.07 | 3.63 | 0.93 | 3.96 | 1.76 | 0.00 | 0.00 | 36.32 |
| City of Needles' Net Diversion | 97.91 | 68.69 | 114.90 | 163.41 | 182.97 | 226.66 | 234.66 | 231.69 | 202.94 | 167.90 | 0.00 | 0.00 | 0.00 1,691.73 |
| | | | | | | | | | | | | | |
| Uses of Water | | | | | | | | | | | | | |
| Commercial Accounts | 45.45 | 32.92 | 50.17 | 53.28 | 60.59 | 64.62 | 78.80 | 67.72 | 59.57 | 55.31 | | | 568.43 |
| Residential Accounts | 36.34 | 27.32 | 46.60 | 52.64 | 57.40 | 71.00 | 69.00 | 82.25 | 66.63 | 60.32 | | | 569.50 |
| Golf Course | 10.74 | 6.78 | 13.56 | 51.77 | 56.20 | 77.87 | 69.79 | 66.42 | 61.92 | 37.08 | | | 452.13 |
| Parks, Ballparks, Cemetery | 5.37 | 1.67 | 4.48 | 5.72 | 8.77 | 13.18 | 17.06 | 15.30 | 14.83 | 15.19 | | | 101.57 |
| Total | 97.90 | 68.69 | 114.81 | 163.41 | 182.96 | 226.67 | 234.65 | 231.69 | 202.95 | 167.90 | 0.00 | 0.00 | 0.00 1,691.63 |

CALENDAR YEAR 2024 WASTEWATER TREATMENT PLANT

| | Mean Flow | # Days | A/F | A/F Return |
|-------|-----------|--------|--------|------------|
| Jan | 0.481 | 31 | 45.76 | 44.39 |
| Feb | 0.421 | 29 | 37.47 | 36.35 |
| Mar | 0.429 | 31 | 40.82 | 39.59 |
| Apr | 0.436 | 30 | 40.14 | 38.94 |
| May | 0.425 | 31 | 40.44 | 39.22 |
| Jun | 0.482 | 30 | 44.38 | 43.05 |
| Jul | 0.495 | 31 | 47.10 | 45.68 |
| Aug | 0.487 | 31 | 46.33 | 44.94 |
| Sep | 0.452 | 30 | 41.62 | 40.37 |
| Oct | 0.053 | 31 | 5.02 | 4.87 |
| Nov | | 30 | 0.00 | 0.00 |
| Dec | | 31 | 0.00 | 0.00 |
| | 3 | | | Y/ |
| TOTAL | 4.161 | 366 | 389.08 | 377.40 |

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

CITY OF NEEDLES WATER ACCOUNTING MONTHLY CALCULATION SHEET CALENDAR YEAR 2024

Item 7.

| | | | | V | | Pumpe | Pumped (Acre-Feet) | et) | | | | | |
|--|--------|-------|--------|--------|--------|--------|--------------------|--------|--------|--------|------|------|--------|
| | lan. | Feb | Mar | Apr | Mav | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
| rumped from wells | | | 0 00 | 000 | 000 | 000 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Nell #8 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 100 | 3 | 200 | 2 |
| *CI | 20 02 | 70 21 | 103 04 | 113.54 | 132.90 | 153.86 | 168.50 | 166.20 | 144.98 | 132.58 | 0.00 | 0.00 | 1,1 |
| Vell# T5 (FRA #IU) | 00.00 | | | 3 | 200 | 000 | 0.00 | 000 | 000 | 000 | 000 | 0.00 | |
| VPII #11 | 0.00 | 0.00 | 90.0 | 0.00 | 0.07 | 0.00 | 0.00 | 0.00 | 0.00 | 0000 | 0 0 | | מו כחו |
| N-II #AO | 10 74 | 6.78 | 13.56 | 51.77 | 56.20 | 77.87 | 69.79 | 66.42 | 61.92 | 37.00 | 0.00 | 0.00 | 1 |
| Vell #12 | 10000 | 76 00 | 116 60 | 165 21 | 180 17 | 231 73 | 238.29 | 232.62 | 206.90 | 169.66 | 0.00 | 0.00 | 1,7 |
| Sub-Total | 69.001 | 10.99 | 110.03 | 100.01 | 100.11 | 201110 | 200 | 0 | 000 | 000 | 000 | 0.00 | 2 78 |
| Collingrad to Et Moiave Indian Tribe (AZ) | 2.78 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | - |
| Convered to the mojero Indian Tribo (CA) | 0.00 | 8.30 | 1 79 | 1.90 | 6.20 | 5.07 | 3.63 | 0.93 | 3.96 | 1./6 | 0.00 | 0.00 | 33.54 |
| Delivered to Lt. Mojave ilidian ilibe (or v) | 2 78 | 8 30 | 1 79 | 1 90 | 6.20 | 5.07 | 3.63 | 0.93 | 3.96 | 1.76 | 0.00 | 0.00 | 36.3 |
| Sub-lotal | 2.10 | 0.00 | | | | | | 224 20 | 2000 | 467 00 | 000 | 0 00 | 2 |
| Strong Not Divorcion | 97.91 | 68.69 | 114.90 | 163.41 | 182.97 | 226.66 | 234.66 | 237.69 | 202.94 | 06.701 | 0.00 | 0.00 | 1,0 |

| THE WHAT WAS A STREET OF THE PERSON OF THE P | | | F | Return and Other Credits | Other Crec | its | | | | | Take a line of the last | | |
|--|-------|-------|-------|--------------------------|------------|-------------|-------|-------|-------|-------|-------------------------|------|--------|
| Measured Returns | | | | | | | | | | . 21 | 3 | 3 | 277 40 |
| Sewer Plant's Rapid Infilitration Ponds ¹ | 44.39 | 36.35 | 39.59 | 38.94 | 39.22 | 43.05 | 45.68 | 44.94 | 40.37 | 4.8/ | 0.00 | 0.00 | 3//.40 |
| | | | | | | | | | | | | | |
| Unmeasured Returns | | | | | | | | | 3 | 2 | 9 | 3 | 160 72 |
| Possolation from Golf Course 2 | 0.00 | 0.00 | 0.00 | 30.79 | 11.66 | 28.12 | 24.29 | 24.26 | 29.57 | 21.04 | 0.00 | 0.00 | 109.73 |
| reicoladoli Ilolli Con Conco | 2 15 | 0 67 | 1 79 | 2 29 | 3.51 | 5.27 | 6.82 | 6.12 | 5.93 | 6.08 | 0.00 | 0.00 | 40.63 |
| Percolation from Parks | 1.10 | 0.0. | | | | ה ה ה | 2 00 | 7 63 | 1 43 | 1 22 | 000 | 0 00 | 13.64 |
| Percolation from Large Commercial Users ⁴ | 1.09 | 0.79 | 1.20 | 1.28 | 1.45 | 1.00 | 1.09 | 1.00 | 1.0 | | 0.00 | 0 0 | 0 00 |
| System I osses ⁵ | 0.01 | 0.00 | 0.09 | 0.00 | 0.01 | 0.00 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.12 |
| Spatia Took Potumes | 4.12 | 3.84 | 4.41 | 4.22 | 4.12 | 3.96 | 4.54 | 4.48 | 4.16 | 4.16 | 0.00 | 0.00 | 42.04 |
| Total Hameasured Returns | 7.37 | 5.30 | 7.50 | 38.57 | 20.75 | 38.91 | 37.56 | 36.49 | 41.10 | 32.60 | 0.00 | 0.00 | 266.16 |
| Total Refurns | 51.76 | 41.65 | 47.09 | 77.51 | 59.97 | 81.96 | 83.24 | 81.43 | 81.47 | 37.47 | 0.00 | 0.00 | 643.56 |
| Total Returns | 51.76 | 41.65 | 47.09 | 17.51 | 76.60 | 01.30 | 47.00 | 01.40 | 01.77 | 01 | | | |

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|------------------------|-------|-------|--------|--------|------------|--------|--------|--------|--------|--------|------|------|----------|
| | 97 91 | 68 89 | 114 90 | 163 41 | 182.97 | 226.66 | 234.66 | 231.69 | 202.94 | 167.90 | 0.00 | 0.00 | 1,691.73 |
| Diversion | 97.91 | 00.00 | 1.00 | | . 02.0. | | | | 0 0 | 201 | 000 | 200 | 277 /0 |
| | 44 39 | 36 35 | 39 59 | 38.94 | 39.22 | 43.05 | 45.68 | 44.94 | 40.37 | 4.6/ | 0.00 | 0.00 | 01.10 |
| INIEasured Retuins | 1 | 00:00 | | | | 000 | 0110 | 200 | 2 2 2 | 22 60 | 000 | 000 | 288 18 |
| Datumo | 7 37 | 5 30 | 7.50 | 38.57 | 20.75 | 38.91 | 37.56 | 36.49 | 41.10 | 32.00 | 0.00 | 0.00 | 200.10 |
| Ollingasdied ivetallis | | | | | | | 1 | 2000 | 404 47 | 100 /3 | 0 00 | 000 | 1 048 17 |
| Commette Ilon | 46 15 | 27 04 | 67.81 | 85.90 | 123.00 | 144./0 | 151.42 | 02.001 | 121.47 | 100.40 | 0.00 | 0.00 | 1,010.11 |
| COUNTY COS | | | | | | | | | | | | | |



City of Needles, California Request for Commission Action

| ☐ CITY COUNCIL ⊠ | BOARD OF PUBL | IC UTILITIES | ⊠ Regular ☐ Special |
|--------------------------|--------------------|---|---|
| Meeting Date: | December 3, 2024 | | |
| Title: | | nal support services i n system October 20 | relating to the wastewater treatment 024 |
| Background: | See attached repor | t | |
| Fiscal Impact: | | | |
| Environmental Impact: | | | |
| Recommended Action: | No action needed - | information only | |
| Submitted By: | Kris Hendricks, EU | ISI LLC | |
| City Manager Approval: | Patrick Q | Martinez | Date: 11/25/2024 |
| Other Department Approva | | | Date: |
| | | | |
| Approved: Not A | pproved: | Tabled: | Other: |
| | | | Agenda Item: |

EUSI, LLC Operational Support Services Relating To the

Wastewater Treatment Facility and Collection System October 2024

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 October 2024.

- The daily average flow for the month of October 2024 was 0.436 MGD.
- Completed the September monthly 2024 monitoring report for the state.
- Conducted in-house process control testing for the SBRs.
- Sent out the weekly, monthly, quarterly and annual 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 replaced drying bed valves 9, 11, 13, 15, 17, and 21.
- Drained digester to drying beds 5 and 11.
- Operations staff cleared drying beds 2, 4, 6, 8, 10, 12, 14, 16, 18, 20 and 22, material was placed in bed 24 for future removal.
- Completed routine monthly inspection of the Kubota tractor, the 4" trash pump, and the jetter.
- Staff ripped and percolation pond #2 and switched from pond #3 to pond #2.
- 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.
- The backflush valve on SBR #2 was not opening or closing fully. Staff removed the valve internals and is getting a quote for replacement parts. This work can be done in-house and may take some time to get the replacement parts.

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

- October 2, 2024 Mojave county inspector stopped by and asked for the total run time hours for the back-up generator. It runs about 13 hours each year.
- October 26, 2024 operations staff was called out at ~2210 hours for a control panel alarm. There was a small power glitch that caused a control panel alarm for EQ pump #1, and digester blower #2. The alarms were reset and system was restored to normal operation. 0.5 hrs, No charge for this activity.
- October 28, 2024 the backflow devices annual testing was completed.

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





Mayor, Janet Jernigan Vice Mayor Kirsten Merritt Councilmember Tona Belt Councilmember Ellen Campbell Councilmember Jamie McCorkle Councilmember JoAnne Pogue Councilmember Henry Longbrake

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: November 15, 2024

- 1. This week, the City Manager met with the Mohave County Office of Economic Development and Tourism and participated in a Manufacturing Workforce Skills Strategy Roundtable. The discussion focused on fostering a skilled workforce to meet regional needs, aligning with the Council's goal of engaging regional partners to drive economic growth in Needles. The roundtable included representatives from various companies and educational institutions, including Mohave Community College, emphasizing a collaborative approach among government, education, and the private sector to prepare individuals for meaningful careers. This effort supports economic growth by equipping the workforce with the skills needed for future employment, strengthening local opportunities and the economy.
- 2. The City of Needles has begun preparing a Local Hazard Mitigation Plan (LHMP), a five-year strategic initiative to enhance preparedness for hazard events and reduce the risks posed by natural and human-caused hazards. The plan's development is funded by a grant from the Federal Emergency Management Agency (FEMA) and is led by City staff, with support from key stakeholders and technical consultants. The LHMP will identify strategies to protect lives, property, and resources while making Needles eligible for FEMA grants and additional state disaster assistance. Community participation is a cornerstone of this process. The City encourages residents and businesses to share their input through surveys, public meetings, and feedback opportunities. Your involvement is essential to creating a plan that addresses local needs and priorities. Click here to fill out a survey and here for more information. Help us build safer and more resilient Needles! Refer to the attached background information to learn more about the LHMP and how you can make a difference!
- The Chamber of Commerce has declared Saturday, November 30, 2024, as Small Business Saturday, a day to celebrate and support the small businesses that are vital to our community. Thriving communities depend on residents shopping locally,

helping small businesses succeed and flourish in Needles. The Chamber encourages local businesses to share their specials, events, or promotions by emailing **info@needleschamber.com for** promotion. Needles is also excited to welcome two new companies this month! **Smashed Burger**, located at 2205 Needles Highway, Suite A, offers a variety of delicious and affordable burgers and loaded French fry options, with a menu attached for more details. **Bless Your Heart Pies**, located at 1205 Broadway, is now ordering handmade pies—perfect for Thanksgiving! Orders can be placed by calling **760-553-3857**. Let's come together on Small Business Saturday to support and celebrate the businesses that make Needles thrive.

- 4. The City of Needles Animal Shelter is hosting its Fall 2024 Vaccination and Licensing Clinic tomorrow, November 16, 2024, from 9:00 AM to 12:30 PM at 1662 Flip Mended Parkway, Needles, CA. This clinic, provided by Petsmart Veterinary Service, offers pet vaccinations, including rabies, Bordetella, and DA2PP. According to Needles city ordinances, all dogs over six months must have a city license and a valid rabies vaccination. These clinics facilitate compliance by offering special rates on permits. Held bi-annually, these events have successfully promoted compliance and supported pet health in the community. For more details, please see the attached flyer.
- 5. In partnership with Needles Community Partners, the Needles Youth Development and Education Foundation invites you to join the festivities at the Holiday Fun Fair and Lighted Parade on Saturday, December 7, 2024. The Holiday Fun Fair, featuring a variety of vendors, will run from 10:00 AM to 4:00 PM. A special tree-lighting ceremony, accompanied by a brief program, will take place at 4:00 PM on the corner of G Street and Broadway, adding a festive touch before the parade begins. For details on participating as a vendor or entering a float in the parade, please refer to the attached flyer and applications. We look forward to celebrating the season with you!
- 6. Needles High School's Varsity Football team proudly represents our community as the Nevada Interscholastic Activities Association (NIAA) State Championship Semi-Finals host. The undefeated Mustangs are poised to advance to the prestigious NIAA State Finals, continuing their incredible season. Led by Head Coach Thomas DeLeon, a dedicated city staff member, the team is determined to secure their first state championship under his leadership. Join us tomorrow, November 16, at 1 PM as the Mustangs take on the Incline Highlanders in this pivotal home playoff game! Refer to the attached flyer for details on how to purchase your tickets. Let's rally behind the Mustangs and cheer them on to this historic achievement!
- 7. Rivers Edge Golf Course is in its best condition in years! Enjoy our championship-caliber course this fall and book your tee time today by calling 760-326-3931 or visiting our website:

Holiday Hours:

Open until 10 AM on Thanksgiving Day for a quick morning round.

Closed on Christmas Day to allow our team to celebrate the holiday.

Upcoming Event:

- December 7 4th Annual Jason Smith Memorial Golf Tournament: Support Needles High School and join the fun! Register here.
 Contact JJ DeLeon directly at 760-326-3931 for tournament bookings or RSVP online by clicking here. Check out the attached photo of our freshly painted course—experience Rivers Edge today!
- 8. The San Bernardino County Sheriff's Department Colorado River Station, in collaboration with the Needles Police, proudly presented a \$500 donation to the Needles Military Moms at the **November 12, 2024, City Council** meeting. This generous contribution honors the profound sacrifices and invaluable support the Military Moms provide to military members and their families within the Needles community. The donation was made possible through the RiverDaze Fund, an initiative by the Colorado River Station and Needles Police dedicated to fostering charitable efforts that enhance the local community's well-being. **Please see the attached image and photo from the presentation for more details.**
- 9. This week, Caltrans conducted fire prevention and beautification efforts along Interstate 40, including removing trees, trimming shrubs, and enhancing the landscaping. We greatly appreciate their ongoing dedication to maintaining the entire I-40 corridor, including off-ramps within the city, ensuring safety and a welcoming appearance for residents and visitors. Residents can report concerns or maintenance needs for the California State Highway System directly to Caltrans at https://csr.dot.ca.gov/. For issues within the city, please contact (760) 326-2115 or use the Needles Connect app, available on the Apple App or Google Play Store. Thank you to Caltrans for their continued support in keeping our community clean.
- 10. The City aims to build a connected and engaged community through open communication and active public participation. On June 9, 2023, the City of Needles launched the "Needles Connect" citizen engagement mobile app, which now has more than 500 users. City staff works diligently to keep the community informed with up-to-date city news, events, and essential information that will empower citizens. Citizens can also report streetlight outages, utility breaks, outages, graffiti, potholes, or cannabis odors. Download the citizen engagement mobile app from the Apple App or Google Play Store today. Refer to the attached flyer and scan the QR code to download or for more details.
- 11. The Second Annual Veterans Day Event in Needles, held last Saturday, **November 9, 2024,** at Santa Fe Park on Route 66, was a heartfelt tribute to veterans from all military branches. The ceremony featured a keynote address by retired U.S. Army Special Forces member and Needles native Noah Claypool, along with representatives from VFW Post 404, Fraternal Order of Eagles Aerie 2599, and Elks Lodge 1608. Veterans enjoyed a complimentary pancake breakfast made possible by community partners, including the Fort Mojave Indian Tribe, Needles

Military Moms, Hampton Inn, and Wagon Wheel Restaurant. The event brought the community together to honor and celebrate the service and sacrifices of local veterans. **Refer to the attached image for a glimpse into the event.**

12. IMPORTANT UPCOMING DATES:

- November 20 Pacific Clinics Needles Open House (11am to 3pm): Join us at 1060 E. Broadway Street to celebrate the opening of the new Pacific Clinics location in Needles. (Refer to the attached Flyer).
- December 3 Duke Watkins Ribbon Cutting: Join us at Duke Watkins Park (1500 Flip Mendez Pkwy) as we celebrate the completion of the Duke Watkins Park Improvement Project at 10am!

2. LOCAL HAZARD MITIGATION PLAN

City of Needles Local Hazard Mitigation Plan



LOCAL HAZARD MITIGATION PLAN

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

WHY HAVE AN LHMP?

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

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

WHAT IS IN OUR LHMP?

The City of Needles LHMP includes four main sections:

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

WHAT HAZARDS WILL OUR LHMP HELP PROTECT AGAINST?

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

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

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



HOW IS OUR LHMP BEING PREPARED?

The City has assembled a Hazard Mitigation Planning Committee (HMPC), which includes representatives from City Departments and is supported by key stakeholders and technical consultants. Together, these participants form the project team responsible for guiding the overall development of our LHMP.

WHEN WILL OUR LHMP BE DONE?

The project team plans to release a Public Review Draft LHMP in Fall 2024. After members of the public provide comments and feedback, the City will revise the plan and send it to the California Office of Emergency Services and FEMA for review and approval. Once approved by these agencies, the Needles City Council will adopt the final LHMP.

HOW CAN I GET INVOLVED?

You can get involved in preparing our LHMP in different ways.

- The City will have public engagement opportunities to share information about our LHMP and obtain community feedback. Stay tuned for these opportunities.
- The City will release an online survey to members of the public in the Spring of 2024, asking for information about past experience with natural hazards and how our LHMP can be the most useful. Take our survey when it comes out, and encourage your friends and family to do the same.
- The City will release a draft of the completed LHMP for public review. Please review and provide comments on this document, either at in-person meetings or in writing.
- Encourage members of the Needles City Council to adopt the plan and begin implementing it.
- Reach out to Kathy Raasch at kraasch@cityofneedles.com for more ways to stay involved.

WHAT CAN I DO NOW TO BE BETTER PREPARED FOR DISASTERS?

- Know the hazards that may affect you at home, work, or school. You can find out more at http://myhazards.caloes.ca.gov/.
- Assemble an emergency kit for your home. In a disaster, you may have to rely on supplies in your emergency kit for at least three days. Be sure to include supplies for any pets and anyone in your home with special needs. Learn more at https://www.ready.gov/kit.
- Have a disaster plan for your household, including how people should contact each other if a disaster occurs and where you should meet.
- Learn about your neighbors and how to help them. In a disaster, emergency responders may not be able to reach your neighborhood for a while. Know if your neighbors have any special needs, and check on them as soon as possible.
- Make sure your homeowner's or renter's insurance covers you from disasters such as earthquakes and floods. If these disasters occur, having good insurance coverage will help you recover more easily.
- Volunteer with an emergency response or community service organization that does work on disaster education and preparation.

City of Needles Local Hazard Mitigation Plan



- Speak to your employer about creating a disaster recovery, workforce communication, and/or business continuity plan. If they already have one or more of these plans in place, make sure you and your co-workers know it.
- Join San Bernardino County FIRE CORPS, a volunteer opportunity to support the San Bernardino County Fire Protection District, where you are trained in skills to help serve your community during a disaster. For more information: https://sbcfire.org/firecorps/





LICENSING CLINIC PETSMART VETRINARY SERVICES

DR. JOSEPH VELASCO SATURDAY NOVEMBER 16TH 2024



9:30-12:30 CA. TIME
NEEDLES ANIMAL SHELTER
1662 FLIP MENDEZ PKWY



Y:

RABIES \$12
DA2PP (DOG) \$18
FVRCP (CAT) \$18
BORDETELLA \$18
MICROCHIPS \$30

NEEDLES, CA 92363 (760)326-4952

ALL DOG MUST BE ON LEASHES AND CATS IN CARRIERS

NEEDLES ANIMAL
SHELTER CITY
DOG LICENSE
SPECIAL PRICING
ALTERED \$10
UNALTERED \$20

CASH ONLY



NEEDLES CITY ORINANCE 447-AC, SECTION
4-4, STATES DOGS OVER 6 MONTHS OF AGE
MUST HAVE CITY LICENSE AND VALID
RABIES VACCINE





The Needles Youth Development & Education Foundation, Needles Community Partners and The City of Needles

Invites you to participate in this year's

Holiday Fun Fair & Lighted Parade

Theme: It's an American Holiday - Honoring: Veterans and Service Members

Saturday December 7, 2024

PARADE ENTRY FORM

| Entry Name: | | | |
|--|--|--|---|
| | | | |
| | | Email Address | |
| Address: | | Phone: | |
| Classification: (Circle | e One) | | |
| 1. Float | 2. Band | 3. Decorated Vehicle | 4. Group |
| 5. Individual | 6. Equestrian | Number of cars, people, wagons, e | etc. in entry |
| Description and Script if (Script will be used by | by the MC of the para | ade to announce your entry as yo | |
| | | | |
| occur, from any cause to n Needles Community Partr of any business establish | ny entry, float, vehicle, or o ners, Needles Area Chamb ment in the City. Alternat | sk and am subject to all parade rules. I ther article I may use or exhibit I will make per of Commerce, the City of Needles, of tively, against any legal proceedings for committee member or entry of mine. | e no claim against the NYDEF, or volunteers and/or employee' |
| SICNATURE | | | |

(If participant is under 18 years of age, parent or guardian must sign in addition to minor)

***PLEASE RETURN ENTRY FORM WITH \$25 ENTRY FEE

Please Make Check Payable to NYDEF - C/O of The Needles Community Partners

NO LATER THAN MONDAY, DECEMBER 2, 2024***

Attn: Parade Chairperson:

Trinity Hendersen / Needles Community Partners P O BOX 47 Needles, CA 92363



The Needles Youth Development & Education Foundation, Needles Community Partners and the City of Needles

Invites you to participate in this year's

Needles Holiday Fun Fair

Saturday - December 7, 2024

Hello Vendors,

We are happy to have you join us for the Needles Holiday Fun Fair on December 7, 2024! It will be a great opportunity for you to show off what you got!

You are only allowed to sell what you have put on your application. If you decide to add something, you must call and speak to Tena (760) 985-4050. Tena will be the only one who can give you that permission. No exceptions.

We encourage you to stay for the full event, 10am - 4pm pst. If you need to leave earlier, you must inform Tena (in advance) and please remember to park accordingly as you must walk out your booth contents. No vehicles will be allowed to drive through crowds on the main thoroughfare.

We are planning a wonderful daylong event for the whole family. Please tell all your friends and family to come down for the day! Part of the proceeds from this event go to compensate for the NYDEF administration fees.

We thank you for being a part of this exciting family event!

Tena McGee Event/Vendor Chair



The Needles Youth Development & Education Foundation, Needles Community Partners and the City of Needles

Invites you to participate in this year's

Needles Holiday Fun Fair

Saturday - December 7, 2024

VENDOR APPLICATION

Select type of booth (circle one): Arts & Crafts Activity Business/Non-Profit NAME: ORGANIZATION (if applicable): ADDRESS: CITY: _____ STATE: ____ ZIP: ____ PHONE: _____ EMAIL: ____ DESCRIBE DISPLAY: CHECK HERE IF ELECTRIC NEEDED (on a first come, first served basis) \$10 off If paid before FEES: \$55 PER 10x10 SPACE (NO ELECTRIC) November 15, 2024 \$65 PER 10x10 SPACE (WITH ELECTRIC) Liability Waiver: The exhibitor assumes the entire responsibility and liability for losses, damages and claims arising out of injury or damage to exhibitor's displays, equipment and other property brought on the premises of the event and for all damages to property resulting from an act or omission of exhibitor. The exhibitor shall indemnify and hold harmless the NYDEF, Needles Community Partners and the City of Needles and their officers, directors, trustees, agents, volunteers from all such losses, damages and claims that may arise inside or outside the event area or otherwise result from exhibitors' use of property or any act or omission of exhibitor. The NYDEF, Needles Community Partners and the City of Needles, will not be liable to the exhibitor, his or her employees, agents or guests for any damages, loss, or injury resulting from fire, electricity, water, storm, riot, smoke, theft, accident, or any other cause. The exhibitor shall be liable for personal injury and property damage arising from accident, bodily injury, or other occurrences to any person, including the exhibitor, its agents, employees, and invitees which arise from exhibitor's occupancy and use of exhibition premises. The exhibitor agrees to provide insurance coverage for personal injury and property damage liability covering the exhibitor and his or her property. Insurance protection against fire, theft or damage to the exhibitor's materials must be carried at the exhibitor's expense. I have read and understand all the above on this the day of _______, 20 ______. Signature Print Name: _____ Check Payable to NYDEF / memo Holiday Fun Fair C/O Tena McGee P O Box 47, Needles, CA 92363 email: needlesfunfair@aol.com / (760) 985-4050 Amount Received: \$_____ Date Payment Received:

NO LATER THAN NOVEMBER 25, 2024

Approved by:

Notes:



The Needles Youth Development & Education Foundation, Needles Community Partners and The City of Needles

Invites you to participate in this year's



Theme: It's an American Holiday - Honoring: Veterans and Service Members

Saturday December 7, 2024

For further information contact Trinity Hendersen @ 928.234.4304 or Tena McGee @, 760.985.4050

CHRISTMAS LIGHTED PARADE - 5:00 p.m (ca Time)

(please note all times stated are Pacific Standard Time)

ENTRY: Complete and return the entry form along with entry fee of \$25. Parade line-up will be given at check-in. Please check in at Needles Community Partner Booth for number assignment. Check in will begin at 12:00 noon (CA Time). Participant Line up is on Front Street between C Street and A Street.

Entries must be received no later than 2:30p.m.(CA Time) Monday, December 2, 2024

JUDGING: Pre-viewing of entries will take place prior to the parade. All judging will be done during the parade. Awards will be presented immediately after the judges make their decision, at the Judges Station.

Decision of the Judges is final.

RULES: DUE TO APPROACHING DARKNESS PLEASE, AS MUCH FUN AS IT IS TO GIVE, AND TO RECEIVE, NO THROWING OF ANYTHING WILL BE PERMITTED. ENTRY PARTICIPANTS MAY WALK ALONGSIDE SIDEWALK TO PASS OUT ITEMS IF YOU SO DESIRE.

All participants must be appropriately dressed.

At least one (1) string of lights must be visible on entry

Parade Chairperson accepts no responsibility for false statements made by the applicant or entrants.

Parade will start at 5:00 p.m. (CA Time) or Dusk

Violations subject participant to disqualification.

No alcoholic beverages will be permitted throughout the parade route.

All entrants must continually move forward.

Activities done by entry must not cause parade to come to a halt.

THERE IS AN OFFICIAL SANTA AND MRS. CLAUS ON SITE NO IMPERSONATORS ALLOWED, PLEASE

For further information contact Trinity Hendersen @ 928.234.4304 or Tena McGee @ 760.985.4050

(Monday thru Friday, 9:00am-5:30pm CA Time) Fill out entry form and send with \$25 check to:

***PLEASE RETURN ENTRY FORM WITH \$25 ENTRY FEE

Please Make Check Payable to NYDEF - C/O of the Needles Community Partners

NO LATER THAN MONDAY, DECEMBER 2, 2024***

Attn: Parade Chairperson:

Trinity Hendersen / Needles Community Partners P O BOX 47, Needles, CA 92363



7. RIVERS EDGE GOLF COURSE



8. RIVER DAZE DONATION



10. NEEDLES CONNECT APP

Download **Needles Connect**

- Receive Notifications
- Access Information
- View Latest Updates
- And more...





Powered by GOGov



11. VETERANS DAY SECOND ANNUAL



11. VETERANS DAY SECOND ANNUAL



12. PACIFIC CLINICS

A new resource for Needles residents!

JOIN US FOR OUR



NOVEMBER 20, 2024 | 11 A.M. - 3 P.M.

COME CELEBRATE WITH PACIFIC CLINICS AT THE GRAND OPENING OF OUR NEW CLUBHOUSE IN NEEDLES!

HEAR ABOUT THE IMPACT THE CLUBHOUSE WILL CONTINUE TO MAKE IN THE COMMUNITY.

BRING YOUR APPETITE AND ENJOY DELICIOUS FOOD AND TASTY REFRESHMENTS.

DON'T MISS OUT ON THIS AWESOME CELEBRATION!







RSVP BY CONTACTING SONIA VICARIO SONIA. VICARIO@PACIFICCLINICS.ORG 626-753-8725





SPEAKERS COMMENCE AT 12 P.M.

1060 EAST BROADWAY STREET NEEDLES, CA 92363





817 Third Street, Needles, California 92363 (760) 326-2113 • FAX (760) 326-6765 www.cityofneedles.com

Mayor, Janet Jernigan Vice Mayor Kirsten Merritt Councilmember Tona Belt Councilmember Ellen Campbell Councilmember Jamie McCorkle Councilmember JoAnne Pogue Councilmember Henry Longbrake

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: November 22, 2024

- 1. This past week, city officials, members of the Needles community, and representatives from the San Bernardino County Department of Behavioral Health, Sheriffs Department, and Pacific Clinics gathered to celebrate the grand opening of the Pacific Clinics Needles Clubhouse during an open house event on November 20, 2024, at 1060 E. Broadway Street. The Planning Commission unanimously approved Pacific Clinics, which provides accessible behavioral health services. including wellness programs, resilience training, recovery resources, skill-building workshops, support groups, and other local resources. Open to community members aged 18 and older, the clubhouse features Wi-Fi, computers, and engaging activities designed to foster connections and promote positive coping skills. The City of Needles is proud to partner with Pacific Clinics and the San Bernardino County Department of Behavioral Health to deliver this essential resource, aligning with the City's mission to create a safe, healthy, and familyfriendly environment. For a glimpse into the event, see the attached images, and for more information on programs, refer to the flyer or contact Sonia Vicario at 626-753-8725 or sonia.vicario@pacificclinics.org.
- 2. The Duke Watkins Park Improvement Project, with a budget of \$3,965,400, is nearing completion, marking an exciting milestone for our community. This week, the paving rehabilitation of Flip Mendez Parkway was finalized, enhancing access to the park. We thank San Bernardino County Supervisor Dawn Rowe and the San Bernardino County Community Development and Housing Department for their generous \$175,000 contribution through the CDBG Block Grant Fund, which made this rehabilitation possible. In addition to the roadway improvements, the project brings significant enhancements, including a small dog park, shade structures, a Route 66-themed splash pad, new restrooms, and a state-of-the-art pump track. We invite the community to join us for the Duke Watkins Ribbon Cutting on December 3, 2024, at 10:00 a.m. at Duke Watkins Park (1500 Flip Mendez Pkwy) to celebrate the completion of this transformative project. For a glimpse of the

progress, please see the attached image showcasing the newly rehabilitated road.

- 3. This week, the City of Needles issued an encroachment permit for Segment 1C of the Needles Highway Project, a key step in revitalizing the highway. This \$8.5 million project, approved two years ago by the San Bernardino County Transportation Authority's Mountain/Desert Policy Committee, will improve a 2.3-mile stretch from David Drive to just north of Not'cho Road. In addition, the County of San Bernardino plans to enhance Needles Highway along a 16-mile segment, starting at "N" Street in Needles and extending north to the CA/NV state line. Construction for Segment 1C is expected to begin in the summer/fall of 2025. Refer to the attached map for an overview of all project segments, which received environmental clearance in 2014.
- 4. In October, the City Council approved Phillips Excavating, Inc.'s proposal for the Well 11 to Well 15 Intertie Project. I am pleased to inform the Council that construction began this week and is expected to be completed by early next year. This project, funded through the State of California's Drinking Water State Revolving Fund (DWSRF), includes the installation of a 16-inch transmission main to transport raw water from Well 15 to the new treatment facility at Well 11. Refer to the attached images to take a glimpse at the project.
- 5. Last June, the City's Animal Shelter launched the Trap, Neuter, and Release (TNR) Program, supported by grants that funded a new vehicle, part-time staff, and essential supplies. This initiative aims to manage roaming cats, reduce disease, and increase adoptions, ultimately eliminating euthanasia at the shelter. To date, over 300 community cats have been spayed or neutered and returned to their areas. The program, scheduled to conclude by year's end, is seeking additional neighborhoods with roaming cats in need of neutering. Residents can report roaming cats by calling 760-326-4952 or through the Needles Connect app, available on the Apple App or Google Play Store.
- 6. This past week, City staff met with the Mojave Desert Air Quality Management District (MDAQMD) to restore PurpleAir sensors for enhanced air quality monitoring. PurpleAir, a community-driven system, uses low-cost sensors to measure particulate matter (PM1.0, PM2.5, PM10) by drawing air past a laser to count particles and calculate concentrations. Data is uploaded every 80 seconds and displayed on the PurpleAir map, providing real-time air quality insights. Since 2018, Needles has partnered with MDAQMD to establish two monitoring stations under the Community Air Protection Program (AB 617), supporting public health. Click here to view current air quality.
- 7. The City of Needles is hosting a Community Clean Up on Saturday, January 25, 2025, from 8:00 AM to noon. This event offers a free disposal opportunity for trash and bulky items for city residents. Disposal containers will be available at the following locations:

- Gates (Safari Drive)
- North K (Near Underpass and BNSF Road)
- Vista (Nikki Bunch Ball Field)
- Cibola (Robuffa near Public Works Yard)

Please note that this event does not accept hazardous waste and specific materials; **refer to the attached flyer for a detailed list of prohibited items**. The event may end earlier if container capacity is reached. For more information, residents can contact Rainie Torrance at rtorrance@cityofneedles.com or 760-326-2115 ext. 140. We encourage the Council to share this information with the community and support our efforts to maintain a clean and safe city.

- 8. St. Ann's Catholic Church and Set Free Church are hosting a **free Thanksgiving Meal** at **St. Ann's Hall** on **Tuesday, November 28**, from **11:00 AM to 1:00 PM** for onsite dining, with to-go boxes available after 1:00 PM (subject to availability). This event embodies the spirit of giving and community support, providing residents with an opportunity to come together and celebrate the holiday season. Please share this information to help promote the event and encourage participation.
- 9. In addition to the Holiday Fun Fair and Lighted Parade on Saturday, December 7, 2024, the Palo Verde Needles Center and community partners are hosting the Festival of Trees at 725 W. Broadway with this year's theme honoring veterans. The community is invited to vote for their favorite tree and enjoy festive activities, including free Santa pictures from 12 p.m. to 3 p.m. IEHP will also be giving away gifts from 12 p.m. to 2 p.m., and the event will feature the Needles Women's Club bake sale, Santa's Shop which features free photos with Santa, and more holiday fun. For any questions, please contact Talana Wade at 760-326-5033 or talana.wade@paloverde.edu. Don't miss this exciting celebration!
- 10. The City of Needles extends its heartfelt gratitude to the San Bernardino County Sheriff's Department Colorado River Station, in collaboration with the Needles Police, for their ongoing efforts to slow down speeding drivers and enhance public safety. A few years ago, the City Council invested in a law enforcement trailer designed for multi-functional purposes, including speed awareness, message posting, and license plate reading. Through our close partnership with the Sheriff's Department, we proactively address areas of concern brought to our attention by the community. The attached image highlights this equipment being utilized along Highway 95 and in other critical areas, such as the school district and residential streets like Casa Linda. In addition, residents should be aware of updates under AB 1096, clarifying regulations for electric bicycles (refer to the attached California E-Bike Law). E-bike riders are encouraged to follow posted speed limits, ensure proper use of bike lanes, and always prioritize pedestrian safety. Thank you to the Sheriff's Department and Needles Police for their dedication to making our streets safer for everyone and the community for staying informed and engaged in promoting safety.

- 11. The city thanks Inland Empire Health Plan (IEHP) and Tri-State Community Healthcare Clinic for generously providing turkeys to 75 Needles residents just in time for Thanksgiving. Thank you for supporting our community this holiday season! SAVE THE DATE: Tri-State Community Healthcare Clinic is hosting a Holiday Health Fair on December 21, 2024, from 9 a.m. to 12 p.m. at 820 W. Broadway Street. Stay tuned for more details!
- 12. This holiday season, the San Bernardino County Sheriff's Department is proud to bring you two excellent opportunities to spread holiday cheer and give back to our community through the **Senior Angel Tree** and **Children's Angel Tree** programs.
 - Senior Angel Tree: Located at City Hall (817 3rd Street), this program invites community members to pick a name off the tree and provide a special gift to a senior in need. Gifts will be hand-delivered by the Sheriff's Department. Please attach your wrapped gift with the Angel Tag to the drop-off location by December 16, 2024. Contact Misti Hunt at (760) 326-9207 or mhunt@sbcsd.org for assistance.
 - Children's Angel Tree: In partnership with the Colorado River Sheriff's and Needles Police, this program supports local children in need. Visit the lobby at 1401 Bailey Ave. to select a tag and fulfill a child's wish. Wrapped gifts with the Angel Tag attached must be returned by **December 13, 2024**. Gifts will be hand delivered the week of **December 16–20**. Please contact Michelle Advocate at (760) 326-9215 for questions.

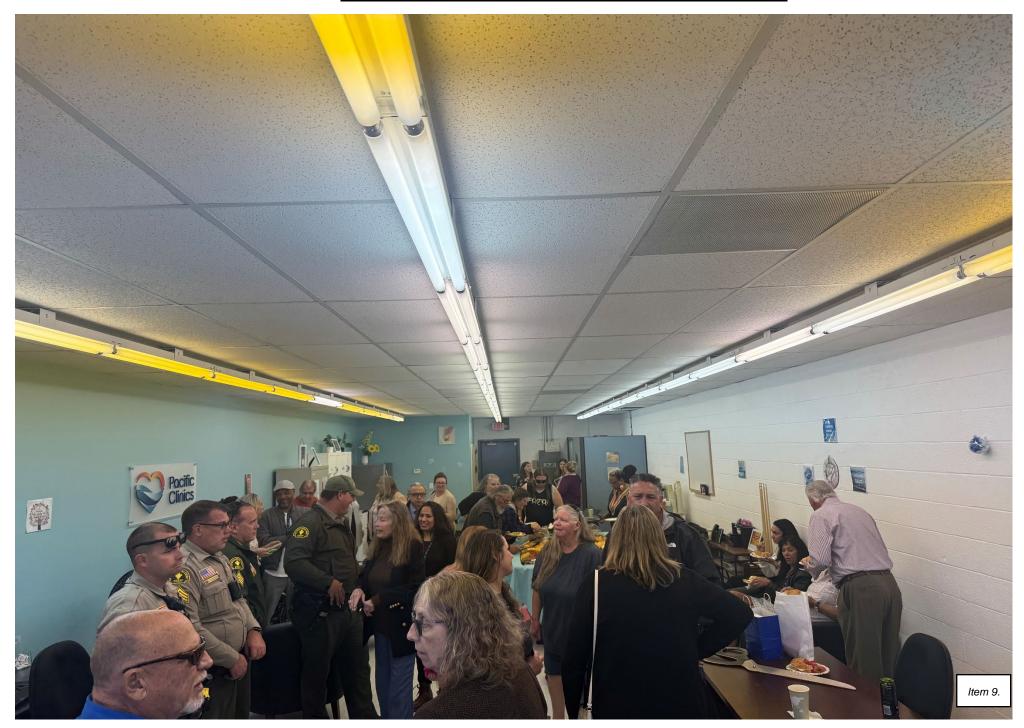
These programs offer a heartwarming way to bring joy to seniors and children in our community. Join us in making this holiday season unforgettable for those in need. Thank you for your kindness and generosity! **Refer to the attached flyers for additional information.**

13. City Hall will be closed on **Thursday, November 28, and Friday, November 29, 2024**, in observance of Thanksgiving, with regular operations resuming on Monday, **December 2, 2024, at 8:30 AM**. For emergencies during the closure, residents can contact City Staff at 760-326-5700, and our after-hours answering service will promptly direct calls to the appropriate staff member. **Refer to the attached flyer which has been posted on the front door of City Hall for public awareness.**

14. IMPORTANT UPCOMING DATES:

- December 3 Duke Watkins Ribbon Cutting: Join us at Duke Watkins Park (1500 Flip Mendez Pkwy) as we celebrate the completion of the Duke Watkins Park Improvement Project at 10am!
- Reminder: Local Hazard Mitigation Plan Survey Due Click <u>here</u> to fill out a survey and <u>here</u> for more information. Help us build safer and more resilient Needles!

1. PACIFIC CLINICS OPEN HOUSE







Clubhouse Program

Promoting wellness, resiliency and recovery in a safe environment with a friendly atmosphere

We help our members to develop skills that promote overall health and well-being. Through education, peer support and personalized guidance, we empower members to take control of their health and achieve meaningful recovery. Our goal is to support members in living full, satisfying lives as they progress on their recovery journey. We build a path to improve mental health and wellness.

Become a member

Must be over 18 years of age and provide verification or a reasonable indicator of past or present lived experience with a mental health condition. Members must be able to care for themselves and benefit from the program.

There is no cost to be a member and no insurance is required.

Member Benefits

- Learn self-care and positive coping skills
- Wi-Fi/computers access
- Assistance finding local resources
- Achieve wellness and reach recovery goals
- Support groups
- · Access to engaging peer-led and support groups
- Group activities
- Crafts, games and celebrations

Contact Info

1060 E. Broadway Street Needles, CA 92363 626.753.8725 Sonia.Vicario@PacificClinics.org













F.U.N. Clubhouse Weekly Schedule

| Saturday | Closed | | | | | | |
|----------------|--|--|--|--|--|--|--|
| Sunday | | | | | | | |
| Monday | 10:00 Walking Group | 2:00 pm Triva | | | | | |
| | 1:00 pm Employment/Education 3:00 pm Movie & Popcorn Housing Resource Bulletin Board available / Assistance available by appointment | | | | | | |
| Tuesday | 10 am Exercise Group | 2:00 pm Self Esteem Group 3:00 pm Billiards / Free Time | | | | | |
| | 1:00 pm Nutrition 4:30 pm Cleanup | | | | | | |
| Wednesday | 10:00 am Walking Group | 2:00 pm Digital Time | | | | | |
| | 1:00 pm Life Skills Group 3:00 pm Bingo Vocational/Educational Resource Bulletin Board Available / Assistance available by appointment | | | | | | |
| Thursday | 10:00 am Exercise Group | 3:00 pm Arts & Craft | | | | | |
| | 1:00 pm Nutrition | 4:00 pm Cleanup | | | | | |
| | Times and schedules subject to change | | | | | | |
| Friday | 10:00 am Walking Group | 2:30 pm Movie & Popcorn | | | | | |
| THO VIE | 1:00 pm Life Skills Group | 4:30 pm Cleanup | | | | | |
| and the second | For information: | | | | | | |
| | Phone: 626-753-8725 / 626-684-0547 1060 East Broadway Street Needles, CA 92363 Monday – Friday 9 am until 5 pm ***Se Habla Español*** | | | | | | |
| | pacificclinics.org www.facebook.com/groups/PCSBCClubhouses | | | | | | |
| | participation of visit. | V.090120 Item 9 | | | | | |

Please join us for a

THANKS GIVING PARTY



NOVEMBER 27

1004 E. BROADWAY SUITE 1060 NEEDLES CA.92363













2. FLIP MENDEZ PARKWAY



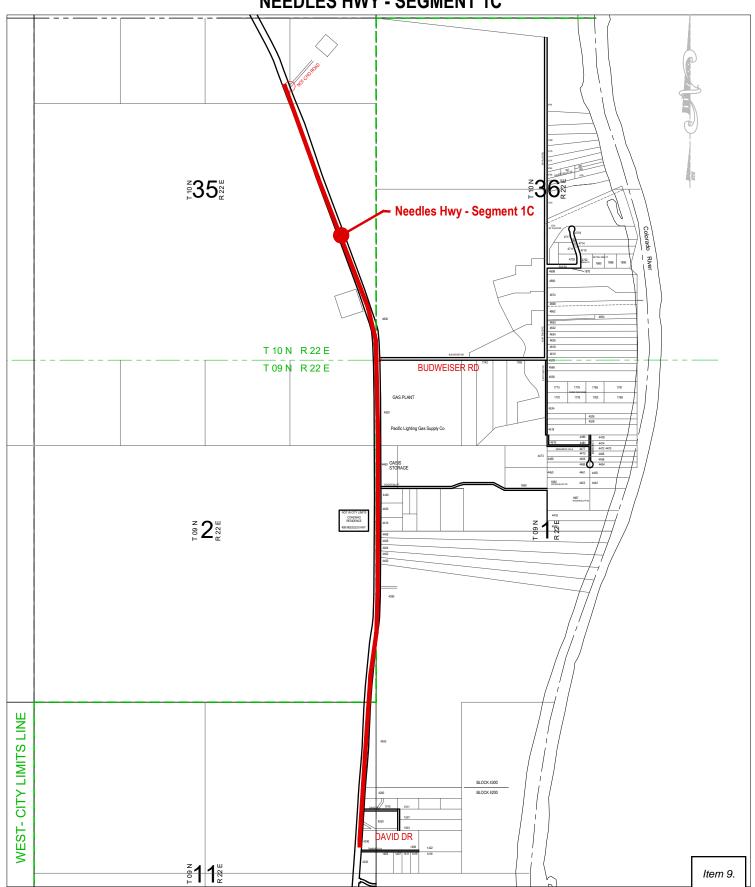
2. FLIP MENDEZ PARKWAY



3. <u>NEEDLES HIGHWAY SEGMENT 1C</u>

NEEDLES, CALIFORNIA PROJECT LOCATION

NEEDLES HWY - SEGMENT 1C



4. INTERTIE PROJECT



7. COMMUNITY CLEAN UP

CITY OF NEEDLES RESIDENTS ONLY

BULKY WASTE DROP-OFF EVENT

FREE DISPOSAL OF TRASH & BULKY ITEMS

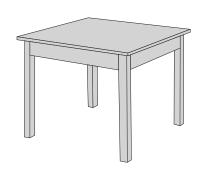
SEE LIST BELOW FOR WHAT IS NOT ACCEPTED



Saturday, January 25th, 2025

-8 am to noon -

Event will end earlier if container equipment is full



<u>Locations</u>: Gates (Safari Drive), North K (Near Underpass), Vista (Nikki Bunch Ball Field), & Cibola (Robuffa) Subdivisions

FOR MORE INFORMATION: Rainie Torrance, rtorrance@cityofneedles.com, 760-326-2115 ext 140



- · Hazardous Waste of any kind
- · Commercial Waste
- · Industrial Waste from businesses
- Motor Oil/Used Filters
- · Household Cleaners
- Sharp Objects/Needles
- · Fluorescent Tubes
- Space Heaters
- Musical Cards
- · Radioactive Wastes
- Non-Sharp Medical Waste
- · Wastes from foreclosed properties
- · Auto & Household Batteries
- Pesticides & Fertilizers

- TV's & Computer Monitors
- Microwave Ovens
- · Stereos or Radios
- · Clothes Irons
- Medical Waste
- Tire/Appliances
- · Non-Sharp Medical Waste
- Antifreeze
- Medications
- · CPU's & Printers
- Telephone/Cellphones
- VCRs/DVD Player
- Asbestos
- · Air Conditioners

Item 9.

10. SBCSD SPEED AWARENESS





Please bring your wrapped gift with the Angel Tag attached to the Drop Off Location by December 16th.

If you need assistance, please contact Misti Hunt at (760)326-9207 or mhunt@sbcsd.org

DROP OFF LOCATION

San Bernardino County Sheriff's Department
1401 Bailey Ave.

Item 9.

Needles, CA

(Located in the hospital parking lot)



CHILDRENS ANGEL TREE

HELP SPREAD HOLIDAY CHEER WITH
THE COLORADO RIVER SHERIFF'S
STATION/NEEDLES POLICE BY HELPING
WITH THE 5TH ANNUAL CHRISTMAS
ANGEL TREE DRIVE.

VISIT THE LOBBY AT 1401 BAILY AVE. TO SELECT A TAG AND GIFT A CHILD IN NEED. YOUR GENEROSITY BRINGS JOY AND HOPE TO OUR COMMUNITY.



PLEASE WRAP YOUR GIFT(S) AND ATTACH
THE TAG YOU TOOK TO YOUR GIFT(S).
IF YOU HAVE ANY QUESTIONS,
PLEASE CONTACT
MICHELLE ADVOCATE (760)326-9215

Please Return Gifts on or before December 13

All Angel Tree Gifts will be delivered the week
Christmas, December 16th - December 20th



CALIFORNIA'S NEW E-BIKE LAW:

GUIDANCE FOR AGENCIES

Q&A ELECTRIC BICYCLE

>> WHAT'S AN E-BIKE?

An electric bike (e-bike) boosts a cyclist's human power with electric power thanks to the help of an electric motor. Some do this using pedals only ("pedal-assist"), while some are equipped with hand throttles. They come in as many shapes, sizes, and types as regular bikes, with the motor ceasing to provide power at 20 or 28 mph.

» WHAT'S THE NEW E-BIKE LAW?

The California e-bike law defines an e-bike as a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts, specifies three types of e-bikes (see below), and establishes how and where to legally ride them in California.

» HOW DOES THE NEW E-BIKE LAW (AB1096) CHANGE HOW E-BIKES ARE REGULATED?

Before 2016, in California, e-bikes were regulated like mopeds and only had access to public streets and roads. E-bikes are much closer in performance and usage to bicycles, so the new e-bike law grants riders access to other California bikeways (see page 2).

» WILL ALL E-BIKES BE REGULATED IN THE SAME WAY?

No. The California e-bike law defines three types of electric bicycles based on speed and power control.

- » TYPE 1 Bikes with a top assisted speed of 20 mph that must be pedaled to operate.
- » TYPE 2 Bikes with a top assisted speed of 20 mph that can be operated without pedaling by using a handlebar-mounted throttle.
- » TYPE 3 Bikes with a top assisted speed of 28 mph that must be pedaled to operate.

Because of their speed and power control differences, their access to bike infrastructure is also different. The table on page 2 demonstrates where each type of e-bike can be ridden and other user requirements.

» HOW CAN LAW ENFORCEMENT TELL THE DIFFERENCE BETWEEN DIFFERENT TYPES OF E-BIKES?

Starting January 1, 2017, AB 1096 requires that all e-bike manufacturers apply a label to each e-bike being distributed in California that specifies its type and wattage. This helps law enforcement agencies determine if an e-bike has access to a particular bikeway. Each manufacturer may have slightly different labels.



» DO THE SAME BICYCLE "RULES OF THE ROAD" APPLY TO E-BIKE RIDERS?

Yes. E-bike riders are subject to the same rules and legal requirements that apply to people riding traditional bicycles when it comes to speed, proper passing, following local traffic laws, obeying posted speed limits, and other state and local ordinances. Motorists are required to give electric bicycles at least three feet of clearance when passing. All bicycle and electric bicycle riders 17 and under in California must wear a helmet. Like bicyclists, e-bike riders don't require a license, and their e-bikes don't need to be registered.







CALIFORNIA'S NEW E-BIKE LAW: GUIDANCE FOR AGENCIES

» ARE THERE ANY ADDITIONAL SAFETY CONCERNS WITH THE NEW E-BIKE LAW?

Since **Type 1 and 2 e-bike** performance and usage are very similar to bicycles, they pose similar safety concerns. **Type 3 e-bikes** may pose additional safety concerns, particularly if used in an inappropriate street or trail environment. For this reason, **Type 3 e-bikes** are restricted from Class 1 and 4 bikeways. Under this new law, local authorities and public agencies with jurisdiction over bicycle paths or trails may also prohibit the operation of any type of electric bicycle on a particular path or trail.

WHAT SPECIFIC REGULATIONS APPLY TO TYPE 3 ELECTRIC BICYCLES?

Type 3 e-bikes are prohibited on Class I and IV bikeways, unless it is within or adjacent to a roadway, or unless the local authority or the governing body of a public agency having jurisdiction over such path or trail permits such operation.

The e-bike type model allows local level agencies, by local ordinance, to permit e-bikes on paths or bikeways where they are traditionally not allowed, in the event that the alternative route is considered hazardous. This is a local jurisdictional decision. Anyone

operating, riding as a passenger on, in a restraining seat attached to, or in a trailer towed by a Type 3 electric bicycle must be at least 16 years of age and must wear a properly fitted bicycle helmet.

>> For more information visit:

http://www.peopleforbikes.org/pages/e-bikes.



| | | _VF | HICLE | | USER | | BIKEWAY ACCESS | | | | |
|--------------|---------------|-------------------|--|------------------------|---------------------|------------------|-----------------|----------------------|-----------------------|-------------------------|----------------------------|
| | | PEDAL Operated | MAXIMUM Motor-Assisted Speed (MPH) | MINIMUM AGE (YEARS) | DRIVER'S License | LICENSE Plate | HELMET | CLASS I BIKE PATH | CLASS II BIKE LANE | CLASS III BIKE ROUTE | CLASS IV Protected Lane |
| VEHICLE TYPE | BICYCLE | YES | N/A | N/A | NO | NO | 17 AND UNDER | YES | YES | YES | YES |
| | TYPE 1 E-BIKE | YES | 20 | N/A | NO | NO | 17 AND UNDER | YES | YES | YES | YES |
| | TYPE 2 E-BIKE | NO | 20 | N/A | NO | NO | 17 AND UNDER | YES | YES | YES | YES |
| | TYPE 3 E-BIKE | YES | 28 | 16 | NO | NO | YES | NO | YES | YES | NO |
| | MOPED | NO | N/A | 16 | YES | YES | YES | NO | YES | YES | NO |

PeopleFc

13. CITY HALL CLOSED



THIS OFFICE WILL BE CLOSED THURSDAY

NOVEMBER 28TH AND FRIDAY

NOVEMBER 29TH TO CELEBRATE

THANKSGIVING. WE WILL REOPEN ON

MONDAY DECEMBER 2, 2024, AT 8:30 A.M.