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

AGENDA

REGULAR MEETING OF THE CITY COUNCIL,
NEEDLES PUBLIC UTILITY AUTHORITY
CITY OF NEEDLES, CALIFORNIA
TUESDAY, DECEMBER 10, 2019
COUNCIL EXECUTIVE SESSION – **5:30 P.M.**
CITY COUNCIL MEETING – **6:00 P.M.**
CITY COUNCIL CHAMBERS
1111 BAILEY AVENUE, NEEDLES

Councilmember Hazlewood will be participating in this meeting via teleconference call from Oak Tree Inn, 1706 N Park Drive, Winslow, AZ 86047
The public will be given an opportunity to address the legislative body directly from this teleconference location

THE 5:00 P.M. PORTION OF THE CITY COUNCIL MEETING WILL BE RECESSED BY THE CITY CLERK TO 5:30 P.M.

CALL TO ORDER
ROLL CALL

PUBLIC COMMENTS PERTAINING TO THE EXECUTIVE SESSION ITEM (A three-minute time limit per person has been established.)

RECESS TO EXECUTIVE SESSION

a) Conference with real property negotiators pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating parties are the City of Needles as the potential buyer and BNSF as the potential seller of the property described as a section of 9.1 acres generally located at the south west corner of APN 0185-091-14-0000 adjacent to City-owned parcel APN 0185-091-15-0000 on Eagle Pass Road. Under negotiation are the price and terms.

b) Conference with legal counsel regarding significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) and/or (3) (One potential case related to letters from legal counsel for Rio Buena Vista Association related to Association water and sewer facilities).

EXECUTIVE SESSION – Report by City Attorney

CALL TO ORDER
ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE
APPROVAL OF AGENDA
CONFLICT OF INTEREST

CORRESPONDENCE
INTRODUCTIONS
CITY ATTORNEY Parliamentary procedures

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

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

PUBLIC HEARINGS

1) Public hearing noticed to consider all evidence and testimony for or against amending Chapter 21 "Taxicabs" of the Needles Municipal Code
   - Staff Report
   - Council Questions of Staff
   - Mayor to open the public hearing
   - Public Comment
   - Mayor to close the public hearing
   - Council Discussion / Deliberation
   - Introduce, read by tittle only and waive further reading of Ordinance No. 626-AC repealing and replacing Chapter 21 entitled "Taxicabs" of the Needles Municipal Code (1st reading – post) (ACT)

2) Public hearing noticed to consider all evidence and testimony for or against amending the Needles Conflict of Interest Code
   - Staff Report
   - Council Questions of Staff
   - Mayor to open the public hearing
   - Public Comment
   - Mayor to close the public hearing
   - Council Discussion / Deliberation
   - Resolution No. 2019-81 rescinding Resolution No. 2016-61 and approving and adopting an amended appendix to the Conflict of Interest Code pursuant to Political Reform Act of 1974 (ACT)

3) Public hearing noticed to consider all evidence and testimony for or against approving a Conditional Use Permit for relocation of the existing "H Street Cannabis Dispensary" from 221 H Street to 1019 W. Broadway located in the C-2 General Commercial Zone, APN 0186-094-49
   - Staff Report
   - PowerPoint Presentation
   - Council Questions of Staff
   - Mayor to open the public hearing
   - Public Comment
   - Mayor to close the public hearing
   - Council Discussion / Deliberation
   - Resolution No. 2019-77 approving a Conditional Use Permit for relocation of the existing "H Street Cannabis Dispensary" from 221 H Street to 1019 W. Broadway located in the C-2 General Commercial Zone, APN 0186-094-49 (ACT)

RECESS CITY COUNCIL MEETING AND CONVENE A JOINT MEETING WITH THE NEEDLES PUBLIC UTILITY AUTHORITY
CALL TO ORDER (Roll Call previously taken)

PUBLIC COMMENTS PERTAINING TO THE NPUA / COUNCIL ITEMS (A three-minute time limit per person has been established.)

PUBLIC HEARING

4) NPUA / COUNCIL: Public hearing noticed to consider all evidence and testimony for or against adopting the Culinary Water and Sanitary Sewer Capital Facilities Master Plan
- Staff Report
- PowerPoint Presentation
- Council Questions of Staff
- Mayor to open the public hearing
- Public Comment
- Mayor to close the public hearing
- Council Discussion / Deliberation
- NPUA - Resolution No. 12-10-2019-NPUA adopting Epic Engineer's Culinary Water and Sanitary Sewer Capital Facilities Master Plan for the City of Needles (ACT
- COUNCIL - Resolution No 2019-80 adopting Epic Engineer's Culinary Water and Sanitary Sewer Capital Facilities Master Plan for the City of Needles (ACT)
- Provide direction to City Staff to proceed with design and cost estimates for the extension of the Culinary Water and Sanitary Sewer Capital Facilities Master Plan into North Needles (ACT)

NPUA / COUNCIL CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor/President or any member of the City Council/NPUA may pull an item from the Consent Calendar for discussion. Prior to Council/NPUA action, a member of the public may address the City Council/NPUA on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 5 through 7 on the Consent Calendar by affirmative roll call vote. (ACT)

5) NPUA: Approve the minutes of January 8, February 12 and November 12, 2019

6) NPUA / COUNCIL: Ratify the City Manager's authorization to utilize wastewater capital funds to complete the Broadway and Wastewater Treatment Plant Manhole Rehabilitation project for rehabilitation of two additional manholes at an additional cost not to exceed $14,950 (total project cost not to exceed $24,950 - $10,000 approved at the November 12 meeting)

7) Approve recommended repairs to Well #12 to be completed by Layne Christensen to be funded by the Rivers Edge Golf Course per the Irrigation Well Lease dated July 1, 2015 at an estimated cost of $64,000

End of Consent Calendar

ADJOURN THE JOINT NPUA MEETING AND RECONVENE CITY COUNCIL MEETING

CONSENT CALENDAR: All matters listed on the Consent Calendar are considered to be routine and will be enacted by one motion in the form listed. The Mayor or any member of the City Council may pull an item from the Consent Calendar for discussion. Prior to Council action, a member of the public may address the City Council on matters scheduled on the Consent Calendar. A three-minute time limit per person applies. **Recommended Action:** Approve Items 8 through 15 on the Consent Calendar by affirmative roll call vote. (ACT)

8) Approve the warrants register through December 10, 2019

9) Approve the minutes of January 8, February 12 and November 12, 2019

10) Waive the reading and adopt Ordinance No. 625-AC amending Section 13-33(d) of the Needles Municipal Code to erect a stop sign at the northeast corner of North K Street and Front Street (2nd reading – publish)

11) Authorize expenditure in the amount of $175,000 to Arizona Department of Transportation (ADOT) for the City's portion between State of Arizona and the City to complete the scoping and design work of the Colorado River Bridge repairs and authorize staff to immediately request a reimbursement of the grant in the amount of $154,928 and use $20,072 of SB-1 funds for the balance

12) Award contract to Vasquez & Company to perform four (4) dispensaries and one (1) cultivation facility audit for calendar year(s) 2018-2019 at a cost not to exceed $29,000

13) Waive the reading and adopt Resolution No. 2019-85 authorizing the City to file an application for SB 2 Planning Grants Program Funds and Acknowledging Receipt of the funds when received

14) Waive the reading and adopt Resolution No. 2019-82 approving a contract with the County of San Bernardino Department of Public Health for Safe Routes to School enforcement of traffic laws in substantially the form as attached to the resolution subject to city attorney approval

15) Waive the reading and adopt Resolution No. 2019-86 supporting the National Rifle Association (NRA)

End of Consent Calendar

REGULAR ITEMS

16) Resolution No. 2019-84 approving Greens Needles, LLC Economic Development Program Application for the Planned Development of the Hampton by Hilton Hotel located at 1803 Needles Highway, APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01 (former site of El Rancho Motel) in the amount not to exceed $104,456.40 (ACT)

17) Resolution No. 2019-79 approving Planned Development for the Hampton Hotel by Hilton located at 1803 Needles Highway, APN 0185-046-05, 0185-046-10 thru 12 and APN 0185-086-01, including the "Conditions of Approval", Applicant: Greens Needles LLC (ACT)

18) Approve an Agreement with H Street Patient Care for a Temporary Certificate of Occupancy for the building located at 101 W Spikes Road, APN 0650-431-10-0000 subject to conditions including the applicant's proposal to add fencing (ACT)

19) Resolution No. 2019-78 amending Resolution Nos. 2017-94, -95, -96, -97, -98, -99, -100, -101 and 2019-25 approving an extension of time for eight (8) conditional use permits issued for marijuana facilities located at 320 Balboa (ACT)

20) Resolution No. 2019-83 approving an extension of time for two (2) Conditional Use Permits (CUP) issued for a marijuana manufacturing facility, Suite A (Resolution No. 2018-70) and a marijuana distribution facility Suite B (Resolution No. 2018-71) located at 2208 Needles Highway (former Relax Inn) (ACT)

21) Accept the bid from Phillips Excavating Inc in the amount of $38,190.00 to install the water and sewer laterals crossing Needles Hwy funded by North Needles Water & Sewer Development Impact Fees subject to verification or the Water & Sewer Asset Replacement Funds and authorize staff to issue a Notice of Award and Notice to Proceed (ACT)

CITY ATTORNEYS REPORT

CITY MANAGERS REPORT

COUNCIL REQUESTS

Councilmember Gudmundson
Councilmember Terral
Councilmember Hazlewood
Vice Mayor Paget
Councilmember Belt
Councilmember Longacre
Mayor Williams

ADJOURNMENT

INTERNET ACCESS TO CITY COUNCIL AGENDAS AND STAFF REPORT MATERIAL IS AVAILABLE PRIOR TO CITY COUNCIL MEETINGS AT
http://www.cityofneedles.com

Posted: December 6, 2019

SB 343-DOCUMENTS RELATED TO OPEN SESSION AGENDAS -- Any public record, relating to an open session agenda item, that is distributed within 72 hours prior to the meeting is available for public inspection at the City Clerk's Office, 817 Third Street, Needles, CA 92363.

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (760) 326-2113 ext 145. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102-104 ADA Title II).

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the front entrance of City Hall not less than 72 hours prior to the meeting.

Dated this 6th day of December 2019.

Dale Jones

Dale Jones, CMC, City Clerk

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Ordinance Number 626-AC replacing Chapter 21 Entitled "Taxicabs"

Background: Beginning January 1, 2019, AB 1069 and AB 939 took effect. These laws require cities and counties to follow new rules regarding the regulation of taxicabs.

California Government Code Section 53075.5 requires each city and county to adopt an ordinance in regard to the taxicab services which are substantially located in the city or county. These regulations include; permit requirements, registration of rates, mandatory substance and alcohol testing, and disclosure of driver permit numbers in taxicab advertising.

In order to determine if a taxicab company is "substantially located" within the city, the taxicab company either has its primary business address within the city's or county's jurisdiction or the total number of prearranged and non-prearranged trips that originate within the city or county's jurisdiction account for the largest share of the taxicab company's total number of trips over the previous calendar year, as determined annually.

Taxicab companies not substantially located within the city or county are not subject to these regulations, however they must still obtain the consent of the City Manager to operate occasionally in the City. Taxicab companies that are substantially located in the city but are licensed in a neighboring state, are subject to the updated ordinance regulations.

Fiscal Impacts: The adoption of the proposed Ordinance No. 626-AC will not have any direct fiscal impacts. **The existing fee schedule will cover the cost to process and issue City permits, however, it is unknown if there will be added costs for enforcement.**

Recommendation: Staff recommends a motion to introduce, read by title only and waive further reading of Ordinance 626-AC repealing and replacing Chapter 21 of the Needles Municipal Code to regulate taxi cabs.

Submitted By: City Attorney

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 1

ORDINANCE NUMBER 626-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, REPEALING AND REPLACING CHAPTER 21, ENTITLED "TAXICABS", IN THE NEEDLES MUNICIPAL CODE

WHEREAS: Beginning January 1, 2019, AB 1069 and AB 939 took effect and they require cities and counties to follow new rules regarding the regulation of taxicabs; and

WHEREAS: California Government Code Section 53075.5 requires each city and county to adopt an ordinance in regard to the taxicab services which are substantially located in the city or county; and

WHEREAS: In order to determine if a taxicab company is "substantially located" within the city, the taxicab company either has its primary business address within the city's or county's jurisdiction or the total number of prearranged and non-prearranged trips that originate within the city or county's jurisdiction account for the largest share of the taxicab company's total number of trips over the previous calendar year, as determined annually; and

WHEREAS: Taxicab companies not substantially located within the city or county are not subject to these regulations, however they must still obtain the consent of the City Manager to operate occasionally in the City; and

WHEREAS: Taxicab companies that are substantially located in the city but are licensed in a neighboring state, are subject to the updated ordinance regulations.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Needles, California, hereby repeals Chapter 21 "Taxicabs" from the City of Needles Municipal Code, and replaces it as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

Attest: _____
City Clerk

PASSED, APPROVED AND ADOPTED, at a regular meeting of the City Council of the City of Needles, California, held on the 14th of January 2020, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

Attest:

Approved as to Form

_____
City Clerk

_____
City Attorney

EXHIBIT "A" TO ORDINANCE NUMBER 626 -AC

CHAPTER 21 - TAXICABS

21.1 Purpose and Intent
21.2 Definitions
21.3 Permit Requirements
21.4 Application
21.5 Application Renewal
21.6 Fares
21.7 Non-Discrimination
21.8 Safety Inspections
21.9 Taxicab Drivers: Controlled Substances and Alcohol
21.10 Taxicab Drivers: Permit Application
21.11 Taxicab Drivers: Liability Insurance Required
21.12 City Held Harmless
21.13 Suspension or Revocation of License
21.14 Suspension or Revocation of Taxicab Drivers Permit
21.15 Notice and Hearing of Suspension and Revocation
21.16 Emergency Suspension
21.17 Notice of Violation and Hearing

21.1 Purpose and Intent

This chapter is to further the public convenience and necessity of transportation services by taxicabs and is enacted pursuant to the State of California and the City of Needles ("City").

21.2 Definitions

For purposes of this chapter, certain words and phrases are defined and shall be construed as set forth herein unless it is apparent from the context that a different meaning is intended.

(a) "City" shall mean the City of Needles.

(b) "City Manager" means the Needles City Manager, or his/her duly authorized agents and representatives.

(c) For Hire. A vehicle is "for-hire" if any fare, fee, charge or other consideration is payable for the transportation service of the vehicle, whether paid or not.

(d) "Owner" shall mean the person, firm, association or corporation who is registered with the Department of Motor Vehicles of the State of California ("DMV") or the equivalent department in another state as the owner of a vehicle or vehicles used in the transportation of persons for compensation, or who has a legal right to possession of such vehicle pursuant to a lease or rental agreement. The act or omission of any owner's officer, agent, employee or independent contractor, or of any driver whose services are engaged by any of the above, is for all purposes the act or omission of the owner operating the for-hire transportation services regulated by this chapter.

(e) "Public convenience and necessity" shall mean a genuine need for additional public passenger vehicles for hire, as determined by the City Manager, in order to serve promptly, adequately and efficiently the needs and convenience of the general public.

(f) "Taxicab" shall mean a passenger vehicle, designed for carrying not more than eight persons, excluding the driver, used to transport persons for compensation on public streets; the compensation for which is determined by a taximeter or flat rate which determines a charge for distance traveled and/or time expended.

(g) "Substantially located" shall mean in reference to a city or county that the taxicab company meets either of the following:

1. **Has its primary business address within that city's or county's jurisdiction.**
2. **The total number of prearranged and non-prearranged trips that originate within that city's or county's jurisdiction account for the largest share of the taxicab company's**
3. **total number of trips over the previous calendar year, as determined annually.**
4. **A taxicab company that initiates taxi operations after January 1, 2020, in reference to a city or county in which that company had not operated before January 1, 2020, the following:**
    a. **In the first year of its operation, the jurisdiction where that taxicab company has its primary business address.**
    b. **After the first year of operation, it meets either of the following: the test described in 1) or 2).**

(h) "Taximeter" is any instrument or device approved for use under the applicable laws of the State, which mechanically or electronically calculates the charge for the use of a taxicab. The taximeter registers such charge by means of figures, including dollars and cents, calculated by an initial charge and thereafter a charge for distance traveled and/or waiting time.

21.3 Permit Requirements

(a) No owner of a taxicab business ***that is substantially located in the City*** shall operate or permit the operation of a taxicab as a vehicle for hire on the streets of the City without having obtained from the City Manager a taxicab permit pursuant to the provisions of this chapter.

(b) An owner of a taxicab business ***that is substantially located outside the*** City shall obtain prior approval of the City Manager in order to use the taxicab stands and pick up street hails.

(c) A taxicab company substantially located and permitted by another city within the county, by the county, or by a city or county in a neighboring state may operate in the City on a prearranged basis only. That taxicab company may pick up trips originating through online enabled application, phone dispatch, or Internet Web site. That taxicab company may not use the taxi stand or pick-up street hails without written authorization of the City Manager.

(d) It shall be unlawful and a public nuisance for a taxicab company substantially located in the City of Needles to operate a taxicab in the City without a valid permit. The minimum fine for operating without a required permit from the City shall be one thousand dollars ($1,000) per violation, per day.

21-4 Application

Every applicant for a taxicab license shall execute and file with the City Manager a verified application containing the following information:

(a) The applicant's name, home address and business address;

(b) ***Data verifying that the taxicab company is substantially located within the City to include the business address and the trip data showing that the total number of prearranged and non-prearranged trips that originate within the City's jurisdiction account for the largest share of the taxicab company's total number of trips over the previous calendar year.***

(c) The applicant's trade name and distinguishing vehicle markings, color or colors;
(d) The applicant's past experience with regard to taxicab service;
(e) Whether any license, permit or certificate issued to the applicant has been denied, revoked or suspended by any public organization. The circumstances of said denial, revocation or suspension shall be fully explained;
(f) Whether the applicant has been convicted of a crime within five years prior to the date of the application, including the nature of the crimes; and
(g) The number of vehicles proposed to be used as taxicabs.

21-5 Application Renewal
The renewal of a taxicab company's permit shall be made annually to the City. The renewal procedure shall be limited to the review and updating of the owner's permit application information ***including trip data from the previous year*** and will be subject to a fee. If there are substantial changes in the owner's application information, the City may require that the owner submit a new application for review and approval.

21-6 Fares
(a) Taxicab companies may set their rates and fares or use flat rate pricing. However, no driver shall operate a taxicab unless the schedule of rates and fares for the use of the taxicab is posted in a conspicuous place.
(b) The taxicab company may use any type of taximeter, device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code.

21-7 Non-Discrimination Practice
A permitted taxicab company shall not prejudice, disadvantage, or require different rates or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or chance in marital status, sex or any other characteristic protected by law.

21-8 Safety Inspection
(a) All taxicab companies shall ***maintain motor vehicles used in taxicab transportation services in a safe operating condition, and in compliance with the vehicle Code, subject to annual inspection at a facility that is certified by the National Institute for Automotive Service Excellence or a facility registered with the Bureau of Automotive Repair.*** The inspection shall be completed prior to the renewal of the taxicab permit. If the taxicab successfully completes the safety inspection, a taxicab safety permit sticker shall be issued and shall be displayed in the taxicab rear window.
(b) Taxicabs that are owner-operated vehicles will receive a taxicab safety permit sticker only if the registered owner holds a valid taxi driver permit.
(c) The registered owner of a taxicab, who is aware of or should have been aware of any unsafe condition of the taxicab, shall not allow the taxicab to be used until necessary repairs are made.

21-9 Taxicab Drivers: Controlled Substances and Alcohol
(a) No taxicab license or taxicab driver's permit shall be issued or renewed unless the holder at the time of permit issuance or renewal files with the City a certification that the holder maintains a mandatory controlled substance and alcohol testing certification program conforming to 49 CFR Part 40 (Section 40.1 et seq.) and Part 382

(Section 382.101 et seq.) and California Government Code Section 53075.5 for all drivers of vehicles operated under the certificate.

(b) No taxicab license or taxicab driver's permit shall be issued or renewed unless the holder at the time of the permit issuance or renewal files with the City a certification that each driver of vehicles operated under the certificate has tested negatively for controlled substances and alcohol under a mandatory controlled substance and alcohol testing certification program conforming to Parts 40 and 382 of Title 49 of the Code of Federal Regulations and California Government Code Section 53075.5.

(c) An applicant that receives a positive test result during a pre-employment drug screening procedure may not resubmit an application for a taxicab driver's permit for a period of five years.

(d) If a taxicab driver tests positive during a random drug screening process, the taxicab driver's permit will be suspended pursuant to section XIII until the driver has successfully completed all the requirements placed on him/her by the Substance Abuse Professional (SAP). If this same taxicab driver tests positive again during a random drug screening process, his/her taxicab driver's permit will be revoked for a period of not less than five years.

21-10 Taxicab Drivers: Permit Application

(a) No person shall operate any taxicab in the City unless the person has a valid driver's permit to do so as hereinafter provided.

(b) ***A taxicab driver substantially located and permitted by another city within the county or by the county, or by a city or county in a neighboring state may operate in the City on a prearranged basis only. That driver may pick up trips originating through online enabled application, phone dispatch, or Internet Web site. That driver may not use the taxi stand or pick-up street hails without written authorization of the City Manager.***

(c) Application for a taxicab driver's permit shall be made in writing to the City Manager setting forth the following information:

1. The applicant's name, age, address and past experience with regard to taxicab service;
2. The names and addresses of the applicant's employers during the preceding three years;
3. Such additional information as the City Manager may require.

21-11 Taxicab Drivers: Liability Insurance Required

(a) It is unlawful for any owner to drive or operate, or cause or permit to be driven or operated, any taxicab in the city, unless such owner shall have placed on file with the city manager a written certificate of a responsible and solvent corporation authorized to issue such policy under the laws of the state, that it has issued to or for the benefit of the owner, a motor vehicle liability policy which, at the date of such certificate is in full force and effect, and designating therein that any public motor vehicles which may be driven or operated under any permit granted to such owner under the provisions of this chapter are, or will be, covered under such policy.

(b) The motor vehicle liability policy required under the provisions of this section shall insure the owner and any other person using or responsible for the use of such vehicle, with the consent, express or implied, of such owner, against loss from the liability imposed upon such owner by law for injury to, or death of, any person, or damage to property, growing out of the maintenance, operation or ownership of any taxicab to an amount or limit as established by the city manager, exclusive of interest and costs, on account of injury to or death of any one person, or any one accident resulting in injury to or death of more than one person, and for damage to property of others resulting from any one

accident. Additionally, such policy shall include uninsured motorist coverage as required by law.

Such motor vehicle liability policy shall inure to the benefit of any persons suffering loss or damage either to person or property, as herein provided, and the liability of the insurance carrier shall be in no manner abrogated or abated by the death of the tortfeasor or the owner.

(c) Every certificate required under the provisions of this section shall certify that the motor vehicle liability policy therein cited shall not be canceled or changed, except upon ten days prior written notice thereof to the city manager. Such motor vehicle liability insurance shall be a continuing liability up to the full amount thereof, notwithstanding any recovery thereon, and such certificates thereof shall so certify. All motor vehicle liability policies and all certificates thereof shall be subject to the approval of the city attorney and the city manager in all matters and if at any time, in the judgment of the city manager, such motor vehicle liability policies are not sufficient for any cause, the city manager may require the owner of such taxicab who filed the same to replace such motor vehicle policies within ten days with other policies in accordance with the provisions of this chapter.

If such owner fails to replace such motor vehicle policies within such ten day period with good and sufficient policies, then at the termination of such period the owner's permit issued under this article shall be by such failure automatically suspended until such time as such requirement is complied with, and the chief of police shall enforce such suspension.

21-12 City Held Harmless

A permitted taxicab company shall agree to defend and indemnify the City, its officers, employees, agents, partners, and joint venturers free and harmless from any and all claims, costs, liabilities, damages or expenses, including costs of suit and fees, including attorneys' fees, arising out of or related to the company's or owner's acts, omissions and/or operations and any failure to observe or comply with laws of the United States of America, the laws of the State of California, or the ordinances, regulations or requirements of the City or County.

21-13 Suspension or Revocation of Taxicab License

The City Manager, or the City Manager on appeal, shall have the power to suspend or revoke a taxicab permit issued under this chapter, on any of the grounds stated in this chapter or on any of the following grounds:

(a) The violation by the owner of any of the terms, conditions or requirements of the taxicab license or of this chapter.

(b) Any act or omission of the owner of any fact or condition which, if it existed at the time the application for a taxicab license was filed, would have warranted the denial of the application.

(c) Cancellation or suspension of any insurance policy or coverage required of the owner by the state in which the owner is licensed and operates.

(d) Failure of the owner to pay any judgment against the owner for personal injury of death, or property damage arising out of the conduct of business under the taxicab license issued pursuant to this chapter, within thirty (30) days after the judgment has become final.

(e) Voluntary written request by the owner to suspend the taxicab license for a definite period of time.

(g) Failure of the owner to pay when due any applicable taxes imposed by the City.

(h) Any activity that impairs the safety of passengers.

21-14 Suspension or Revocation of Taxicab Drivers Permit
The City Manager, or the City Council on appeal, shall have the power to suspend or revoke a taxicab driver's permit issued under this chapter, on any of the grounds stated in this chapter or on any of the following grounds:
(a) Suspension, revocation or expiration of the driver's privilege granted by the Department of Motor Vehicles of the State to operate a motor vehicle on the public highways of the State.
(b) The violation by the driver of any of the terms, conditions or requirements of the taxicab driver's permit or of this chapter.
(c) Any act or omission of the driver or any fact or condition which, if it existed at the time the application for a taxicab driver's permit was filed, would have warranted the denial of the application.
(d) Failure of the driver to pay any judgment against the driver for personal injury or death, or property damage arising out of the driver's operation of a public transportation vehicle, within thirty (30) days after the judgment has become final.
(e) The driver consumed drugs or alcohol or is under the influence of drugs or alcohol while on duty or is convicted of a crime relating to drugs or alcohol.
(g) Failure of the driver to pay when due any applicable taxes imposed by the City.

21-15 Notice and Hearing for Suspension and Revocation
Revocations and suspensions shall be administered as follows:
(a) A taxicab license or a taxicab driver's permit issued pursuant to this chapter shall be revoked or suspended only after the owner or driver has been given reasonable notice and opportunity to be heard.
(b) Whenever the City Manager has reasonable cause to believe that grounds for the suspension or revocation of a permit exists, he/she shall give the holder of the taxicab license or taxicab permit written notice stating the alleged grounds for the suspension or revocation and the effective date of the suspension or revocation. This notice will be by certified mail, return receipt requested, sent to the address shown on the last application or renewal, or by personal service. The decision of the City Manager to revoke or suspend a taxicab license or taxicab driver's permit may be appealed to the City Council. The notice shall provide the permit holder with information on the appeal process.
(c) The license holder must submit a request for an appeal hearing to the City Manager within ten days receipt of written notice.
(d) Upon receipt of a request for an appeal hearing, the City Manager, or designee, shall conduct a hearing within forty-five (45) days of the request. The City Manager, or designee, shall notify the permit holder in writing of the date, time, and place of the hearing. The hearing shall not be less than ten days after the service of the notice of hearing by postage of the notice by certified mail, return receipt requested, or by personal service.
(e) The suspension or revocation shall be stayed pending the outcome of the appeal hearing.
(f) At the hearing, both the holder of the taxicab license or taxicab driver's permit and the City Manager shall have the right to appear and be represented by counsel and to present evidence and arguments which are relevant to the grounds for the appeal, as stated in the written grounds for the appeal hearing. Within ten working days of the conclusion of the hearing, the City Council shall issue a written decision which states whether the decision of the City Manager is upheld, modified, or reversed; the length of any suspension, and the effective date of the suspension or revocation. The decision of

the City Council shall be served on the holder of the permit by certified mail, return receipt requested, or by personal service.

(g) The decision of the City Council shall be final.

(h) Upon a written decision of the City Council which suspends or revokes a taxicab license or taxicab permit, the holder of the taxicab license or taxicab permit shall surrender the license and/or permit to the City Manager immediately after service of the notice of the decision.

21-16 Emergency Suspension

(a) The City Manager may issue an order suspending a taxicab license or a taxicab driver's permit for a period not exceeding ten days without having conducted a hearing therefor, if the City Manager determines that the continued use of the license or permit will cause immediate hazard to the public safety, health or welfare.

(b) Within ten days of the effective date of the order, the City Manager shall hold a hearing for the owner or driver to show cause why the license or permit should not be suspended or revoked.

(c) The order issued by the City Manager under subsection (a) of this section shall also contain a notice of the hearing setting forth the date, time and place of the hearing.

21-17 Notice of Violation and Hearing

Any person found to be operating a taxicab in the city in violation of the ordinance shall be issued a notice of violation by the City, in person or by mail.

(a) The violator shall schedule a hearing by mail, phone or in person with the City within twenty (20) days of receipt of the notice of violation.

(b) The City shall conduct a hearing before issuing a citation to the violator or imposing a penalty. The hearing official may conduct the hearing informally, both as to rules of procedure and admission of evidence, in any manner which will provide a fair hearing.

(c) If the violator waives his or her right to a hearing in writing, fails to schedule a hearing with the City in the permitted time, or fails to appear at the scheduled hearing, the City shall affirm the violation and issue a citation.

(d) The hearing official shall set forth his or her decision to affirm or cancel the notice of violation in writing. If the notice of violation is affirmed, a citation shall be issued imposing a penalty not to exceed five thousand dollars ($5,000.00). The hearing official shall consider the following factors when determining the penalty amount:

    1. Whether the violator has previously violated the license or driver's permit requirements or other provisions of this chapter;

    2. Whether the violator concealed or attempted to conceal his or her noncompliance with the license or driver's permit requirements; and

    3. Such additional factors as the hearing official may deem appropriate.

(e) This section shall supersede any penalty provisions set forth by any ordinance or resolution of the City.

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Resolution No. 2019-81 rescinding Resolution No. 2016-61 and approving and adopting an amended appendix to the Conflict of Interest Code pursuant to Political Reform Act of 1974

Background: The Political Reform Act requires every local government agency to review its Conflict of Interest code biennially. The City Council directed staff to review the City's Conflict of Interest Code where changes were made to reflect employee titles, disclosure categories assigned to designated employees and removal of the Oversight Board to the Successor Agency to the Redevelopment Agency as this Board no longer exists. Government Code Section 81000 requires a public hearing be held and a 45-day notice was published in the Needles Desert Star on October 23, 2019

Fiscal Impact: N/A

Recommendation: Adopt Resolution No. 2019-81 rescinding Resolution No. 2016-61 and approving and adopting an amended appendix to the Conflict of Interest Code pursuant to Political Reform Act of 1974

Submitted By: City Clerk

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
		Agenda Item: 2	

RESOLUTION NO. 2019-81

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES RESCINDING RESOLUTION NO. 2016-61 AND APPROVING AND ADOPTING AN AMENDED APPENDIX TO THE CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Needles (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code") which was amended on December 12, 2000, December 12, 2006, September 25, 2012, September 23, 2014, and September 23, 2016 in compliance with Government Code Section 81000, et seq.; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the Appendix to the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are significant and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the City Council of, the proposed amended Appendix was provided to each affected designated employee and was publicly posted for review; and

WHEREAS, a public meeting was held upon the proposed amended Appendix at a regular meeting of the City Council in February 2019, at which all present were given an opportunity to be heard on the proposed amended Appendix.

NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF NEEDLES AS FOLLOWS:

Section 1. The City Council does hereby approve and adopt the proposed amended Appendix to the City's Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the City Clerk and available to the public for inspection and copying, together with the City's Conflict of Interest Code.

Section 2. The amended Appendix of the Conflict of Interest Code shall become effective immediately upon its adoption and approval.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December 2019.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

APPENDIX

CONFLICT OF INTEREST CODE

OF THE

CITY OF NEEDLES

(Amended December 2019)

EXHIBIT "A"

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the City's Code but are subject to the disclosure requirements of the Act. (Government Code Section 87200 et seq.) [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investment[3].

Director of Finance
Financial Consultants

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[3] Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Accounting Clerk	3
Assistant City Manager	2, 3, 6, 7
Associate Planner	2, 3, 6, 7
Building Official/Building & Safety	2, 3, 6, 7
Building Permit Tech	2, 3, 6, 7
Business Office Supervisor	3
Cemetery Operations Manager	2, 6, 7
Chief of Police	4, 6, 7
Chief Water Plant Operator	2, 3, 6, 7
City Clerk	6, 7
City Engineer	2, 3, 6, 7
City Planner	2, 3, 6, 7
Code Enforcement Officer	6,7
Code Enforcement, Senior Officer	6, 7
Code Enforcement Supervisor	6, 7
Director of Development Services	2, 3, 6, 7
Director of Public Works	2, 3, 6, 7
Electric General Manager	2, 6, 7

Electric Line Supervisor	6, 7
Engineering Technician 2	6, 7
Fire Chief	4, 6, 7
Finance Assistant	6, 7
Golf Course/Parks Superintendent	2, 3, 6
Golf Professional	3, 6
Planning Department Assistant	2, 3, 6, 7
Public Works Director	2, 3, 6, 7
Senior Accountant/Human Resource Specialist	6
Senior Center Liaison	6
Recreation & Aquatic Services Manager	3, 6
Secretary to the City Manager	6, 7
Recreation Supervisor	6
Transit Services Manager	3, 6
Utility Accountant/General Accountant	2, 6, 7
Utility Department Assistant	2, 6, 7
Water Department Manager	6
Water/Wastewater Department Manager	6

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
MEMBERS OF COMMITTEES, BOARDS & COMMISSIONS	
Needles Riverview Cemetery	1, 2
Public Utilities Board	1, 2
Recreation & Parks Commission	1, 2

Consultant[4]

[4] Consultants shall be included in the list of Designated Employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this Section. Such written determination shall *include* a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection *in* the same manner and location as this Conflict of Interest Code.

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, including gifts, loans and travel payments, or real property which the Designated Employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in business entities, and sources of income, that are located in, do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that a public hearing will be held before the City Council, in the Council Chambers at the Needles Civic Center Complex, located at 1111 Bailey Avenue, Needles, California on December 10, 2019 at 6:00 p.m. Said hearing is called to consider all evidence and testimony for or against approval of the following item:

> Adopting an Amended Appendix to the Conflict of Interest Code pursuant to the Political reform Act of 1974

Legislature of the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Needles (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code.

The proposed amended Appendix to the City's Conflict of Interest Code is available to the public for inspection and copying, together with the City's Conflict of Interest Code. All interested persons are encouraged to attend the hearing. Accordingly, written correspondence is encouraged and should be addressed to the City Clerk at djones@cityofneedles.com or 760-326-2113 X145.

If a decision is made at this hearing and you later disagree with the decision, only issues raised at the public hearing or in written form at or before the public hearing can be considered.

/s/ Dale Jones, CMC, City Clerk
Publish October 23, 2019 – Needles Desert Star
Posted: October 23, 2019

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: City Council Resolution 2019-77
A Resolution of the City Council of the City of Needles
Approving a Conditional Use Permit for Relocation of the Existing "H" Street Cannabis Dispensary, from 221 "H" Street To 1019 W. Broadway, located in the C-2 General Commercial Zone, also known as APN 0186-094-49

Background: Applicant Harry Ezajian currently manages a Retail Marijuana Business in the City, the "H" Street dispensary, located at 221 "H" Street, an approximately 6,000 square foot facility, that utilizes off-site parking for customers. The area is surrounded by residential units.

Mr. Ezajian is proposing to relocate the existing Retail Marijuana Business to 1019 W. Broadway, an 11,400 square foot building, previously used as a bank, that also includes an existing parking structure for customer parking.

On January 26, 2016, the City Council adopted Ordinance No. 574 AC, allowing those existing Retail Marijuana Businesses (formerly "Cooperative/Collectives) to relocate in zones C-1, C-2, C-3, M-1 and M-2 with the approval of a Conditional Use Permit and a Regulatory License. The proposed parcel is zoned General Commercial (C-2), and thus, falls within the permitted zones for relocation.

The project site is in a developed portion of the City and situated on an approximate .26-acre parcel at 1019 W. Broadway (APN 0186-094-49). The building was previously used as a bank. Tenant improvements will include the removal of the drive-thru area by securing the window area with solid secured panels and converting the space into a stock room; the removal and securing with panels of the exterior ATM machine. The existing open area in the middle of the building will be converted to a new waiting area and new retail display area. The ingress/egress area near the on-site parking area will be modified with the addition of a door to create a small waiting room and satisfying the ADA requirement for handicapped customers and employees. The existing two offices will remain offices, as will the vault, restrooms and breakrooms. The existing doors facing Broadway will be utilized for employee-only access to the building. Customer Ingress/egress into the Retail Marijuana Business will be through the existing doors located on "H" Street The existing on-site parking area satisfies the ADA requirements, and includes two ADA compliant parking spaces and 10 regular parking spaces for employees and customers. There are no sensitive receptors (assisted in-care facilities, hospitals, schools) located nearby. To the north is a site that received a CUP for marijuana manufacturing in 2018; to the west is a liquor store; to the east is the credit union and to the south is a marijuana cultivation facility as well as the existing Retail Marijuana Business.

Security measures have been thoroughly incorporated into the project. Security cameras and motion detectors will be placed on all entry points and around the site perimeter. Interior security cameras will be mounted and utilized in all areas except the restroom areas. Audible interior and exterior alarms will be used. Entry into the display area will be activated by a "buzz in" system.

The applicant will employ up to 7 employees with initial operating hours starting from 8 am to 6 pm, seven days a week.

+3

City of Needles, California
Request for City Council Action

The matter was heard before the Planning Commission at a public hearing held on November 6, 2019. No public testimony was taken. The Planning Commissioners discussed the staff's recommendation that would require windows to be replaced with solid secured panels and determined that the aesthetics of the building would be harmed by removing the windows, and conditioned the project to keep the windows and provide secure panels behind the windows. It was later discovered that the Ordinance only requires replacement of windows with secured panels for cultivation facilities. Staff recommends that all windows except the drive-thru window remain in their current state.

Conditional Use Permit Findings.

In accordance with Section 94.07, the City Council must make the following findings for a Conditional Use Permit:

1. That the requested permit is within its jurisdiction according to the table of permissible uses.
2. The application is complete.
3. The use is consistent with the General Plan.
4. The use will be in harmony with the area in which it is to be located.
5. The use will not materially endanger the public health or safety.
6. The use will not substantially injure the value of adjoining or abutting property.
7. That the project overall is consistent with the preceding findings.

Public Notification: A public hearing notice was published in the Needles Desert Star on Wednesday, August 15, 2018. Notices were sent to property owners within 300 feet of the proposed project and posted in two conspicuous locations.

Critical Timeline: The applicant wants to be in production as soon as possible.

Fiscal Impact:

1. The 10% of gross sales of marijuana business tax (voter approved (2012))
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted from approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: This project is categorically exempt under the California Environmental Quality Act, CEQA Guidelines, Section 15301(a), (Existing Facilities, interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances). The proposed use will involve tenant improvements to an existing building facility.

Recommended Action: Approve Resolution No. 2019-77 approving a Conditional Use Permit for Relocation of the existing "H" Street Cannabis Dispensary, from 221 "H" Street To 1019 W. Broadway, located in the C-2 General Commercial Zone, also Known as APN 0186-094-49

Submitted By: Patrick Martinez, Development Services Director

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐ Agenda Item: 3

RESOLUTION 2019-77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING A CONDITIONAL USE PERMIT FOR RELOCATION OF THE EXISTING RETAIL MARIJUANA BUSINESS FROM 221 "H" STREET TO 1019 W. BROADWAY, ALSO KNOWN AS APN 0186-094-49

WHEREAS, the Planning Commission wishes to assist property owners in their efforts to build in the City in a reasonable manner that does not create a hazard to health, safety and welfare or degrade property values or create incompatibility with surrounding uses; and

WHEREAS, City of Needles Municipal Code Section 12A provides regulatory requirements for all Retail Marijuana Businesses within the City; and

WHEREAS, relocation of an existing Retail Marijuana Business is permitted in the C-1, C-2, C-3 and M-1 and M-2 zone along with a Conditional Use Permit (CUP); and

WHEREAS, the existing Retail Marijuana Business located at 221 "H" Street is proposed to be relocated to the former bank building at 1019 W. Broadway, currently zoned C-2 "General Commercial"; and

WHEREAS, a public hearing notice for the Needles Planning Commission meeting was published in the Needles Desert Star on October 23, 2019, at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on November 6, 2019, the Needles Planning Commission held a duly noticed and advertised public hearing to receive oral and written testimony relative to the Conditional Use Permit (CUP) for relocation of the existing retail marijuana business from 221 "H" Street to 1019 W. Broadway, APN 0186-094-49; and

WHEREAS, on November 6, 2019 the Needles Planning Commission approved Resolution No. 10-23-2019 PC recommending City council approval of a Conditional Use Permit for relocation of the existing retail marijuana business from 221 "H" Street to 1019 W. Broadway, APN 0186-094-49; and

WHEREAS, a public hearing notice for the Needles City Council meeting was published in the Needles Desert Star at least 10 days prior to said meeting, and notices were sent to property owners within a 300-foot radius of the subject property specifying the date, time and location of the public hearing; and

WHEREAS, on December 10, 2019 the Needles City Council held a duly noticed and advertised public hearing to receive oral and written testimony for a Conditional Use Permit for relocation of the existing retail marijuana business from 221 "H" Street to 1019 W. Broadway, APN 0186-094-49; and

WHEREAS, Section 94.07(d) of the Needles City Code describes the findings required to approve a Conditional Use Permit; and

WHEREAS, the Needles CITY COUNCIL has sufficiently considered all testimony and any documentary evidence presented to them in order to make the following determination.

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the City of Needles as follows:

SECTION 1. The City Council HEREBY FINDS AND DETERMINES that this project is categorically exempt under the California Environmental Quality Act, CEQA Guidelines, Section 15301(a), (Existing

Facilities, interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances). The Proposed Use will involve tenant improvements to an existing commercial building.

SECTION 2 The CITY COUNCIL HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to approve a Conditional Use Permit for relocation of the existing retail marijuana business from 221 "H" Street to 1019 W. Broadway, also known as APN 0186-094-49 according to the criteria specified in Section 94.07(d) of the Needles City Code:

A. *That the requested permit is within its jurisdiction according to the table of permissible uses.*

FINDING: The project site is zoned General Commercial (C-2) and a Retail Marijuana Business is permitted in the C-2 zone with a Conditional Use Permit (CUP) and a Regulatory Permit in accordance with City Code Section 12A.

B. *The Application is Complete*

FINDING: The applicant has submitted a complete application and has provided the required Site, Floor, Elevation, drawings for the proposed tenant improvements to the 11,460 sq. ft. Retail Marijuana Business and a Condition of Approval has been added to the project for submittal of Landscape Plans and Landscape maintenance plans.

C. *The development is in general conformity with the Needles General Plan.*

FINDING: The proposed project, which includes the relocation of the existing Retail Marijuana Business from 221 "H" Street to 1019 W. Broadway, for the sale of marijuana and related products, is consistent with uses identified in the General Plan General Commercial designation as defined in City Code Section 12A, which allows for Retail Marijuana Businesses to operate within the General Commercial (C-2) designated zone, thereby providing consistency with the General Plan

D. *The development is in harmony with the area in which it is located.*

FINDING: The project site is in a developed portion of the City and situated on an approximate .26-acre parcel at 1019 W. Broadway (APN 0186-094-49). The building was previously used as a bank. Tenant improvements will include the removal of the drive-thru area by securing the window area with solid secured panels and converting the space into a stock room; the removal and securing with panels of the exterior ATM machine. The existing open area in the middle of the building will be converted to a new waiting area and new retail display area. The ingress/egress area near the on-site parking area will be modified with the addition of a door to create a small waiting room, and satisfying the ADA requirement for handicapped customers and employees. The existing two offices will remain offices, as will the vault, restrooms and breakrooms. The existing doors facing Broadway will be utilized for employee-only access to the building. Customer Ingress/egress into the Retail Marijuana Business will be through the existing doors located on "H" Street The existing on-site parking area satisfies the ADA requirements, and includes two ADA compliant parking spaces and 10 regular parking spaces for employees and customers. There are no sensitive receptors (assisted in-care facilities, hospitals, schools) located nearby. To the north is a site that received a CUP for marijuana manufacturing in 2018; to the west is a liquor store; to the east is the credit union and to the south is a marijuana cultivation facility as well as the existing Retail Marijuana Business. Therefore, this type of project is consistent with the uses occurring in the vicinity of the project site.

E. *The development will not materially endanger the public health or safety.*

FINDING: The project site is in a commercially developed area of the City. Conditions of approval have been placed on the project to ensure appropriate lighting, security systems, and ventilation systems are in place for health and safety purposes.

F. The development will not substantially injure the value of adjoining or abutting properties.

FINDING: The project site is zoned General Commercial (C-2). The area surrounding the site is also zoned General Commercial (C-2). The project has been conditioned to require the submittal of a detailed Landscape Plan and Landscape Maintenance Plan. These requirements will assist in maintaining the value of adjoining or abutting properties

SECTION 3. The CITY COUNCIL HEREBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2019-77.**

SECTION 4. The CITY COUNCIL HEREBY APPROVES Resolution **2019-77**, approving a Conditional Use Permit for relocation of the existing retail marijuana business from 221 "H" Street to 1019 W. Broadway, also known as APN 0186-094-49 according to the criteria specified in Section 94.07(d) of the Needles City Code:

1. The project site is in a developed portion of the City and situated on an approximate .26-acre parcel at 1019 W. Broadway (APN 0186-094-49). The building was previously used as a bank. Tenant improvements will include the removal of the drive-thru area by securing the window area with solid secured panels and converting the space into a stock room; the removal and securing with panels of the exterior ATM machine. The existing open area in the middle of the building will be converted to a new waiting area and new retail display area. The ingress/egress area near the on-site parking area will be modified with the addition of a door to create a small waiting room and satisfying the ADA requirement for handicapped customers and employees. The existing two offices will remain offices, as will the vault, restrooms and breakrooms. The existing doors facing Broadway will be utilized for employee-only access to the building. Customer Ingress/egress into the Retail Marijuana Business will be through the existing doors located on "H" Street The existing on-site parking area satisfies the ADA requirements, and includes two ADA compliant parking spaces and 10 regular parking spaces for employees and customers. There are no sensitive receptors (assisted in-care facilities, hospitals, schools) located nearby. To the north is a site that received a CUP for marijuana manufacturing in 2018; to the west is a liquor store; to the east is the credit union and to the south is a marijuana cultivation facility as well as the existing Retail Marijuana Business.

2. The Applicant/Owner/Operator, and his/her/its successor(s) in interest ("Applicant") shall comply with all conditions of this CUP, including the Needles Municipal Code ("Municipal Code") and Chapter 12A thereof, the City Zoning Code, including Article IV and Section 94 thereof, and all applicable laws, policies, rules and regulations of the City, County, and State; and shall comply with any requirements associated with this approval or with the issuance of any Marijuana Retail License as required by Chapter 12A of the Municipal Code.

3. This CUP is issued in accordance with the provisions of the Municipal Code, and all development subject to the CUP shall occur strictly in accordance with the CUP plans and applications approved by the City. Failure to implement and maintain all provisions of these conditions of CUP approval shall be deemed grounds for revocation.

4. The CUP is issued contingent upon the Applicant's compliance with the provisions of Municipal Code Chapter 12A, and the issuance of all applicable permits and licenses in connection therewith, including, without limitation, a Marijuana Retail License, prior to the issuance of a Certificate of Occupancy pursuant to this CUP.

5. The approval for CUP No. 11-06-2019 PC is subject to the six (6) month expiration provisions of Section 94.13(a) of the City's Zoning Code and will expire on **05-12-2020**.

6. The permit issuing authority may extend for a period of up to six (6) months, the date when the permit would otherwise expire pursuant to 94.13(a) if it concludes that: (1) the permit has not yet expired; (2) the permit recipient has proceeded with due diligence and in good faith; and (3) conditions have not changed so substantially as to warrant a new application.

7. The Applicant shall indemnify, protect, hold harmless and defend, with counsel selected by the City, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City to attack, set aside, void, annul and/or seek monetary damages resulting from an approval of the City; or any agency or instrumentality thereof, advisory commission; appeal board or legislative body including actions approved by the voters of the City, concerning Applicant's project. The City shall promptly notify the Applicant of any claim, action; or proceeding to which this condition is applicable and shall reasonably cooperate in the defense of the action. The City reserves its right to take any and all action the City deems to be in the best interest of the City and its citizens regarding such defense. As a condition of this approval, the Applicant or its authorized representative shall:

   (a) Execute an agreement to defend (with legal counsel of the City's choice), indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation(s) of federal law associated with the permitting, licensing, approval, and/or operation of the Marijuana Retail Business; and

   (b) Maintain insurance in the minimum amount of $1 million per claim and $2 million in the aggregate; and

   (c) Name the City as an additional insured on all City required insurance policies; and

   (d) Agree to defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of the A Retail Marijuana Business.

8. All development on the project site shall be in compliance with all applicable provisions of the City's Municipal Code and all applicable provisions of the adopted and applicable Building, Construction and Fire Codes, the Americans with Disabilities Act, and all City building, zoning, business, and health regulations. All new construction shall obtain appropriate building permits and comply with the requirements of the Planning, Building, and Fire Departments.

9. With the exception for amendments and/or modifications that are consistent with Section 94.15 of the City's Zoning Code, anything not shown on the CUP application or the Site Plan, or which is not specifically approved herein, or which is not in compliance with the CUP, is not approved. Any application and/or plans which are defective as to, but not limited to, omissions, dimensions, scale, use, colors, materials, encroachments, easements, etc., shall render any entitlements granted hereunder null and void. Construction (if any) shall cease until all requirements of this CUP are complied with, and development entitlements may be withheld until any Code violations are abated.

10. No Certificate of Occupancy shall be granted until all Conditions of Approval have been completed and approved by the City and Fire Department unless otherwise identified herein, and all offsite improvements have been completed and accepted by the City.

11. Within fifteen (15) days of final approval by the City Council, the Applicant shall submit a notarized affidavit acknowledging acceptance of the conditions of this CUP. This authorization shall become void,

and any privilege, permit, or other authorization granted under these entitlements shall be deemed to have lapsed if compliance with this condition has not been undertaken within the specified time limits.

12. A scanned copy of the signed Conditions of Approval shall be included in the Building Construction Plans submitted for plan check.

13. The Applicant shall pay all established service, permit, impact, environmental, and other applicable fees required by the City as a condition of this CUP.

14. The Applicant shall at all times comply with any applicable State law, including but not limited to: the Compassionate Use Act (Proposition 215), the Medical Marijuana Program Act (Senate Bill 420), the Medical Marijuana Regulation and Safety Act (collectively Assembly Bill 266, Assembly Bill 243, and Senate Bill 643, signed into law by Governor Brown on October 9, 2015, as may be amended from time to time), and any other State or California Constitutional provision, whether now or later adopted, including any location restrictions.

15. The Applicant shall apply for and obtain a Marijuana Retail License prior to operating the Retail Marijuana Business conditionally authorized by this CUP, and shall at all times comply with the provisions of such license and applicable City Codes and regulations. The revocation or suspension of any required regulatory license shall operate to suspend all operations.

16. The Applicant must comply with the recommendations and conditions of the City Manager or his/her designee prior to issuance of any building permits. All development pursuant to this CUP must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.

17. No Retail Marijuana Business shall dispense Marijuana from more than one (1) location within the City.

18. The Retail Marijuana Business shall comply with the U.S. Department of Justice guidelines/priorities, including those prohibiting:

    a) Distribution of marijuana to minors;

    b) Providing revenue from the sale of marijuana to criminal enterprises, gangs and/or cartels;

    c) Diverting marijuana from a state where it is legal under state law to a state where it is illegal;

    d) Using marijuana activity as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;

    e) Using or engaging in violence or use of firearms in the cultivation and/or distribution of marijuana;

    f) Contributing to drugged driving and/or the exacerbation of other adverse public health consequences associated with marijuana use;

    g) Growing marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and/or

    h) Possessing or use of marijuana on federal property;

19. The Retail Marijuana Business shall pay all legally required taxes and fees, including but not limited to, any

Marijuana Business Tax, and sales tax pursuant to state and local law, as well as all other City and state-imposed taxes and fees

20. The Retail Marijuana Business does not have any unpaid financial, fee, or tax obligation to the City that is not paid in full when due, including any assessed fines, penalties, taxes, business tax, fee, interest or other costs (collectively "unpaid tax obligations"). A Retail Marijuana Business shall not be in breach of this subsection if it enters into and fully performs per the terms of a written offer and compromise or other written settlement agreement with the City that satisfies any unpaid tax obligations. This subsection shall not deprive any Retail Marijuana Business of rights, if any, to appeal or seek judicial determination of the propriety of any amounts alleged by the City as unpaid tax obligations, and a Retail Marijuana Business shall not lose its Marijuana Retail License hereunder due to the pendency of any such appeal or judicial determination;

21. The Retail Marijuana Business shall only be open between the hours of 8:00 a.m. and 10:00 p.m., including delivery service, if applicable.

22. Deliveries and receipt of shipments of marijuana products will only occur between the hours of 9:00 a.m. and 9:00 p.m.

23. There will be no after-hour gatherings such as social functions before opening or after the close of business. Exceptions would include sanctioned employee meetings, performing inventory operations, or pre-approved tours or inspections.

24. Permittee must install "No loitering or soliciting" signs delineating state penal codes and city ordinances in and around the premises, including parking lots

25. All doors within the business must be self-closing and not propped open during business hours

26. In the event of a power outage, Permittee shall temporarily close the business until all systems, including security cameras, and point of sale registers, are back on-line.

27. All security personnel shall be in possession of a state-mandated guard card and relevant endorsements.

28. Pursuant to Bureau of Cannabis Control regulation 5042, Permittee must maintain a record of all authorized individuals who are not employees of the Permittee, including escorted guests and vendors, who enter limited access areas.

29. Permittee must ensure all on-site personnel will wear visible identification cards on their persons while on the property. The City of Needles Code Enforcement Department will issue badges to each employee. The identification card will include a photo, the employee's name, and hire date. The identification card will be presented to law enforcement or any City official upon request.

30. Permittee must ensure literature is available to all customers/clients explaining the dangers of driving under the influence of marijuana.

31. Permittee must ensure literature will be available regarding the dangers of not properly storing and making marijuana accessible to small children and pets.

32. Prior to occupancy, Permittee must install fire extinguishers in accordance with the Fire Code. The placement of extinguishers shall be subject to review and approval by the San Bernardino County Fire Dept.

33. Prior to occupancy, Permittee must install exit signs, which shall be readily visible from any location. A backup power source must be provided.

34. Main entrance doors may have a key locking device only and be labeled "Doors to remain unlocked during business hours". All other exit doors shall be provided with hardware that does not require any special use or knowledge.

35. The Retail Marijuana Business shall maintain sales, inventory and patient records in a secure location within the City of Needles, available to the City Manager or Designee to review upon 24 hours' notice; in the event said records are provided to the City Manager or Designee, it shall be the Retail Marijuana Business' responsibility to ensure patient identities are redacted sufficiently to meet any requirements of HIPPA and any other applicable State or federal laws or regulations. Such records shall include, without limitation, records of all inventory received and/or sold, revenue and monies received, cost of inventory, patient records, physician's referral and, if using a Primary Caregiver, a notarized written authorization from the Qualified Patient to be represented by such Primary Caregiver;

36. Marijuana shall be kept in a secured manner during business and non-business hours;

37. All Marijuana shall be properly labeled and kept in a tamper-evident package in accordance with State law, as may be amended from time to time;

38. The Retail Marijuana Business shall develop a security plan including the following measures:

    a. Security cameras shall be installed and maintained in good condition and used in an on-going manner with at least 240 concurrent hours of digitally recorded documentation in a format approved by the City Manager or his/her designee. The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, the storage areas, cultivation areas, all doors and corners of the building, and any other areas as determined by the City Manager or his/her designee. These records shall be maintained for seven (7) years from the date created or longer if required by State or Federal law. Recordings shall be made available to the City Manager or his/her designee upon 24 hours' notice;

    b. The Retail Marijuana Business shall prevent individuals from remaining on the premises of the Retail Marijuana Business if they are loitering or otherwise not engaging in activity expressly related to the operations of the Retail Marijuana Business;

    c. The Retail Marijuana Business shall establish limited access areas accessible only to authorized personnel;

    d. The Retail Marijuana Business shall store all finished Marijuana and Marijuana products in a secured and locked room, safe, or vault, and in a manner as to prevent diversion, theft, and loss, except for limited amounts of Marijuana used for display purposes, samples, or immediate sale;

    e. Digital security cameras shall be installed and maintained in good condition and used in an on-going manner with at least 240 concurrent hours of digitally recorded documentation in a format approved by the City Manager or Designee.

       The cameras shall be in use 24 hours per day, 7 days per week. The areas to be covered by the security cameras include, but are not limited to, storage areas, all doors and windows, Marijuana tending areas, all areas where Retail Marijuana Business staff and volunteers will interact or

engage in transactions with members, all sales activities and transactions involving trade or exchange of Marijuana for monetary compensation or anything of value, all exterior parking areas and any other areas as determined by the City Manager or Designee.

Recordings made by the security cameras shall be made available to the City Manager or Designee upon 24 hours' notice.

Nothing in this section shall compel a Retail Marijuana Business or require the City to voluntarily disclose or deliver said recording to any Federal government entity or agency absent a court order or subpoena;

f. Retail Marijuana Business premises shall be alarmed with an alarm system that is operated and monitored by a properly licensed security company. Any security personnel, armed personnel and armed security personnel of the Retail Marijuana Business shall have and possess on their person any required federal, State and local permits and licenses.

g. The entrance to the Marijuana dispensing area and any storage areas shall be secured at all times, and under the control of Retail Marijuana Business staff.

h. The business entrance(s) shall be illuminated during evening hours. The Retail Marijuana Business shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, shielding, etc., and secure the necessary approvals and permits as needed;

i. Tending scales shall be used for the sale or trade of any and all Marijuana. All tending scales are to be in a digital (LED) display, character size a minimum of 1 inch. A separate surveillance camera shall monitor each LED scale display so that the LED scale readout can be read remotely;

39. The existing exterior ATM area shall be removed and replaced with solid secured walls.

40. The existing drive-thru window will be removed and replaced with solid secured walls.

41. The Retail Marijuana Business shall prohibit on-site smoking, ingestion, or consumption of Marijuana on the Premises of the Retail Marijuana Business, and the building entrance to a Retail Marijuana Business shall clearly and legibly be posted with a notice indicating that smoking, ingesting, or consuming Marijuana or Marijuana products on the premises or within 500 feet of the Retail Marijuana Business is prohibited.

42. The term "Premises" as used in this section includes the actual building of the Retail Marijuana Business, as well as any accessory structures, parking areas and the entire real property on which the Retail Marijuana Business is situated;

43. Signage for the Retail Marijuana Business shall comply with the City sign ordinance and any amendments thereto;

44. Alcoholic beverages shall not be provided, sold, stored, kept, located, dispensed, distributed, or consumed on the Premises. The Retail Marijuana Business shall not hold or maintain a license from the State Department of Alcohol Beverage Control to sell alcoholic beverages, or operate a business that sells alcoholic beverages;

45. Windows and/or entrances of Retail Marijuana Businesses shall not be obstructed and shall maintain a clear view into the Premises during business hours;

46. Access to the Premises of a Retail Marijuana Business engaged in adult-use shall be limited to individuals who are at least 21 years of age. Access to the Premises of a Retail Marijuana Business engaged solely in medical use shall be limited to individuals who are at least 18 years of age and have a valid physician's recommendation.

47. Physician services shall not be provided on the Premises.

"Physician services" does not include social services, including counseling, help with housing and meals, hospice and other care referrals which may be provided on site with additional permitting

48. The Premises and building in which the Retail Marijuana Business is located, as well as the operations conducted therein, shall fully comply with all applicable building codes, all applicable State and Federal environmental laws, the Americans with Disabilities Act, the Act, Program and Guidelines; the Medical and Adult Use Cannabis Regulation and Safety Act, as may be amended from time to time

49. The Retail Marijuana Business shall keep adequate records of any Marijuana related activity, including conducting an inventory on the first business day of each week and recording the total quantity of each form of Marijuana on the Premises. Records expressly include, but are not limited to, video recordings maintained pursuant to subsection (K), above. All records shall be maintained for seven (7) years from the date created or longer if required by State or Federal law;

50. On the fifth day of each month, the Retail Marijuana Business shall provide the City Manager with a written report containing the following information:

    a. Bills of lading and a description of all inventory shipments received (including those received by the Retail Marijuana Business, weight of any cannabis flowers, edibles and concentrates) since prior report;

    b. The description and weight of inventory in the possession or control of the Retail Marijuana Business;

    c. The total gross revenue received from prior month's sales; and

    d. A copy of any sales tax reports provided to the State Board of Equalization and any other taxing agencies;

51. The Retail Marijuana Business shall not be operated within: a residence; within one thousand (1,000) feet of a school, recreation center or youth center; or within two hundred (200) feet of a public playground, park (meaning a children's park where there is playground equipment or other youth athletic or sports facilities, but not including a "way-side" park or rest stop), child care or day care facility, or church. All distances shall be the horizontal distance measured in a straight line, without regard to intervening structures or topography, from the property line of the uses described in this Subsection to the closest property line of the lot on which the Retail Marijuana Business is located;

52. Operations of the Retail Marijuana Business shall not cease for more than ninety (90) calendar days;

53. The Retail Marijuana Business shall provide the City, or allow the City inspection of, the security recordings, the activity logs, sales and revenue records, documents and any other required reports, and financial and sales data requested by the City;

54. The Retail Marijuana Business shall comply with the State's track and trace system and other requirements, as may be amended from time to time.

A Management, Operations, and Security Plan including the measures set forth in Municipal Code Chapter 12A-7(F) shall be reviewed and approved by the City Manager (or Designee) and City Building Official prior to Building Permit Issuance. Installation of security measures must be completed, inspected, and approved by the City Manager (or Designee) and City Building Official prior to issuance of a Certificate of Occupancy.

55. The Applicant shall provide adequate lighting above all entrances and exits to the proposed buildings, as well as all parking areas and walkways that are under the control of the Applicant.

56. All required lighting shall be of enough power to illuminate and make easily discernible the appearance and conduct of all persons within lighted areas during operating hours and shall be designed so as to direct light and glare onto the premises only. Said lighting and glare shall be shielded to deflect lighting away from all adjoining properties and down-cast and shielded from sunset to sunrise to avoid nighttime glare.

57. During construction, the Applicant shall, at all times, maintain the project site free of weeds, debris, trash or any other offensive, unhealthful and dangerous material. If after five (5) days' notice by certified mail, the Applicant does not comply with a notice of violation issued during construction, the City may either cancel building or grading permits and/or implement nuisance abatement proceedings, including placing a lien on the property for costs of abatement.

58. Applicant shall locate outside trash bin(s) or trash cans in a secured, enclosed area; not to be seen by public view and shall be locked at all times.

59. All structures, building walls open to public view shall remain free of graffiti or other extraneous markings, drawing, or signage that was not approved by the City, unless directly related to the business being operated on the premises or otherwise providing pertinent information about said premises. In the event graffiti or other extraneous markings occur, the Applicant shall remove or cover said markings, drawings, or signage within 24 hours of notification of such occurrence, weather permitting. Paint utilized in covering such markings shall be of a color that matches, as closely as possible, the color of the adjacent surface.

60. Prior to occupancy, the Applicant shall prepare and file with the County Fire Department and Sheriff's Department a detailed evacuation plan in the event of an emergency that details how the buildings will be secured and how first responders will gain access to the project site and buildings.

61. The term "premises" includes the actual buildings, as well as any accessory structures and parking areas. The building entrance to the Retail Marijuana Business shall be clearly and legibly posted with a notice indicating that smoking, ingesting, or consuming marijuana on the premises or in the vicinity of the Retail Marijuana Business is prohibited.

62. With the exception of Emergency Medical Care provided in the event of an accident or injury, Physician services shall not be provided on the premises.

63. No physical change, alteration, or modification of the premises of the Retail Marijuana Business is allowed that materially or substantially alters the permitted use or the approved site plans. Material changes include, but are not limited to, an increase or decrease in the total square footage of the Retail Marijuana Business, or the addition, sealing of, or relocation of a wall, common entryway, doorway, or other means of ingress and/or egress to the Retail Marijuana Business.

64. The Applicant shall identify the on-site manager(s) of the Retail Marijuana Business to whom notice of operational issues may be provided. The Retail Marijuana Business shall make every good faith effort to encourage residents, businesses, or members of the public to call the Retail Marijuana Business Manager as a first step to resolving operating problems, if any, before calls or complaints are lodged with the Sheriff's or Planning Department.

65. The Applicant shall enter into an agreement with the City that fully reimburses the City for all costs incurred by the City, resulting from a legal challenge (or federal or state enforcement action) related to the City's approval or regulation of the Retail Marijuana Business and/or operation thereof.

66. The City Manager, or the City Manager's designee, shall have the right to enter the Retail Marijuana Business from time to time upon 24 hours' notice for the purpose of making reasonable inspections to observe and enforce compliance with these conditions of approval and all laws of the City and State of California.

67. Operation of the Retail Marijuana Business in violation of any condition(s) of this CUP approval or requirements of Chapter 12A of the Municipal Code or other City regulation or ordinance shall constitute a violation of the CUP and shall be enforced pursuant to the provisions of thereof.

68. If any condition of approval of this CUP is held or declared to be invalid by a court of competent jurisdiction, the entire Project and CUP may be reviewed and substitute and/or additional conditions may be imposed.

69. Any violation of these conditions of approval shall constitute grounds for revocation of the CUP. The CUP may be revoked by the permit-issuing authority only in accordance with the requirements of Section 118.04 of the City's Zoning Code. Any such decision is appealable by the Applicant in accordance with Section 118.05 of the City's Zoning Code.

70. The project shall be developed in conformance to the revised site plan drawing. Any deviation from the approved plan shall require Planning Commission approval.

71. The project is required to be handicap accessible, with ADA compliant restrooms.

72. Applicant to repair curb, gutter and sidewalk along street frontage of W. Broadway and "H" Street.

73. Applicant to repair alley between proposed site's property boundaries

74. Prior to issuance of Certificate of Occupancy, the Applicant shall complete the installation of landscape materials identified on the landscape plan. The landowner shall be responsible for maintaining the vigor and life of planted landscape species during the life of the project.

75. The Applicant must comply with the recommendations of the San Bernardino County Fire Department prior to issuance of any building permits. All development pursuant to this permit must be kept in full compliance with the County Fire Code to the satisfaction of the County Fire Department.

76. The Retail Marijuana Business shall be designed and maintained per manufacturer recommendations with a ventilation and air filtration system containing activated carbon filters, such as Phresh Filters, to ensure odors generated by the proposed Retail Marijuana Business are not a nuisance.

77. A Material Safety Data Sheets (MSDS) shall be provided to the City of Needles for all potentially hazardous materials used in the operation.

78. The Applicant acknowledges that the Bureau of Reclamation ("BOR") Policy entitled "Use of Reclamation Water or Facilities for Activities Prohibited by the Controlled Substances Act of 1970", which may be amended and/or extended from time to time, prohibits the BOR from approving the use of Reclamation water or facilities to facilitate activities prohibited by the Controlled Substances Act, including the use of Reclamation facilities or water in the cultivation of marijuana, and in the event the BOR becomes aware that Reclamation facilities or the water they supply are being used to facilitate cultivation of marijuana, will report such action to the Department of Justice ("DOJ"). Applicant acknowledges and agrees that as a result of any determination by the BOR that water service constitutes Reclamation water or facilities or any action of the BOR or DOJ taken as a result of such determination, is beyond the reasonable control of the NPUA and/or the City, and the NPUA and the City and its employees shall be free from any liability to the Applicant, its successors in interest, or any other interested party as a result thereof. The Applicant is required to take any action necessary as a result of any BOR determination or action related thereto, including obtaining additional sources of water for the Project. Any actions must be done in accordance with all applicable City Code provisions and regulations.

SECTION 5. This action shall become final and effective fifteen (15) days after this decision by the CITY COUNCIL, unless within such period, a written appeal is filed with the City Clerk for consideration by the City Council as provided by the Needles City Code.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2019 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest:** _____
City Clerk

Approved as to form:

_____
City Attorney

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☒ NPUA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Needles Public Utility Authority Resolution No. 12-10-2019-NPUA and City Council Resolution No. 2019-80 adopting Epic Engineering's Culinary Water and Sanitary Sewer Capital Facilities Master Plan for the City of Needles

Background: The City of Needles is experiencing increased water demand due to new industrial, commercial, and residential development in the City. Most of the new development is expected to occur at the north end of the City. The development will increase water demands and sewer production that may exceed the City's water and sewer system capacities. Phase I of the Needles Preliminary Water and Sewer Study was approved on October 17, 2017, by the Board of Public Utilities and on October 24, 2017, by the City Council. Phase I of the study was completed March 9, 2018 and collected data to determine what information is available and what additional information needs to be researched or developed to proceed with the study during Phase 2.

The Phase II work scope of the Culinary Water & Sanitary Sewer Capital Facilities Master Plan was approved by Council on August 14, 2018. The Culinary Water & Sanitary Sewer Capital Facilities Master Plan provides a detailed look at the future conditions of the City including projected water demands and sewer flows and needed capital facility improvements to meet the anticipated demands for both the water and sewer system.

The report lists recommended system improvements in priority. The report identified providing more storage to the Upper Zone is a high priority as well as upsizing the existing booster pump station. The second priority identified in the report is to provide culinary water to North Needles which includes drilling a new well, constructing a new tank and installing pipe all within the North Needles Area. These improvements are not needed immediately but planning for them should begin now.

#4

City of Needles, California
Request for City Council Action

The Culinary Water & Sanitary Sewer Capital Facilities Master Plan was presented on August 13, 2019 to both the Utility Board at an adjourned regular meeting and the City Council. The City Council directed staff to proceed with the adoption of the Culinary Water & Sanitary Sewer Capital Facilities Master Plan.

City staff has been approached by stakeholders in North Needles that would like to privately fund the extension of the culinary water & sanitary sewer into North Needles. Following adoption of the report attention turns to design to finalize cost estimate for the design of the extension.

Fiscal Impact: Potential $49,000,285 in new recommended infrastructure improvements to the City's Culinary Water & Sanitary Sewer.

Recommended Action:

- Approve Needles Public Utility Authority Resolution 12-10-2019-NPUA and City Council Resolution No. 2019-80 adopting Epic Engineering's Culinary Water and Sanitary Sewer Capital Facilities Master Plan for the City of Needles.

- Provide direction to City Staff to proceed with design and cost estimates of the extension of the culinary water & sanitary sewer into North Needles.

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: _____ **Date:** _____

Approved:☐	Not Approved:☐	Tabled:☐	Other:☐
			Agenda Item: 4

RESOLUTION NO. 2019-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES ADOPTING EPIC ENGINEERING'S CULINARY WATER AND SANITARY SEWER CAPITAL FACILITIES MASTER PLAN FOR THE CITY OF NEEDLES

WHEREAS, stagnant growth and development, as well as gaining infrastructure throughout the City of Needles has caused the City to reevaluate the City's abilities to provide residents with efficient utility services now and in the future; and

WHEREAS, the City authorized Epic to prepare a comprehensive Culinary Water and Sanitary Sewer Capital Facilities Master Plan; and

WHEREAS, the Culinary Water and Sanitary Sewer Capital Facilities Master Plan provides a detailed look at the future conditions of the City including the projected year 2050 population, including a short history of the area and the City, the project population, potential areas of development, and historical and projected flows and demands; and

WHEREAS, the City's population is expected to increase approximately 5,000 people by the year 2050 at an average annual rate of 2.2%; and

WHEREAS, based on the population projections by the year 2050, the City is expected to see $49,000,285 in recommended infrastructure improvements to the City's Culinary Water & Sanitary Sewer; and

WHEREAS, the North Needles Area does not have any culinary service provided by the City. The City intends to expand their culinary water system to the northern most boundary line of the City. This will require a great deal of new infrastructure to accomplish this; and

WHEREAS, with the addition of the North Needles area and the projected future demands of the City, the waste water analysis reveals only a few minor improvements to the existing infrastructure were needed to stay with in design capacity at buildout; and

WHEREAS, the City Council understands the importance of the Culinary Water and Sanitary Sewer Capital Facilities Master Plan as an instrument which guides and directs the city to provide and maintain the same level of service as the city grows.

NOW, THEREFORE, BE IT RESOLVED that the CITY COUNCIL of the City of Needles as follows:

SECTION 1. The CITY COUNCIL HERBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2019-80.**

SECTION 2. The CITY COUNCIL HEREBY APPROVES Resolution **2019-80**, adopting Epic Engineering's culinary water and sanitary capital facilities master plan for the City of Needles.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2019 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest:**

_____
City Clerk

Approved as to form:

_____
City Attorney

RESOLUTION NO. 12-10-2019-NPUA

A RESOLUTION OF THE NEEDLES PUBLIC UTILITY AUTHORITY OF THE CITY OF NEEDLES ADOPTING EPIC ENGINEERING'S CULINARY WATER AND SANITARY SEWER CAPITAL FACILITIES MASTER PLAN FOR THE CITY OF NEEDLES

WHEREAS, stagnant growth and development, as well as gaining infrastructure throughout the City of Needles has caused the City to reevaluate the City's abilities to provide residents with efficient utility services now and in the future; and

WHEREAS, the City authorized Epic to prepare a comprehensive Culinary Water and Sanitary Sewer Capital Facilities Master Plan; and

WHEREAS, the Culinary Water and Sanitary Sewer Capital Facilities Master Plan provides a detailed look at the future conditions of the City including the projected year 2050 population, including a short history of the area and the City, the project population, potential areas of development, and historical and projected flows and demands; and

WHEREAS, the City's population is expected to increase approximately 5,000 people by the year 2050 at an average annual rate of 2.2%; and

WHEREAS, based on the population projections by the year 2050, the City is expected to see $49,000,285 in recommended infrastructure improvements to the City's Culinary Water & Sanitary Sewer; and

WHEREAS, the North Needles Area does not have any culinary service provided by the City. The City intends to expand their culinary water system to the northern most boundary line of the City. This will require a great deal of new infrastructure to accomplish this; and

WHEREAS, with the addition of the North Needles area and the projected future demands of the City, the waste water analysis reveals only a few minor improvements to the existing infrastructure were needed to stay with in design capacity at buildout; and

WHEREAS, the Needles Public Utility Authority understands the importance of the Culinary Water and Sanitary Sewer Capital Facilities Master Plan as an instrument which guides and directs the city to provide and maintain the same level of service as the city grows.

NOW, THEREFORE, BE IT RESOLVED that the NEEDLES PUBLIC UTILITY of the City of Needles as follows:

SECTION 1. The NEEDLES PUBLIC UTILITY AUTHORITY HERBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 12-10-2019-NPUA.**

SECTION 2. The NEEDLES PUBLIC UTILITY AUTHORITY HEREBY APPROVES Resolution **12-10-2019-NPUA**, adopting Epic Engineering's culinary water and sanitary capital facilities master plan for the City of Needles.

PASSED, APPROVED AND ADOPTED this 10th day of December, 2019 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest:**

_____
City Clerk

Approved as to form:

_____
City Attorney

MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL,
NEEDLES PUBLIC UTILITY AUTHORITY
NEEDLES, CALIFORNIA

Tuesday, January 8, 2019

Adjourned the City Council meeting and convened a joint City Council and NPUA meeting
Mayor Williams recessed the City Council meeting and convened a joint meeting with the NPUA at 6:43 p.m. Roll call previously taken.
Present: Mayor Jeff Williams; Council Members Shawn Gudmundson, Tim Terral, Clayton Hazlewood, Edward Paget M.D., Tona Belt and Zachery. Longacre. Also present City Manager Rick Daniels; Acting City Attorney Peter Nolan and City Clerk Dale Jones.

1) NPUA - Approved minutes
Member Gudmundson moved, seconded by Member Belt, to approve the minutes of January 9, January 23, February 13, February 27, March 13, March 27, April 10, April 24, May 8 and May 29 and June 12, 2018. Motion carried by the following roll call vote:

Ayes: Members Gudmundson, Hazlewood, Paget, Belt and Williams
Noes: None
Absent: None
Abstain: Members Terral and Longacre

2) NPUA / COUNCIL: Receive and file SB 998 report (Information only)
Member / Councilmember Gudmundson moved, seconded by Member / Councilmember Belt, to receive and file report SB 998, Water Shut Off Protection Act imposing new restrictions on residential water service discontinuation when customers are delinquent.
Motion carried by the following roll call vote:

Ayes: Members / Councilmembers Gudmundson, Terral, Hazlewood, Paget, Belt. Longacre and Williams
Noes: None
Absent: None

3) NPUA / COUNCIL: Authorized staff to proceed with the completion of the Lily Hill Water Booster Electric Panel Replacement Project and increase project budget
City Manager Daniels reported.

Member / Councilmember Hazlewood moved, seconded by Member / Councilmember Paget, to authorize staff to proceed with the completion of the Lily Hill Water Booster Electric Panel Replacement Project and increase project budget from $139,206 to $146,078, an additional $6,871, from the Water Asset Replacement Fund. Motion carried by the following roll call vote:

Ayes: Members / Councilmembers Gudmundson, Terral, Hazlewood, Paget, Belt, Longacre and Williams
Noes: None
Absent: None

4) NPUA / COUNCIL: Authorized Councilmembers Belt and Terral to attend the Lower Colorado River Tour
City Manager Daniels reported.

Member / Councilmember Paget moved, seconded by Member / Councilmember Gudmundson, to authorize Council Members Belt and Terral to attend the Lower Colorado River Tour February 27 — March 1, 2019 at a cost of $865 per attendee to be covered by the council travel per diem account. Motion carried by the following roll call vote:

Ayes: Members / Councilmembers Gudmundson, Terral, Hazlewood, Paget, Belt, Longacre and Williams
Noes: None
Absent: None

12-10-19 #5

5) NPUA / COUNCIL: Approved Amendment No. 1 to the final agreement with Medical Investor Holdings LLC for Building 2 (Suites A, C and E) located at 3247 Needles Highway,
Councilmember Longacre left the room due to a potential conflict of interest.
City Manager Daniels reported from staff report.

Member / Councilmember Hazlewood moved, seconded by Member / Councilmember Gudmundson, to approve Amendment No. 1 to the final agreement with Medical Investor Holdings LLC for Building 2 (Suites A, C and E) located at 3247 Needles Highway, APN 0660091-09.
Motion carried by the following roll call vote:

Ayes: Members Gudmundson, Terral, Hazlewood, Paget, Belt and Williams
Noes: None
Absent: Member / Councilmember Longacre

Councilmember Longacre retuned to meeting.

Adjourned the joint Council / NPUA meeting and reconvened the Council meeting
President/Mayor Williams adjourned the joint meeting with the NPUA held on the 8th day of January 2019 adjourned at 6:55 p.m.

ATTEST: _____ _____
President/Mayor Jeff Williams Secretary/City Clerk Dale Jones, CMC

City of Needles, California
Request for Council Action

☒ CITY COUNCIL/NPUA ☐ Board of Public Utilities ☒ Regular ☐ Special

Meeting Date December 10, 2019

Title: Broadway and Plant Manhole Rehabilitation Project

Background: In November, the Board approved a manhole rehabilitation project for a single manhole located on Broadway and Wastewater Plant Rd. Upon executing the rehabilitation two additional manholes were uncovered and thought to have been abandoned but are fully functioning.

Upon review of the current condition of the additional manhole's, staff proposed a rehabilitation project to correct the current deficiencies and deterioration to avoid the mainline collapsing. Images of the current condition of the manholes attached.

Simon Sewer Maintenance prepared a proposal for the rehabilitation project which includes new concrete casing with duraplate epoxy, new frame and lid and removal of existing ladder.

The rehabilitation project was quoted at $14,950. The Board of Public Utilities approved the recommended action on December 3, 2019.

Fiscal Impact: To be funded by the wastewater capital asset funds an estimated $500,000 is available.

Environmental Impact: N/A

Recommended Action: ***Move*** to ratify the City Manager's authorization to utilize wastewater capital funds to complete the Broadway and Wastewater Treatment Plant Manhole Rehabilitation project for rehabilitation of two additional manholes at an additional cost not to exceed $14,950.

Submitted By: Rainie Torrance

City Management Review: Rick **Date:** 12/3/19

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

Agenda Item: 6

Simon Sewer Maintenance

A Division of SIMON FAMILY ENTERPRISES, INC.
Jay Simon

P.O. BOX 616
FLORENCE, AZ.
85132 USA
CELL (520) 360-0383
PHONE (520) 868-0163
WEBSITE: www.SimonSewer.com
EMAIL: simonsezz@cybertrails.com

November 19, 2019

CITY OF NEEDLES
817 THIRD STREET
NEEDLES, CA 92363 USA

ATTN: Rainey Torrance

RE: Manhole Rehab

SCOPE OF WORK

Provide equipment, labor and material to rehab 2 additional Manholes with new concrete and epoxy coating.

- Locations of Manholes are downstream on Broadway and the WWTP

COST

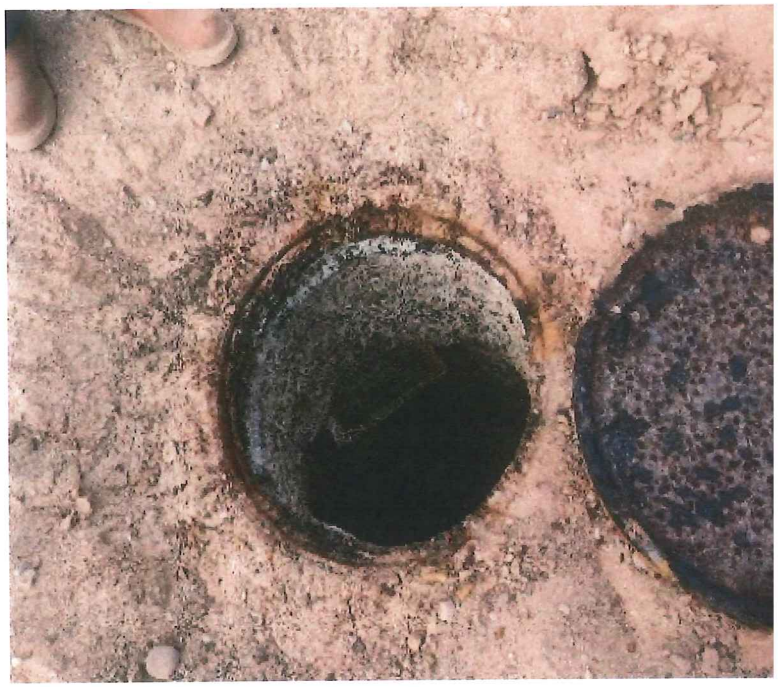
- 2 Downstream Manholes..... **$14,950.00**

EXCLUSION: Bonds, Taxes, Permits, Traffic Control & Insurance Beyond Simon's Coverage

We thank you for the opportunity of the work and to submit our quote. We look forward to working for you on this project.

Respectfully,

Jay Simon



Two additional Pre cast concreate manholes with major corrosion

City of Needles, California
Request for Council Action

☒ CITY COUNCIL/NPUA ☐ Board of Public Utilities ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Well #12 Irrigation Well Repairs

Background: On 11/5/2019 the Golf Course Well went down. Layne Christensen was dispatched to pull the well pump on 11/7/19, the pump was pulled and sent for inspection. On 11/11/19 Layne completed a video inspection of the well and found it to be in good condition.

Layne also completed a well pump and motor inspection report. The report identified the following repairs necessary to put well #12 back into service;

1) complete replacement of the columns and shafts are needed due to severe wear;
2) a broken shaft;
3) new 4 stage pump due to severe wear and a hole in the side of the pump;
4) a complete rebuild of the existing motor

Fiscal Impact: Repairs are estimated to be around $64,000 and are to be funded by the Golf Course per the Golf Irrigation Well Lease dated July 1, 2015.

Recommended Action: ***Approve*** the recommended repairs to be completed by Layne Christensen to be funded by the Golf Course per the Irrigation Well Lease dated July 1, 2015.

Submitted By: Bryan Hickstein, Chief Water Operator

City Management Review: Rick **Date:** 12/3/19

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

Agenda Item: 7

DWT W.L. RECEIVING RECORD

Layne
WATER · MINERAL · ENERGY

CUSTOMER: City of needles **WELL NAME:** 12 **JOB #** 972044 **DATE:** 11/11/2019

BOWL INFORMATION

MANUFACTURE: American March **MODEL:** 12 MC **SIZE:** 12" **STAGES:** 5
IMPELLER # 12 MC **TOP TRIM:** 8.260 **BOTTOM:** 10.062 **NO. OF VANES:** 6
SHAFT SIZE: 1.687 X **TURN DOWN:** **THREADS:** 10 TPI **STICK-UP:** 14" **PIN LINE:** 4.937
DISCHARGE SIZE: 10" **BUTT** ☑ **NPT** ☐ **SUCTION SIZE:** 10" **BUTT** ☐ **NPT** ☑ **PUMP O.A.L:** 72.875

CONDITION OF BOWLS

STAGE	SUC.	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
CASTING CONDITION	Brittle	Brittle	Brittle	Brittle	Brittle											
HOUSING I.D.	7.250	7.250	7.250	7.250	7.250											
WEAR RING O.D.	7.100	7.100	7.100	7.100	7.100											
TOTAL CLEARANCE	0.150	0.150	0.150	0.150	0.150											
MANUFACTURE CLR'	0.014	0.014	0.014	0.014	0.014											
BEARING I.D.	1.730	1.730	1.730	1.730	1.730											
BEARING CLEARANCE	0.043	0.043	0.043	0.043	0.043											
BEARING CONDITION	Worn	Worn	Worn	Worn	Worn											

REBUILDABLE? No ***REMARKS:*** Bowl assembly has a hole in the 4th stage of the pump, bowl assmebly looks to have signs of graphitization in bowl pockets

MOTOR REPORT

MOTOR W/ PUMP? Yes **BONNET W/ MOTOR?** Yes **SERIAL#** 5K6449DP60D6 **MODEL#**
MANUFACTURE: General Electric **CD:** 56" **DRIVER BORE:** 1-15/16" **BUSHING SIZE:** X
KEY WAY: 1/2" **H.P.** 300 **R.P.M.** 1790 **VOLTS:** 460 **AMPS:** 348
PHASE: 3 **FRAME:** L449TP20 **NUMBER OF LEGS:** 3 **MEG OHMS:** 577 **PREM. EFF.?**
REMARKS: Motor has a lot of oil residue on top of motor. Need to send out for further testing

HEAD AND PARTS

DISCH.HEAD MAKE: Floway (Cast Iron) **DISCH.SIZE:** 10" **BASE SIZE:** 24" RND **GOOD***(CLEAN & PAINT)* ☑ **BAD** ☐
LANDING NIPPLE SIZE: 10" X 60" **BUTT** ☑ **NPT** ☐ **CONDITION:** Bad, pitted
HEAD SHAFT: 1-15/16" X 123.5" **MATERIAL:** 416-SS **THRDS:** 10 TPI **KEY WAY:** 1/2" **CONDITION:** Bad, Worn
2PC. SHAFT? No **SIZE:** X **MATERIAL:** **THRDS:** **CONDITION:**
PACKING BOX MAKE: Floway **SIZE:** 1-15/16" **GOOD** ☐ **BAD** ☑ **REBUILDABLE?** Yes
PARTS BUCKET W/ PUMP? Yes ***SPECIFY:*** Discharge bolts, motor bolts, 100psi gauge w/ bracket, head nut and key
REMARKS: Head shaft is hour glassed from packing

PICTURES

TOTAL PUMP SETTING: 150'

CUSTOMER: City of Needles **WELL NAME:** 12 **JOB #** 972044 **DATE:** 11/11/2019

SUCTION

STRAINER W/ PUMP? No SIZE: MATERIAL: GOOD ☐ BAD ☐ REMARKS:

PIPE SIZE: N/A X BUTT ☐ NPT ☐ TOTAL: 0 # GOOD: # BAD:

OTHER SIZE: X BUTT ☐ NPT ☐ TOTAL: 0 # GOOD: # BAD:

REMARKS:

COLUMN PIPE

PIPE SIZE:	10"	X	9'11-1/4"	BUTT ☑	NPT ☐	TOTAL:	14	# GOOD:	# BAD: 14
OTHER SIZE:	10"	X	4'11-1/4"	BUTT ☑	NPT ☐	TOTAL:	1	# GOOD:	# BAD: 1
OTHER SIZE:	N/A	X		BUTT ☐	NPT ☐	TOTAL:	0	# GOOD:	# BAD:

REMARKS: Pipe has heavy scale and pitting, on pipe is cut

LINE SHAFTS

SIZE:	1-15/16"	X	10'	THRDS:	10 TPI	MATERIAL:	416-SS	TOTAL:	14	# GOOD:	# BAD: 14
SIZE:	1-15/16"	X	5'	THRDS:	10 TPI	MATERIAL:	416-SS	TOTAL:	1	# GOOD:	# BAD: 1
SIZE:	N/A	X		THRDS:		MATERIAL:		TOTAL:	0	# GOOD:	# BAD:

SLEEVES ON SHAFTS? SIZE: O.D. X LONG @ STICK-UP #GOOD: #BAD:

REMARKS: 5' shaft broke at bolws and has a turn down to 1.687 to fit bowls, shafting is worn from retainer bushings

COUPLINGS

SIZE:	1-15/16"	THRDS:	10 TPI	MATERIAL:	304-SS	TOTAL:	15	# GOOD:	# BAD: 15
SIZE:	1-11-16"	THRDS:	10 TPI	MATERIAL:	304-SS	TOTAL:	1	# GOOD:	# BAD: 1

C/O's? No SPECIFY: X MATERIAL: CONDITION:

REMARKS: couplings are hammered and wrenched 1-11/16 coupling has broken shaft inside

RETAINERS

RETAINER SIZE:	10"	X	1-15/16"	TYPE:	Drop-in	TOTAL:	15	#GOOD:	#BAD: 15	#REBUSH:	
OTHER SIZE:	N/A	X		TYPE:		TOTAL:	0	#GOOD:	#BAD:	#REBUSH:	

REMARKS: Retainers are stuck inside collars and some spinning inside collars, shafting ripped out 3 rubber bushings in retainers

OTHER PARTS

AIR-LINE W/ PUMP? Yes SIZE: 1/4" MATERIAL: S.S. GOOD ☐ BAD ☑ REMARKS: kinked

SOUNDING TUBE W/ PUMP? No TYPE: SIZE: X TOTAL: 0 #GOOD: #BAD:

REMARKS:

PICTURES

1717 W Park Ave.
Redlands, CA. 92373
Phone: (909) 390-2833
CA Lic.#: 510011

Layne

Well Inspection Report

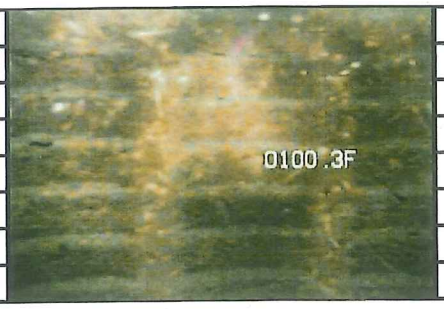
CLIENT: City of Needles
ADDRESS: TD
CONTACT: Rainie Torrance 760-326-2115 **PHONE:** Frank Valenzuela 760-577-5227
JOB LOCATION: Enter at 1225 Marina Dr, Needles, CA then us GPS
GPS LOCATION: Latitude: N 34° 50.6692' | Longitude: W 114° 36.2171'

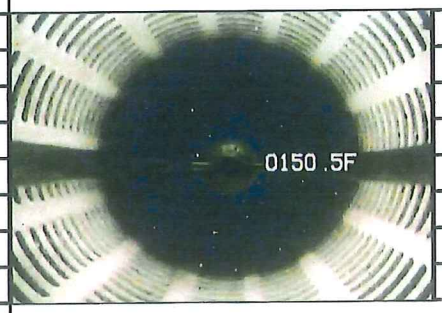
WELL NUMBER: Well 12 **General inspection** **JOB NUMBER:** 972044
SURVEYED BY: Jose Rocha **DATE:** 11-Nov-19
REVIEWED BY: **WATER LEVEL:** 16.8'
WATER CONDITION: Cloudy / Clear **TOTAL DEPTH:** Unknown
CASING DIAMETER: 18" ID **SURVEY DEPTH:** 242.5'

*All Depths Shown are relative to the center of the side camera perspective.

DEPTH	REMARKS
0 - 16'	Casing appears to have moderate scale and growth.
16 - 56'	Casing appears to have moderate to heavy scale and growth.
56 - 242'	Casing appears to have moderate scale and growth.
242.5'	Camera comes to rest on top of fill.

Perforations:	
Stainless Steel Ful / Flo Louver	56 - 242'





Quote: DMB19146

11/5/2019

Frank Valenzula
City of Needles
817 3rd St.
Needles, Calif 92363

Re: Well 12 Golf Course - Pull and Inspect

Dear Frank ,

We are pleased to present our project estimate for the referenced work to be performed at 144 Marina Dr..

Mobilize 3 man crew to job site, set up and remove approx. 145' of 10" X 3 X 1-15/16 Column, Tube and Shaft for inspection to to shaft spinning but no water coming from discharge head. All materials will be transported to Layne to undergo a full, detailed inspection. While the pump is out of the well, Layne will perform a general inspection video log to document the current condition of the casing.

Our estimate is valid for 30 days and is subject to the attached Terms and Conditions. Applicable taxes, bonds, and special insurance requirements are not included with this estimate. Please contact your Layne Christensen Company representative if you have any questions.

Layne Christensen Company has been the industry leader in groundwater development since 1882. Our full range of water-related service encompasses: initial site selection; well field design and development; well drilling and development; pump installation and repair; water treatment; aquifer investigation and remediation; and well rehabilitation.

Thank you for choosing Layne Christensen Company and giving us the opportunity to be your water resource solution provider.

Sincerely,
Layne Christensen Company

Tom Hetzel
Account Manager
909-747-8139

Quote: DMB19146

11/5/2019
Well 12 Golf Course

	Qty	Units	Unit Price	Ext Price
WELL 12				
Pull Pump	1	EA	$11,077.97	$11,077.97
Pump Inspection	1	EA	$802.21	$802.21
Video Log	1	EA	$1,939.15	$1,939.15
			Sub-Total	$13,819.33

Sub-Total	$13,819.33
Estimated Price	$13,819.33

Our estimate is valid for 30 days and is subject to the attached Terms and Conditions. Our terms and conditions are hereby incorporated by reference and constitute a part of this estimate. Please contact your Layne representative if you have any questions.

WATER RESOURCES

1717 Park Ave, Redlands, CA 92373 | Office: 909-390-2833 | Fax: 909-390-6097 | layne.com

Layne
A GRANITE COMPANY

11/5/2019
Well 12 Golf Course

Quote: DMB19146

CONFIRMING ORDER

The undersigned Client instructs Layne Christensen Company to proceed with the work described with the understanding that Layne's Standard Terms and Conditions and attached documents are hereby incorporated as part of this Confirming Order.

Work to be performed per attached quote DMB19146.

CLIENT	CONTRACTOR
City of Needles	Layne Christensen Company
By:	By:
Title: CITY MANAGER	Title: Account Manager
Date: 11/9/19	Date: 11/05/2019

WATER RESOURCES

1717 Park Ave, Redlands, CA 92373 | Office: 909-390-2833 | Fax: 909-390-6097 | layne.com

Layne
A GRANITE COMPANY

Layne
A GRANITE COMPANY

11/13/2019

Quote: DMB19152

Frank Valenzula
City of Needles
817 3rd St.
Needles, Calif 92363

Re: Well 12 Golf Course - Repair and Install

Dear Frank ,

We are pleased to present our project estimate for the referenced work to be performed at 144 Marina Dr..

Layne will perform the necessary pump repairs and/or replacement per the recommendations found on the pump inspection report. This will include replacing the entire bowl assembly with a new Gould's 12RJHC-4, designed for 1100 gpm @ 200'TDH. Replace all column and shafting, refurbish the discharge head and refurbish the GE 300HP motor. At the completion of the repairs, Layne will mobilize a rig and crew to perform installation to the existing pump setting and perform start up.

Our estimate is valid for 30 days and is subject to the attached Terms and Conditions. Applicable taxes, bonds, and special insurance requirements are not included with this estimate. Please contact your Layne Christensen Company representative if you have any questions.

Layne Christensen Company has been the industry leader in groundwater development since 1882. Our full range of water-related service encompasses: initial site selection; well field design and development; well drilling and development; pump installation and repair; water treatment; aquifer investigation and remediation; and well rehabilitation.

Thank you for choosing Layne Christensen Company and giving us the opportunity to be your water resource solution provider.

Sincerely,
Layne Christensen Company

Tom Hetzel
Account Manager
909-747-8139

11/13/2019 Quote: DMB19152

Well 12 Golf Course

PUMP REPAIRS	Qty	Units	Unit Price	Ext Price
Goulds 12RJHC-4 (1100gpm@200'tdh)	1	EA	$6,248.59	$6,248.59
10"x36" Landing Nipple	1	EA	$280.00	$280.00
1-15/16" 416SS Head Shaft	1	EA	$793.33	$793.33
Bronze Bearing - Packing Box	1	EA	$60.00	$60.00
10" x 10' W.L. Butt Column Pipe T&C	14	EA	$460.00	$6,440.00
10" x 5' W.L. Butt Column Pipe T&C	1	EA	$420.00	$420.00
1-15/16" x 10' 416SS Line Shaft	14	EA	$460.00	$6,440.00
1-15/16" x 5' 416SS Line Shaft	1	EA	$280.00	$280.00
1-15/16" 304SS Shaft Couplings	15	EA	$50.67	$760.05
1-11/16" x 1-15/16" X-Over Shaft Coupling	1	EA	$133.33	$133.33
10" x 1-15/16" Bronze Retainers w/ Bearings	15	EA	$156.00	$2,340.00
1/4" SS Airline	1	EA	$346.67	$346.67
Bolting, Gasket, SS Banding, Buckles, Gauge, Oil and Packing	1	EA	$266.67	$266.67
Zinc Anode	1	EA	$1,160.00	$1,160.00
Shop - Pump Repairs	1	EA	$1,430.04	$1,430.04
Freight	1	EA	$666.67	$666.67
Motor Repairs	1	EA	$5,854.67	$5,854.67
Sand Blasting	1	EA	$266.67	$266.67
			Sub-Total	$34,186.69

INSTALL AND START UP	Qty	Units	Unit Price	Ext Price
Install Pump	1	EA	$11,322.79	$11,322.79
Start Up	1	EA	$1,969.35	$1,969.35
			Sub-Total	$13,292.14

Sub-Total	$47,478.76
Tax	$2,012.57
Estimated Price	$49,491.33

Our estimate is valid for 30 days and is subject to the attached Terms and Conditions. Our terms and conditions are hereby incorporated by reference and constitute a part of this estimate. Please contact your Layne representative if you have any questions.

Rick

WATER RESOURCES

1717 Park Ave, Redlands, CA 92373 | Office: 909-390-2833 | Fax: 909-390-6097 | layne.com

Quote: DMB19152

11/13/2019
Well 12 Golf Course

CONFIRMING ORDER

The undersigned Client instructs Layne Christensen Company to proceed with the work described with the understanding that Layne's Standard Terms and Conditions and attached documents are hereby incorporated as part of this Confirming Order.

Work to be performed per attached quote DMB19152.

CLIENT	CONTRACTOR
City of Needles	Layne Christensen Company
By: Rick	By:
Title: CITY MANAGER	Title: Account Manager
Date: 11/15/19	Date: 11-14-2019

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ SARDA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Warrants

Background: n/a

Fiscal Impact: n/a

Recommended Action: **APPROVE,** the Warrants Register through December 10, 2019

Submitted By: Sylvia Miledi, Director of Finance

City Management Review: _____ **Date:** _____

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

Agenda Item: 8

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR NOVEMBER 8 , 2019

		DEPT. AMT.	FUND AMT.	8-Nov	19-20 BUDGET
FUND 101	GENERAL FUND	$ 6,332.63			
101.1015.412	CITY ATTORNEY	$ -		$ 7,083.00	$85,000
101.1020.413	CITY MANAGER	$ 1,075.86		$ 12,387.75	$171,333
101.1025.415	FINANCE DEPT.	$ 4,591.68		$ 21,463.99	$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 257.92		$ 4,722.50	$131,018
101.1035.416	PLANNING /ZONING	$ 598.31		$ 7,295.25	$195,144
101.1040.417	ENGINEERING	$ 803.58		$ 10,555.92	$151,111
101.1060.410	COMMUNITY PROMOTIONS	$ -		$ 1,297.50	$60,250
101.1070.410	SENIOR CENTER	$ -		$ 59,507.14	$1,262,304
101.2010.421	SHERIFF	$ -		$ 206,002.00	$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL	$ 880.99		$ 14,181.88	$168,809
101.2025.424	BULDING & SAFETY	$ 2,282.54		$ 17,798.28	$307,623
101.2030.423	CODE ENFORCEMENT	$ 3,776.97		$ 256,546.37	$3,554,200
101.3010.431	PUBLIC WORKS	$ 4,985.08		$ 29,393.00	$509,766
101.4730.472	SANITATION	$ 412.68		$ 9,827.94	$129,447
101.5770.452.	AQUATICS	$ -		$ 27,887.07	$166,174
101.5772.452	PARKS	$ 13,848.93		$ 14,588.21	$353,744
101.5773.452	JACK SMITH PARK MARINA	$ 1,459.07		$ 10,172.59	$111,501
101.5774.452	RECREATION	$ 1,724.78		$ 68,026.37	$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 43,031.02	$ 461,100.82	$6,820,004
FUND 205	CDBG		$ -	$ -	$0
FUND 206	CEMETERY		$ 680.32	$ 4,776.08	$123,773
FUND 209	NARCOTICS FORFEITURE		$ -	$ -	$9,778
FUND 210	SPECIAL GAS TAX		$ -	$ 11,768.00	$226,898
FUND 212	AIR QUALITY (MDAQD)		$ -	$ -	$0
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ 40,000.00	$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ -	$ 6,108.86	$220,000
FUND 235	INTERSTATE COMM/I40 J ST.		$ -	$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ 416.00	$5,000
FUND 240	EL GARCES INTERMODAL		$ -	$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ -	$0
FUND 270	REDEVELOPMENT AGENCY		$ 550.78	$ 9,576.29	$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$0
FUND 501	NPUA		$ -	$ 720,888.78	$12,449,567
FUND 502	WATER DEPARTMENT		$ 14,337.40	$ 89,674.26	$1,665,186
FUND 503	WASTEWATER DEPARTMENT		$ 1,821.35	$ 66,618.96	$1,067,861
FUND 505	SANITATION		$ -	$ 23,746.53	$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		$ 249.43	$ 4,093.68	$762,261
FUND 507	GOLF FUND	924.58			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ 15,513.82	$ -	$ 30,069.47	$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ 2,786.56		$ 12,925.71	$272,443
FUND 507	GOLF FUND TOTAL		$ 19,224.96		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 3,970.13	$ 22,440.81	$453,742
FUND 509	MIS		$ -	$ 11,243.25	$169,000
FUND 510	ADMIN. FACILITY		$ -	$ 14,387.79	$175,703
FUND 511	FLEET MANAGEMENT		$ 861.82	$ 3,574.08	$261,552
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$0
FUND 520	SR DIAL A RIDE		$ -	$ 614.00	$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ -	$ 287.00	$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ -	$ 14,712.00	$383,487
FUND 580	ELECTRIC		$ 15,171.35	$ 187,239.30	$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC			$ -	$0
FUND 582	NPUA CAPITAL WATER		$ -	$ -	$0
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$0
FUND 650	IMPACT FEES NORTH NEEDLES		$ 519.77	$ -	$0
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ -	$0
TOTAL	ALL FUNDS & DEPARTMENTS		$ 100,418.33	$ 1,736,261.67	$33,635,088

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

Rick 12/3/19

Rick Daniels, City Manager — Date

Sylvia Miledi 11/16/19

Sylvia Miledi, Director of Finance — Date

Kippy Poulson 11/19/19

Kippy Poulson, City Treasurer — Date

11/7/2019

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
9292	3319	00	CITY EMPLOYEES ASSOCIATES	11/08/2019	240.00	.00
9293	3286	00	COLONIAL LIFE	11/08/2019	1,475.30	.00
9294	3399	00	COURT-ORDERED DEBT COLLECTIONS	11/08/2019	50.24	.00
9295	3634	00	EMPOWER	11/08/2019	400.84	.00
9296	1305	00	GREAT WEST LIFE	11/08/2019	1,975.00	.00
9297	1	00	MARK WHITLOCK	11/08/2019	519.77	.00
9298	3458	00	MUTUAL OF OMAHA	11/08/2019	2,729.61	.00
9299	1786	00	NPUA	11/08/2019	VOID	
9300	1786	00	NPUA	11/08/2019	36,050.38	.00
9301	3248	00	PREFERRED BENEFIT INSURANCE ADMIN.	11/08/2019	2,710.60	.00
9302	1199	00	SBPEA TEAMSTERS LOCAL 1932	11/08/2019	686.53	.00
9303	3242	00	SDRMA	11/08/2019	52,639.14	.00
9304	3802	00	TRACY BECK	11/08/2019	940.92	.00

NUMBER OF CHECKS 13 GRAND TOTAL 100,418.33

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9292	3319	CITY EMPLOYEES ASSOCIATES	003347		11/08/2019	101-0000-209.03-01	160.00		
			003348		11/08/2019	507-0000-209.03-01	20.00		
			003349		11/08/2019	508-0000-209.03-01	20.00		
			003350		11/08/2019	580-0000-209.03-01	20.00		
			003351		11/08/2019	502-0000-209.03-01	20.00		
							240.00	*	240.00
9293	3286	COLONIAL LIFE	003468		11/08/2019	101-0000-209.03-01	1,206.16		
			003469		11/08/2019	502-0000-209.03-01	85.04		
			003470		11/08/2019	508-0000-209.03-01	88.80		
			003471		11/08/2019	580-0000-209.03-01	95.30		
							1,475.30	*	1,475.30
9294	3399	COURT-ORDERED DEBT COLLEC	003386		11/08/2019	101-0000-209.01-00	50.24		
			003387		11/08/2019	101-0000-209.03-01	1,206.16		
			003388		11/08/2019	502-0000-209.03-01	85.04		
			003389		11/08/2019	508-0000-209.03-01	88.80		
			003390		11/08/2019	580-0000-209.03-01	95.30		
			003464		11/08/2019	101-0000-209.03-01	1,206.16-		
			003465		11/08/2019	502-0000-209.03-01	85.04-		
			003466		11/08/2019	508-0000-209.03-01	88.80-		
			003467		11/08/2019	580-0000-209.03-01	95.30-		
							50.24	*	50.24
9295	3634	EMPOWER	003459		11/08/2019	101-0000-209.01-00	9.94		
			003460		11/08/2019	101-0000-209.01-00	64.82		
			003461		11/08/2019	580-0000-209.01-00	170.90		
			003462		11/08/2019	580-0000-209.01-00	53.93		
			003463		11/08/2019	580-0000-209.01-00	101.25		
							400.84	*	400.84
9296	1305	GREAT WEST LIFE	003404		11/08/2019	101-0000-209.03-01	1,290.00		
			003405		11/08/2019	502-0000-209.03-01	75.00		
			003406		11/08/2019	507-0000-209.03-01	140.00		
			003407		11/08/2019	580-0000-209.03-01	470.00		
							1,975.00	*	1,975.00
9297	1	MARK WHITLOCK	003089		11/08/2019	650-4720-475.69-90	519.77		
							519.77	*	519.77
9298	3458	MUTUAL OF OMAHA	003431		11/08/2019	101-1020-413.24-10	63.71		
			003432		11/08/2019	101-1025-415.24-10	125.59		
			003433		11/08/2019	101-1030-414.24-10	18.05		
			003434		11/08/2019	101-1035-416.24-10	54.88		
			003435		11/08/2019	101-1040-417.24-10	49.75		
			003436		11/08/2019	101-2020-423.24-10	79.31		
			003437		11/08/2019	101-2025-424.24-10	209.50		
			003438		11/08/2019	101-2030-423.24-10	194.36		
			003439		11/08/2019	101-3010-431.24-10	132.02		
			003440		11/08/2019	101-4730-472.24-10	15.38		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9298	3458	MUTUAL OF OMAHA	003441		11/08/2019	101-5772-452.24-10	80.07		
			003442		11/08/2019	101-5773-452.24-10	43.22		
			003443		11/08/2019	101-5774-452.24-10	95.66		
			003444		11/08/2019	206-5771-452.24-10	18.49		
			003445		11/08/2019	270-4631-463.24-10	38.48		
			003446		11/08/2019	502-4710-471.24-10	330.12		
			003447		11/08/2019	503-4720-475.24-10	124.84		
			003448		11/08/2019	506-4713-477.24-10	21.71		
			003449		11/08/2019	507-5761-453.24-10	160.29		
			003450		11/08/2019	507-5762-454.24-10	63.34		
			003451		11/08/2019	508-4810-478.24-10	80.06		
			003452		11/08/2019	511-3020-432.24-10	114.02		
			003453		11/08/2019	580-4750-473.24-10	616.76		
							2,729.61	*	2,729.61
9299	1786	NPUA							VOIDED
9300	1786	NPUA	003205		11/08/2019	101-5772-452.41-10	64.11		
			003206		11/08/2019	101-5772-452.41-20	202.89		
			003207		11/08/2019	101-5772-452.41-10	48.69		
			003208		11/08/2019	101-5772-452.41-20	309.52		
			003209		11/08/2019	101-5772-452.41-20	2,097.63		
			003210		11/08/2019	101-5772-452.41-10	274.36		
			003211		11/08/2019	101-5772-452.41-10	29.82		
			003212		11/08/2019	101-5772-452.41-20	641.74		
			003213		11/08/2019	101-5772-452.41-10	166.51		
			003214		11/08/2019	101-5772-452.41-20	51.24		
			003215		11/08/2019	507-5761-453.41-20	12,333.48		
			003216		11/08/2019	507-5761-453.41-20	71.23		
			003217		11/08/2019	507-5761-453.41-20	40.96		
			003218		11/08/2019	507-5761-453.41-20	45.77		
			003219		11/08/2019	101-5772-452.41-20	623.31		
			003220		11/08/2019	101-5772-452.41-10	579.02		
			003221		11/08/2019	101-5772-452.41-10	52.60		
			003222		11/08/2019	101-5772-452.41-20	619.98		
			003223		11/08/2019	101-5772-452.41-20	190.62		
			003224		11/08/2019	101-5772-452.41-30	72.50		
			003225		11/08/2019	101-5772-452.41-10	47.06		
			003226		11/08/2019	101-5772-452.41-20	65.92		
			003227		11/08/2019	101-5772-452.41-20	1,901.35		
			003228		11/08/2019	101-5772-452.41-10	13.92		
			003229		11/08/2019	101-5772-452.41-10	133.83		
			003230		11/08/2019	101-5772-452.41-20	1,340.52		
			003231		11/08/2019	101-5772-452.41-30	72.50		
			003232		11/08/2019	101-5772-452.41-20	240.33		
			003233		11/08/2019	101-5772-452.41-10	29.82		
			003234		11/08/2019	101-5772-452.41-20	144.12		
			003235		11/08/2019	101-5772-452.41-10	207.26		
			003236		11/08/2019	101-5772-452.41-10	62.92		
			003237		11/08/2019	101-5772-452.41-10	153.40		
			003238		11/08/2019	101-5772-452.41-10	29.82		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9300	1786	NPUA	003239		11/08/2019	101-5772-452.41-20	228.38		
			003240		11/08/2019	101-5772-452.41-20	134.06		
			003241		11/08/2019	502-4710-471.41-10	41.65		
			003242		11/08/2019	101-3010-431.41-10	510.20		
			003243		11/08/2019	101-3010-431.41-10	1,099.24		
			003244		11/08/2019	101-3010-431.41-10	43.41		
			003248		11/08/2019	503-4720-475.41-10	55.20		
			003249		11/08/2019	503-4720-475.41-20	40.71		
			003250		11/08/2019	580-4750-473.41-11	59.62		
			003251		11/08/2019	580-4750-473.41-11	35.00		
			003252		11/08/2019	502-4710-471.41-10	29.82		
			003253		11/08/2019	502-4710-471.41-10	1,288.74		
			003254		11/08/2019	502-4710-471.41-10	55.97		
			003255		11/08/2019	502-4710-471.41-10	59.64		
			003256		11/08/2019	101-5772-452.41-20	778.94		
			003257		11/08/2019	580-4750-473.41-11	37.79		
			003258		11/08/2019	580-4750-473.41-11	51.09		
			003259		11/08/2019	580-4750-473.41-11	29.26		
			003260		11/08/2019	502-4710-471.41-10	31.52		
			003261		11/08/2019	502-4710-471.41-10	44.09		
			003262		11/08/2019	101-2020-423.41-10	174.20		
			003263		11/08/2019	502-4710-471.41-10	8,138.19		
			003264		11/08/2019	580-4750-473.41-11	53.86		
			003265		11/08/2019	580-4750-473.41-11	41.17		
			003266		11/08/2019	580-4750-473.41-11	29.88		
							36,050.38	*	36,050.38
9301	3248	PREFERRED BENEFIT INSURAN	003408		11/08/2019	101-1020-413.24-10	60.52		
			003409		11/08/2019	101-1025-415.24-10	79.19		
			003410		11/08/2019	101-1030-414.24-10	10.68		
			003411		11/08/2019	101-1035-416.24-10	34.08		
			003412		11/08/2019	101-1040-417.24-10	56.33		
			003413		11/08/2019	101-2020-423.24-10	33.80		
			003414		11/08/2019	101-2025-424.24-10	124.77		
			003415		11/08/2019	101-2030-423.24-10	283.28		
			003416		11/08/2019	101-3010-431.24-10	97.90		
			003417		11/08/2019	101-4730-472.24-10	21.18		
			003418		11/08/2019	101-5772-452.24-10	120.15		
			003419		11/08/2019	101-5773-452.24-10	89.00		
			003420		11/08/2019	101-5774-452.24-10	42.70		
			003421		11/08/2019	206-5771-452.24-10	35.60		
			003422		11/08/2019	270-4631-463.24-10	71.20		
			003423		11/08/2019	502-4710-471.24-10	281.00		
			003424		11/08/2019	503-4720-475.24-10	92.63		
			003425		11/08/2019	506-4713-477.24-10	13.52		
			003426		11/08/2019	507-5761-453.24-10	210.00		
			003427		11/08/2019	507-5762-454.24-10	89.00		
			003428		11/08/2019	508-4810-478.24-10	169.00		
			003429		11/08/2019	511-3020-432.24-10	33.80		
			003430		11/08/2019	580-4750-473.24-10	661.27		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9301	3248	PREFERRED BENEFIT INSURAN					2,710.60	*	2,710.60
9302	1199	SBPEA TEAMSTERS LOCAL 193	003392		11/08/2019	101-0000-209.03-01	302.25		
			003393		11/08/2019	101-0000-209.03-01	16.88		
			003394		11/08/2019	502-0000-209.03-01	95.71		
			003395		11/08/2019	503-0000-209.03-01	17.48		
			003396		11/08/2019	507-0000-209.03-01	66.80		
			003397		11/08/2019	508-0000-209.03-01	42.27		
			003398		11/08/2019	580-0000-209.03-01	145.14		
			003399		11/08/2019	101-0000-209.01-00	9.94		
			003400		11/08/2019	101-0000-209.01-00	64.82		
			003401		11/08/2019	580-0000-209.01-00	170.90		
			003402		11/08/2019	580-0000-209.01-00	53.93		
			003403		11/08/2019	580-0000-209.01-00	101.25		
			003454		11/08/2019	101-0000-209.01-00	9.94-		
			003455		11/08/2019	101-0000-209.01-00	64.82-		
			003456		11/08/2019	580-0000-209.01-00	170.90-		
			003457		11/08/2019	580-0000-209.01-00	53.93-		
			003458		11/08/2019	580-0000-209.01-00	101.25-		
							686.53	*	686.53
9303	3242	SPECIAL DISTRICT RISK	003352		11/08/2019	101-1020-413.24-10	951.63		
			003353		11/08/2019	101-1025-415.24-10	3,445.98		
			003354		11/08/2019	101-1030-414.24-10	229.19		
			003355		11/08/2019	101-1035-416.24-10	509.35		
			003356		11/08/2019	101-1040-417.24-10	697.50		
			003357		11/08/2019	101-2020-423.24-10	593.68		
			003358		11/08/2019	101-2025-424.24-10	1,948.27		
			003359		11/08/2019	101-2030-423.24-10	3,299.33		
			003360		11/08/2019	101-3010-431.24-10	3,102.31		
			003361		11/08/2019	101-4730-472.24-10	376.12		
			003362		11/08/2019	101-5772-452.24-10	2,040.02		
			003363		11/08/2019	101-5773-452.24-10	1,326.85		
			003364		11/08/2019	101-5774-452.24-10	1,586.42		
			003365		11/08/2019	101-0000-209.03-01	3,232.34		
			003366		11/08/2019	206-5771-452.24-10	535.43		
			003367		11/08/2019	206-0000-209.03-01	90.80		
			003368		11/08/2019	270-4631-463.24-10	373.92		
			003369		11/08/2019	270-0000-209.03-01	67.18		
			003370		11/08/2019	502-4710-471.24-10	2,951.45		
			003371		11/08/2019	502-0000-209.03-01	809.46		
			003372		11/08/2019	503-4720-475.24-10	1,266.27		
			003373		11/08/2019	503-0000-209.03-01	224.22		
			003374		11/08/2019	506-4713-477.24-10	178.10		
			003375		11/08/2019	506-0000-209.03-01	36.10		
			003376		11/08/2019	507-5761-453.24-10	2,652.09		
			003377		11/08/2019	507-0000-209.03-01	481.10		
			003378		11/08/2019	507-5762-454.24-10	2,634.22		
			003379		11/08/2019	507-0000-209.03-01	216.68		
			003380		11/08/2019	508-4810-478.24-10	3,088.72		

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9303	3242	SPECIAL DISTRICT RISK	003381		11/08/2019	508-0000-209.03-01	481.28		
			003382		11/08/2019	511-3020-432.24-10	593.68		
			003383		11/08/2019	511-0000-209.03-01	120.32		
			003384		11/08/2019	580-4750-473.24-10	10,648.95		
			003385		11/08/2019	580-0000-209.03-01	1,850.18		
							52,639.14	*	52,639.14
9304	3802	TRACY BECK	003391		11/08/2019	101-1025-415.55-00	940.92		
							940.92	*	940.92
						BANK/CHECK TOTAL	100,418.33		100,418.33
						ALL BANKS/CHECKS TOTAL	100,418.33		100,418.33

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR NOVEMBER 26 , 2019

		DEPT. AMT.	FUND AMT.	26-Nov	19-20 BUDGET
FUND 101	GENERAL FUND	$ 4,650.50			
101.1015.412	CITY ATTORNEY	$ 8,040.00		$ 7,083.00	$85,000
101.1020.413	CITY MANAGER	$ 68.57		$ 12,387.75	$171,333
101.1025.415	FINANCE DEPT.	$ 12,703.93		$ 22,013.99	$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 1,018.72		$ 4,722.50	$131,018
101.1035.416	PLANNING /ZONING	$ 2,474.15		$ 7,295.25	$195,144
101.1040.417	ENGINEERING	$ 35.89		$ 10,555.92	$151,111
101.1060.410	COMMUNITY PROMOTIONS	$ -		$ 1,297.50	$60,250
101.1070.410	SENIOR CENTER	$ 1,029.66		$ 60,057.14	$1,262,304
101.2010.421	SHERIFF	$ 205,995.00		$ 206,002.00	$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL	$ 392.84		$ 14,181.88	$168,809
101.2025.424	BULDING & SAFETY	$ 440.92		$ 17,798.28	$307,623
101.2030.423	CODE ENFORCEMENT	$ 7,954.32		$ 256,546.37	$3,554,200
101.3010.431	PUBLIC WORKS	$ 4,679.96		$ 29,393.00	$509,766
101.4730.472	SANITATION	$ 4,009.67		$ 9,827.94	$129,447
101.5770.452.	AQUATICS	$ 47.06		$ 27,887.07	$166,174
101.5772.452	PARKS	$ 9,329.88		$ 14,588.21	$353,744
101.5773.452	JACK SMITH PARK MARINA	$ 46.91		$ 10,172.59	$111,501
101.5774.452	RECREATION	$ 406.28		$ 68,026.37	$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 263,324.26	$ 461,650.82	$6,820,004
FUND 205	CDBG		$ -	$ -	$0
FUND 206	CEMETERY		$ 5,309.43	$ 4,776.08	$123,773
FUND 209	NARCOTICS FORFEITURE		$ -	$ -	$9,778
FUND 210	SPECIAL GAS TAX		$ -	$ 11,768.00	$226,898
FUND 212	AIR QUALITY (MDAQD)		$ -	$ -	$0
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ 40,000.00	$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ -	$ 6,108.86	$220,000
FUND 235	INTERSTATE COMM/I40 J ST.		$ -	$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT		$ 2,262.33	$ 416.00	$5,000
FUND 240	EL GARCES INTERMODAL		$ -	$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ -	$0
FUND 270	REDEVELOPMENT AGENCY		$ 9,358.60	$ 9,576.29	$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$0
FUND 501	NPUA		$ 399.88	$ 1,269,536.40	$12,449,567
FUND 502	WATER DEPARTMENT		$ 30,311.16	$ 89,674.26	$1,665,186
FUND 503	WASTEWATER DEPARTMENT		$ 84,020.76	$ 66,618.96	$1,067,861
FUND 505	SANITATION		$ -	$ 23,746.53	$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		$ 789,978.94	$ 4,093.68	$762,261
FUND 507	GOLF FUND	0			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ 22,979.06	$ -	$ 43,995.18	$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ 6,617.96		$ 12,925.71	$272,443
FUND 507	GOLF FUND TOTAL		$ 29,597.02		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 1,103.36	$ 22,440.81	$453,742
FUND 509	MIS		$ 4,119.50	$ 11,243.25	$169,000
FUND 510	ADMIN. FACILITY		$ 1,515.50	$ 14,387.79	$175,703
FUND 511	FLEET MANAGEMENT		$ 3,910.66	$ 3,574.08	$261,552
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$0
FUND 520	SR DIAL A RIDE		$ 73.59	$ 614.00	$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ 37.90	$ 287.00	$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ -	$ 14,712.00	$383,487
FUND 580	ELECTRIC		$ 95,326.63	$ 468,162.90	$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC			$ -	$0
FUND 582	NPUA CAPITAL WATER		$ -	$ -	$0
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$0
FUND 650	IMPACT FEES NORTH NEEDLES		$ 4,250.00	$ -	$0
FUND 651	IMPACT FEES SOUTH AREAS		$ 4,250.00	$ -	$0
TOTAL	ALL FUNDS & DEPARTMENTS		$ 1,329,149.52	$ 2,580,308.60	$33,635,088

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

Rick 12/3/19
Rick Daniels, City Manager — Date

Sylvia Miledi 11/16/19
Sylvia Miledi, Director of Finance — Date

Kippy Poulson 11/19/16
Kippy Poulson, City Treasurer — Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
9305	3656	00	ADVANCED ANIMAL CARE	11/26/2019	177.95	.00
9306	2457	00	ALL STAR PRO GOLF INC.	11/26/2019	180.15	.00
9307	1	00	ALLEN COX	11/26/2019	100.00	.00
9308	3457	00	ARIZONA RUBBER CO.	11/26/2019	167.84	.00
9309	3750	00	AUTO ZONE	11/26/2019	53.85	.00
9310	2629	00	BARON PEST CONTROL	11/26/2019	32.00	.00
9311	1	00	BILLY BERKENHEGER	11/26/2019	415.76	.00
9312	454	00	BINGHAM EQUIPMENT COMPANY	11/26/2019	317.59	.00
9313	87	00	BLUETARP CREDIT SERVICES	11/26/2019	42.00	.00
9314	3595	00	BOOT BARN	11/26/2019	403.96	.00
9315	7	00	BORDER STATES ELECT.SUP.CORP.	11/26/2019	4,533.06	.00
9316	3479	00	BBSW	11/26/2019	360.90	.00
9317	3870	00	BRYAN HICKSTEIN	11/26/2019	16.13	.00
9318	3392	00	BUG EMERGENCY INC.	11/26/2019	70.00	.00
9319	3819	00	BULLHEAD AUTO & MARINE	11/26/2019	1,062.35	.00
9320	3727	00	CALIF ASSOC OF CODE ENFORCEMENT OFC	11/26/2019	190.00	.00
9321	3856	00	CALIFORNIA CONSULTING, INC.	11/26/2019	8,500.00	.00
9322	3476	00	CAVE RADIATOR CO.	11/26/2019	240.00	.00
9323	3136	00	CITY OF NEEDLES	11/26/2019	59,384.00	.00
9324	2957	00	COPIER SOURCE	11/26/2019	32.51	.00
9325	2760	00	COUNTY OF SAN BERNARDINO	11/26/2019	850.00	.00
9326	3868	00	COVERCRAFT	11/26/2019	857.65	.00
9327	2931	00	DALE JONES	11/26/2019	558.64	.00
9328	2934	00	DANA KEPNER COMPANY INC.	11/26/2019	1,445.30	.00
9329	440	00	DECO FOODSERVICE INCORP.	11/26/2019	70.80	.00
9330	424	00	DESERT INDUSTRIAL SUPPLY INC.	11/26/2019	88.36	.00
9331	3580	00	DIAMOND PURE WATER	11/26/2019	93.34	.00
9332	501	00	DOI-BOR-REGION: LOWER COLORADO	11/26/2019	789,889.94	.00
9333	2974	00	ECONOMIC DEV. JOURNAL OF MOHAVE CO.	11/26/2019	595.00	.00
9334	3869	00	ELECTROMARK	11/26/2019	231.54	.00
9335	2133	00	ENGINEERING UNLIMITED INC.	11/26/2019	297.81	.00
9336	3682	00	EPIC ENGINEERING	11/26/2019	820.00	.00
9337	3462	00	EUSI LLC	11/26/2019	26,581.58	.00
9338	3108	00	FASTENAL COMPANY INCORP.	11/26/2019	91.54	.00
9339	3812	00	FECHTER & COMPANY, CPAS	11/26/2019	22,321.52	.00
9340	615	00	FEDEX	11/26/2019	228.27	.00
9341	3314	00	FINDLAY MOTOR COMPANY	11/26/2019	77.98	.00
9342	1	00	FORD, D'LORAH	11/26/2019	230.63	.00
9343	1296	00	FRONTIER	11/26/2019	219.95	.00
9344	3568	00	GALAXY CO.	11/26/2019	213.28	.00
9345	3796	00	GOLDEN VALLEY CABLE & COMM INC.	11/26/2019	429.49	.00
9346	324	00	GRAINGER PART OPERATIONS INC.	11/26/2019	24.48	.00
9347	3451	00	GREENS DISTRIBUTION LLC.	11/26/2019	1,247.98	.00
9348	1153	00	H.J. ARNETT INDUSTRIES, L.L.C.	11/26/2019	154.62	.00
9349	2612	00	HARDWARE EXPRESS INCORP.	11/26/2019	529.85	.00
9350	666	00	HELENA AGRI-ENT.,LLC	11/26/2019	4,374.65	.00
9351	1537	00	IIMC	11/26/2019	195.00	.00
9352	1	00	JANIS SIMMONS	11/26/2019	833.26	.00
9353	2390	00	JAVELINA TRADING COMPANY	11/26/2019	194.52	.00
9354	2334	00	KERN TURF SUPPLY INC.	11/26/2019	446.45	.00
9355	3594	00	KIMBALL MIDWEST	11/26/2019	558.20	.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
9356	3872	00	KIRBYBUILT SALES	11/26/2019	1,991.52	.00
9357	1	00	LOUIS FREESE	11/26/2019	228.83	.00
9358	3445	00	LOW COST SPAY/NEUTER CLINIC	11/26/2019	590.00	.00
9359	3283	00	LOWE'S	11/26/2019	4,406.67	.00
9360	1	00	MALETIN, ZARKO	11/26/2019	56.96	.00
9361	2189	00	MOHAVE ENVIRONMENTAL LAB	11/26/2019	60.00	.00
9362	3871	00	MOHAVE LOCK AND SAFE	11/26/2019	59.00	.00
9363	3337	00	MOJAVE DESERT & MOUNTAIN INTEGRATED	11/26/2019	3,507.00	.00
9364	178	00	BIG O TIRES & AUTO PARTS	11/26/2019	1,324.83	.00
9365	207	00	NEEDLES SENIOR CITIZENS	11/26/2019	111.49	.00
9366	218	00	NEWS WEST PUBLISHING CO.	11/26/2019	741.81	.00
9367	1786	00	NPUA	11/26/2019	VOID	
9368	1786	00	NPUA	11/26/2019	42,585.19	.00
9369	3324	00	OFFICE EXPRESS	11/26/2019	220.20	.00
9370	3315	00	ONLINE INFORMATION SERVICE	11/26/2019	114.89	.00
9371	3866	00	PLACEWORKS	11/26/2019	2,225.00	.00
9372	15	00	QUILL CORP.	11/26/2019	1,300.09	.00
9373	818	00	R & R PRODUCTS INC.	11/26/2019	1,279.08	.00
9374	2861	00	REINKE A/C CORP.	11/26/2019	355.00	.00
9375	309	00	REPUBLIC SERVICES #785	11/26/2019	1,182.75	.00
9376	255	00	RIVER VALLEY AIR CONDITIONING INC.	11/26/2019	18,678.00	.00
9377	3860	00	RMT EQUIPMENT	11/26/2019	2,219.40	.00
9378	258	00	ROBERT S. LYNCH	11/26/2019	19.89	.00
9379	591	00	ROBINSON ELECTRIC CO. INC.	11/26/2019	480.44	.00
9380	3361	00	S.B. COUNTY SHERIFF'S DEPARTMENT	11/26/2019	205,995.00	.00
9381	1186	00	SAFETY-KLEEN CORP.	11/26/2019	215.50	.00
9382	2589	00	SAN BERNARDINO COUNTY	11/26/2019	8,857.98	.00
9383	1733	00	SAN BERNARDINO COUNTY RECORDER	11/26/2019	60.00	.00
9384	2951	00	SIMON FAMILY ENTERPRISES INC.	11/26/2019	9,570.00	.00
9385	3344	00	SLOVAK BARON & EMPEY LLP	11/26/2019	22,161.98	.00
9386	281	00	SMART & FINAL	11/26/2019	187.40	.00
9387	284	00	SOUTHWEST GAS CORP.	11/26/2019	84.67	.00
9388	3631	00	STOTZ EQUIPMENT	11/26/2019	56.84	.00
9389	1	00	STRONG, JEFFREY	11/26/2019	112.29	.00
9390	3483	00	SWRCB	11/26/2019	34,466.00	.00
9391	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	11/26/2019	450.00	.00
9392	3266	00	TRI STATE TOOL REPAIR	11/26/2019	265.78	.00
9393	772	00	TRI-STATE BUILDING MATERIALS INC.	11/26/2019	11.37	.00
9394	2798	00	U.S. DEPARTMENT OF ENERGY	11/26/2019	20,227.46	.00
9395	3272	00	ULINE	11/26/2019	270.81	.00
9396	3825	00	ULTRA PEST CONTROL, LLC	11/26/2019	45.00	.00
9397	315	00	UNDERGROUND SERVICE ALERT/SC	11/26/2019	113.00	.00
9398	3830	00	UNIFIRST CORPORATION	11/26/2019	1,150.74	.00
9399	3571	00	URBAN FUTURES, INC.	11/26/2019	3,555.00	.00
9400	761	00	USA BLUE BOOK INC.	11/26/2019	538.75	.00
9401	1741	00	V & L LASER LLC	11/26/2019	510.00	.00
9402	2469	00	VERIZON WIRELESS	11/26/2019	64.99	.00
9403	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	11/26/2019	930.80	.00
9404	1023	00	XEROX	11/26/2019	358.94	.00
9405	3828	00	3D-NETWORKS L.L.C.	11/26/2019	4,119.50	.00

NUMBER OF CHECKS 101 GRAND TOTAL 1,329,149.52

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9305	3656	ADVANCED ANIMAL CARE	003319		11/26/2019	101-0000-204.06-00	177.95		
							177.95	*	177.95
9306	2457	ALL STAR PRO GOLF INC.	003090		11/26/2019	507-5762-454.44-10	180.15		
							180.15	*	180.15
9307	1	ALLEN COX	003550		11/26/2019	502-4710-471.54-21	100.00		
							100.00	*	100.00
9308	3457	ARIZONA RUBBER CO.	003472		11/26/2019	511-3020-432.61-28	167.84		
							167.84	*	167.84
9309	3750	AUTO ZONE	003585		11/26/2019	502-4710-471.43-03	53.85		
							53.85	*	53.85
9310	2629	BARON PEST CONTROL	003477		11/26/2019	511-3020-432.43-29	32.00		
							32.00	*	32.00
9311	1	BILLY BERKENHEGER	003474		11/26/2019	101-0000-204.03-01	415.76		
							415.76	*	415.76
9312	454	BINGHAM EQUIPMENT COMPANY	003475		11/26/2019	507-5761-453.43-04	317.59		
							317.59	*	317.59
9313	87	BLUETARP CREDIT SERVICES	003113		11/26/2019	503-4720-475.61-33	42.00		
							42.00	*	42.00
9314	3595	BOOT BARN	003320		11/26/2019	502-4710-471.60-28	273.97		
			003344		11/26/2019	502-4710-471.61-04	129.99		
							403.96	*	403.96
9315	7	BORDER STATES ELECT.SUP.C	003473		11/26/2019	580-4750-473.60-55	4,533.06		
							4,533.06	*	4,533.06
9316	3479	BRAUN BLAISING SMITH WYNN	003202		11/26/2019	580-4750-473.31-50	360.90		
							360.90	*	360.90
9317	3870	BRYAN HICKSTEIN	003268		11/26/2019	502-4710-471.52-10	16.13		
							16.13	*	16.13
9318	3392	BUG EMERGENCY INC.	003476		11/26/2019	507-5762-454.61-07	70.00		
							70.00	*	70.00
9319	3819	BULLHEAD AUTO & MARINE	003091		11/26/2019	511-3021-432.43-26	953.39		
			003092		11/26/2019	511-3021-432.43-26	108.96		
							1,062.35	*	1,062.35
9320	3727	CALIFORNIA ASSOCIATION	003269		11/26/2019	101-2030-423.56-00	95.00		
			003478		11/26/2019	101-2030-423.56-00	95.00		
							190.00	*	190.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9321	3856	CALIFORNIA CONSULTING, IN	PI0062	020030	11/26/2019	650-4720-475.69-82	4,250.00		
			PI0063	020030	11/26/2019	651-4720-475.69-82	4,250.00		
							8,500.00	*	8,500.00
9322	3476	CAVE RADIATOR CO.	003093		11/26/2019	507-5761-453.43-04	240.00		
							240.00	*	240.00
9323	3136	CITY OF NEEDLES	003198		11/26/2019	502-4710-471.80-43	11,498.50		
			003199		11/26/2019	503-4720-475.80-43	7,282.67		
			003200		11/26/2019	580-4750-473.80-43	40,602.83		
							59,384.00	*	59,384.00
9324	2957	COPIER SOURCE	003270		11/26/2019	510-4410-405.43-16	32.51		
							32.51	*	32.51
9325	2760	COUNTY OF SAN BERNARDINO	003564		11/26/2019	101-0000-204.91-00	100.00		
			003565		11/26/2019	101-0000-204.57-00	400.00		
			003566		11/26/2019	101-0000-204.92-00	150.00		
			003567		11/26/2019	101-0000-204.52-00	50.00		
			003568		11/26/2019	101-0000-204.95-00	50.00		
			003584		11/26/2019	101-0000-204.89-00	100.00		
							850.00	*	850.00
9326	3868	COVERCRAFT	003094		11/26/2019	511-3021-432.43-36	411.72		
			003095		11/26/2019	511-3021-432.43-36	445.93		
							857.65	*	857.65
9327	2931	DALE JONES	003479		11/26/2019	101-1030-414.55-00	558.64		
							558.64	*	558.64
9328	2934	DANA KEPNER COMPANY INC.	003271		11/26/2019	502-4710-471.60-55	332.48		
			003272		11/26/2019	502-4710-471.60-55	1,112.82		
							1,445.30	*	1,445.30
9329	440	DECO FOODSERVICE INCORP.	003482		11/26/2019	101-5774-452.65-10	43.04		
			003483		11/26/2019	101-5772-452.60-40	27.76		
							70.80	*	70.80
9330	424	DESERT INDUSTRIAL SUPPLY	003100		11/26/2019	502-4710-471.60-55	88.36		
							88.36	*	88.36
9331	3580	DIAMOND PURE WATER	003096		11/26/2019	503-4720-475.43-02	4.50		
			003097		11/26/2019	510-4410-405.61-01	22.50		
			003098		11/26/2019	101-5774-452.61-01	10.84		
			003099		11/26/2019	101-5774-452.61-01	4.50		
			003480		11/26/2019	510-4410-405.61-01	27.00		
			003481		11/26/2019	101-5774-452.61-01	9.50		
			003485		11/26/2019	511-3020-432.61-01	5.00		
			003486		11/26/2019	503-4720-475.43-02	9.50		
							93.34	*	93.34

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9332	501	DOI-BOR-REGION: LOWER COL	003669		11/26/2019	506-4713-477.31-13	31,107.17		
			003670		11/26/2019	506-4713-477.31-13	758,124.02		
			003671		11/26/2019	506-4713-477.31-13	500.00		
			003672		11/26/2019	506-4713-477.31-13	158.75		
							789,889.94	*	789,889.94
9333	2974	ECONOMIC DEV. JOURNAL OF	003101		11/26/2019	507-5762-454.53-00	595.00		
							595.00	*	595.00
9334	3869	ELECTROMARK	003119		11/26/2019	580-4750-473.60-55	231.54		
							231.54	*	231.54
9335	2133	ENGINEERING UNLIMITED IN	003273		11/26/2019	580-4750-473.60-55	297.81		
							297.81	*	297.81
9336	3682	EPIC ENGINEERING	003489		11/26/2019	101-0000-204.03-01	820.00		
							820.00	*	820.00
9337	3462	EUSI LLC	003487		11/26/2019	503-4720-475.31-98	26,244.08		
			003488		11/26/2019	503-4720-475.31-98	337.50		
							26,581.58	*	26,581.58
9338	3108	FASTENAL COMPANY INCORP.	003490		11/26/2019	101-3010-431.61-21	46.32		
			003491		11/26/2019	101-3010-431.61-21	45.22		
							91.54	*	91.54
9339	3812	FECHTER & COMPANY, CPAS	PI0057	020007	11/26/2019	101-1025-415.31-49	12,276.84		
			PI0058	020007	11/26/2019	270-4631-463.31-49	5,803.60		
			PI0059	020007	11/26/2019	502-4710-471.31-49	1,227.68		
			PI0060	020007	11/26/2019	503-4720-475.31-49	1,227.68		
			PI0061	020007	11/26/2019	580-4750-473.31-49	1,785.72		
							22,321.52	*	22,321.52
9340	615	FEDEX	003102		11/26/2019	101-1035-416.52-10	50.16		
			003492		11/26/2019	101-5772-452.31-90	39.59		
			003493		11/26/2019	101-1035-416.52-20	29.63		
			003586		11/26/2019	508-4810-478.61-02	59.88		
			003587		11/26/2019	101-1035-416.52-20	30.03		
			003588		11/26/2019	101-1035-416.52-20	18.98		
							228.27	*	228.27
9341	3314	FINDLAY MOTOR COMPANY	003548		11/26/2019	503-4720-475.31-90	77.98		
							77.98	*	77.98
9342	1	FORD, D'LORAH	UT		11/26/2019	501-0000-211.00-00	230.63		
							230.63	*	230.63
9343	1296	FRONTIER	003663		11/26/2019	101-5772-452.52-10	134.63		
			003664		11/26/2019	510-4410-405.52-10	85.32		
							219.95	*	219.95

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9344	3568	GALAXY CO.	003109		11/26/2019	507-5762-454.61-06	33.99		
			003110		11/26/2019	101-5772-452.60-40	179.29		
							213.28	*	213.28
9345	3796	GOLDEN VALLEY CABLE & COM	003105		11/26/2019	101-5772-452.52-10	144.49		
			003106		11/26/2019	507-5761-453.52-10	100.00		
			003107		11/26/2019	101-5774-452.52-10	85.00		
			003108		11/26/2019	507-5762-454.52-10	100.00		
							429.49	*	429.49
9346	324	GRAINGER PART OPERATIONS	003274		11/26/2019	510-4410-405.43-01	24.48		
							24.48	*	24.48
9347	3451	GREENS DISTRIBUTION LLC.	003340		11/26/2019	580-4750-473.60-55	783.45		
			003341		11/26/2019	580-4750-473.60-55	72.32		
			003342		11/26/2019	580-4750-473.60-55	366.35		
			003495		11/26/2019	503-4720-475.43-02	25.86		
							1,247.98	*	1,247.98
9348	1153	H.J. ARNETT INDUSTRIES, L	003267		11/26/2019	580-4750-473.61-21	154.62		
							154.62	*	154.62
9349	2612	HARDWARE EXPRESS INCORP.	003125		11/26/2019	101-3010-431.60-12	51.93		
			003126		11/26/2019	580-4750-473.60-55	18.42		
			003127		11/26/2019	101-5770-452.43-02	47.06		
			003128		11/26/2019	206-5771-452.43-18	11.85		
			003129		11/26/2019	101-5772-452.43-18	2.04		
			003130		11/26/2019	101-5772-452.43-18	4.08		
			003131		11/26/2019	101-5772-452.43-18	25.57		
			003132		11/26/2019	507-5761-453.43-04	8.11		
			003133		11/26/2019	507-5761-453.43-04	5.65		
			003134		11/26/2019	507-5761-453.61-12	38.86		
			003135		11/26/2019	507-5761-453.61-12	25.46		
			003275		11/26/2019	503-4720-475.43-02	38.43		
			003276		11/26/2019	503-4720-475.43-14	22.70		
			003277		11/26/2019	503-4720-475.43-02	28.49		
			003345		11/26/2019	502-4710-471.43-57	53.21		
			003496		11/26/2019	101-2020-423.43-04	8.91		
			003497		11/26/2019	511-3021-432.43-26	9.20		
			003498		11/26/2019	511-3021-432.43-26	4.09		
			003499		11/26/2019	511-3021-432.43-26	4.20		
			003500		11/26/2019	511-3021-432.43-36	10.23		
			003501		11/26/2019	101-3010-431.43-02	2.56		
			003502		11/26/2019	101-3010-431.61-05	12.26		
			003503		11/26/2019	101-3010-431.61-05	8.15		
			003504		11/26/2019	101-3010-431.43-57	6.14		
			003505		11/26/2019	101-3010-431.43-02	17.40		
			003506		11/26/2019	101-3010-431.60-12	38.87		
			003507		11/26/2019	503-4720-475.43-02	12.68		
			003508		11/26/2019	503-4720-475.43-02	13.30		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9349	2612	HARDWARE EXPRESS INCORP.					529.85	*	529.85
9350	666	HELENA AGRI-ENT.,LLC	003299		11/26/2019	507-5761-453.61-08	4,374.65		
							4,374.65	*	4,374.65
9351	1537	IIMC	003509		11/26/2019	101-1030-414.56-00	195.00		
							195.00	*	195.00
9352	1	JANIS SIMMONS	003510		11/26/2019	101-0000-204.68-00	833.26		
							833.26	*	833.26
9353	2390	JAVELINA TRADING COMPANY	003111		11/26/2019	511-3020-432.43-57	194.52		
							194.52	*	194.52
9354	2334	KERN TURF SUPPLY INC.	003589		11/26/2019	101-5772-452.61-12	446.45		
							446.45	*	446.45
9355	3594	KIMBALL MIDWEST	003590		11/26/2019	511-3020-432.43-57	558.20		
							558.20	*	558.20
9356	3872	KIRBY BUILT	003547		11/26/2019	239-4730-472.60-00	1,991.52		
							1,991.52	*	1,991.52
9357	1	LOUIS FREESE	003494		11/26/2019	101-0000-204.73-00	228.83		
							228.83	*	228.83
9358	3445	LOW COST SPAY/NEUTER CLIN	003318		11/26/2019	101-0000-204.06-00	590.00		
							590.00	*	590.00
9359	3283	LOWE'S	003511		11/26/2019	101-3010-431.60-11	229.33		
			003512		11/26/2019	101-3010-431.43-57	233.86		
			003513		11/26/2019	580-4750-473.54-62	772.84		
			003514		11/26/2019	580-4750-473.54-62	1,139.84		
			003515		11/26/2019	580-4750-473.54-62	1,841.59		
			003528		11/26/2019	510-4410-405.43-01	189.21		
							4,406.67	*	4,406.67
9360	1	MALETIN, ZARKO	UT		11/26/2019	501-0000-211.00-00	56.96		
							56.96	*	56.96
9361	2189	MOHAVE ENVIRONMENTAL LAB	003112		11/26/2019	580-4750-473.31-20	60.00		
							60.00	*	60.00
9362	3871	MOHAVE LOCK AND SAFE, LLC	003297		11/26/2019	507-5762-454.43-08	59.00		
							59.00	*	59.00
9363	3337	MOJAVE DESERT & MOUNTAIN	003549		11/26/2019	101-4730-472.56-02	3,507.00		
							3,507.00	*	3,507.00
9364	178	NAPA AUTO PARTS	003136		11/26/2019	507-5761-453.43-04	112.56		

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9364	178	NAPA AUTO PARTS	003137		11/26/2019	507-5761-453.43-04	15.05		
			003138		11/26/2019	507-5761-453.43-04	15.61		
			003139		11/26/2019	511-3021-432.43-27	30.27		
			003140		11/26/2019	511-3020-432.43-57	19.92		
			003141		11/26/2019	511-3020-432.61-28	26.81		
			003142		11/26/2019	511-3021-432.43-26	88.87		
			003143		11/26/2019	511-3021-432.43-26	71.56		
			003144		11/26/2019	511-3021-432.43-26	226.22		
			003170		11/26/2019	580-4750-473.60-55	45.63		
			003278		11/26/2019	507-5762-454.60-16	45.52		
			003301		11/26/2019	507-5761-453.43-04	17.75		
			003343		11/26/2019	580-4750-473.60-55	72.32		
			003516		11/26/2019	101-5772-452.43-04	2.37		
			003517		11/26/2019	206-5771-452.43-18	1.52		
			003518		11/26/2019	507-5761-453.43-04	8.50		
			003519		11/26/2019	511-3021-432.43-38	88.16		
			003520		11/26/2019	511-3021-432.43-26	120.60		
			003521		11/26/2019	511-3021-432.43-38	5.38		
			003522		11/26/2019	511-3020-432.43-57	6.45		
			003523		11/26/2019	511-3021-432.43-26	111.34		
			003524		11/26/2019	511-3020-432.61-28	30.16		
			003525		11/26/2019	511-3021-432.43-26	32.33-		
			003526		11/26/2019	511-3021-432.43-36	7.36		
			003527		11/26/2019	511-3021-432.43-26	125.36		
			003617		11/26/2019	507-5761-453.43-04	61.87		
							1,324.83	*	1,324.83
9365	207	NEEDLES SENIOR CITIZENS	003103		11/26/2019	520-4740-462.52-12	73.59		
			003104		11/26/2019	521-4740-462.52-12	37.90		
							111.49	*	111.49
9366	218	NEWS WEST PUBLISHING CO.	003114		11/26/2019	101-5772-452.72-18	89.74		
			003115		11/26/2019	502-4710-471.53-00	17.59		
			003116		11/26/2019	503-4720-475.53-00	17.59		
			003117		11/26/2019	580-4750-473.53-00	17.60		
			003529		11/26/2019	101-2020-423.53-00	159.50		
			003531		11/26/2019	502-4710-471.53-00	2.15		
			003533		11/26/2019	101-1025-415.53-00	50.14		
			003534		11/26/2019	101-1030-414.53-00	63.34		
			003535		11/26/2019	101-1030-414.53-00	87.10		
			003536		11/26/2019	101-1035-416.31-09	84.46		
			003546		11/26/2019	101-0000-204.97-00	87.10		
			003593		11/26/2019	101-5772-452.43-18	65.50		
							741.81	*	741.81
9367	1786	NPUA							VOIDED
9368	1786	NPUA	003145		11/26/2019	101-5772-452.41-10	223.12		
			003146		11/26/2019	101-5772-452.41-10	96.52		
			003147		11/26/2019	101-5772-452.41-10	169.02		
			003148		11/26/2019	101-5772-452.41-20	80.79		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
9368	1786	NPUA	003149		11/26/2019	101-5772-452.41-20	44.08	
			003150		11/26/2019	101-5772-452.41-20	40.71	
			003151		11/26/2019	101-5772-452.41-20	220.92	
			003152		11/26/2019	101-5772-452.41-10	30.03	
			003153		11/26/2019	101-5772-452.41-20	664.94	
			003154		11/26/2019	101-5772-452.41-20	202.26	
			003155		11/26/2019	101-5772-452.41-30	72.50	
			003156		11/26/2019	580-4750-473.41-11	2,439.46	
			003157		11/26/2019	580-4750-473.41-11	29.26	
			003158		11/26/2019	206-5771-452.41-10	32.09	
			003159		11/26/2019	206-5771-452.41-20	4,905.62	
			003160		11/26/2019	206-5771-452.41-30	72.50	
			003161		11/26/2019	101-5773-452.41-10	46.91	
			003162		11/26/2019	502-4710-471.41-10	55.97	
			003163		11/26/2019	502-4710-471.41-10	30.32	
			003164		11/26/2019	502-4710-471.41-10	2,793.34	
			003165		11/26/2019	507-5762-454.41-10	105.76	
			003166		11/26/2019	580-4750-473.41-11	29.26	
			003167		11/26/2019	101-3010-431.41-10	43.81	
			003168		11/26/2019	101-3010-431.41-10	999.26	
			003169		11/26/2019	101-3010-431.41-10	510.28	
			003322		11/26/2019	503-4720-475.41-10	54.53	
			003323		11/26/2019	503-4720-475.41-20	40.71	
			003324		11/26/2019	580-4750-473.41-11	36.94	
			003325		11/26/2019	502-4710-471.41-10	7,641.83	
			003326		11/26/2019	502-4710-471.41-10	30.41	
			003327		11/26/2019	503-4720-475.41-10	31.59	
			003328		11/26/2019	503-4720-475.41-10	39.60	
			003329		11/26/2019	503-4720-475.41-20	42.53	
			003330		11/26/2019	580-4750-473.41-20	40.71	
			003331		11/26/2019	580-4750-473.41-11	51.09	
			003332		11/26/2019	507-5762-454.41-10	139.39	
			003333		11/26/2019	507-5762-454.41-12	1,407.15	
			003334		11/26/2019	580-4750-473.41-11	39.86	
			003335		11/26/2019	580-4750-473.41-11	29.26	
			003336		11/26/2019	580-4750-473.41-11	32.00	
			003337		11/26/2019	580-4750-473.41-11	59.35	
			003338		11/26/2019	580-4750-473.41-11	60.04	
			003346		11/26/2019	502-4710-471.41-10	32.55	
			003537		11/26/2019	580-4750-473.41-11	30.60	
			003538		11/26/2019	580-4750-473.41-11	56.64	
			003539		11/26/2019	580-4750-473.41-11	38.15	
			003540		11/26/2019	502-4710-471.41-10	44.81	
			003594		11/26/2019	101-5772-452.41-10	69.59	
			003595		11/26/2019	101-5772-452.41-10	56.41	
			003596		11/26/2019	101-5772-452.41-10	215.26	
			003597		11/26/2019	101-5772-452.41-20	53.16	
			003598		11/26/2019	507-5761-453.41-20	12,333.48	
			003599		11/26/2019	507-5761-453.41-20	76.50	
			003600		11/26/2019	507-5761-453.41-20	41.30	

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9368	1786	NPUA	003601		11/26/2019	507-5761-453.41-20	45.08		
			003602		11/26/2019	101-5772-452.41-20	1,197.99		
			003603		11/26/2019	101-5772-452.41-10	274.36		
			003604		11/26/2019	101-5772-452.41-10	42.46		
			003605		11/26/2019	101-5772-452.41-20	207.40		
			003606		11/26/2019	101-5772-452.41-10	30.33		
			003607		11/26/2019	101-5772-452.41-20	650.56		
			003608		11/26/2019	101-5772-452.41-10	60.75		
			003609		11/26/2019	101-5772-452.41-20	199.17		
			003610		11/26/2019	101-5772-452.41-20	712.10		
			003611		11/26/2019	101-5772-452.41-10	583.34		
			003612		11/26/2019	101-5772-452.41-10	53.77		
			003613		11/26/2019	101-5772-452.41-20	734.05		
			003614		11/26/2019	101-1070-410.41-10	667.64		
			003615		11/26/2019	101-1070-410.41-20	289.52		
			003616		11/26/2019	101-1070-410.41-30	72.50		
							42,585.19	*	42,585.19
9369	3324	OFFICE EXPRESS	003118		11/26/2019	580-4750-473.61-02	65.06		
			003541		11/26/2019	508-4810-478.61-34	41.84		
			003542		11/26/2019	101-1020-413.61-01	32.68		
			003543		11/26/2019	206-5771-452.61-01	9.46		
			003544		11/26/2019	101-2030-423.61-01	13.95		
			003545		11/26/2019	101-1030-414.61-31	57.21		
							220.20	*	220.20
9370	3315	ONLINE INFORMATION SERVIC	003311		11/26/2019	508-4810-478.31-46	105.60		
			003312		11/26/2019	508-4810-478.31-46	9.29		
							114.89	*	114.89
9371	3866	PLACEWORKS	003551		11/26/2019	101-1035-416.31-09	2,225.00		
							2,225.00	*	2,225.00
9372	15	QUILL CORP.	003171		11/26/2019	510-4410-405.61-01	130.82		
			003172		11/26/2019	101-1025-415.61-01	28.00		
			003173		11/26/2019	508-4810-478.61-01	73.26		
			003174		11/26/2019	510-4410-405.61-31	124.97		
			003175		11/26/2019	101-1025-415.61-01	224.06		
			003176		11/26/2019	510-4410-405.61-01	72.99		
			003177		11/26/2019	508-4810-478.61-01	9.68-		
			003178		11/26/2019	510-4410-405.49-15	29.57-		
			003203		11/26/2019	510-4410-405.61-01	28.83		
			003204		11/26/2019	510-4410-405.49-15	9.69		
			003279		11/26/2019	508-4810-478.61-01	9.68		
			003280		11/26/2019	508-4810-478.61-01	299.38		
			003281		11/26/2019	510-4410-405.61-06	60.33		
			003282		11/26/2019	510-4410-405.61-01	180.99		
			003283		11/26/2019	510-4410-405.61-31	57.10		
			003285		11/26/2019	510-4410-405.61-06	13.41		
			003286		11/26/2019	510-4410-405.61-01	16.15		

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9372	15	QUILL CORP.	003287		11/26/2019	510-4410-405.61-01	9.68		
							1,300.09	*	1,300.09
9373	818	R & R PRODUCTS INC.	003121		11/26/2019	507-5761-453.43-17	225.63		
			003122		11/26/2019	507-5761-453.43-04	88.77		
			003123		11/26/2019	507-5761-453.43-04	135.64		
			003124		11/26/2019	507-5761-453.61-12	48.48		
			003300		11/26/2019	507-5761-453.43-04	40.02		
			003557		11/26/2019	507-5761-453.43-04	210.10		
			003558		11/26/2019	507-5761-453.43-04	91.79		
			003618		11/26/2019	507-5761-453.43-04	438.65		
							1,279.08	*	1,279.08
9374	2861	REINKE A/C CORP.	003120		11/26/2019	510-4410-405.43-01	355.00		
							355.00	*	355.00
9375	309	REPUBLIC SERVICES #78	003561		11/26/2019	503-4720-475.59-18	1,182.75		
							1,182.75	*	1,182.75
9376	255	RIVER VALLEY AIR CONDITIO	003552		11/26/2019	503-4720-475.43-02	524.00		
			003553		11/26/2019	580-4750-473.54-62	7,100.00		
			003554		11/26/2019	507-5762-454.43-08	2,831.00		
			003555		11/26/2019	507-5762-454.43-08	1,023.00		
			003556		11/26/2019	580-4750-473.54-62	7,200.00		
							18,678.00	*	18,678.00
9377	3860	RMT EQUIPMENT	003559		11/26/2019	507-5761-453.43-04	1,116.69		
			003560		11/26/2019	507-5761-453.43-04	1,102.71		
							2,219.40	*	2,219.40
9378	258	ROBERT S. LYNCH	003530		11/26/2019	580-4750-473.31-50	19.89		
							19.89	*	19.89
9379	591	ROBINSON ELECTRIC CO. INC	003310		11/26/2019	101-5772-452.43-18	480.44		
							480.44	*	480.44
9380	3361	S.B.COUNTY SHERIFF'S DEPA	003563		11/26/2019	101-2010-421.31-80	205,995.00		
							205,995.00	*	205,995.00
9381	1186	SAFETY-KLEEN CORP.	003562		11/26/2019	507-5761-453.59-55	215.50		
							215.50	*	215.50
9382	2589	SAN BERNARDINO COUNTY	003645		11/26/2019	101-2020-423.62-00	44.65		
			003646		11/26/2019	101-2025-424.62-00	126.03		
			003647		11/26/2019	101-2030-423.62-00	288.95		
			003648		11/26/2019	101-3010-431.62-00	1,977.72		
			003649		11/26/2019	101-4730-472.62-00	502.67		
			003650		11/26/2019	101-5772-452.62-00	572.21		
			003651		11/26/2019	206-5771-452.62-00	276.39		
			003652		11/26/2019	502-4710-471.62-00	1,098.10		

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9382	2589	SAN BERNARDINO COUNTY	003653		11/26/2019	503-4720-475.62-00	410.13		
			003654		11/26/2019	507-5761-453.62-00	1,030.41		
			003655		11/26/2019	508-4810-478.62-00	504.34		
			003656		11/26/2019	580-4750-473.62-00	2,026.38		
							8,857.98	*	8,857.98
9383	1733	SAN BERNARDINO COUNTY REC	003181		11/26/2019	101-0000-204.54-00	3.00		
			003288		11/26/2019	101-0000-204.54-00	3.00-		
			003569		11/26/2019	101-0000-204.03-01	60.00		
							60.00	*	60.00
9384	2951	SIMON FAMILY ENTERPRISES	PI0064	020031	11/26/2019	503-4720-475.31-90	9,570.00		
							9,570.00	*	9,570.00
9385	3344	SLOVAK BARON EMPEY MURPHY	003633		11/26/2019	101-1015-412.31-50	2,135.40		
			003634		11/26/2019	101-2030-423.31-50	4,504.93		
			003635		11/26/2019	101-0000-204.97-00	587.60		
			003636		11/26/2019	101-2030-423.31-50	444.00		
			003637		11/26/2019	101-2030-423.31-50	2,476.60		
			003638		11/26/2019	502-4710-471.31-50	1,933.34		
			003639		11/26/2019	503-4720-475.31-50	1,933.33		
			003640		11/26/2019	580-4750-473.31-50	1,933.33		
			003641		11/26/2019	101-1015-412.31-50	5,904.60		
			003642		11/26/2019	502-4710-471.31-50	102.95		
			003643		11/26/2019	503-4720-475.31-50	102.95		
			003644		11/26/2019	580-4750-473.31-50	102.95		
							22,161.98	*	22,161.98
9386	281	SMART & FINAL CORP.	003179		11/26/2019	101-5774-452.60-24	49.73		
			003180		11/26/2019	101-5774-452.61-06	137.67		
							187.40	*	187.40
9387	284	SOUTHWEST GAS CORP.	003315		11/26/2019	507-5761-453.41-50	31.25		
			003316		11/26/2019	510-4410-405.41-60	32.28		
			003317		11/26/2019	101-3010-431.41-60	21.14		
							84.67	*	84.67
9388	3631	STOTZ EQUIPMENT	003302		11/26/2019	507-5761-453.43-04	56.84		
							56.84	*	56.84
9389	1	STRONG, JEFFREY	UT		11/26/2019	501-0000-211.00-00	112.29		
							112.29	*	112.29
9390	3483	SWRCB ACCOUNTING OFFICE	003665		11/26/2019	503-4720-475.69-03	31,217.00		
			003666		11/26/2019	503-4720-475.69-03	2,625.00		
			003667		11/26/2019	502-4710-471.57-00	624.00		
							34,466.00	*	34,466.00
9391	3693	TRI STATE COMMUNITY HEALT	003289		11/26/2019	101-2020-423.61-04	150.00		
			003298		11/26/2019	507-5761-453.31-20	150.00		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9391	3693	TRI STATE COMMUNITY HEALT	003321		11/26/2019	502-4710-471.31-20	150.00		
							450.00	*	450.00
9392	3266	TRI STATE TOOL REPAIR	003570		11/26/2019	101-3010-431.43-57	265.78		
							265.78	*	265.78
9393	772	TRI-STATE BUILDING MATERI	003619		11/26/2019	101-5772-452.43-18	11.37		
							11.37	*	11.37
9394	2798	U.S. DEPARTMENT OF ENERGY	003201		11/26/2019	580-4750-473.63-10	9,870.90		
			003571		11/26/2019	580-4750-473.63-10	6,662.70		
			003572		11/26/2019	580-4750-473.63-10	3,693.86		
							20,227.46	*	20,227.46
9395	3272	ULINE	003290		11/26/2019	239-4730-472.60-00	270.81		
							270.81	*	270.81
9396	3825	ULTRA PEST CONTROL, LLC	003573		11/26/2019	101-5774-452.43-18	45.00		
							45.00	*	45.00
9397	315	UNDERGROUND SERVICE ALERT	003657		11/26/2019	502-4710-471.43-04	28.63		
			003658		11/26/2019	580-4750-473.49-14	28.64		
			003659		11/26/2019	503-4720-475.49-14	28.63		
			003660		11/26/2019	502-4710-471.43-04	9.03		
			003661		11/26/2019	580-4750-473.49-14	9.04		
			003662		11/26/2019	503-4720-475.49-14	9.03		
							113.00	*	113.00
9398	3830	UNIFIRST CORPORATION	003184		11/26/2019	507-5762-454.61-06	7.00		
			003185		11/26/2019	502-4710-471.61-04	26.52		
			003186		11/26/2019	101-3010-431.61-04	75.05		
			003187		11/26/2019	503-4720-475.61-04	11.04		
			003188		11/26/2019	580-4750-473.61-04	102.36		
			003189		11/26/2019	580-4750-473.61-04	97.95		
			003190		11/26/2019	580-4750-473.61-04	97.95		
			003191		11/26/2019	101-5774-452.61-06	7.00		
			003293		11/26/2019	502-4710-471.61-04	32.13		
			003294		11/26/2019	507-5762-454.61-06	7.00		
			003295		11/26/2019	508-4810-478.61-04	9.77		
			003303		11/26/2019	507-5761-453.61-04	36.74		
			003304		11/26/2019	101-5772-452.61-04	30.06		
			003305		11/26/2019	507-5761-453.61-04	42.47		
			003306		11/26/2019	101-5772-452.61-04	29.39		
			003307		11/26/2019	507-5761-453.61-04	36.74		
			003309		11/26/2019	101-5772-452.61-04	30.06		
			003339		11/26/2019	580-4750-473.61-04	97.95		
			003576		11/26/2019	507-5762-454.61-06	7.00		
			003577		11/26/2019	507-5762-454.61-06	7.00		
			003578		11/26/2019	511-3020-432.61-04	79.25		
			003579		11/26/2019	101-3010-431.61-04	80.52		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9398	3830	UNIFIRST CORPORATION	003580		11/26/2019	101-5774-452.61-06	7.00		
			003581		11/26/2019	101-5774-452.61-06	7.00		
			003582		11/26/2019	503-4720-475.61-04	81.80		
			003583		11/26/2019	502-4710-471.61-04	32.13		
			003591		11/26/2019	507-5761-453.61-04	42.61		
			003592		11/26/2019	101-5772-452.61-04	29.25		
							1,150.74	*	1,150.74
9399	3571	URBAN FUTURES, INC.	003574		11/26/2019	270-4631-463.31-50	3,555.00		
							3,555.00	*	3,555.00
9400	761	USA BLUE BOOK INC.	003291		11/26/2019	502-4710-471.61-21	212.14		
			003292		11/26/2019	502-4710-471.61-21	174.43		
			003575		11/26/2019	503-4720-475.43-02	152.18		
							538.75	*	538.75
9401	1741	V & L LASER LLC	003192		11/26/2019	506-4713-477.61-01	89.00		
			003193		11/26/2019	580-4750-473.61-02	53.00		
			003194		11/26/2019	101-2025-424.61-02	279.00		
			003620		11/26/2019	101-1025-415.61-02	89.00		
							510.00	*	510.00
9402	2469	VERIZON WIRELESS	003197		11/26/2019	101-2020-423.52-10	29.78		
			003314		11/26/2019	580-4750-473.52-10	35.21		
							64.99	*	64.99
9403	3528	WESTERN ENVIRONMENTAL TES	003195		11/26/2019	502-4710-471.59-75	251.80		
			003296		11/26/2019	503-4720-475.59-75	143.00		
			003621		11/26/2019	503-4720-475.59-75	143.00		
			003622		11/26/2019	502-4710-471.59-75	100.00		
			003623		11/26/2019	503-4720-475.59-75	293.00		
							930.80	*	930.80
9404	1023	XEROX	003624		11/26/2019	101-1020-413.70-01	35.89		
			003625		11/26/2019	101-1025-415.70-01	35.89		
			003626		11/26/2019	101-1030-414.70-01	57.43		
			003627		11/26/2019	101-1035-416.70-01	35.89		
			003628		11/26/2019	101-1040-417.70-01	35.89		
			003629		11/26/2019	101-2025-424.70-01	35.89		
			003630		11/26/2019	101-2030-423.70-01	35.89		
			003631		11/26/2019	101-3010-431.70-01	14.36		
			003632		11/26/2019	510-4410-405.70-01	71.81		
							358.94	*	358.94
9405	3828	3D-NETWORKS LLC	003182		11/26/2019	509-4910-479.52-13	869.50		
			003183		11/26/2019	509-4910-479.31-90	1,975.00		
			003313		11/26/2019	509-4910-479.31-90	1,275.00		
							4,119.50	*	4,119.50
						BANK/CHECK TOTAL	1,329,149.52		1,329,149.52

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
						ALL BANKS/CHECKS TOTAL	1,329,149.52	1,329,149.52

CITY OF NEEDLES CITY COUNCIL

WARRANT SUMMARY TOTALS FOR DECEMBER 10 , 2019

		DEPT. AMT.	FUND AMT.	10-Dec	19-20 BUDGET
FUND 101	GENERAL FUND	$ 9,218.74			
101.1015.412	CITY ATTORNEY	$ -		$ 5,800.00	$85,000
101.1020.413	CITY MANAGER	$ 393.10		$ 22,049.37	$171,333
101.1025.415	FINANCE DEPT.	$ 272.04		$ 52,324.20	$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 834.62		$ 10,598.70	$131,018
101.1035.416	PLANNING /ZONING	$ 9,053.75		$ 27,359.77	$195,144
101.1040.417	ENGINEERING	$ 2,115.80		$ 21,785.41	$151,111
101.1060.410	COMMUNITY PROMOTIONS	$ -		$ 2,465.70	$60,250
101.1070.410	SENIOR CENTER	$ 170.00		$ 148,324.55	$1,262,304
101.2010.421	SHERIFF	$ -		$ 411,250.97	$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL	$ 738.47		$ 33,639.86	$168,809
101.2025.424	BULDING & SAFETY	$ 202.13		$ 41,389.87	$307,623
101.2030.423	CODE ENFORCEMENT	$ 472.98		$ 48,223.78	$3,554,200
101.3010.431	PUBLIC WORKS	$ 1,789.72		$ 73,446.76	$509,766
101.4730.472	SANITATION	$ -		$ 22,827.87	$129,447
101.5770.452.	AQUATICS	$ 2,880.66		$ 53,308.24	$166,174
101.5772.452	PARKS	$ 4,248.68		$ 45,249.28	$353,744
101.5773.452	JACK SMITH PARK MARINA	$ -		$ 24,237.53	$111,501
101.5774.452	RECREATION	$ 1,470.90		$ 43,700.90	$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 33,861.59	$ 1,021,199.61	$6,820,004
FUND 205	CDBG		$ -	$ -	$0
FUND 206	CEMETERY		$ 3,537.69	$ 9,365.03	$123,773
FUND 209	NARCOTICS FORFEITURE		$ -	$ -	$9,778
FUND 210	SPECIAL GAS TAX		$ -	$ 23,536.00	$226,898
FUND 212	AIR QUALITY (MDAQD)		$ -	$ -	$0
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ 80,000.00	$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ -	$ 6,108.86	$220,000
FUND 235	INTERSTATE COMM/I40 J ST.		$ -	$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ 425.00	$5,000
FUND 240	EL GARCES INTERMODAL		$ -	$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ -	$0
FUND 270	REDEVELOPMENT AGENCY		$ -	$ 160,347.08	$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$0
FUND 501	NPUA		$ -	$ 1,269,644.64	$12,449,567
FUND 502	WATER DEPARTMENT		$ 11,074.71	$ 214,814.82	$1,665,186
FUND 503	WASTEWATER DEPARTMENT		$ 8,300.01	$ 161,688.53	$1,067,861
FUND 505	SANITATION		$ 79,674.52	$ 123,320.95	$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		$ 247.58	$ 9,554.97	$762,261
FUND 507	GOLF FUND	0			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ 18,991.74	$ -	$ 77,582.79	$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ 811.03		$ 113,808.79	$272,443
FUND 507	GOLF FUND TOTAL		$ 19,802.77		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 1,207.37	$ 153,552.42	$543,012
FUND 509	MIS		$ 4,768.25	$ 17,782.88	$169,000
FUND 510	ADMIN. FACILITY		$ 4,341.41	$ 27,051.86	$175,703
FUND 511	FLEET MANAGEMENT		$ 828.99	$ 20,387.83	$261,552
FUND 512	VEHICLE REPLACEMENT		$ -	$ 63,288.83	$254,518
FUND 520	SR DIAL A RIDE		$ 5,760.69	$ 7,006.52	$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ 3,701.76	$ 3,515.46	$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ 31,957.95	$ 43,679.93	$383,487
FUND 580	ELECTRIC		$ 65,676.03	$ 875,584.40	$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC		$ 6,000.00	$ -	$0
FUND 582	NPUA CAPITAL WATER			$ -	$0
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$0
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ -	$0
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ -	$0
TOTAL	ALL FUNDS & DEPARTMENTS		$ 280,741.32	$ 4,483,247.20	$33,978,876

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

Rick 12/3

Rick Daniels, City Manager — Date

Sylvia Miledi 12/3/19

Sylvia Miledi, Director of Finance — Date

Kippy Poulson 12/2/19

Kippy Poulson, City Treasurer — Date

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
9434	3773	00	ACE LOCK AND KEY SERVICE	12/10/2019	147.51	.00
9435	3656	00	ADVANCED ANIMAL CARE	12/10/2019	32.80	.00
9436	3305	00	AGUA CALIENTE	12/10/2019	18,200.00	.00
9437	2629	00	BARON PEST CONTROL	12/10/2019	85.00	.00
9438	3803	00	BARON SECURITY SOLUTIONS	12/10/2019	75.00	.00
9439	3808	00	HATZ, BERNARD	12/10/2019	337.90	.00
9440	480	00	BEST BEST & KRIEGER LLP	12/10/2019	284.00	.00
9441	454	00	BINGHAM EQUIPMENT COMPANY	12/10/2019	753.24	.00
9442	3313	00	BLUE RIVER WATER CORP.	12/10/2019	25.25	.00
9443	3479	00	BBSW	12/10/2019	248.00	.00
9444	3874	00	B3 BACKFLOW, INC	12/10/2019	2,720.00	.00
9445	3485	00	CAL/ACT	12/10/2019	535.00	.00
9446	3727	00	CALIF ASSOC OF CODE ENFORCEMENT OFC	12/10/2019	86.00	.00
9447	2403	00	CDW GOVERNMENT INC.	12/10/2019	731.77	.00
9448	2590	00	COLORADO RIVER PLUMBING INC.	12/10/2019	286.00	.00
9449	1973	00	CONTINENTAL RESEARCH CORP.	12/10/2019	791.36	.00
9450	440	00	DECO FOODSERVICE INCORP.	12/10/2019	75.47	.00
9451	440	00	DECO FOODSERVICE INCORP.	12/10/2019	730.31	.00
9452	3580	00	DIAMOND PURE WATER	12/10/2019	37.00	.00
9453	501	00	DOI-BOR-REGION: LOWER COLORADO	12/10/2019	25,961.91	.00
9454	2884	00	DUSTY'S FILTER SERVICE	12/10/2019	199.37	.00
9455	2974	00	ECONOMIC DEV. JOURNAL OF MOHAVE CO.	12/10/2019	595.00	.00
9456	3682	00	EPIC ENGINEERING	12/10/2019	14,481.38	.00
9457	615	00	FEDEX	12/10/2019	77.70	.00
9458	1296	00	FRONTIER	12/10/2019	220.00	.00
9459	633	00	GEMPLER'S INC.	12/10/2019	103.31	.00
9460	3796	00	GOLDEN VALLEY CABLE & COMM INC.	12/10/2019	738.24	.00
9461	3451	00	GREENS DISTRIBUTION LLC.	12/10/2019	963.25	.00
9462	2612	00	HARDWARE EXPRESS INCORP.	12/10/2019	572.92	.00
9463	2334	00	KERN TURF SUPPLY INC.	12/10/2019	3,269.55	.00
9464	2691	00	LAYNE CHRISTENSEN COMPANY	12/10/2019	13,819.33	.00
9465	1	00	LINDA MELCHER	12/10/2019	22.00	.00
9466	178	00	BIG O TIRES & AUTO PARTS	12/10/2019	860.04	.00
9467	199	00	NEEDLES GLASS & MIRROR CO.	12/10/2019	520.23	.00
9468	218	00	NEWS WEST PUBLISHING CO.	12/10/2019	52.78	.00
9469	1786	00	NPUA	12/10/2019	VOID	
9470	1786	00	NPUA	12/10/2019	34,297.38	.00
9471	3324	00	OFFICE EXPRESS	12/10/2019	715.10	.00
9472	3798	00	ONSOLVE LLC	12/10/2019	5,000.00	.00
9473	147	00	PING INC.	12/10/2019	140.56	.00
9474	15	00	QUILL CORP.	12/10/2019	242.57	.00
9475	818	00	R & R PRODUCTS INC.	12/10/2019	254.43	.00
9476	309	00	REPUBLIC SERVICES #785	12/10/2019	79,674.52	.00
9477	3558	00	DANIELS, RICK	12/10/2019	393.10	.00
9478	3616	00	RICOH USA, INC.	12/10/2019	566.73	.00
9479	3437	00	SIGNS BY SUNDOWN	12/10/2019	195.00	.00
9480	2951	00	SIMON FAMILY ENTERPRISES INC.	12/10/2019	6,000.00	.00
9481	779	00	THATCHER COMPANY	12/10/2019	1,703.03	.00
9482	3832	00	TIM TERRAL	12/10/2019	102.85	.00
9483	3395	00	TKO DISTRIBUTION LLC	12/10/2019	131.22	.00
9484	3873	00	TRANSPORTATION CONCEPTS	12/10/2019	40,885.40	.00

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
9485	3693	00	TRI STATE COMMUNITY HEALTHCARE CTR.	12/10/2019	150.00	.00
9486	3266	00	TRI STATE TOOL REPAIR	12/10/2019	45.50	.00
9487	2798	00	U.S. DEPARTMENT OF ENERGY	12/10/2019	11,930.77	.00
9488	3830	00	UNIFIRST CORPORATION	12/10/2019	566.73	.00
9489	318	00	UPS	12/10/2019	116.00	.00
9490	1741	00	V & L LASER LLC	12/10/2019	763.00	.00
9491	2469	00	VERIZON WIRELESS	12/10/2019	39.15	.00
9492	3214	00	WESTERN ELEC.COORDINATING COUNCIL	12/10/2019	1,913.00	.00
9493	3528	00	WESTERN ENVIRONMENTAL TESTING LAB.	12/10/2019	143.00	.00
9494	1023	00	XEROX	12/10/2019	200.48	.00
9495	3842	00	XIO, INC.	12/10/2019	113.00	.00
9496	3780	00	ZIA ELECTRICAL PRODUCTS	12/10/2019	966.68	.00
9497	1293	00	ZUBRICK T-SHIRTS	12/10/2019	309.00	.00
9498	3828	00	3D-NETWORKS L.L.C.	12/10/2019	4,544.50	.00

NUMBER OF CHECKS 65 GRAND TOTAL 280,741.32

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9434	3773	ACE LOCK AND KEY SERVICE	003882		12/10/2019	503-4720-475.43-02	147.51		
							147.51	*	147.51
9435	3656	ADVANCED ANIMAL CARE	003748		12/10/2019	101-0000-204.06-00	32.80		
							32.80	*	32.80
9436	3305	AGUA CALIENTE	003983		12/10/2019	580-4750-473.63-10	18,200.00		
							18,200.00	*	18,200.00
9437	2629	BARON PEST CONTROL	003751		12/10/2019	510-4410-405.43-01	85.00		
							85.00	*	85.00
9438	3803	BARON SECURITY SOLUTIONS	003749		12/10/2019	503-4720-475.43-02	75.00		
							75.00	*	75.00
9439	3808	BERNARD J. HATZ	003758		12/10/2019	101-2030-423.55-00	337.90		
							337.90	*	337.90
9440	480	BEST BEST & KRIEGER LLP	003800		12/10/2019	101-1025-415.31-50	104.00		
			003801		12/10/2019	506-4713-477.31-50	180.00		
							284.00	*	284.00
9441	454	BINGHAM EQUIPMENT COMPANY	003992		12/10/2019	507-5761-453.43-04	753.24		
							753.24	*	753.24
9442	3313	BLUE RIVER WATER CORP.	003747		12/10/2019	507-5761-453.63-00	25.25		
							25.25	*	25.25
9443	3479	BRAUN BLAISING SMITH WYNN	003750		12/10/2019	580-4750-473.31-50	248.00		
							248.00	*	248.00
9444	3874	B3 BACKFLOW, INC	003927		12/10/2019	510-4410-405.41-20	85.00		
			003928		12/10/2019	502-4710-471.60-18	85.00		
			003929		12/10/2019	101-5772-452.41-20	1,275.00		
			003930		12/10/2019	507-5761-453.41-20	85.00		
			003931		12/10/2019	503-4720-475.41-20	595.00		
			003932		12/10/2019	206-5771-452.41-20	85.00		
			003933		12/10/2019	101-5770-452.41-10	255.00		
			003934		12/10/2019	101-5774-452.41-10	85.00		
			003935		12/10/2019	101-1070-410.41-20	170.00		
							2,720.00	*	2,720.00
9445	3485	CAL/ACT	003885		12/10/2019	525-4770-461.56-00	535.00		
							535.00	*	535.00
9446	3727	CALIFORNIA ASSOCIATION	003883		12/10/2019	101-2030-423.31-40	86.00		
							86.00	*	86.00
9447	2403	CDW GOVERNMENT	003977		12/10/2019	101-1030-414.60-01	731.77		
							731.77	*	731.77

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9448	2590	COLORADO RIVER PLUMBING I	003752		12/10/2019	510-4410-405.43-01	286.00		
							286.00	*	286.00
9449	1973	CONTINENTAL RESEARCH CORP	003884		12/10/2019	508-4810-478.61-01	791.36		
							791.36	*	791.36
9450	440	DECO FOODSERVICE INCORP.	003881		12/10/2019	507-5762-454.61-06	75.47		
							75.47	*	75.47
9451	440	DECO FOODSERVICE INCORP.	003753		12/10/2019	101-0000-204.74-00	730.31		
							730.31	*	730.31
9452	3580	DIAMOND PURE WATER	003886		12/10/2019	510-4410-405.61-01	18.00		
			003887		12/10/2019	101-5774-452.61-01	4.50		
			003888		12/10/2019	101-5770-452.61-01	10.00		
			003970		12/10/2019	503-4720-475.43-02	4.50		
							37.00	*	37.00
9453	501	DOI-BOR-REGION: LOWER COL	003906		12/10/2019	580-4750-473.63-10	25,961.91		
							25,961.91	*	25,961.91
9454	2884	DUSTY'S FILTER SERVICE	003889		12/10/2019	511-3021-432.43-26	199.37		
							199.37	*	199.37
9455	2974	ECONOMIC DEV. JOURNAL OF	003754		12/10/2019	507-5762-454.53-00	595.00		
							595.00	*	595.00
9456	3682	EPIC ENGINEERING	003746		12/10/2019	101-1035-416.31-09	700.00		
			003915		12/10/2019	101-1040-417.31-16	1,907.00		
			003916		12/10/2019	101-5770-452.31-90	395.00		
			PI0065	020013	12/10/2019	101-1035-416.31-09	8,045.75		
			003987		12/10/2019	101-0000-204.03-01	150.25		
			003989		12/10/2019	101-0000-204.03-00	605.00		
			003990		12/10/2019	101-0000-204.03-00	180.00		
			004015		12/10/2019	101-0000-204.93-00	2,498.38		
							14,481.38	*	14,481.38
9457	615	FEDEX	004006		12/10/2019	101-1035-416.52-20	40.80		
			004007		12/10/2019	506-4713-477.52-20	36.90		
							77.70	*	77.70
9458	1296	FRONTIER	003988		12/10/2019	510-4410-405.43-31	220.00		
							220.00	*	220.00
9459	633	GEMPLER'S INC.	003991		12/10/2019	507-5761-453.61-04	103.31		
							103.31	*	103.31
9460	3796	GOLDEN VALLEY CABLE & COM	003755		12/10/2019	507-5761-453.52-10	100.00		
			003757		12/10/2019	509-4910-479.52-12	85.00		
			003962		12/10/2019	101-3010-431.52-10	100.00		

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9460	3796	GOLDEN VALLEY CABLE & COM	003973		12/10/2019	101-2020-423.52-10	85.00		
			003974		12/10/2019	509-4910-479.52-12	138.75		
			003975		12/10/2019	503-4720-475.52-10	85.00		
			004003		12/10/2019	101-5772-452.52-10	144.49		
							738.24	*	738.24
9461	3451	GREENS DISTRIBUTION LLC.	003756		12/10/2019	503-4720-475.43-02	437.03		
			003890		12/10/2019	580-4750-473.41-11	102.36		
			003891		12/10/2019	580-4750-473.43-13	343.05		
			004004		12/10/2019	580-4750-473.41-11	80.81		
							963.25	*	963.25
9462	2612	HARDWARE EXPRESS INCORP.	003759		12/10/2019	206-5771-452.43-18	66.53		
			003760		12/10/2019	507-5761-453.61-12	127.93		
			003761		12/10/2019	507-5761-453.61-12	40.93		
			003762		12/10/2019	507-5761-453.43-17	15.33		
			003763		12/10/2019	507-5761-453.43-17	5.11		
			003764		12/10/2019	507-5761-453.43-17	31.71		
			003765		12/10/2019	101-5772-452.61-12	25.48		
			003766		12/10/2019	101-5772-452.43-18	8.91		
			003767		12/10/2019	101-5772-452.43-18	20.43		
			003768		12/10/2019	101-2020-423.43-04	10.22		
			003769		12/10/2019	101-2020-423.43-04	9.76		
			003770		12/10/2019	502-4710-471.43-57	108.52		
			003893		12/10/2019	503-4720-475.43-02	4.08		
			003894		12/10/2019	503-4720-475.43-02	21.24		
			003895		12/10/2019	503-4720-475.43-03	9.19		
			003896		12/10/2019	101-5770-452.43-02	61.39		
			003969		12/10/2019	101-3010-431.61-05	6.16		
							572.92	*	572.92
9463	2334	KERN TURF SUPPLY INC.	003771		12/10/2019	507-5761-453.61-12	3,269.55		
							3,269.55	*	3,269.55
9464	2691	LAYNE CHRISTENSEN COMPANY	PI0067	020033	12/10/2019	507-5761-453.72-17	13,819.33		
							13,819.33	*	13,819.33
9465	1	LINDA MELCHER	003976		12/10/2019	101-0000-204.06-00	22.00		
							22.00	*	22.00
9466	178	NAPA AUTO PARTS	003917		12/10/2019	511-3021-432.43-36	106.67		
			003918		12/10/2019	511-3020-432.43-57	16.69		
			003919		12/10/2019	511-3021-432.43-27	92.12		
			003920		12/10/2019	511-3021-432.43-36	70.02		
			003921		12/10/2019	511-3021-432.43-36	39.06		
			003922		12/10/2019	511-3020-432.43-57	6.22		
			003923		12/10/2019	511-3021-432.43-37	108.74		
			003924		12/10/2019	511-3021-432.43-27	69.15		
			003925		12/10/2019	511-3020-432.61-28	6.02		
			003926		12/10/2019	511-3021-432.43-27	35.68		

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9466	178	NAPA AUTO PARTS	003971		12/10/2019	503-4720-475.43-02	2.87		
			003972		12/10/2019	503-4720-475.43-02	12.60		
			003996		12/10/2019	507-5761-453.43-04	117.86		
			003997		12/10/2019	507-5761-453.43-04	132.20		
			003998		12/10/2019	580-4750-473.60-55	9.44		
			003999		12/10/2019	507-5761-453.43-04	34.70		
							860.04	*	860.04
9467	199	NEEDLES GLASS & MIRROR CO	003892		12/10/2019	580-4750-473.54-62	520.23		
							520.23	*	520.23
9468	218	NEWS WEST PUBLISHING CO.	003802		12/10/2019	101-1025-415.53-00	52.78		
							52.78	*	52.78
9469	1786	NPUA							VOIDED
9470	1786	NPUA	003772		12/10/2019	101-5772-452.41-10	3.14		
			003773		12/10/2019	101-5772-452.41-20	42.00		
			003774		12/10/2019	101-5772-452.41-10	280.00		
			003775		12/10/2019	101-5772-452.41-20	979.29		
			003776		12/10/2019	101-5772-452.41-30	72.50		
			003777		12/10/2019	101-5772-452.41-10	985.82		
			003778		12/10/2019	101-5772-452.41-20	13.92		
			003779		12/10/2019	101-5772-452.41-10	55.33		
			003780		12/10/2019	101-5772-452.41-20	280.31		
			003781		12/10/2019	510-4410-405.41-10	583.38		
			003782		12/10/2019	510-4410-405.41-20	152.23		
			003783		12/10/2019	510-4410-405.41-30	2,102.50		
			003784		12/10/2019	503-4720-475.41-10	226.98		
			003785		12/10/2019	503-4720-475.41-20	72.62		
			003786		12/10/2019	503-4720-475.41-10	5,425.45		
			003787		12/10/2019	503-4720-475.41-20	481.90		
			003788		12/10/2019	503-4720-475.41-10	38.61		
			003789		12/10/2019	503-4720-475.41-20	189.76		
			003790		12/10/2019	502-4710-471.41-10	40.71		
			003791		12/10/2019	502-4710-471.41-10	55.97		
			003792		12/10/2019	502-4710-471.41-10	1,946.38		
			003793		12/10/2019	502-4710-471.41-10	1,456.27		
			003794		12/10/2019	206-5771-452.41-10	32.76		
			003795		12/10/2019	206-5771-452.41-20	3,280.90		
			003796		12/10/2019	206-5771-452.41-30	72.50		
			003797		12/10/2019	101-2020-423.41-10	204.30		
			003798		12/10/2019	101-2020-423.41-20	95.04		
			003799		12/10/2019	101-2020-423.41-30	145.00		
			003946		12/10/2019	101-5770-452.41-10	1,443.47		
			003947		12/10/2019	101-5770-452.41-20	643.30		
			003948		12/10/2019	101-5770-452.41-30	72.50		
			003949		12/10/2019	580-4750-473.41-11	2,439.46		
			003950		12/10/2019	101-3010-431.41-20	777.27		
			003951		12/10/2019	101-3010-431.41-10	509.83		
			003952		12/10/2019	101-3010-431.41-10	41.96		

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9470	1786	NPUA	003953		12/10/2019	101-5774-452.41-10	741.47		
			003954		12/10/2019	101-5774-452.41-10	81.83		
			003955		12/10/2019	101-5774-452.41-20	116.60		
			003956		12/10/2019	503-4720-475.41-20	38.24		
			003957		12/10/2019	503-4720-475.41-10	39.04		
			003958		12/10/2019	503-4720-475.41-20	34.00		
			003959		12/10/2019	580-4750-473.41-11	2,439.46		
			003960		12/10/2019	580-4750-473.41-11	29.26		
			003961		12/10/2019	580-4750-473.41-11	29.26		
			003986		12/10/2019	502-4710-471.41-10	31.19		
			004005		12/10/2019	580-4750-473.41-20	40.71		
			004009		12/10/2019	502-4710-471.41-10	5,149.96		
			004010		12/10/2019	503-4720-475.41-10	51.79		
			004011		12/10/2019	503-4720-475.41-20	40.73		
			004012		12/10/2019	503-4720-475.41-10	35.16		
			004013		12/10/2019	580-4750-473.41-11	53.35		
			004014		12/10/2019	580-4750-473.41-11	101.97		
							34,297.38	*	34,297.38
9471	3324	OFFICE EXPRESS	003803		12/10/2019	101-1040-417.61-01	18.99		
			003804		12/10/2019	101-2025-424.61-01	17.70		
			003805		12/10/2019	580-4750-473.61-01	31.74		
			003806		12/10/2019	101-1025-415.61-01	54.38		
			003807		12/10/2019	101-2030-423.61-01	49.08		
			003808		12/10/2019	508-4810-478.61-01	96.24		
			003809		12/10/2019	506-4713-477.61-01	15.87		
			003810		12/10/2019	508-4810-478.61-01	14.81		
			003811		12/10/2019	101-1040-417.61-01	14.81		
			003812		12/10/2019	101-2025-424.61-01	9.43		
			003813		12/10/2019	506-4713-477.61-01	14.81		
			003814		12/10/2019	101-1025-415.61-01	60.88		
			003819		12/10/2019	502-4710-471.61-01	249.63		
			003897		12/10/2019	508-4810-478.61-01	66.73		
							715.10	*	715.10
9472	3798	ONSOLVE LLC	003936		12/10/2019	101-0000-245.03-00	5,000.00		
							5,000.00	*	5,000.00
9473	147	PING INC.	003815		12/10/2019	507-5762-454.44-10	140.56		
							140.56	*	140.56
9474	15	QUILL CORP.	003816		12/10/2019	510-4410-405.61-06	180.99		
			003817		12/10/2019	510-4410-405.61-31	61.58		
							242.57	*	242.57
9475	818	R & R PRODUCTS INC.	003993		12/10/2019	507-5761-453.43-04	81.35		
			003994		12/10/2019	507-5761-453.43-04	126.88		
			003995		12/10/2019	507-5761-453.43-04	46.20		
							254.43	*	254.43

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9476	309	REPUBLIC SERVICES #78	003818		12/10/2019	505-4730-472.31-87	79,674.52		
							79,674.52	*	79,674.52
9477	3558	RICK DANIELS	003979		12/10/2019	101-1020-413.55-00	31.20		
			004008		12/10/2019	101-1020-413.55-00	361.90		
							393.10	*	393.10
9478	3616	RICOH USA, INC.	003898		12/10/2019	510-4410-405.70-02	176.44		
			003899		12/10/2019	510-4410-405.70-02	390.29		
							566.73	*	566.73
9479	3437	SIGNS BY SUNDOWN	003900		12/10/2019	101-5774-452.60-24	195.00		
							195.00	*	195.00
9480	2951	SIMON FAMILY ENTERPRISES	PI0066	020032	12/10/2019	583-4720-475.31-90	6,000.00		
							6,000.00	*	6,000.00
9481	779	THATCHER COMPANY	003828		12/10/2019	502-4710-471.60-32	1,703.03		
							1,703.03	*	1,703.03
9482	3832	TIM TERRAL	003904		12/10/2019	101-1030-414.55-00	102.85		
							102.85	*	102.85
9483	3395	TKO DISTRIBUTION LLC	003903		12/10/2019	101-5774-452.61-06	131.22		
							131.22	*	131.22
9484	3873	TRANSPORTATION CONCEPTS	003820		12/10/2019	525-4770-461.32-90	29,642.96		
			003821		12/10/2019	525-4770-461.62-00	1,779.99		
			003822		12/10/2019	520-4740-462.32-90	4,503.16		
			003823		12/10/2019	520-4740-462.51-20	859.50		
			003824		12/10/2019	520-4740-462.62-00	398.03		
			003825		12/10/2019	521-4740-462.32-90	2,863.40		
			003826		12/10/2019	521-4740-462.51-20	573.00		
			003827		12/10/2019	521-4740-462.62-00	265.36		
							40,885.40	*	40,885.40
9485	3693	TRI STATE COMMUNITY HEALT	003966		12/10/2019	101-2020-423.31-20	150.00		
							150.00	*	150.00
9486	3266	TRI STATE TOOL REPAIR	003905		12/10/2019	101-3010-431.43-04	45.50		
							45.50	*	45.50
9487	2798	U.S. DEPARTMENT OF ENERGY	003907		12/10/2019	580-4750-473.63-10	11,930.77		
							11,930.77	*	11,930.77
9488	3830	UNIFIRST CORPORATION	003937		12/10/2019	511-3020-432.61-04	79.25		
			003938		12/10/2019	101-5772-452.61-04	62.06		
			003939		12/10/2019	507-5761-453.61-04	75.86		
			003940		12/10/2019	508-4810-478.61-04	9.92		
			003941		12/10/2019	508-4810-478.61-04	9.77		

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9488	3830	UNIFIRST CORPORATION	003942		12/10/2019	101-5774-452.61-06	7.00		
			003943		12/10/2019	502-4710-471.61-04	32.13		
			003944		12/10/2019	580-4750-473.61-04	97.95		
			003945		12/10/2019	580-4750-473.61-04	97.95		
			003978		12/10/2019	503-4720-475.61-04	11.04		
			003981		12/10/2019	508-4810-478.61-04	9.77		
			003982		12/10/2019	508-4810-478.61-04	9.77		
			003984		12/10/2019	502-4710-471.61-04	32.13		
			003985		12/10/2019	502-4710-471.61-04	32.13		
							566.73	*	566.73
9489	318	UPS	003963		12/10/2019	503-4720-475.52-20	38.67		
			003964		12/10/2019	502-4710-471.52-20	38.66		
			003965		12/10/2019	580-4750-473.52-20	38.67		
							116.00	*	116.00
9490	1741	V & L LASER LLC	003908		12/10/2019	503-4720-475.61-01	39.00		
			003909		12/10/2019	508-4810-478.61-02	199.00		
			004000		12/10/2019	101-1035-416.61-02	175.00		
			004001		12/10/2019	101-2025-424.61-02	175.00		
			004002		12/10/2019	101-1040-417.61-02	175.00		
							763.00	*	763.00
9491	2469	VERIZON WIRELESS	003980		12/10/2019	101-2020-423.52-10	39.15		
							39.15	*	39.15
9492	3214	WESTERN ELEC.COORDINATING	003912		12/10/2019	580-4750-473.63-08	1,913.00		
							1,913.00	*	1,913.00
9493	3528	WESTERN ENVIRONMENTAL TES	003911		12/10/2019	503-4720-475.59-75	143.00		
							143.00	*	143.00
9494	1023	XEROX	003745		12/10/2019	101-1035-416.31-09	92.20		
			003910		12/10/2019	101-5774-452.74-20	108.28		
							200.48	*	200.48
9495	3842	XIO, INC.	003829		12/10/2019	502-4710-471.31-90	113.00		
							113.00	*	113.00
9496	3780	ZIA ELECTRICAL PRODUCTS	003914		12/10/2019	580-4750-473.60-55	966.68		
							966.68	*	966.68
9497	1293	ZUBRICK T-SHIRTS	003913		12/10/2019	101-3010-431.61-21	309.00		
							309.00	*	309.00
9498	3828	3D-NETWORKS LLC	003901		12/10/2019	509-4910-479.31-90	1,300.00		
			003902		12/10/2019	509-4910-479.31-90	1,325.00		
			003967		12/10/2019	509-4910-479.31-90	1,050.00		
			003968		12/10/2019	509-4910-479.52-13	869.50		
							4,544.50	*	4,544.50

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)	CHECK TOTAL
						BANK/CHECK TOTAL	280,741.32	280,741.32
						ALL BANKS/CHECKS TOTAL	280,741.32	280,741.32

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR NOVEMBER 22 , 2019

		DEPT. AMT.	FUND AMT.	22-Nov	19-20 BUDGET
FUND 101	GENERAL FUND	$ 1,746.71			
101.1015.412	CITY ATTORNEY			$ 7,083.00	$85,000
101.1020.413	CITY MANAGER	$ 63.71		$ 12,387.75	$171,333
101.1025.415	FINANCE DEPT.	$ 125.59		$ 22,013.99	$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 18.05		$ 4,722.50	$131,018
101.1035.416	PLANNING /ZONING	$ 67.38		$ 7,295.25	$195,144
101.1040.417	ENGINEERING	$ 62.25		$ 10,555.92	$151,111
101.1060.410	COMMUNITY PROMOTIONS	$ -		$ 1,297.50	$60,250
101.1070.410	SENIOR CENTER	$ -		$ 60,057.14	$1,262,304
101.2010.421	SHERIFF	$ -		$ 206,002.00	$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL	$ 79.31		$ 14,181.88	$168,809
101.2025.424	BULDING & SAFETY	$ 272.00		$ 17,798.28	$307,623
101.2030.423	CODE ENFORCEMENT	$ 256.86		$ 256,546.37	$3,554,200
101.3010.431	PUBLIC WORKS	$ 132.02		$ 29,393.00	$509,766
101.4730.472	SANITATION	$ 15.38		$ 9,827.94	$129,447
101.5770.452.	AQUATICS	$ -		$ 27,887.07	$166,174
101.5772.452	PARKS	$ 80.07		$ 14,588.21	$353,744
101.5773.452	JACK SMITH PARK MARINA	$ 43.22		$ 10,172.59	$111,501
101.5774.452	RECREATION	$ 593.80		$ 68,026.37	$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 3,556.35	$ 461,650.82	$6,820,004
FUND 205	CDBG		$ -	$ -	$0
FUND 206	CEMETERY		$ 18.49	$ 4,776.08	$123,773
FUND 209	NARCOTICS FORFEITURE		$ -	$ -	$9,778
FUND 210	SPECIAL GAS TAX		$ -	$ 11,768.00	$226,898
FUND 212	AIR QUALITY (MDAQD)		$ -	$ -	$0
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ 40,000.00	$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ -	$ 6,108.86	$220,000
FUND 235	INTERSTATE COMM/I40 J ST.		$ -	$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ 416.00	$5,000
FUND 240	EL GARCES INTERMODAL		$ -	$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ -	$0
FUND 270	REDEVELOPMENT AGENCY		$ 38.48	$ 9,576.29	$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$0
FUND 501	NPUA		$ -	$ 1,269,536.40	$12,449,567
FUND 502	WATER DEPARTMENT		$ 1,120.83	$ 89,674.26	$1,665,186
FUND 503	WASTEWATER DEPARTMENT		$ 462.32	$ 66,618.96	$1,067,861
FUND 505	SANITATION		$ -	$ 23,746.53	$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		$ 21.71	$ 4,093.68	$762,261
FUND 507	GOLF FUND	206.8			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ 210.29	$ -	$ 43,995.18	$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ 63.34		$ 12,925.71	$272,443
FUND 507	GOLF FUND TOTAL		$ 480.43		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ 148.16	$ 22,440.81	$453,742
FUND 509	MIS		$ -	$ 11,243.25	$169,000
FUND 510	ADMIN. FACILITY		$ -	$ 14,387.79	$175,703
FUND 511	FLEET MANAGEMENT		$ 114.02	$ 3,574.08	$261,552
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$0
FUND 520	SR DIAL A RIDE		$ -	$ 614.00	$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ -	$ 287.00	$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ -	$ 14,712.00	$383,487
FUND 580	ELECTRIC		$ 1,757.98	$ 468,162.90	$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC		$ -	$ -	$0
FUND 582	NPUA CAPITAL WATER		$ -	$ -	$0
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$0
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ -	$0
FUND 651	IMPACT FEES SOUTH AREAS		$ 266.88	$ -	$0
TOTAL	ALL FUNDS & DEPARTMENTS		$ 7,985.65	$ 2,580,308.60	$33,635,088

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

Rick 12/3/19
Rick Daniels, City Manager — Date

Sylvia Miledi 12/3/
Sylvia Miledi, Director of Finance — Date

Kippy Poulson 12/2/19
Kippy Poulson, City Treasurer — Date

ACCOUNTS PAYABLE PRELIMINARY CHECK REGISTER

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
9406	3709	00	CHAVEZ, ADRIAN	11/22/2019	50.00	.00
9407	3688	00	PONCE, ALBERT	11/22/2019	50.00	.00
9408	3870	00	BRYAN HICKSTEIN	11/22/2019	50.00	.00
9409	1	00	CAMELA STOLTENBERG	11/22/2019	263.25	.00
9410	1	00	CAMELA STOLTENBERG	11/22/2019	3.63	.00
9411	3399	00	COURT-ORDERED DEBT COLLECTIONS	11/22/2019	50.24	.00
9412	2235	00	CALLAWAY, DENNIS	11/22/2019	50.00	.00
9413	3634	00	EMPOWER	11/22/2019	400.84	.00
9414	322	00	FRANK VALENZUELA JR.	11/22/2019	50.00	.00
9415	1305	00	GREAT WEST LIFE	11/22/2019	1,975.00	.00
9416	2879	00	JENNIFER VALENZUELA	11/22/2019	498.14	.00
9417	325	00	WILLIS, JIM	11/22/2019	50.00	.00
9418	2222	00	SCOTT, JUSTIN	11/22/2019	50.00	.00
9419	3703	00	MICHAEL POE-EVANS	11/22/2019	50.00	.00
9420	3703	00	MICHAEL POE-EVANS	11/22/2019	50.00	.00
9421	3706	00	MCGILLIVRAY, MIKE	11/22/2019	50.00	.00
9422	3458	00	MUTUAL OF OMAHA	11/22/2019	2,755.44	.00
9423	3767	00	MARTINEZ, PATRICK	11/22/2019	50.00	.00
9424	1199	00	SBPEA TEAMSTERS LOCAL 1932	11/22/2019	699.11	.00
9425	1649	00	SWRCB	11/22/2019	510.00	.00
9426	1649	00	SWRCB	11/22/2019	80.00	.00
9427	3851	00	SY FOLEY	11/22/2019	50.00	.00
9428	3622	00	MILLER, TAYLOR	11/22/2019	50.00	.00
9429	2744	00	DELEON, THOMAS	11/22/2019	50.00	.00
9430	3695	00	VINCE GARZA	11/22/2019	50.00	.00

NUMBER OF CHECKS 25 GRAND TOTAL 7,985.65

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9406	3709	ADRIAN CHAVEZ	003721		11/22/2019	101-2030-423.52-10	50.00		
							50.00	*	50.00
9407	3688	ALBERT PONCE	003731		11/22/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
9408	3870	BRYAN HICKSTEIN	003739		11/22/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
9409	1	CAMELA STOLTENBERG	003740		11/22/2019	651-4720-475.69-90	262.46		
			003741		11/22/2019	651-4720-475.69-83	.79		
							263.25	*	263.25
9410	1	CAMELA STOLTENBERG	003742		11/22/2019	651-4720-475.69-85	3.63		
							3.63	*	3.63
9411	3399	COURT-ORDERED DEBT COLLEC	003689		11/22/2019	101-0000-209.01-00	50.24		
							50.24	*	50.24
9412	2235	DENNIS CALLAWAY	003722		11/22/2019	507-5761-453.52-10	50.00		
							50.00	*	50.00
9413	3634	EMPOWER	003680		11/22/2019	101-0000-209.01-00	9.94		
			003681		11/22/2019	101-0000-209.01-00	64.82		
			003682		11/22/2019	580-0000-209.01-00	170.90		
			003683		11/22/2019	580-0000-209.01-00	53.93		
			003684		11/22/2019	580-0000-209.01-00	101.25		
							400.84	*	400.84
9414	322	FRANK VALENZUELA JR.	003734		11/22/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
9415	1305	GREAT WEST LIFE	003685		11/22/2019	101-0000-209.03-01	1,290.00		
			003686		11/22/2019	502-0000-209.03-01	75.00		
			003687		11/22/2019	507-0000-209.03-01	140.00		
			003688		11/22/2019	580-0000-209.03-01	470.00		
							1,975.00	*	1,975.00
9416	2879	JENNIFER VALENZUELA	003718		11/22/2019	101-5774-452.49-01	300.00		
			003719		11/22/2019	101-5774-452.60-24	80.48		
			003720		11/22/2019	101-5774-452.61-02	72.26		
			003738		11/22/2019	101-5774-452.60-24	45.40		
							498.14	*	498.14
9417	325	JIM WILLIS	003733		11/22/2019	580-4750-473.52-10	50.00		
							50.00	*	50.00
9418	2222	JUSTIN SCOTT	003732		11/22/2019	580-4750-473.52-10	50.00		
							50.00	*	50.00

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9419	3703	MICHAEL POE-EVANS	003736		11/22/2019	580-4750-473.52-10	50.00		
							50.00	*	50.00
9420	3703	MICHAEL POE-EVANS	003737		11/22/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
9421	3706	MIKE MCGILLIVRAY	003729		11/22/2019	101-2025-424.52-10	50.00		
							50.00	*	50.00
9422	3458	MUTUAL OF OMAHA	003690		11/22/2019	101-1020-413.24-10	63.71		
			003691		11/22/2019	101-1025-415.24-10	125.59		
			003692		11/22/2019	101-1030-414.24-10	18.05		
			003693		11/22/2019	101-1035-416.24-10	54.88		
			003694		11/22/2019	101-1040-417.24-10	49.75		
			003695		11/22/2019	101-2020-423.24-10	79.31		
			003696		11/22/2019	101-2025-424.24-10	209.50		
			003697		11/22/2019	101-2030-423.24-10	194.36		
			003698		11/22/2019	101-3010-431.24-10	132.02		
			003699		11/22/2019	101-4730-472.24-10	15.38		
			003700		11/22/2019	101-5772-452.24-10	80.07		
			003701		11/22/2019	101-5773-452.24-10	43.22		
			003702		11/22/2019	101-5774-452.24-10	95.66		
			003703		11/22/2019	206-5771-452.24-10	18.49		
			003704		11/22/2019	270-4631-463.24-10	38.48		
			003705		11/22/2019	502-4710-471.24-10	330.12		
			003706		11/22/2019	503-4720-475.24-10	124.84		
			003707		11/22/2019	506-4713-477.24-10	21.71		
			003708		11/22/2019	507-5761-453.24-10	160.29		
			003709		11/22/2019	507-5762-454.24-10	63.34		
			003710		11/22/2019	508-4810-478.24-10	105.89		
			003711		11/22/2019	511-3020-432.24-10	114.02		
			003712		11/22/2019	580-4750-473.24-10	616.76		
							2,755.44	*	2,755.44
9423	3767	PATRICK MARTINEZ	003725		11/22/2019	101-2030-423.52-10	12.50		
			003726		11/22/2019	101-2025-424.52-10	12.50		
			003727		11/22/2019	101-1035-416.52-10	12.50		
			003728		11/22/2019	101-1040-417.52-10	12.50		
							50.00	*	50.00
9424	1199	SBPEA TEAMSTERS LOCAL 193	003673		11/22/2019	101-0000-209.03-01	314.83		
			003674		11/22/2019	101-0000-209.03-01	16.88		
			003675		11/22/2019	502-0000-209.03-01	95.71		
			003676		11/22/2019	503-0000-209.03-01	17.48		
			003677		11/22/2019	507-0000-209.03-01	66.80		
			003678		11/22/2019	508-0000-209.03-01	42.27		
			003679		11/22/2019	580-0000-209.03-01	145.14		
							699.11	*	699.11
9425	1649	SWRCB	003196		11/22/2019	502-4710-471.31-40	80.00		

BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9425	1649	SWRCB	003713		11/22/2019	503-4720-475.31-40	100.00		
			003714		11/22/2019	503-4720-475.31-40	170.00		
			003715		11/22/2019	502-4710-471.31-40	80.00		
			003716		11/22/2019	502-4710-471.31-40	80.00		
							510.00	*	510.00
9426	1649	SWRCB	003717		11/22/2019	502-4710-471.31-40	80.00		
							80.00	*	80.00
9427	3851	SY FOLEY	003724		11/22/2019	503-4720-475.52-10	50.00		
							50.00	*	50.00
9428	3622	TAYLOR MILLER	003730		11/22/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
9429	2744	THOMAS DELEON	003723		11/22/2019	580-4750-473.52-10	50.00		
							50.00	*	50.00
9430	3695	VINCE GARZA	003735		11/22/2019	502-4710-471.52-10	50.00		
							50.00	*	50.00
						BANK/CHECK TOTAL	7,985.65		7,985.65
						ALL BANKS/CHECKS TOTAL	7,985.65		7,985.65

CITY OF NEEDLES CITY COUNCIL
WARRANT SUMMARY TOTALS FOR NOVEMBER 19 , 2019

		DEPT. AMT.	FUND AMT.	19-Nov	19-20 BUDGET
FUND 101	GENERAL FUND	$ 250.00			
101.1015.412	CITY ATTORNEY	$ -		$ 7,083.00	$85,000
101.1020.413	CITY MANAGER	$ -		$ 12,387.75	$171,333
101.1025.415	FINANCE DEPT.	$ -		$ 22,013.99	$420,138
101.1030.414	CITY CLERK/COUNCIL/MAYOR	$ 7,500.00		$ 4,722.50	$131,018
101.1035.416	PLANNING /ZONING	$ -		$ 7,295.25	$195,144
101.1040.417	ENGINEERING	$ -		$ 10,555.92	$151,111
101.1060.410	COMMUNITY PROMOTIONS	$ -		$ 1,297.50	$60,250
101.1070.410	SENIOR CENTER	$ -		$ 60,057.14	$1,262,304
101.2010.421	SHERIFF	$ -		$ 206,002.00	$2,647,940
101.2020.423	ANIMAL SHELTER/CONTROL	$ -		$ 14,181.88	$168,809
101.2025.424	BULDING & SAFETY	$ -		$ 17,798.28	$307,623
101.2030.423	CODE ENFORCEMENT	$ -		$ 256,546.37	$3,554,200
101.3010.431	PUBLIC WORKS	$ -		$ 29,393.00	$509,766
101.4730.472	SANITATION	$ -		$ 9,827.94	$129,447
101.5770.452.	AQUATICS	$ -		$ 27,887.07	$166,174
101.5772.452	PARKS	$ -		$ 14,588.21	$353,744
101.5773.452	JACK SMITH PARK MARINA	$ -		$ 10,172.59	$111,501
101.5774.452	RECREATION	$ -		$ 68,026.37	$279,270
GENERAL FUND	TOTAL ALL GF DEPARTMENTS		$ 7,750.00	$ 461,650.82	$6,820,004
FUND 205	CDBG		$ -	$ -	$0
FUND 206	CEMETERY		$ -	$ 4,776.08	$123,773
FUND 209	NARCOTICS FORFEITURE		$ -	$ -	$9,778
FUND 210	SPECIAL GAS TAX		$ -	$ 11,768.00	$226,898
FUND 212	AIR QUALITY (MDAQD)		$ -	$ -	$0
FUND 214	SANBAG NEW LOCAL MEAS I		$ -	$ 40,000.00	$480,000
FUND 225	COPS-AB 3229 SUPPLEMENTAL		$ -	$ 6,108.86	$220,000
FUND 235	INTERSTATE COMM/I40 J ST.		$ -	$ -	$0
FUND 239	CA.CONSERV RECYLING GRANT		$ -	$ 416.00	$5,000
FUND 240	EL GARCES INTERMODAL		$ -	$ -	$0
FUND 243	ACTIVE TRANSPORT PROGRAM		$ -	$ -	$0
FUND 270	REDEVELOPMENT AGENCY		$ -	$ 9,576.29	$243,106
FUND 470	RDA CAP PROJ.LOW & MOD.		$ -	$ -	$0
FUND 501	NPUA		$ -	$ 1,269,536.40	$12,449,567
FUND 502	WATER DEPARTMENT		$ -	$ 89,674.26	$1,665,186
FUND 503	WASTEWATER DEPARTMENT		$ -	$ 66,618.96	$1,067,861
FUND 505	SANITATION		$ -	$ 23,746.53	$1,209,900
FUND 506	ALL AMERICAN CANAL PROJ.		$ -	$ 4,093.68	$762,261
FUND 507	GOLF FUND	0			
FUND 507-5761-453	GOLF MAINTENANCE DEPARTMENT	$ -	$ -	$ 43,995.18	$572,666
FUND 507-5762-454	GOLF PRO SHOP DEPARTMENT	$ -		$ 12,925.71	$272,443
FUND 507	GOLF FUND TOTAL		$ -		
FUND 508	CUST.SVC/UT BUSINESS OFFICE		$ -	$ 22,440.81	$453,742
FUND 509	MIS		$ -	$ 11,243.25	$169,000
FUND 510	ADMIN. FACILITY		$ -	$ 14,387.79	$175,703
FUND 511	FLEET MANAGEMENT		$ -	$ 3,574.08	$261,552
FUND 512	VEHICLE REPLACEMENT		$ -	$ -	$0
FUND 520	SR DIAL A RIDE		$ -	$ 614.00	$220,195
FUND 521	DIAL-A-RIDE MEDICAL TRANS.		$ -	$ 287.00	$64,942
FUND 525	NEEDLES AREA TRANSIT (NAT)		$ -	$ 14,712.00	$383,487
FUND 580	ELECTRIC		$ -	$ 468,162.90	$5,778,024
FUND 581	NPUA CAPITAL ELECTRIC		$ -	$ -	$0
FUND 582	NPUA CAPITAL WATER		$ -	$ -	$0
FUND 583	NPUA CAPITAL WASTEWATER		$ -	$ -	$0
FUND 650	IMPACT FEES NORTH NEEDLES		$ -	$ -	$0
FUND 651	IMPACT FEES SOUTH AREAS		$ -	$ -	$0
TOTAL	ALL FUNDS & DEPARTMENTS		$ 7,750.00	$ 2,580,308.60	$33,635,088

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

Rick 12/3/19
Rick Daniels, City Manager — Date

Sylvia Miledi 12/3/19
Sylvia Miledi, Director of Finance — Date

Kippy Poulson 12/2/19
Kippy Poulson, City Treasurer — Date

11/19/2019

CITY OF NEEDLES
BANK 04 WELLS FARGO BANK - CITY GENERAL CHECKING

CHECK NUMBER	VENDOR NUMBER	SEQ#	VENDOR NAME	CHECK DATE	CHECK AMOUNT	DISCOUNTS/RETAINAGE TAKEN
9431	3354	00	SHAWN GUDMUNDSON	11/19/2019	7,750.00	.00

NUMBER OF CHECKS 1 GRAND TOTAL 7,750.00

ACCOUNTS PAYABLE CHECK REGISTER BY BANK NUMBER

CHECK NO	VENDOR NO	VENDOR NAME	VOUCHER NO	P.O. NO	DATE	ACCOUNT	REMITTANCE AMOUNT (NET OF DISC/RETAIN)		CHECK TOTAL
9431	3354	SHAWN GUDMUNDSON	003743		11/19/2019	101-1030-414.54-01	7,500.00		
			003744		11/19/2019	101-0000-395.00-00	250.00		
							7,750.00	*	7,750.00
						BANK/CHECK TOTAL	7,750.00		7,750.00
						ALL BANKS/CHECKS TOTAL	7,750.00		7,750.00

MINUTES OF THE REGULAR MEETING
OF THE CITY COUNCIL,
NEEDLES PUBLIC UTILITY AUTHORITY
NEEDLES, CALIFORNIA

Tuesday, January 8, 2019

The 5:00 p.m. portion of the City Council meeting was recessed by the City Clerk to 5:30 p.m.

Call to Order
Mayor Williams called the meeting to order at 5:30 p.m. in the Council Chambers at 1111 Bailey.

Roll Call
Present: Mayor Jeff Williams; Council Members Shawn Gudmundson, Tim Terral, Clayton Hazlewood, Edward Paget M.D., Tona Belt and Zachery. Longacre. Also present City Manager Rick Daniels; Acting City Attorney Peter Nolan and City Clerk Dale Jones.

Public Appearance – None

Meeting Recessed for Executive Session Item
Mayor Williams recessed the meeting for the purpose of Executive Session at 5:30 p.m.

a) Conference with real property negotiators pursuant to Government Code §54956.8: Agency negotiator City Manager Rick Daniels or his designee. Negotiating Parties are the City of Needles as the potential seller, and Mr. Travis Phillips as the potential buyer of the property described as generally located on the South side of San Clemente Street next to the Rodeo Grounds, APN's 0185-351-11. Under negotiation are the price and terms for the sale of the property.

Councilmember Longacre left the room during executive session due to a potential conflict of interest on item b).

b) Conference with legal counsel potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4). (One potential case)

Meeting Reconvened
Mayor Williams reconvened the meeting at 6:00 p.m. with all persons heretofore mentioned present.

Report Out of Executive Session by City Attorney
Acting City Attorney Nolan reported that there was no reportable action for item a).

Acting City Attorney Nolan reported that on executive session item b) the city council authorized the city attorney and staff to initiate termination proceedings against Ontana Planet Green (OPG) to terminate their license by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget and Belt
Noes: None
Absent: Councilmember Longacre was out of the room

Roll Call
Present: Mayor Jeff Williams; Council Members Shawn Gudmundson, Tim Terral, Clayton Hazlewood, Edward Paget M.D., Tona Belt and Zachery. Longacre. Also present City Manager Rick Daniels; Acting City Attorney Peter Nolan and City Clerk Dale Jones.

Invocation Given by Mayor Williams

Pledge of Allegiance Led by Vice Mayor Paget

12-10-19 #9

Approval of Agenda
Councilmember Gudmundson moved, seconded by Councilmember Belt, to approve the agenda as submitted. Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None

Conflict of Interest - None

Correspondence - None

Introductions – None

Parliamentary Procedures - Acting City Attorney Nolan reviewed parliamentary procedures.

Public Appearance
Michele Travis, Needles Center for Change, informed Council of an upcoming event.
Charlotte Knox voiced her opinion that there are traffic issues on N Street, K Street and Q Street and Needles Highway and she believes there are enough marijuana businesses in our city.

1) Mayor Williams presented a token of appreciation from the Mojave Desert & Mountain Integrated Waste JPA to former Councilmember Darcy

2) Interviews and appointments made to various Boards and Commissions
Councilmember Longacre left the room due to a potential conflict of interest for the Planning Commission appointments. City Manager Daniels reported.

Councilmember Belt moved, seconded by Councilmember Gudmundson, to appoint Phil LeJeune to the Board of Public Utilities with a term to expire December 31, 2022.
Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget and Belt
Noes: None
Absent: Councilmember Longacre was out of the room.

Councilmember Hazlewood moved to appoint Barbara Beard and Gerald Telles to the Planning Commission however there was no second.

Councilmember Belt moved, seconded by Councilmember Gudmundson, to appoint Janet Jernigan and Bob Rath to the Planning Commission. Motion **failed** by the following roll call vote:

Ayes: Council Members Gudmundson, and Belt
Noes: Council Members Hazlewood, Paget and Terral
Absent: Councilmember Longacre was out of the room.

Janet Jernigan addressed Council and responded to their inquiries.
Bob Rath addressed Council and responded to their inquiries.
Barbara Beard addressed Council and responded to their inquiries.
Gerald (Jerry) Telles addressed Council and responded to their inquiries.

Councilmember Hazlewood moved, seconded by Councilmember Paget, to appoint Barbara Beard to the Planning Commission with a term to expire December 31, 2022.
Motion carried by the following roll call vote:

Ayes: Council Members Terral, Hazlewood and Paget
Noes: Council Members Gudmundson and Belt
Absent: Councilmember Longacre was out of the room.

Councilmember Paget moved, seconded by Councilmember Gudmundson, to appoint Bob Rath to the Planning Commission with a term to expire December 31, 2022.
Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Paget and Belt
Noes: Council Members Terral and Hazlewood
Absent: Councilmember Longacre was out of the room.

Councilmember Gudmundson moved, seconded by Councilmember Hazlewood, to appoint Casey Pletcher to the Recreation and Park Commission with a term to expire December 31, 2022.
Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget and Belt
Noes: None
Absent: Councilmember Longacre was out of the room.

Councilmember Paget moved, seconded by Councilmember Belt, to appoint Wilma Baldwin and late applicant Jon McNeil to the Cemetery Commission with terms to expire December 31, 2022.
Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget and Belt
Noes: None
Absent: Councilmember Longacre was out of the room.

Councilmember Belt moved, seconded by Councilmember Gudmundson, to appoint Tamera Kissell and Sharon Hartley to the Housing Authority At-Large vacancies with terms to expire December 31, 2022.
Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget and Belt
Noes: None
Absent: Councilmember Longacre was out of the room.

Councilmember Gudmundson moved, seconded by Councilmember Paget, to appoint Jacqueline Lykins and Stella Brodbeck to the Housing Authority Tenant vacancies with terms to expire December 31, 2020. Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget and Belt
Noes: None
Absent: Councilmember Longacre was out of the room.

Councilmember Longacre returned to the meeting.

Adjourned the City Council meeting and convened a joint City Council and NPUA meeting
Mayor Williams recessed the City Council meeting and convened a joint meeting with the NPUA at 6:43 p.m. Roll call previously taken.

3) NPUA - Approved minutes
Member Gudmundson moved, seconded by Member Belt, to approve the minutes of January 9, January 23, February 13, February 27, March 13, March 27, April 10, April 24, May 8 and May 29 and June 12, 2018. Motion carried by the following roll call vote:

Ayes: Members Gudmundson, Hazlewood, Paget, Belt and Williams
Noes: None
Absent: None
Abstain: Members Terral and Longacre

4) NPUA / COUNCIL: Receive and file SB 998 report (Information only)
Member / Councilmember Gudmundson moved, seconded by Member / Councilmember Belt, to receive and file report SB 998, Water Shut Off Protection Act imposing new restrictions on residential water service discontinuation when customers are delinquent.
Motion carried by the following roll call vote:

Ayes: Members / Councilmembers Gudmundson, Terral, Hazlewood, Paget, Belt. Longacre and Williams
Noes: None
Absent: None

5) NPUA / COUNCIL: Authorized staff to proceed with the completion of the Lily Hill Water Booster Electric Panel Replacement Project and increase project budget
City Manager Daniels reported.

Member / Councilmember Hazlewood moved, seconded by Member / Councilmember Paget, to authorize staff to proceed with the completion of the Lily Hill Water Booster Electric Panel Replacement Project and increase project budget from $139,206 to $146,078, an additional $6,871, from the Water Asset Replacement Fund. Motion carried by the following roll call vote:

Ayes: Members / Councilmembers Gudmundson, Terral, Hazlewood, Paget, Belt, Longacre and Williams
Noes: None
Absent: None

6) NPUA / COUNCIL: Authorized Councilmembers Belt and Terral to attend the Lower Colorado River Tour
City Manager Daniels reported.

Member / Councilmember Paget moved, seconded by Member / Councilmember Gudmundson, to authorize Council Members Belt and Terral to attend the Lower Colorado River Tour February 27 — March 1, 2019 at a cost of $865 per attendee to be covered by the council travel per diem account. Motion carried by the following roll call vote:

Ayes: Members / Councilmembers Gudmundson, Terral, Hazlewood, Paget, Belt, Longacre and Williams
Noes: None
Absent: None

7) NPUA / COUNCIL: Approved Amendment No. 1 to the final agreement with Medical Investor Holdings LLC for Building 2 (Suites A, C and E) located at 3247 Needles Highway,
Councilmember Longacre left the room due to a potential conflict of interest.
City Manager Daniels reported from staff report.

Member / Councilmember Hazlewood moved, seconded by Member / Councilmember Gudmundson, to approve Amendment No. 1 to the final agreement with Medical Investor Holdings LLC for Building 2 (Suites A, C and E) located at 3247 Needles Highway, APN 0660091-09.
Motion carried by the following roll call vote:

Ayes: Members Gudmundson, Terral, Hazlewood, Paget, Belt and Williams
Noes: None
Absent: Member / Councilmember Longacre

Councilmember Longacre retuned to meeting.

Adjourned the joint Council / NPUA meeting and reconvened the Council meeting
Mayor Williams adjourned the joint meeting with the NPUA at 6:55 p.m. and reconvened the Council meeting; roll call previously taken.

17) Approved the Agreement to issue MSB Facilities, Inc. a Temporary Certificate of Occupancy for the building located at 1105 Lillyhill Drive
Councilmember Longacre left the room due to a potential conflict of interest.
City Manager Daniels reported.

Councilmember Terral moved, seconded by Councilmember Gudmundson, to approve the Agreement to issue MSB Facilities, Inc. a Temporary Certificate of Occupancy for the building located at 1105 Lillyhill Drive, APN 0186-191-50 and 0186-191-53.
Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget and Belt
Noes: None
Absent: Councilmember Longacre was out of the room

Councilmember Longacre returned to the meeting.

Consent Calendar
Councilmember Gudmundson moved, seconded by Councilmember Paget, to approve the consent calendar items as recommended. Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None
Abstain: Councilmembers Terral and Longacre on agenda item 9 only

8) Approved the warrants register through January 8, 2019

9) Approved the minutes of the meetings held on April 10, April 24, May 8, May 22, May 29, June 12 and June 26, 2018

10) Waived the reading and adopted Ordinance No. 610-AC amending sections of Chapter 13-63 of the Needles Municipal Code (NMC), repealing and rescinding Ordinance 532-AC and adding "no parking" on portions of the north and south sides of Ice Plant Road beginning at East Broadway and extending easterly to its terminus

11) Accepted Change Order #4 in the amount of $12,000 and the completion of the work by Western Construction Specialists for a total project amount of $484,000 for the ATP Curb, Gutter Sidewalk Project and authorized staff to issue a Notice of Completion and record with the San Bernardino County Recorder's Office

12) Waived the reading and adopted Resolution No. 2019-1 confirming and adopting an itemized statement of cost for abatement of property located at 521 Quivera, APN 0186-157-08 and file said resolution with the San Bernardino County Recorder's Office placing a lien on the property

13) Approved the Release of the Compliance Agreement to correct City Code Violations on the property located at 701 W Broadway (The Burger Hut), APN 0186-107-14

14) Authorized the Mayor to execute the "National Mentoring Month" proclamation as requested by the San Bernardino County Children's Network and Mentoring Task Force
End of Consent Calendar

Vice Mayor Paget requested an update on agenda item 13. City Manager Daniel reported.

15) Authorized staff to begin the Proposition 218 process for implementation of the recommended solid waste and recycling handling services
City Manager Daniels reported, and considerable discussion ensued. Senior Accountant Rainie Torrance, City Manager Daniels and a representative from Republic Services answered Council's questions.

Mayor Williams called for a 5-minute break at 7:34 p.m., the meeting resumed at 7:40 p.m.

Councilmember Paget moved, seconded by Councilmember Belt, to authorize staff to begin the Proposition 218 process for implementation of the recommended solid waste and recycling handling services. Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Paget, Belt and Longacre
Noes: Councilmember Hazlewood
Absent: None

16) Directed staff to prepare an ordinance removing the four-hour parking restriction in the designated area and cul-de-sac at Jack Smith Memorial Park
City Manager Daniels reported, and discussion ensued.

Councilmember Gudmundson moved, seconded by Councilmember Longacre, to direct staff to prepare an ordinance removing the four-hour parking restriction in the designated area and cul-de-sac at Jack Smith Memorial Park. Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None

18) Budget and school board impact fee ad hoc committees vacancy appointments

City Manager Daniels reported.

Councilmember Hazlewood moved, seconded by Councilmember Longacre, to appoint Councilmember Gudmundson to the budget and school board impact fee ad hoc committees and Councilmember Terral to the budget ad-hoc committee. Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None

19) Waived the reading and adopted Resolution Number 2019-2

Councilmember Belt moved, seconded by Councilmember Hazlewood, to waive the reading and adopt Resolution Number 2019-2 appointing Mayor Williams as primary and Vice Mayor Paget as alternate representative to the Mojave Desert Air Quality Management District (MDAQMD). Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None

20) Waived the reading and adopted Resolution Number 2019-3

Councilmember Belt moved, seconded by Councilmember Gudmundson, to waive the reading and adopt Resolution Number 2019-3 appointing Mayor Williams as delegate and Vice Mayor Paget as alternate to the Southern California Association of Governments (SCAG).
Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None

21) Waived the reading and adopted Resolution Number 2019-4

Councilmember Gudmundson moved, seconded by Councilmember Belt, to waive the reading and adopt Resolution Number 2019-4 appointing Mayor Williams as representative and Vice Mayor Paget as alternate to San Bernardino County Transportation Authority (SBCTA).
Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None

22) Waived the reading and adopted Resolution Number 2019-5

Councilmember Gudmundson moved, seconded by Councilmember Longacre, to waive the reading and adopt Resolution Number 2019-5 appointing Councilmember Belt as Director and Vice Mayor Paget and City Manager Daniels as alternates to the California Joint Powers Insurance Authority (CJPIA). Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None

23) Waived the reading and adopted Resolution Number 2019-6

Councilmember Belt moved, seconded by Councilmember Longacre, to waive the reading and adopt Resolution Number 2019-6 appointing Councilmember Gudmundson as primary and Louise Evans as alternate representative to the Mojave Desert & Mountain Integrated Waste Joint Powers Authority Board who will also serve on the Solid Waste Advisory Task-Force (SWAT). Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None

24) Authorized attendance in the International Conference of Shopping Centers (ICSC) RECON Conference at the Las Vegas Convention Center, May 19-22, 2019

Councilmember Belt moved, seconded by Councilmember Paget, to authorize Mayor Williams, Councilmembers Terral and Gudmundson to attend the International Conference of Shopping Centers (ICSC) RECON Conference at the Las Vegas Convention Center, May 19-22, 2019 using funds from the city council travel per diem account. Motion carried by the following roll call vote:

Ayes: Council Members Gudmundson, Terral, Hazlewood, Paget, Belt and Longacre
Noes: None
Absent: None

City Attorney's Report - None

City Manager Reported

Council Requests
Councilmember Gudmundson reminded everyone of the Needles Center for Change event.

Councilmember Terral thanked everyone who applied to be a member of the various Boards and Commissions.

Councilmember Hazlewood requested business license information and the fees being charged.

Vice Mayor Paget informed Council of the state of the art FMIT Wellness Center that they just opened in Mohave Valley.

Councilmember Belt informed Council that the Pop-Up Market held on December 15 went well giving away 200 bags of food and there will be another one on January 19.

Councilmember Belt announced that her grandmother Vera De Leon passed away, the service is this Monday at the Catholic Church and she will be greatly missed.

Councilmember Longacre informed Council that he went to the Park & Recreation meeting last week.

Councilmember Longacre informed staff that the skate park fence is damaged and needs to be repaired and painted.

Mayor Williams declared the regular meeting of the City Council held on the 8th day of January 2019, adjourned at 8:11 p.m.

ATTEST: _____ _____

Mayor Jeff Williams City Clerk Dale Jones, CMC

ORDINANCE NO. 625-AC

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, ADOPTING ORDINANCE NO. 625-AC, AMENDING SECTION 13-33(d) OF THE NEEDLES MUNICIPAL CODE (NMC) TO ERECT A STOP SIGN AT THE NORTHEAST CORNER OF NORTH K STREET AND FRONT STREET.

WHEREAS, the northeast corner of North K Street and Front Street currently does not have a stop sign; and

WHEREAS, erecting a stop sign at the intersection of North K Street and Front Street creates a four-way stop; and

WHEREAS, the City Council wishes to erect a stop sign at the intersection of North K Street and Front Street; and

WHEREAS, the asphalt will be restriped to create a right-hand turn lane from Front Street onto North K Street; and

WHEREAS, on October 22, 2019 the City Council of the City of Needles conducted and concluded a public hearing concerning the amendment to Section 13-33 (d) Through streets and stop intersection of the Needles Municipal Code, as more fully set forth below; and

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred; and

WHEREAS, the City Council has considered the matter carefully,

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

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

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

SECTION 3. The City Council **HEREBY APPROVES** Ordinance 625-AC, for an amendment to the Needles Municipal Code (NMC) as follows:

Sec. 13-33. Through streets and stop intersections.

(d) In accordance with the provisions of this section, and when signs are erected giving notice thereof, drivers of vehicles shall stop at the entrance to those intersections described as follows:

Broadway at "D" Street:

#10

Broadway at "G" Street;
Broadway at "J" Street;
W. Broadway at River Road;
Third Street at "J" Street;
"G" Street at Third Street;
Needles Highway at No. "K" Street;
No. "K" Street at Needles Highway;
Bailey Avenue at Lillyhill Drive;
Bailey Avenue at Erin Drive;
Erin Drive at Bailey Avenue;
River Street at Santa Fe Railroad Crossing;
Riverview, Desert Drive, and Cherry Drive at Safari;
Cherry Drive and Desert Drive at Victory Drive;
Safari Drive at U.S. 95;
Victory Drive at U.S. 95;
Morgan Drive at U.S. 95;
Northwest corner of Cibola and "C" Streets;
Northeast corner of Cibola and "D" Streets;
Southeast corner of Cibola and "D" Streets;
Southwest corner of "D" and Valley Streets;
Southeast corner of Valley and "E" Streets;
Coronado at "J" Street;
Northwest corner of Washington and Park Streets;
Acoma at "D" Street;
Southeast corner of Washington and Orange Streets;
Southeast corner of Arch and "M" Streets;
Northwest corner of Arch and "M" Streets;
Southwest corner of Valley and "E" Streets;
Southeast corner of Market and "M" Streets;
Northwest corner of Market and "M" Streets;
Southwest corner of "N" and Race Streets;
Northeast corner of Race and "L" Streets;
Southwest corner of Race and "L" Streets;
Northeast and southwest corners of "J" Street at Bailey;
Southeast corner of Spikes Road at Schulz Road
Northeast corner of North K Street and Front Street

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Needles, California, held on the 12, day of Novmeber 2019, by the following roll call vote:

AYES: Councilmembers Gudmundson, Terral, Hazlewood, Belt and Longacre
NOES Councilmember Paget
ABSENT None
ABSTAIN None

_____
Mayor Jeff Williams

Attest: _____
City Clerk Dale Jones, CMC

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 26th day of November, 2019.

AYES:
NOES:
ABSENT:
ABSTAIN:

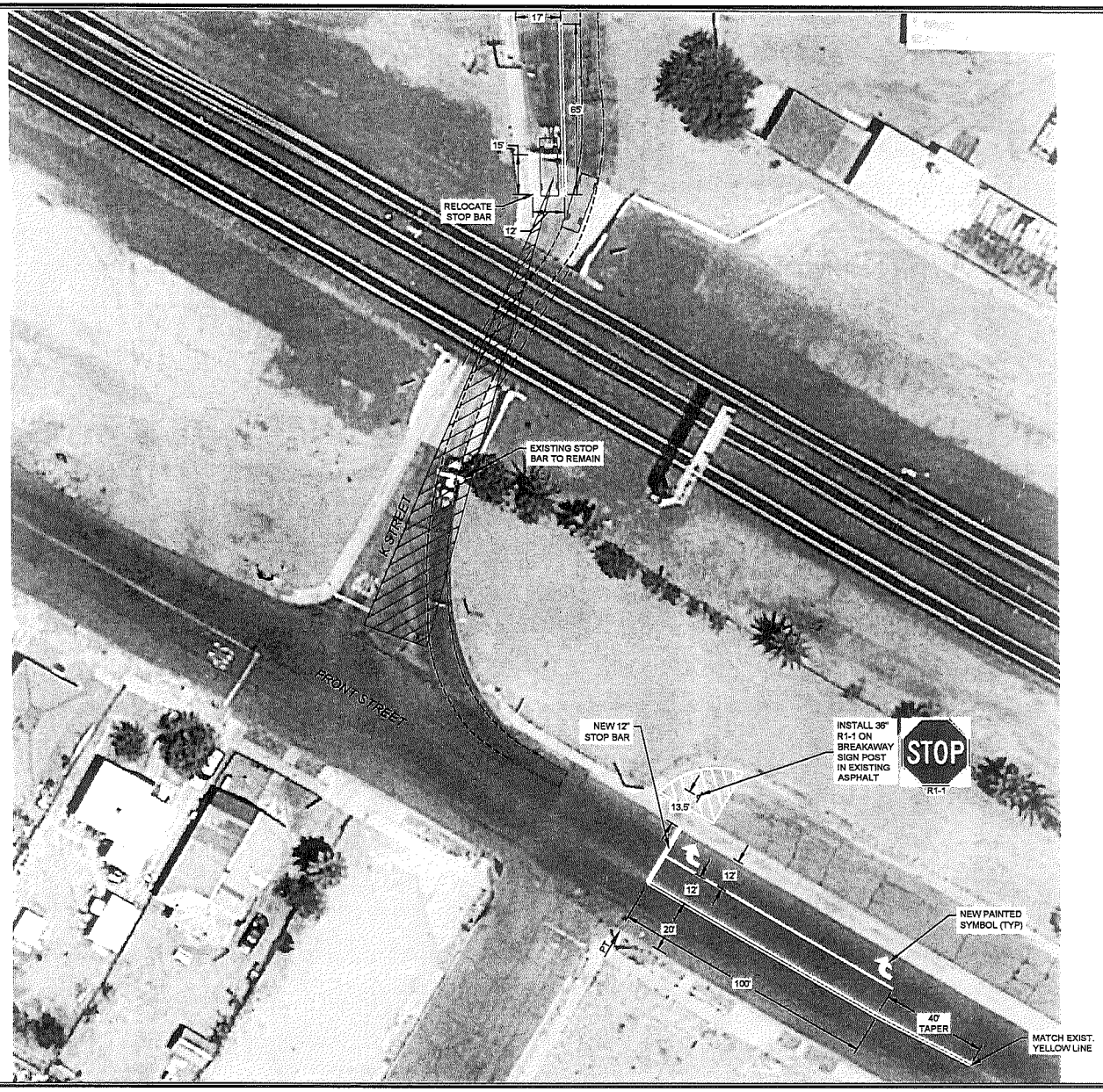
_____
Mayor Jeff Williams

(Seal)

Attest: _____
City Clerk Dale Jones, CMC

Approved as to form:

_____
City Attorney John Pinkney



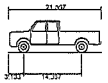
GRAPHIC SCALE

(IN FEET)
1 inch = 20' ft.

NOTES:

1. AERIAL IMAGERY AND DATA HAVE BEEN SCALED FROM GOOGLE EARTH. THIS PLAN IS FOR CONCEPTUAL PURPOSES ONLY.
2. ALL DIMENSIONS TOUCHING EDGE OF ROADWAY ARE FROM EDGE OF ASPHALT.

DESIGN VEHICLE DATA:



F-450 CrewCab DRW LWB 4x4	
Overall Length	21.867ft
Overall Width	6.658ft
Overall Body Height	6.650ft
Min Body Ground Clearance	0.650ft
Track Width	6.658ft
Lock-to-lock time	5.00s
Curb to Curb Turning Radius	29.250ft

CONSTRUCTION NOTES

LEGEND:

- SOLID WHITE STRIPING
- SOLID YELLOW STRIPING
- DOTTED WHITE STRIPING
- DOTTED YELLOW STRIPING
- VEHICLE EDGE PATH
- SIGHT TRIANGLE

WARNING

CALL BLUE STAKES

epic ENGINEERING

REVISIONS

DRAWN:	ATM
DESIGNER:	ATM
REVIEWED:	DIO
PROJECT #	

SCALED

SCALE: 1" = 20'

(24" x 36" SHEET)

0 1"

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

PROJECT NAME

K STREET UNDERPASS

SHEET TITLE

STRIPING PLAN OPTION #2

PLAN SET:	SHEET
EXHIBIT	2 OF 2

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ UTILITY BOARD ☐ NPUA ☐ RDA ☒ Regular ☐ Special

Meeting Date: 12/10/2019

Title: Authorize expendenture to Arizona Department of Tranportation in the amount of $175,000 for the scope & design work being completed by Arizona Department of Transporation on the shared expense for Colorado River bridge repairs.

Background: On July 25th, 2017, the City Council approved the scope and design work for the rehabilitation of the Needles-Arizona Bridge. On June 28, 2018 the Intergovermental Agreement between "ADOT" Arizona Department of Transportation and the City; then was modified changing dates on March 12, 2019 then executed.

Fiscal Impact: The City was awarded grant funds from the State of California with CalTrans being the administering agency in the amount of $154,928 for FY19/20 year to complete the project scope and design work. The City will request a reimbursement from Caltrans administered "Highway Bridge Program" grant to receive reimbursement of 88.53% for a total of $154,928 with the balance of 11.47% totaling $20,072 coming from the SB-1 funds.

Sylvia Miledi AM 11/22/19

Recommendation: Authorizing Expendenture in the amount of $175,000 to Arizona Department of Transportation (ADOT) for the City's portion between State of Arizona & the City to complete the scoping and design work. Staff will immediately request a reimbursement to the grant in the amount of $154,928. The balance of $20,072 coming from the SB-1 funds.

Submitted By: Tammy Ellmore, Engineering Tech II
T. Ellmore

City Management Review: Rick **Date:** 11/22/19

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

AGENDA ITEM: 11

City of Needles, California
Request for Council Action

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

Meeting Date: December 10, 2019

Title: Marijuana Auditing Services 2018-2019

Background: In October, the City sent out Request for Proposals (RFP) for tax field audits to be conducted. Advertising was also published in the local newspaper and posted on the City website. The proposal period closed on November 5, 2019 the following sealed bids were received:

1) Vasquez & Company *$5,200 to 5,800 per entity*
2) Greengrowth CPA's *$4,500 to 13,500 per entity*
3) Hay & Associates *$10,500 per entity*

Proposals were reviewed by staff which concluded that all parties are qualified to perform the requested revenue audits. The selected firm will conduct four (4) dispensary audits and one (1) cultivation facility.

Fiscal Impact: A maximum estimated cost of $5,800 per facility. Currently there are four (4) dispensaries and one (1) cultivation facility, a total cost of $29,000

Recommended Action: Award of contract to Vasquez & Company to perform four (4) dispensaries and one (1) cultivation facility for calendar year(s) 2018-2019 at a cost not to exceed $29,000

Submitted By: Sylvia Miledi, Finance Director

City Management Review: Rick **Date:** 12/2/19

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

Agenda Item: 12

Proposal for Marijuana Tax Field Audit Services

CITY OF NEEDLES

Submitted by:
Roger A. Martinez
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: (213) 873-1703
Fax: (213) 873-1777
www.vasquezcpa.com

November 26, 2019

RSM US Alliance
RSM

Vasquez & Company LLP
Certified Public Accountants and Business Consultants

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Vasquez & Company LLP
Certified Public Accountants and Business Consultants

655 N Central Avenue, Suite 1550
Glendale, CA 91203
Ph. (213) 873-1700
Fax (213) 873-1777

www.vasquezcpa.com

OFFICE LOCATIONS:
Los Angeles
Sacramento
San Diego
Manila

Cover Letter

November 26, 2019

City of Needles
Attention: Dale Jones, City Clerk
817 3rd Street
Needles, CA 92363

Re: Request for Proposal for Tax Field Audits

Vasquez & Company LLP ("Vasquez") is pleased to respond to the City of Needles' (the "City") request for proposal to provide tax field audit services for cannabis dispensaries and cultivation facilities operating within City limits for the calendar year ended December 31, 2018.

For Vasquez, there is only one measure of success: "Client Satisfaction." This is our primary objective, and drives our firm-wide customer service philosophy and focus:

- **Reliability:** Vasquez has a long history of dependable and reliable expertise in service to the City. It is a history of accumulated skills and experience that is proven and verifiable.
- **Knowledge:** We have become trusted advisors to the City based on our knowledge of their business and our specialized expertise.
- **Responsiveness:** Vasquez professionals, trained to listen to our clients, have a well-earned reputation for devising innovative and creative solutions to today's complex business challenges.

Highlighted below are a few of the reasons we believe Vasquez is your best choice.

We have assembled a client service team that is experienced, highly competent, and focused on exceeding your expectations. Our team's extensive knowledge and experience in performing sales and revenue examinations of businesses under contract with such entities as the City of Los Angeles, Department of Recreation and Parks, the City of Los Angeles Department of Public Works, Bureau of Sanitation makes Vasquez particularly qualified to conduct these examinations on behalf of the City. Our firm's hands-on approach, coupled with our extensive knowledge and experience in serving governmental agencies in this capacity, allows us to anticipate and address potential issues before they become a concern. As our proposal will show, our ability, technical expertise and timeliness in meeting deadlines have been consistently demonstrated on engagements of similar size and complexity. We are truly committed to providing the City with the highest level of expertise and client service possible.

Vasquez provides tax and business advisory services to the Tinley Beverage Company, a publicly-traded company on the Canadian Securities Exchange (TNY: CES) and the OTC Exchange (TNYBE: OTC). The Tinley Beverage Company is a producer and distributor of cannabis-infused beverages.

We will bring an unbiased perspective to the systems, operations, and practices of the cannabis businesses operating within City limits. Our experience will allow us to determine gross receipts and vendor compliance with the relevant terms and conditions of their contracts.

Vasquez remains committed to providing the level of service the City has come to expect, even as we strive to exceed our past performance. We trust you will continue to find Vasquez uniquely qualified to provide the audit services to the City.

VASQUEZ & COMPANY LLP

Roger A. Martinez
Partner, Audit Practice Leader

Independence

Vasquez meets the independence requirements of the auditing standards generally accepted in the United States of America and the *Government Auditing Standards* (2011 revision), published by the United States General Accounting Office ("Yellow Book") as it relates to the City and its component units.

Independence Policies and Monitoring Programs

One of the primary objectives of our system of quality control is to provide reasonable assurance that our firm and personnel comply with relevant ethical requirements when discharging professional responsibilities. Relevant ethical requirements include independence, integrity, and objectivity.

Our firm satisfies this objective by establishing and maintaining policies and enforcing specific procedures relative to the following:

- Personnel adherence to relevant ethical requirements such as those in regulations, interpretations, and rules of the AICPA, Securities and Exchange Commission, Department of Labor, Public Company Accounting Oversight Board, U.S. Government Accountability Office, state CPA societies, state boards of accountancy, state statutes and any other applicable regulators.
- Communicating independence requirements to firm personnel and, where applicable, others subject to them.
- Identifying and evaluating possible threats to independence and objectivity, including the familiarity threat that may be created by using the same senior personnel on an audit or attest engagement over a long period, and to take appropriate action to eliminate those threats or reduce them to an acceptable level by applying safeguards.
- Withdrawing from engagements if effective safeguards to reduce threats to independence to an acceptable level cannot be applied.
- Written confirmation, at least annually, of compliance with policies and procedures on independence from all firm personnel required to be independent by relevant requirements.
- Confirming the independence of another firm or firm personnel in associated member firms who perform part of an engagement.
- Rotating personnel for audit or attest engagements where regulatory or other authorities require such rotation after a specified period.
- Advising acquired practice units of our policies related to independence, integrity, and objectivity.

Firm Qualifications and Experience

Vasquez was established in 1969 as a Limited Liability Partnership registered with the State of California Department of Consumer Affairs.

Personnel Resources

Partners/Principals	7
Managers	8
Supervisors	6
Senior Auditors	15
Staff Auditors	20
Professionals	56
Administrators	4
Total	60

National Resources

Vasquez is an integral part of the RSM US Alliance, a premier affiliation of independent accounting and consulting firms in the United States, with more than 75 members in over 38 states, the Cayman Islands, and Puerto Rico. This affiliation gives us access to a full range of national and international capabilities. As a member of the RSM US Alliance, Vasquez has access to the resources and services RSM provides its clients. We accepted an invitation to become a member of the RSM US Alliance because it is a natural fit with our commitment to our clients and our determination to stay at the forefront of developments affecting accounting and consulting firms today.

RSM US Alliance provides its members with access to resources of RSM US LLP (formerly known as RSM US LLP), the leading provider of audit, tax and consulting services focused on the middle market, with more than 8,000 people in 80 offices nationwide. RSM US LLP (RSM) is a licensed CPA firm and the U.S. member of RSM International, a global network of independent audit, tax and consulting firms with more than 37,500 people over 110 countries. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their acts and omissions, and each is separate and independent from RSM.

Government Practice Group

Vasquez is comprised primarily of personnel who left the prestigious "Big Four" international accounting firms to focus on their chosen industry – primarily government and nonprofit – and work with greater autonomy in a progressive, nimble, and client-centric environment. The Vasquez leadership consists of seven (7) partners, each of whom previously worked with one or more of the Big Four – KPMG, PwC, EY, and Deloitte. This experience ensures a firm emphasis on quality, innovation, performance standards, opportunity, discipline, and professional growth.

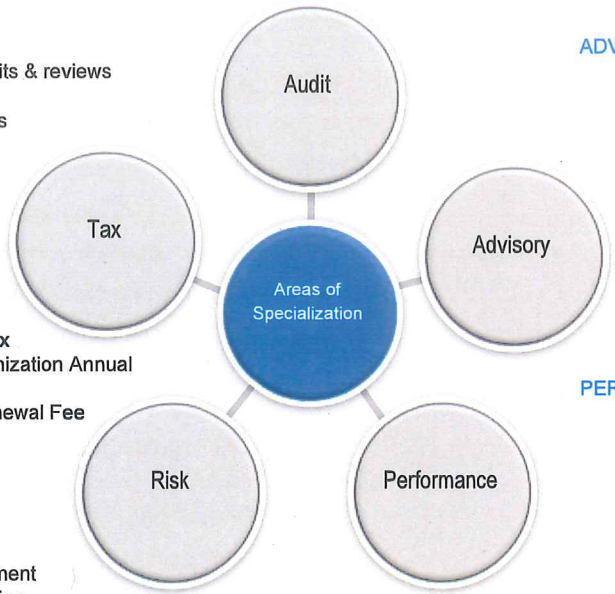
Since its inception, Vasquez has been primarily focused on serving governmental entities. The government-industry easily comprises the largest portion of all industries we serve today.

Office Locations

Vasquez will staff the City with two partners, one manager, one senior, and one staff auditor. We will serve the City from our headquarters based in Glendale:

Headquarters	Sacramento	San Diego	Manila
655 N. Central Avenue	1215 K Street	333 H Street	6750 Ayala Avenue
Suite 1550	17th Floor	Suite 5000	Level 17, Office Tower
Glendale, CA 91203	Sacramento, CA 95814	Chula Vista, CA 91910	Makati City, 1226
t) 213-873-1700	t) 916-503-3269	t) 858-263-2760	Philippines
f) 213-873-1777	f) 916-503-2401	f) 619-551-7001	

Range of Services



AUDIT
- Financial statement audits & reviews
- Reporting
- Agreed-upon procedures
- Forecasts & projections
- Benefit plans

TAX
- IRS Represenation
- Return of Organization Exempt from Income Tax
- California Exempt Organization Annual Information Return
- Annual Registration Renewal Fee Report

RISK
- Corporate governance
- Enterprise risk management
- Sarbanes-Oxley consulting
- Regulatory compliance
- T risk
- Security & privacy
- Fraud

ADVISORY
- Internal control reviews
- Strategic planning
- Organizational analysis
- Internal audit
- Political accounting & compliance
- Outsourced accounting

PERFORMANCE
- Business intelligence / Corporate performance management
- Performance improvement & implementation
- Performance audit
- Expense reduction analysis

List of Municipal Clients

Vasquez performs numerous financial and compliance audits of governmental organizations. These audits include risk assessments performed pursuant to a structured approach based on the standards outlined in the COSO Principles.

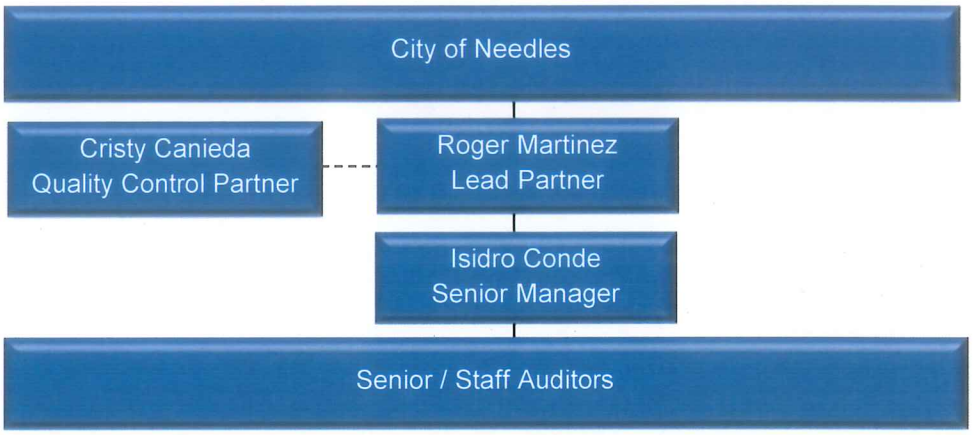
Our audits are performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, OMB Uniform Guidance, and the Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts (when applicable).

Currently, Vasquez performs compliance audits of over 40 cities and jurisdictions.

Clients
City of Agoura Hills
City of Azusa
City of Baldwin Park
City of Bell
City of Bell Gardens
City of Beverly Hills
City of Calabasas
City of Carson
City of Commerce
City of Compton
City of Cudahy
City of Culver City
City of El Monte
City of Gardena
City of Hawthorne
City of Hidden Hills
City of Huntington Park
City of Industry
City of Inglewood
City of Irwindale
City of La Puente
City of Lawndale
City of Long Beach
City of Lynwood
City of Malibu
City of Maywood
City of Montebello
City of Monterey Park
City of Moreno Valley
City of Norwalk
City of Pico Rivera
City of Pomona
City of Rosemead
City of San Bernardino
City of San Fernando
City of San Juan Capistrano
City of Santa Fe Springs
City of Santa Monica

Clients
City of Simi Valley
City of South El Monte
City of South Gate
City of Temple City
City of Vernon
City of Walnut
City of West Hollywood
City of Westlake Village
Alameda Corridor-East Construction Authority
Alameda Corridor Transportation Authority
Antelope Valley Transit Authority
Big Bear Municipal Water District
California Watereuse Finance Authority
Central Basin Municipal Water District
Encina Wastewater Authority
Hidden Valley Municipal Water District
Los Angeles County Metropolitan Transportation Authority
Los Angeles Community College District
Los Angeles Unified School District
Los Angeles Regional Adult Education Consortium
Metropolitan Water District of Southern California
Municipal Water District of Orange County
Needles Public Utility Authority
Plumas County Transportation Commission
Port of Long Beach
San Gabriel Basin Water Quality Authority
San Gabriel Valley Council of Governments
San Joaquin Regional Transit District
Southern California Association of Governments
Southern California Regional Rail Authority
SunLine Transit Agency
Upper San Gabriel Valley Municipal Water District
Valley County Water District
Walnut Valley Water District
Water Replenishment District of Southern California

Partner, Supervisory and Staff Qualifications and Experience



Team Member	Role
Roger A. Martinez, CPA Lead Partner	Roger Martinez, Vasquez Audit Practice Leader, will be responsible for planning and directing our services to the City. He will develop our audit strategy, provide on-site direction to our team, work closely with the City management, and will be available throughout the year to ensure proactive issue identification and service delivery.
Cristy Canieda, CPA, CGMA Quality Control Partner	Cristy Canieda, Vasquez Government Practice Leader, will have the responsibility of technical reviewer for the engagement. Cristy will be the primary professional standards reviewer of reports issued and will work closely with the Engagement Lead Partner in reviewing and evaluating the audit fieldwork and reports.
Isidro Conde, CPA Senior Manager	Isidro (Cid) Conde, Vasquez Senior Manager, will work closely with the Lead Partner in planning, coordinating, supervising the engagement. He will manage the day-to-day activities, and task accomplishments monitor progress, and ensure schedule compliance. He will ensure on-going timely communication among all levels of the engagement team and spend significant time-on-site, ensuring the smooth operation of the audit process.

ROGER A. MARTINEZ, CPA

Partner, Audit Practice Leader
Vasquez & Company LLP
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: 213-873-1703
Email: ram@vasquezcpa.com

Areas of Expertise

Roger's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews, Single Audits performed in accordance with Office of Management and Budget "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200*" (the Uniform Guidance), program specific audits, financial statement reviews, forecasts and projections to large complex governmental or regulated entities in California. His expertise also includes serving as a quality technical reviewer of governments at a national level and acting as an instructor on accounting, auditing and reporting issues to the public sector throughout the United States.

Representation of Experience

- City of Long Beach
- City of Vernon
- City of Adelanto
- City of Cudahy
- City of El Monte
- City of Huntington Park
- City of Norwalk
- Township of Addison
- Village of Hillside
- Village of Merrionette Park
- Village of Posen
- Village of River Grove
- Alameda Corridor – East Construction Authority
- Alameda Corridor Transportation Authority
- California State University System
- California State Teachers' Retirement System
- Los Angeles County Employees Retirement Association
- Los Angeles County Metropolitan Transportation Authority
- Los Angeles World Airports
- Los Angeles Community College District
- Metropolitan Water District of Southern California
- Port of Los Angeles
- San Joaquin Transit Agency
- SunLine Transit Agency

Professional Background and Affiliations

Roger is a member of the American Institute of Certified Public Accountants, California Society of Certified Public Accountants, Los Angeles Chamber of Commerce, and the Association of Latino Professionals in Finance and Accounting. He has held many board memberships with private companies and nonprofit organizations. He is currently on the Advisory Board for the Salvation Army, and Los Angeles County Medical Association.

CRISTY A. CANIEDA, CPA, CGMA

Partner
Vasquez & Company LLP
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: 213-873-1720
Email: ccanieda@vasquezcpa.com

Areas of Expertise

Cristy's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews and Single Audits performed in accordance with Office of Management and Budget Federal regulations entitled "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200*" (the Uniform Guidance), program specific audits, financial statement reviews, forecasts and projections to government agencies; preparation of comprehensive annual financial reports, State Controller's reports.

Prior Experience

- City of Baldwin Park
- City of Carson
- City of Cudahy
- City of El Monte
- City of Hawthorne
- City of Huntington Park
- City of La Puente
- City of Lynwood
- City of Montebello
- City of Moreno Valley
- City of San Juan Capistrano
- City of Simi Valley
- City of Norwalk
- City of Pico Rivera
- City of Temple City
- City of Vernon
- Alameda Corridor East Construction Authority
- Alameda Corridor Transportation Authority
- Coachella Valley Association of Governments
- Los Angeles County Metropolitan Transportation Authority
- Orange County Transportation Authority
- San Gabriel Valley Council of Governments
- San Joaquin Regional Transit District
- Southern California Association of Governments
- SunLine Transit Agency
- Water Replenishment District of Southern California
- WateReuse Finance Authority
- Central Basin Municipal Water District
- Vernon Light & Power
- La Puente Valley County Water District
- Orange County Water District
- Coachella Valley Association of Governments

Professional Background and Affiliations

Cristy's professional background includes Diehl, Evans & Company and Audit Manager and Manager, Tech. Standards and Continuing Education with PricewaterhouseCoopers. She is a Certified Public Accountant licensed to practice in the State of California.

Educational Background

Cristy received her Bachelor of Science in Accountancy and Associate in Government Auditing from Enverga University and her Master's in Business Administration from Ateneo Graduate School of Business. She remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. She maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

ISIDRO CONDE, CPA

Senior Manager
Vasquez & Company LLP
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: 213-873-1700 x 221
Email: cconde@vasquezcpa.com

Areas of Expertise

Cid's practice is in managing all aspects of financial and compliance audits including internal control reviews, Single Audits performed in accordance with Office of Management and Budget Federal "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200*" (the Uniform Guidance), program specific audits, financial statement reviews, forecasts and projections to government agencies; preparation of comprehensive annual financial reports and State Controller's reports.

Representation of Experience

- City of Baldwin Park
- City of El Monte
- City of Huntington Park
- City of La Puente
- City of Montebello
- City of Norwalk
- City of Temple City
- City of Vernon
- City of Los Angeles Transit
- Metropolitan Transportation Authority
- Needles Public Utility Authority
- San Gabriel Valley Council of Governments
- SunLine Transit Agency
- Upper San Gabriel Metro Water District

Professional Background and Affiliations

Cid's professional background includes EY, where his practice was focused on audit engagement planning, budgeting and preparing audit programs, draft financial statements, tax returns, and management reports. Cid is a Certified Public Accountant licensed to practice in the State of California.

Educational Background

Cid received his Bachelors of Science in Commerce, major in Accounting, from the University of San Carlos. He remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. He maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

Similar Engagements with Other Governmental Entities

Businesses have an incentive to underreport sales as doing so may reduce their tax liability; therefore, it is important to have mechanisms to identify and discourage intentional underreporting. To ensure the collection of proper tax revenue, the IRS established penalties to encourage compliance. The IRS stated that penalties encourage voluntary compliance by demonstrating the fairness of the tax system to compliant taxpayers and by increasing the cost of non-compliance.

The cash-intensive nature of cannabis businesses may increase the risk of underreporting sales and, in turn, underpayment of taxes. Additionally, various studies performed by the IRS and the General Accounting Office, a government agency that investigates how the federal government spends taxpayer dollars, indicate that there is an increase in underreporting of income for taxpayers with the ability to self-report income.

Our approach is tailored to meet all technical requirements while maintaining professional skepticism without forgetting that we provide a service. We are able to achieve this by partner involvement in all phases of the examination and assigning experienced governmental auditors to the engagement. Partner involvement will result in decisions being made on a timely basis, and experienced auditors will minimize disruption to City and Cannabis Businesses (Entity) staff.

Client/Contact/Address	Nature of Engagement
The Community Redevelopment Agency for the City of Los Angeles Gordon Seaberg Director of Audit and Compliance 354 South Spring Street, Suite 500 Los Angeles, CA 90013 (213) 977-1600	Residual receipts reviews of the following entities: 1. Forest City Southpark Two, Inc. 2. Citicorp Plaza Parking Garage 3. The Market at 9th & Flower 4. Broadway Spring Center 5. Main Street Garage 6. Centre Street Lofts, LLC 7. Cinerama Dome Parking Facility
City of Los Angeles, Dept. of Recreation and Parks Desiree Guzzetta Management Analyst II 221 North Figueroa Street, 2nd Floor Los Angeles, CA 90012 (213) 202-3291	Sales and Revenue examination to evaluate the accuracy of the rental payments made under its concession agreement: 1. Greek Theater (Nederlander-Greek, Inc.) Evaluate the compliance with the Municipal Recreation Program Manual and applicable Cash Handling procedures such that all collections were properly accounted for and deposited timely into the City's account for the following facilities: 1. El Sereno Recreation Center 2. Highland Park Recreation Center 3. Ramona Hall Community Center 4. Yosemite Park Recreation Center

Client/Contact/Address	Nature of Engagement
City of Los Angeles, Dept. of Public Works, Bureau of Sanitation Joan Huang, EEA III 1149 S. Broadway, 10th Floor Los Angeles, CA 90015 (213) 485-3761	Audit of waste haulers compliance with AB 939 Compliance Fee Program, including accounting records in relation to its compliance with the ordinance and gross receipts reported for the following entities: 1. American Waste Industries, Inc. 2. Arakelian Enterprises, Inc. 3. Budget Disposal Service 4. California Waste Services, LLC 5. Commercial Waste Services, Inc. 6. Consolidated Disposal Service, LLC 7. Crown Disposal Co., Inc. 8. Foothill Waste Reclamation, Inc. 9. Local Rubbish Company, Inc. 10. Looney Bins, Inc. 11. Norcal Waste Services, Inc. 12. Si-Nor, Inc. 13. Southern California Disposal Co., inc. 14. USA Waste of California, Inc.

Approach

Based on our experience with similar engagements, we propose to perform the examination of gross receipts utilizing agreed-upon procedures (AUPs), in accordance with attestation standards established by the American Institute of Certified Public Accountants.

These professional services, outlined below, will conclude with a report that highlights the results of our examination of financial records, bank deposits, tax returns, and sales receipts.

Compliance Audit Approach: Agreed-upon Procedures

We know from our prior experience with other similar entities, coupled with our approach to the engagement, will result in a timely, efficient, and cost-effective examination. Our engagement will be conducted with a minimum of disruption to the Entity's ongoing day-to-day operations.

Our general approach for local government and its contractors is a business approach. This means we spend more time understanding the overall nature of the Entity. We strongly emphasize early planning, communication, and coordination of our efforts with the Entity's personnel, which results in the efficiency and timeliness of our procedures. Our approach stresses the early resolution of audit, accounting, and reporting-related issues.

Phase I - Planning

- Client entrance conference
- Review of BOE-401-A, State and local Sales and Use Tax Returns
- Recently filed Form 1220. U.S. Corporation Income Tax Return, prior audit reports, and findings, if any.
- Review of sales reports provided to the City by the Entity.
- Review Corporate books and records
- Patient records
- Product purchased records, including parties involved
- Payroll records
- Entrance conference with the Entity to form an understanding of business and flow of transactions.
- Review Entity's control procedures and policies over the revenue cycle.
- Design the agreed-upon procedures.
- Prepare a list of documents to request from the Entity.

Phase II – Control and Substantive Testing

- Perform agreed-upon procedures such as the following:
  - Compare sales reports submitted to the City with Entity's books, tax returns, and bank statements.
  - Test bank deposits in relation to cash receipts journals and other records of sales, attendance, fees, or other applicable transaction data.
  - Perform comparative analysis with prior years and industry averages, if available.

Phase III - Completion

- Discuss findings and obtain the Entity's feedback.
- Draft report.
- Conduct an exit conference with the City.
- Issue report.

Fee Proposal

Our fees for the services outlined in this proposal are based on our estimates of the time needed to complete the project at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. The fees are based on the assumption that unexpected circumstances will not be encountered during the audit, along with the following:

Engagement Assumptions: The proposed fees assume the following:

1. Staff available to answer questions within the agreed timeframe.
2. Audit fieldwork procedures conducted at a centralized location.
3. No instances of fraud that will require additional procedures.
4. Staff to prepare all financial statements/schedules.
5. All information requested provided within the agreed timeframe.
6. The information provided is complete and correct for the year being audited.
7. Other unforeseen events such as:
   a. Accounting problems.
   b. Changes in the Entity's business and business environment.
   c. Contractual difficulties with suppliers, third-party service providers, or clients.

We anticipate the cost for the audit of gross receipts to be as quoted below:

City of Redondo Beach		Fee Rage
Agreed-upon procedures for gross receipts tax field audit services	$	5,200 to $5,800 per entity

November 19, 2019

City of Needles

Attention: Dale Jones, City Clerk

817 3rd Street

Needles, CA 92363

Re: Marijuana Audits

Subject: Proposal to Provide Auditing Services of Commercial Cannabis Businesses in Needles, CA

GreenGrowth CPAs

Derek Davis

2408 S Broadway

Los Angeles, CA 90007

Mobile: (310) 962-9178

GREEN GROWTH CPA

November 19, 2019

City of Needles
Attn: Dale Jones
817 Third St
Needles, CA 92363

RE: Marijuana Tax Audits

Subject: Proposal to Provide Auditing Services of Commercial Cannabis Businesses in Needles, CA

Dear Mr. Jones,

GreenGrowth CPAs is pleased to present to you our proposal to provide professional auditing services of commercial cannabis businesses in the City of Needles. The City's auditing needs, specifically for existing cannabis business operators, is of paramount importance and requires specific skill sets and experience in order to determine whether operators are reporting accurately or fraudulently. Given the highly regulated and lucrative nature of the industry, we believe that our extensive experience with cannabis businesses and auditing are best suited to providing these services.

We are a boutique CPA firm that provides accounting and auditing services to over 300 cannabis businesses all over the country. Our team has come out of Big Four firms and has taken its training, industry knowledge, and experience to the cannabis industry in order to provide the financial services and direction it so desperately needs. We are well versed with typical operating costs of running such businesses and other business operations related to the unique financial situation of cannabis businesses. We have the necessary knowledge, experience, and expertise on cannabis industry regulations, licensing procedures, accounting and auditing requirements, as well as a comprehensive understanding of the issues that the industry and its operators face that heavily influence how cannabis businesses should be audited for finances and regulatory compliance. To date, we've helped the federal government collect more than $12 million in tax revenues by making sure our Clients are compliant and paying their applicable taxes.

We are submitting a proposal for auditing services for cannabis business operators in the City, that includes five (5) audits. The audits will validate or refute the accuracy of the bookkeeping, operational costs, and payment of required taxes and contribution to the City's General Fund. Audits will be performed at various times throughout the year for each cannabis business. The contract will be for two (2) years commencing the date of agreement, upon approval by the City Council.

GREEN GROWTH CPA

GreenGrowth CPAs is committed to devoting the necessary resources to complete the work described in this proposal. Armed with our extensive experience in providing financial and consulting services to cannabis business operators, a deep understanding of the nature of the industry and its emerging issues that directly affect the operators, and our ability to work with clients and their staff to implement complex accounting and reporting pronouncements, we are certain we will meet and exceed the City's requirements. We are confident that as you plan for your future needs, you will be convinced that GreenGrowth CPAs is your best choice. We appreciate the opportunity to present our proposal to serve the City. If you have any questions, or if we can be of assistance to you in any way during your proposal or selection process, please do not hesitate to contact us at:

Marko Glisic and Derek Davis
GreenGrowth CPAs
2408 S Broadway
Los Angeles, CA 90007

Derek Davis
Mobile: (310) 962-9178

Marko Glisic, Partner, CPA

Derek Davis, Founder, CPA

GREEN GROWTH CPA

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Derek Davis, CPA, Partner 6

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APPENDIX A **21**

GREEN GROWTH CPA

OVERVIEW

GreenGrowth CPAs is a boutique CPA firm that provides accounting and auditing services to over 300 cannabis businesses all over the country. Our team is well versed with typical operating costs of running such businesses, their complexities and nuances involved in tax compliance with regards to cannabis businesses.

QUALIFICATIONS AND EXPERIENCE

Marko Glisic, CPA, Partner

GreenGrowth CPAs, Partner

- Prepared pro-forma financial statements projecting profit and loss and cash flows for dozens of cannabis companies consisting of cultivation, manufacturing/extraction, and dispensary/delivery operations. This experience provided an insight into the key metrics driving cannabis businesses' operations and financials – square footage of canopy, average customer spend per transaction etc. – and thus the ability to analytically assess financials of cannabis businesses.

- Performed dozens of audit and due diligence engagements of cannabis operators ranging from dispensaries with a couple of million of revenues to $20 million vertically integrated operators that have cultivation, manufacturing, and distribution operations. This experience provided an insight into the operations and challenges cannabis operators face. Some of the recurring observations in these projects are that significant number of cannabis operators have discrepancies in cash, which in some cases range up to $200,000.

- Prepared financial statements (profit and loss statement and balance sheet) and sales tax returns on a monthly basis for 18 cannabis operations consisting of cultivation, manufacturing/extraction, and dispensary/delivery operations. This experience provided insight into the processes that are necessary to generate accurate and complete financials,

and also where the majority of cannabis operators fail. Some of the recurring observations in these projects are that cannabis operators tend to incorrectly remove excise tax from revenues to calculate sales tax, or incorrectly apply the definition of gross receipts for local returns.

Webjoint, Outsourced CFO

- Outsource accounting/finance services for a Series A SaaS (software as a service) startup that provides point of sale software to cannabis dispensaries and deliveries.

- Assisted the Webjoint team in developing the software that is compliant with the regulations and sales and local tax frameworks.

Deloitte & Touch LLP, Audit Senior Manager

- Top rated manager in Consumer Products & Agricultural Industry – consistently rated a 1 and 2 on a 1 (highest) to 5 (lowest) scale.

- Audited financials and analyzed cash flows for various clients in retail, manufacturing, and agriculture industries, ranging in revenues from $40 million to over $4 billion.

- Lead audit manager on a large international agricultural public entity:

    a) Managed a budget of over 12,000 hours;
    b) Led a team of 10 auditors and oversaw the work of 8 international divisional teams consisting of 10 auditors each;
    c) Executed and oversaw all phases of the audit process including planning, substantive testing, financial analysis and reporting, review and analysis of internal control over financial reporting and presentation of audit findings to management; and
    d) Led the team to audit $1.2 billion going-private transaction.

- Client portfolio consisted of 4 large clients per year on average, with project timing occasionally overlapping.

- Worked as an audit manager on an initial public offering (IPO) of a $ 4 billion agricultural company.

- Worked as an audit manager on multiple debt offerings amounting to over $300 million on agricultural company.

Education:

GREEN GROWTH CPA

B.A. Business Economics with an Emphasis in Accounting, University of California, Los Angeles

Derek Davis, CPA, Partner

Green Growth CPAs, Founder, CPA

- Certified Public Accountant – Licensed in California since 2012.
- Managed Tax returns for over 300 Clients spread throughout CA, CO, WA, OR, MI, FL, OH, AZ, DC, which provided insight into the tax framework cannabis operators are subject to.
- Testified on Capitol Hill regarding tax policy reform in November 2015.
- Cited in Numerous Tax Policy and Tax Form.
- Involved in Cannabis Taxes since 2010.

Deloitte and PwC, Transfer Processing Consultant

- Half a decade of Corporate Taxation at Deloitte Tax and PricewaterhouseCoopers LLP (PwC).
- Prepared economic models to benchmark financial results of related and unrelated companies operating in comparable industries and geographic market.
- Constructed bond default rate mappings and comparative models to determine default rating for companies in the Engineering and Manufacturing industries.
- Assess client business risks through extensive industry, economic, financial, and market research.
- Manage and coach junior staff on economic analyses and financial modeling.

- Developed and maintained financial models using client actual and projected financial data to assess the validity of client pricing policies.

- Analyzed the pricing policies of major multinational clients in entertainment, consumer goods, services, information technology, media, e-commerce, multi-level marketing and financial services industry.

- Initiated and founded the Deloitte Tax Public Speaking Society.

Education:

Bachelor of Science: Business Administration, Concentration: Accounting, California Polytechnic State University

REFERENCES

1. **Project:** San Francisco Mission Organic Due Diligence Engagement

   Project Description: Engaged by the Court to perform a due diligence on a dispensary due to a dispute between owners

   Contact: Gerard F. Keena, Bay Area Receivership Group
   gkeena@bayarearg.com
   (510) 945-0158
   2001 Milvia Street
   Berkeley, CA 94704

2. **Projects:** Dole Food Company Inc., Robbins Brother Jewelry, Semtech Inc., Transonic Combustion Inc., Quest Nutrition LLC

   Project Description: Managed PCAOB and AICPA audits in Deloitte's retail, manufacturing, and agricultural clients ranging from startups-to multi billion dollar companies. Due to the size and nature of the clients, we are providing the Deloitte Partner who directly worked with Marko Glisic on the projects as a reference.

   Contact: Trent Brown, Partner, Deloitte & Touche LLP
   trbrown@deloitte.com
   (818) 388-3114
   555 W 5th Street # 2700
   Los Angeles, CA 90013

3. **Projects:** Acme Holdings, Inc., Agile Retailers Inc., Alternative Health

Collective Association, Inc., Greenland Enterprises, M & A Global Systems, Inc.

Project Description: Tax returns for cannabis business entities and monthly accounting services for three (3) out of six (6) those entities.

Contact: Anna Blazevich, Cannabis Business Owner
anna@ablazedesignz.com
(310) 634-2542
621 W. Rosecrans Avenue,
Gardena, CA 90248

INSURANCE

In compliance with professional accounting standards and the requirements for this proposal, we are attaching copies of the following insurance that can be found in appendix A:

1. Professional Liability Insurance + Errors and Omissions Insurance
2. Worker's Compensation Insurance

SCOPE AND AUDIT APPROACH

General Audit Approach:

Our philosophy for a successful engagement is based on planning, organization, communication, and coordination between us, the CPA firm, and the cannabis operator. In addition, we will meet with the appropriate city personnel on a regular basis to report on the progress of our audit and on our preliminary audit findings.

The Green Growth CPAs audit approach is tailored to meet the specific needs of each project. We will leverage off our experience base of over 300 cannabis clients and build upon our deep understanding of the cannabis operators. As conditions change, we will continue to develop our understanding of critical audit areas through comprehensive audit planning and risk assessment. Our audit approach entails an analysis of audit risks leading to a focus of audit effort.

Broadly, the following phases outline our audit approach:

Agree terms of engagement - We first agree with the City on the objectives of the engagement and the nature and timing of our reports. In addition, the objectives are communicated to a cannabis operator.

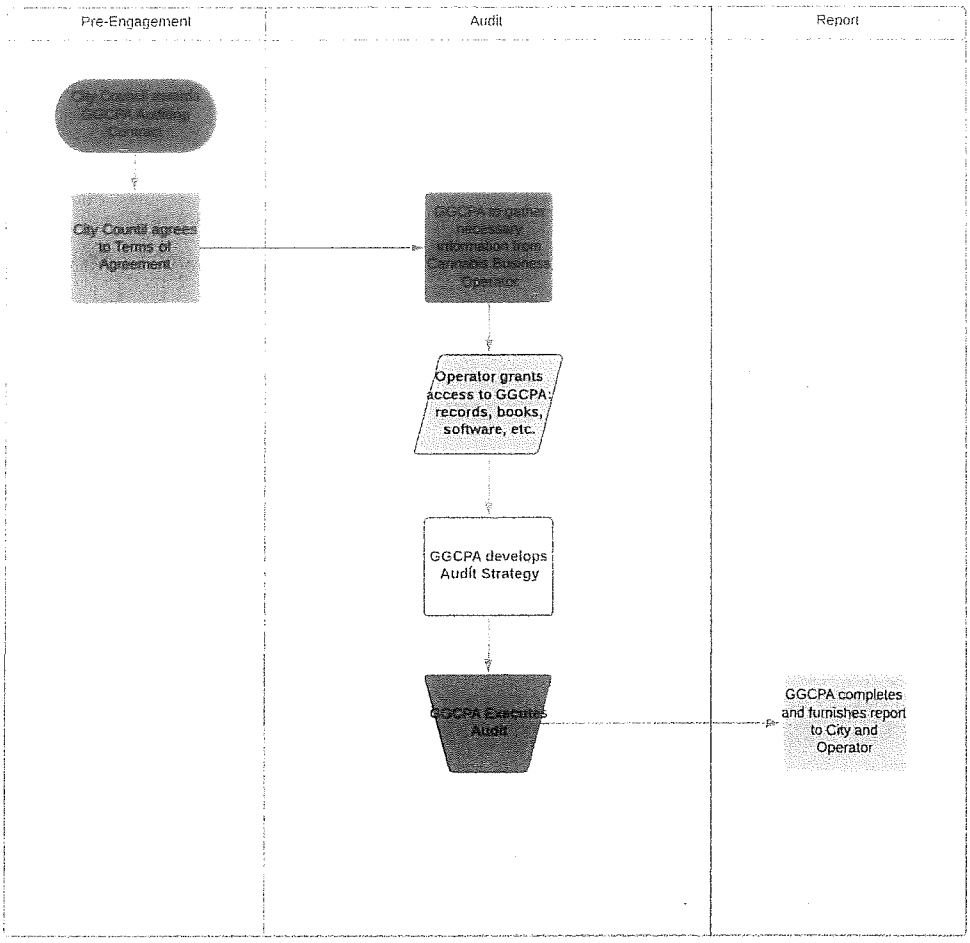
Gather information -We develop an understanding of the cannabis operator's business, information system and organization, and the ways in which management exercises control.

Develop audit strategy - Based on our knowledge, we then move to a detailed assessment of the

risks potentially affecting the financial statements and bookkeeping process. A client-specific audit strategy is then developed, focusing our audit efforts on financial statement areas where there are significant risks of material misstatement, whether due to fraud or error. We select those procedures which will provide us with the necessary evidence with optimum timing and efficiency. Our sampling and analytical procedures are outlined in more detail below.

Execute the audit - We then perform the selected audit procedures, ensuring that they are carried out by staff who have a level of experience and knowledge relevant to the planned procedures. The results are evaluated to determine whether we have sufficient appropriate audit evidence or whether additional procedures need to be performed.

Report - We report on other matters covered by the terms of our engagement. Throughout the audit process we gain knowledge which, combined with our general experience and expertise, provides us with a unique insight into the cannabis operators' operations and with opportunities for identifying improvements, not only with respect to accounting and information systems but also regarding broader, and often more significant areas such as organizational structure and financial planning and compliance. Insight is often a source of valuable business advice to cannabis operators. *(See chart below.)*



Our audit approach is based on our experience working with cannabis entities over many years. The key element in performing a successful audit of a cannabis entity is to have knowledgeable professionals that know the cannabis industry and environment.

Our approach emphasizes comprehensive and timely audit planning. In order to perform the audit timely and meet or exceed your deadlines, we will work closely with your staff and cannabis operators while planning the engagement. Some of the techniques used:

(1) Place timely requests of documents to a cannabis operator;

(2) Establishing a Dropbox server where the documents can be securely and quickly uploaded;

(3) Leverage deep knowledge of systems cannabis operators use (Meadows, Webjoint, Treez, MJ Freeway, Quickbooks, Xero etc.) and provide clear instructions outlining how the operator can give us access and provide necessary reports and support documentation; and

(4) Regular meetings with the cannabis operator management and city personnel.

Sampling Approach

Audit sampling is the application of an audit procedure to less than 100% of the items within an account balance or class of transactions for the purpose of evaluating the value of the balance or class. Substantive test sampling provides a technique for estimating the extent of monetary misstatement in a class of transactions or balances. Sampling can be very useful in performing substantive tests on, for example, sales, purchases, or accounts receivable.

Our audit approach encourages the use of statistical sampling whenever practical especially for substantive tests. In summary our sampling procedures include the following:

1. Define the Objective
2. Define the Population and the Sampling Unit
3. Define Tolerable Misstatement
4. Remove Items for 100% Examination
5. Specify the Desired Level of Sampling Assurance and the Acceptable Risk of Over auditing
6. Estimate the Expected (Anticipated) Misstatement
7. Select the Sampling Technique (e.g., non-statistical, PPS, SRS)
8. Determine the Sample Size
9. Select the Sample
10. Examine the Sample Items and Evaluate the Sample Results

Analytical Procedures

AICPA defines analytical procedures as:

"Evaluations of financial information through analysis of plausible relationships among both financial and nonfinancial data. Analytical procedures also encompass such investigation, as is necessary, of identified fluctuations or relationships that are inconsistent with other relevant information or that differ from expected values by a significant amount."

Our audit approach strongly encourages substantive analytical procedures as it results in high levels of assurance and efficiency. Through our deep understanding of key metrics driving cannabis businesses, developed from working with over 300 cannabis operators, and access to reputable industry reports, we are able to develop substantive analytical procedures for revenues and other classes of transaction and account balances. Some of the key metrics we tend to leverage are:

GREEN GROWTH CPA

Key Metrics for Vertical Specific Activity

Retail Dispensary	Cultivation	Manufacturing
Average spend per transaction	Growing methodology (indoor with GAVITA lights, indoor with LED lights, greenhouse, outdoor)	Process extraction yields
Concentration of dispensaries in an area relative to population size	Square footage of canopy	Equipment capacity/type to audit revenues for a processor
Frequency of customer purchase	Yield per square foot to audit revenue	Wholesale mark up
Retail mark ups	Cost per pound	Cost per unit
expense contribution	Cost of good sold	Expense contribution
Headcount to audit gross margin	Headcount to audit gross margin	Headcount to audit gross margin

Technology:

We view technology as a foundation for deploying and executing our audits. Technology is what allows us to execute audits with the highest levels of assurance and efficiency.

Our years of experience, we have provided us with deep insight into cannabis software operators use:

(1) Webjoint
(2) Meadows
(3) Treez
(4) Greenbits
(5) MJ Freeway
(6) BioTrack
(7) Metrc

In addition, we leverage the following software:

(1) Asana – for efficient project management and communication
(2) Dropbox – for secure and safe storage of operator documents
(3) Zoom – for screen-sharing and remote deployment of some resources
(4) Arbutus and ACL – for audit software

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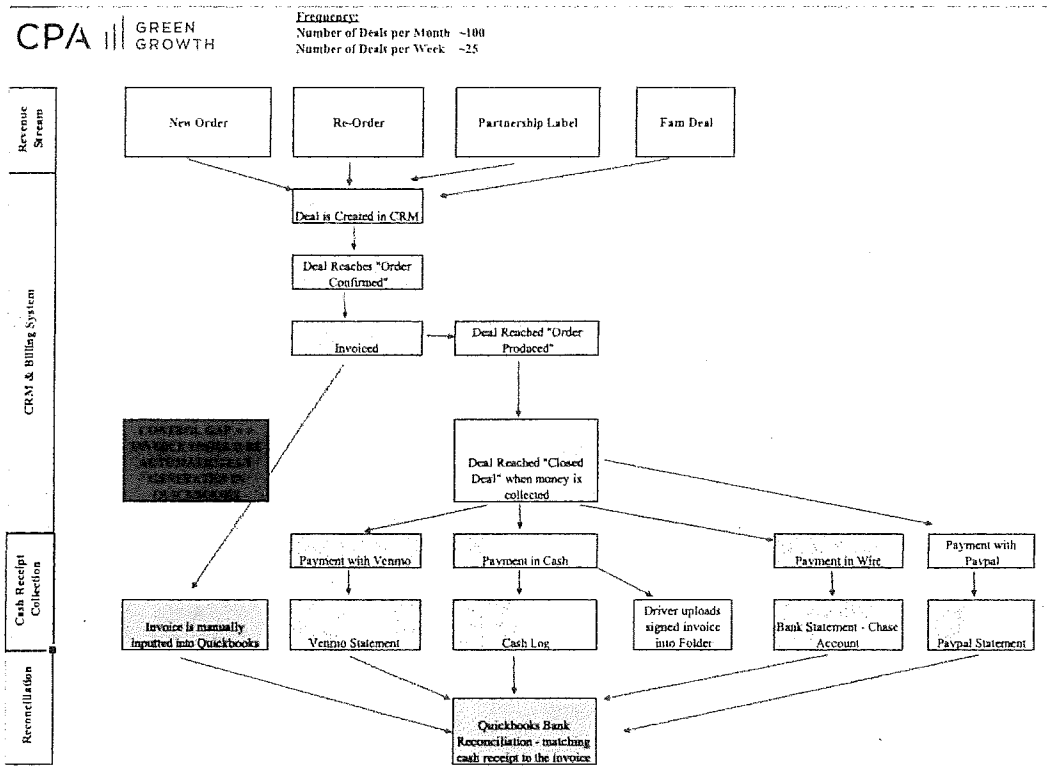
CPA GREEN GROWTH

Single Audit Approach:

Audit procedures would be as follows:

(1) Walkthrough the sales operational and accounting processes and flow chart them to identify control gaps and additional risks of material misstatement and fraud (see a sample flowchart below.)



(2) Review CDTFA sales tax return and/or cannabis tax return and reconcile them to the sales per general ledger (See sample reconciliation below.)

CPA GREEN GROWTH

		Q2
Sales Tax Return	$	310,341
Sales per General Ledger	$	310,341
Difference	$	-

Some of the issues we have discovered through our audit engagements in the past and working directly with cannabis operators is that excise taxes will be backed out of gross receipts to calculate sales tax. This results in a significant under-reporting of sales tax and diminishes the benefit sales tax program has given to the state and local programs. Please refer to the exposure analysis below:

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Sales Tax Exposure Analysis			
	Low	High	Ref
Average Revenues for a Dispensary	2,000,000	6,000,000	<A>
Revenues + Excise Tax of 15%	2,300,000	6,900,000	<B>
Sales Tax Rate	0.1	0.1	<C>
Sales Tax Collected - INCORRECT	200,000	600,000	<A> * <C>
Sales Tax Collected - CORRECT	230,000	690,000	<B> * <C>
Exposure for 1 Dispensary	**30,000**	**90,000**	
Exposure for 8 Dispensaries	**240,000**	**720,000**	
Exposure for 16 Dispensaries	**480,000**	**1,440,000**	

(3) Review local city return and reconcile it to the sales per general ledger.

The following lists some of the discrepancies we have observed in the past:

(a) Cannabis operators have failed to report the correct amount due for clerical reasons, i.e. sales per return do not reconcile to the ledger
(b) Cannabis operators incorrectly interpreting the definition of gross receipts or taxable receipts by including things such as cost of goods sold.

(c) Cannabis operators treating the local tax as a sales tax and passing it onto customers. This results in misrepresentation of local tax code, burden on local community, and under-reporting. Please refer to exposure analysis below.

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Local Tax Exposure Analysis			
	Low	High	Ref
Revenues	2,000,000	6,000,000	<A>
Local Tax Collected from Customer at 10%	200,000	600,000	<B> = <A> * 10%
Gross Receipts	2,200,000	6,600,000	<A> + <B>
Local Tax	0.1	0.1	<C>
REPORTED Local Tax - INCORRECT	200,000	600,000	<A> * <C>
Local Tax - CORRECT	220,000	660,000	<B> * <C>
Exposure for 1 Operator	**20,000**	**60,000**	
Exposure for 8 Operators	**160,000**	**480,000**	
Exposure for 16 Operators	**320,000**	**960,000**	

(4) Review Point of Sale System ("POS") or billing system data and reconcile it to sales per general ledger (See sample POS data reconciliation to Sales Ledger below.)

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	August	September	October	
Cash Receipts per Meadows	364,359.68	431,407.76	498,011.12	<A> - Meadows Data Detail
Cash per QBO and Cash Logs:				
Delivery	46,306.00	52,148.00	69,743.00	<B> - QBO & Cash Logs Screenshots
1 Drawer	101,791.00	133,930.00	168,428.00	<B> - QBO & Cash Logs Screenshots
2 Drawer	195,654.00	218,184.00	246,330.00	<B> - QBO & Cash Logs Screenshots
	343,751.00	404,262.00	484,501.00	
Difference	20,608.68	27,145.76	13,510.12	AUDIT FINDING

<A> Meadows Data Detail

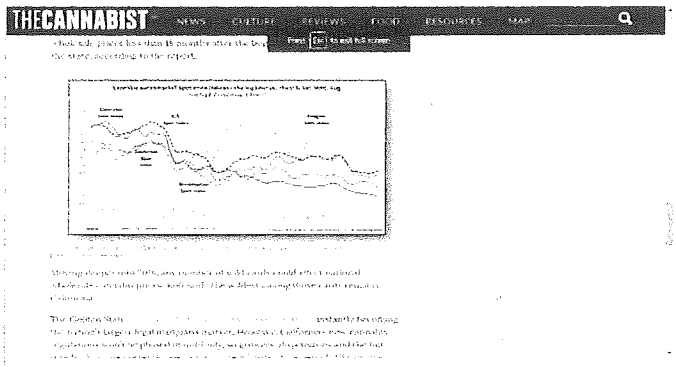
ID	Date	Time	Status	Type	Medical	Tax Exempt	Patient Name	Member ID	Street	City	Postal Code	Line Items	Discounts Items	Subtotal	Credits
2793945875	09/01/18	43344.33851	fulfilled	in-store	No	No	N/A					Name: Cher Happy Hour		$25.00	$0.00
2797157683	09/01/18	43344.34513	fulfilled	in-store	No	No	N/A					Name: Cher Happy Hour		$70.00	$0.00
2190229704	09/01/18	43344.34601	fulfilled	in-store	No	No	N/A					Name: Pine Happy Hour		$18.00	$0.00
1039204306	09/01/18	43344.34639	fulfilled	in-store	No	No	N/A					Name: Mini Seniors 60+		$38.00	$0.00
3164478071	09/01/18	43344.35916	fulfilled	in-store	No	No	N/A					Name: Cher Veterans/M		$78.00	$0.00
2731025938	09/01/18	43344.35928	fulfilled	in-store	No	No	N/A					Name: "COI Happy Hour		$18.00	$0.00
3711899774	09/01/18	43344.36061	fulfilled	in-store	No	No	N/A					Name: Cher Happy Hour		$37.00	$0.00
2672630538	09/01/18	43344.3661	fulfilled	in-store	No	No	N/A					Name: Cher Happy Hour		$222.00	$0.00
1054535687	09/01/18	43344.36723	fulfilled	in-store	No	No	N/A					Name: Kryp Neighborho		$45.00	$0.00
3651694099	09/01/18	43344.36962	fulfilled	in-store	No	No	N/A					Name: Valle Happy Hour		$126.00	$0.00

We have deep knowledge of cannabis software, such as Meadows, Webjoint, Treez, MJ Freeway, which allows us to identify discrepancies in configuration or maintenance of the system (sales tax calculation is configured incorrectly, data being removed from the system etc.). Through this procedure, we identify under-reporting of gross receipts coming into business. We have had cases where discrepancies would amount to tens of thousands of dollars.

(5) Perform substantive analytical procedures over revenues (See sample below.)

CPA || GREEN GROWTH

Cultivator Substantive Analytic			
Type of a Grow		Greenhouse	walked the grow
Square Footage of Canopy		5,000	walked the grow, floor plans
Yield per Square Foot		35	historical records, industry
Grams Yielded		175,000	Rx
Pounds Yielded		401	pounds
Number of Harvests		4	historical records, industry
Wholesale Price	$	1,200	dollars
Expected Revenues	$	1,926,606	Rx
Actual Revenues	$	1,300,000	per Quickbooks
Difference	$	**626,606**	Rx
Threshold	$	**57,798.17**	PPC Methodology
Within Threshold??		**NO**	AUDIT FINDING



Systems and physical records can be tempered with. This is where analytical procedures combined with deep industry knowledge assist us to discover any discrepancies in reported revenues.

(6) Review cash logs and general ledger for unusual entries and activity

Consistent with the above risks, we want to focus our procedures on unusual activity to discover any unusual entries that would result in under-reporting of sales, i.e. entries between sales and expenses (debit to sales and credit expense). This is accomplished through review of cash logs and general ledger for unusual entries or activity.

(7) Observe cash count and inspect cash log to general ledger reconciliation and bank reconciliation

One of the main challenges for the cannabis industry is banking, which results in cannabis operators conducting the majority of transactions in cash. According to *Annual Marijuana Business*

Factbook 2018, 72% of cannabis operators take only cash as a form of payment.

This fosters a perfect environment for misappropriation of cash and misreporting of revenues and gross receipts due to fraud or a lack of controls. Simply put, if books don't reconcile on a cash basis, a cannabis operator can easily mis-represent revenues and expenses.

Consequently, we view observation of cash count and cash reconciliations as an integral part of our audits.

We make use of comprehensive checklists that are geared towards specific task and procedures. These checklists ensure that all information and proper protocol is followed and kept when performing financial and compliance/regulatory audits.

Sample Cash Observation Checklist:

Organization: ABC Company Inc. DATE of Count: 12/31/2017 TIME of Count: 2:15 pm	Cash Count Audit Program Audit Checklist Performed by: Dominique Shakramy, Audit Staff Reviewed by: Marko Glisic, Engagement Partner

GENERAL INSTRUCTIONS:

- Don't take bags (i.e. backpacks, workbags, etc.) with you to the cash count and avoid wearing baggy clothing or clothing with many pockets as you want to avoid the risk of cash or inventory items ending up in your bags/belongings.
- Don't touch the cash at any point or any other inventory items you come across. The client will be the one responsible for handling all cash.
- Keep hands visible throughout the cash count. Avoid putting hands in your pockets.
- Bring pen, calculator and print this document to take notes of the process.

	PROCEDURE	STAFF	YES/No N/A	COMMENTS FOR "NO" ANSWERS
1.	Planning:			
	1.			
	a. Coordinate with appropriate client personnel (including Management) the following:			
	i. Date and timing of cash counts	DS	Yes	
	ii. Access levels and required escorts for on the floor, in Surveillance, etc., and confirm company's management will have enough personnel to meet all escort needs during the cash count for the various auditors.	DS	Yes	
	b. Inquire of cash count personnel whether there is cash located outside of the cash room. If so, ensure the cash located outside of the room is included within count procedures.	DS	Yes	
	c. Inspect the facility and ensure there are video cameras inside and outside the room where the safe/vault(s) is/are.	DS	Yes	

Through this procedure we have uncovered discrepancies between actual cash and the ledger ranging from $10,000 to $200,000, and as a result developed analytical procedures to estimate under-reported revenues based on the discrepancy.

We believe, based on experience working with over 300 cannabis operators, that the sum of the above procedures would yield the ***highest levels of assurance, revenue recovery, while being the most efficient***.

EMERGING CANNABIS ISSUES

Banking

One of the most pressing issues in the cannabis industry to date is banking. Since cannabis is still considered a Schedule I drug, and is illegal federally, financial institutions are very careful and reluctant to offer services to cannabis businesses. This has led to great difficulty for cannabis business operators in securing, investing, and keeping track of their profits. Furthermore, cannabis business and communities they operate in have been exposed to higher levels of violence and theft. As such, our firm recognizes that it is our fiduciary duty to our clients, to proactively rally behind this issue to determine and develop compliant and creative solutions to this problem.

Our firm has established, and continues to foster a strong working relationship with influential policy makers, such as Fiona Ma, California's State Treasurer, who has taken an open and supportive stance on this issue. One of such efforts has been the Banking event that our firm hosted with Fiona Ma as our keynote speaker on October 25, 2018.

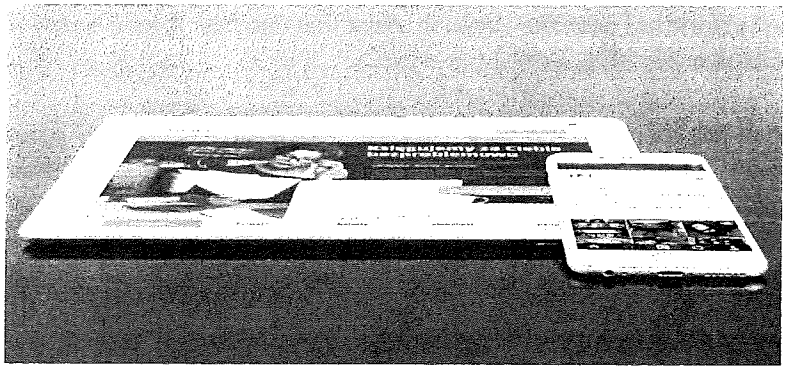
We have also developed relationships with other financial institutions that **legally** provide services to our cannabis operator clients. As such, we intend to bring our relationships to Needles Cannabis Business Operators, in order to improve their operations by providing banking options, compliant and effective procedures to ensure accurate book-keeping, and clear paper trails that allow for easier and comprehensive auditing.

Licensing and Regulations

Given the highly regulated nature of the cannabis industry, a constant issue is compliance. Our firm is well versed and equipped to handle the various complex regulatory frameworks, both from the operations aspect, as well as the financial aspect. We have provided financial and regulatory review and guidance services to hundreds of cannabis businesses across the country, who now operate within the expected operational and financial regulatory structures mandated by local and state authorities.

Our services cover all aspects of operational and financial/tax requirements such as tax planning, filing, recordkeeping, auditing, development and review of internal policies and operating procedures, as well as developing employee training modules that cover access and use of cannabis business software, and education on local and state laws and regulations.

Software



To date, there are almost a hundred various types of cannabis software solutions that cater to seed-to-sale tracking, point-of-sale systems, delivery, and operations management. The one thing these software solutions have in common is their ability to keep users compliant within the operational and financial regulatory frameworks dictated by state and federal government.

Our firm has worked with several of the leading software solutions to bring forth comprehensive and accurate software solutions for point-of-sale systems that tie in with record keeping, book keeping, and inventory controls. These software solutions serve various purposes integral to operating compliant cannabis businesses, particularly where it concerns:

- Seed-to-Sale Tracking
- Compliance with local, State and Federal Regulations
- Reporting and Accounting Processes

Our firm Partner, Marko Glisic, CPA, has been involved with software solution development and is also, currently the CFO for Webjoint, a cannabis retail software for dispensaries and delivery services. This experience has allowed our firm to offer regulatory guidance to cannabis business clients that sets their operations apart from other operators. Our firm recognizes the importance of choosing the best software solution to seamlessly integrate operations and compliance.

ESTIMATED BUDGET

GreenGrowth CPAs fee proposal is based on time, materials, and travel expenses associated with the execution of the services. It is based on the current scope of services and proposed procedures as outlined in "Single Audit Approach":

Audit Type	Revenue	Quote
Dispensary	$84,000.00	$10,000 - $11,500
Dispensary	$65,000.00	$8,000 - $9,000
Dispensary	$36,000.00	$4,500 - $5,000
Dispensary	$36,000.00	$4,500 - $5,000
Cultivation	$273,000.00	$10,000 - $13,500

APPENDIX A

Professional Liability Insurance + Errors and Omissions Insurance
Worker's Compensation Insurance

PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE	DATE: 11/19/2018
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.	
NAMED INSURED: GreenGrowth CPAs PO Box 10343 Costa Mesa, CA 92627	CERTIFICATE HOLDER For Informational Purposes Only

IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE CPA MUTUAL INSURANCE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON CPA MUTUAL INSURANCE, ITS AGENTS OR REPRESENTATIVES COVERAGES

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	RETROACTIVE DATE	LIMIT OF LIABILITY	
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE LIABILITY CLAIMS MADE	APLP16218-02	11/1/2018	11/1/2019	11/1/2014	EACH CLAIM AGGREGATE	$1,000,000 $1,000,000
DEDUCTIBLE PER CLAIM	$10,000					

ENDORSEMENTS SHOWN UNDER ITEM 8 OF THE DECLARATION AT INCEPTION:

AGENCY OFFICE LOCATED

CPA MUTUAL INSURANCE	
4923 NW 41 St. Ste C. Gainesville, FL 32606	AUTHORIZED REPRESENTATIVE CPA MUTUAL INS. COMPANY OF AMERICA, RRG

WORKER'S COMPENSATION INSURANCE

THE HARTFORD

YOUR BUSINESS INSURANCE SOLUTION
WORKERS' COMPENSATION PROPOSAL

Reference Number: 72WECAC3WKW - 002
Proposal Date: 11/15/2018, 4:45 PM

Prepared for:
Green Growth CPAs 145 S Fairfax Ave # 2f
Los Angeles, CA 90036-2166

Proposed by:
SCHAUB INSURANCE AGENCY INC
809 West San Marcos Blvd San Marcos, CA 92078
www.schaubinsurance.com

Proposal Created by:
JoAnn Schaub 760-362-4646
joann@schaubinsurance.com

POLICY LEVEL	Page
Coverage	2
RATING INFORMATION	
Class Code Details	2
Direct Bill Options	5

Important Messages

This document is a proposal of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

WHY THE HARTFORD
200 years experience | 1 million customers | Named One of the World's Most Ethical Companies *The Hartford is the market leader for small business with more than 200 years of experience, [illegible]*

HAY
& Associates
An Accountancy Corporation

PROPOSAL
TO
CITY OF NEEDLES
FOR
MARIJUANA TAX GROSS RECEIPTS AUDIT

NOVEMBER 17, 2019

Hay & Associates, An Accountancy Corporation
1130 S Flower St Ste 204
Los Angeles, CA 90015
www.haycpas.com
P: 818-444-2864

PROPOSAL
TO
CITY OF NEEDLES
FOR
MARIJUANA TAX GROSS RECEIPTS AUDIT

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Marijuana Tax Gross Receipts Audit Budget and Time Summary	3

HAY
& Associates
An Accountancy Corporation

November 17, 2019

City of Needles
C/O City Clerk
817 Third Street
Needles, CA 92363

Re: Proposal for Marijuana Tax Gross Receipts Audit

To Whom It May Concern:

Based on the information that was provided to Hay & Associates, An Accountancy Corporation (the "Firm"), the following sets forth our proposal to the City of Needles. (the "City").

SERVICES
The Firm understands that the City would like us to audit the gross receipts of each of its five licensed cannabis businesses for Marijuana Business Tax Purposes in accordance with Article VIII to Chapter 20 of the Code of the City of Needles.

TIMELINE
The Firm would like to begin immediately and deliver final audit reports no later than June 30, 2020.

QUALIFICATION
The Firm has the most qualified staff to handle any audit/attestation engagement that is requested by the City with Big Four, Governmental, and Regional firm experience. The Firm maintains the required continuing professional education and passed its most recent Peer Review to perform any required audit on the City's marijuana dispensaries and cultivation facility financial statements. The Firm has completed several similar audits of marijuana dispensaries and cultivation facilities for licensed businesses in California and Arizona.

This proposal is a firm and irrevocable offer for 2019 calendar year, and if it is acceptable to you and the City, we will provide a separate engagement letter for signature.

We look forward to helping the City with this project!!

Sincerely,

Andrew S. Hay, CPA

Detailed Proposal
City of Needles
November 17, 2019

INDEPENDENCE

The Firm is independent of the City as defined by GAAS.

DEMOGRAPHICS

- Size of firm: 6 total staff members, including 4 CPAs
- Location of office: Los Angeles and Woodland Hills, CA

YOUR SERVICE TEAM

1. **Andrew Hay, CPA** (CA)/**EA – Engagement Partner**
   - In charge of Tax Services.
   - Formerly with IRS, managing nonprofits and large business audits. Approximately 18 years of experience in public accounting and government work.
   - Services provided include accounting and auditing, tax planning and compliance, and audit representation.

2. **David Eing, CPA** (CA) **– Manager**
   - Over 20 years of public and private accounting experience.
   - Formerly with E&Y - Big Four firm, auditing nonprofits and large businesses.

3. ***Marlin Kotichas, CPA*** *(CA)* ***– Senior***
   - Over 7 years of public and private accounting experience.

4. ***Emilio Amparan, CPA*** *(CA)* ***– Senior***
   - Over 5 years of public and private accounting experience.

AUDIT APPROACH

The Firm follows GAAS and our work plan is detailed in the attached Budgets, which emphasizes a strict test of revenue recognition practices in accordance with GAAP. Because the Firm specializes in the Marijuana industry, we will also draw on our other audit and non-audit clients to formulate audit procedures to test the City's licensed marijuana businesses gross receipts against similar businesses.

PROFESSIONAL FEES

The Firm is keenly interested in expanding its relationship with you and the City. In response, we have developed the following competitive fee structure:

- Preparation of Marijuana Tax Gross Receipts Audit Reports for the calendar year ended December 31, 2019:
  - Audit - not to exceed **$52,500** (see attached Budget)
- Hourly Rates for Additional Professional Services:
  - Staff $125
  - Senior $175
  - Manager $250
  - Partner $310

If you have concerns regarding these fees, please let us know so that we may address them promptly.

CITY OF NEEDLES
MARIJUANA TAX GROSS RECEIPTS AUDIT
BUDGET AND TIME SUMMARY

DESCRIPTION	Marlin Kotichas and/or Emilio Amparan SENIORS	David Eing MANAGER	Andrew Hay PARTNER	TOTAL
General				
Planning and discussion	2	2	1	5
Programs and checklists	3	2	1	6
Report, including supplements	3	2	1	6
Audit				
Gross Receipts of Licensee	16	3	1	20
Conclusion & Processing	8	2	1	11
Total hours Per Audit	32	11	5	**48**
Hourly rate	$175	$250	$310	
	$5,600	$2,750	$1,550	**$9,900**
Travel and related	$600			**$600**
Total budgeted Per Audit				**$10,500**
Number of Marijuana Businesses to Audit				5
Total Cost of Audits				**$52,500**

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: City Council Resolution No. 2019-85
A Resolution of the City Council of the City of Needles
Authorizing Application for, And Receipt of,
SB 2 Planning Grants Program Funds

Background: The authorization letter for the SB-2 Grant Program Funds was approved by City Council at the October 22, 2019 meeting. Upon review of the documentation, changes were requested by the grant agency, including an amendment to Section 2 and 4 that allows the City Manager or a designee to authorize the application as well as the receipt of funds.

Public Notification: Not applicable

Critical Timeline: The signed Resolution will be re-submitted for grant fund consideration

Fiscal Impact: Provides $160,000 for funding the General Plan Land Use Element Update

Recommendation: Approve Resolution No. 2019-85, authorizing the City to file an application for SB 2 Grant Funds and Acknowledging Receipt of the funds when Received.

Submitted By: **Patrick Martinez, Development Director**

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 13

RESOLUTION 2019-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of funding Availability (NOFA) dated March 29, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of Needles desires to submit a project application for the PGP Program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to $1.2 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PRP Program.

NOW, THEREOFRE, THE CITY COUNCIL OF THE CITY OF NEEDLES RESOLVES AS FOLLOWS:

SECTION 1. The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 29, 2019 in the amount of $160,000.

SECTION 2. In connection with the PRP grant, if the application is approved by the Department, the City Manager or Designee is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of $160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application is full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants program Guidelines, and 2019 Planning Grants program Application.

SECTION 4. The City Manager or designee is authorized and directed to execute the City of Needles Planning Grants program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

ADOPTED December 10, 2019, by the City Council of the City of Needles by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest:** _____
City Clerk

Approved as to form:

_____
City Attorney

City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D
Councilmember Shawn Gudmundson
Councilmember Tona Belt
Councilmember Clayton Hazlewood
Councilmember Tim Terral
Councilmember Zachery Longacre

City Manager Rick Daniels

December 10, 2019

Re: Assignment of Designee for SB2 Grant Funds for
Execution and Authorization of any and all documents to evidence
and secure the PGP Grant
Execution the Planning Grants Application and PGP Grant Documents
And any amendments thereto, for receipt of the PGP Grant

To Whom it May Concern:

Mr. Patrick Martinez, Development Services Director, City of Needles, is appointed "designee" and is authorized to perform all duties identified above related to the SB2 Grant Funds program.

_____ Date: _____

Jeff Williams, Mayor
City of Needles

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Resolution No. 2019-82 approving a contract with the County of San Bernardino Department of Public Health for Safe Routes to School enforcement of traffic laws

Background: The County Department of Public Health has funding available for Safe Routes to School (SRTS) traffic laws enforcement around the schools including Needles High School, Needles Middle School and Vista Colorado Elementary School. Enforcement will be done by sheriff's deputies on an overtime basis with reimbursement to come from this contract.

After review, Captain Tarangle and the city's self-insurance authority have recommended changes to the contract as provided by the county relating to billing and indemnification so staff is seeking approval in substantially the form attached subject to city attorney approval of the final document.

Fiscal Impact: Revenue and expenses not to exceed $21,600

Environmental Impact: None

Recommended Action: Waive the reading and adopt Resolution No. 2019-82 approving a contract with the County of San Bernardino Department of Public Health for Safe Routes to School enforcement of traffic laws in substantially the form as attached to the resolution subject to city attorney approval.

Submitted By: Cheryl Sallis

City Management Review: Rick **Date:** 12/5/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 14

F:\council\council cover sheet - 12-10-19 - traffic law enforcement contract.docx/cks

RESOLUTION NO. 2019-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING A CONTRACT WITH THE COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH FOR SAFE ROUTES TO SCHOOL ENFORCEMENT OF TRAFFIC LAWS

WHEREAS, the County of San Bernardino Public Health Department has available funding under the Safe Routes to School (SRTS) program to provide law enforcement of traffic laws at local participating schools, including Needles High School, Needles Middle School, and Vista Colorado Elementary School; and

WHEREAS, the City of Needles contracts with the San Bernardino County Sheriff's Department for local law enforcement and such law enforcement is qualified to provide enforcement of traffic laws at participating schools.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a contract with the County of San Bernardino Department of Public Health for Safe Routes to School enforcement of traffic laws in substantially the form as attached hereto subject to city attorney approval of the final document and authorizes the Mayor to execute said contract for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

F:\council\resolution re agree w co dept of public health - school traffic enforcement (Dec '19).doc/cks

Contract Number
M-1057-003

SAP Number
4400013143

Department of Public Health

Department Contract Representative	Lisa Ordaz, Contract Analyst
Telephone Number	(909) 388-0222

Contractor	City of Needles
Contractor Representative	Rick Daniels
Telephone Number	(760) 326-2113
Contract Term	December 1, 2019 – May 31, 2020
Original Contract Amount	$21,600
Amendment Amount	Not Applicable
Total Contract Amount	$21,600
Cost Center	9300291000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino Department of Public Health (County), desires to provide Safe Routes to School (SRTS) program services at participating schools; and

WHEREAS, The City of Needles (CITY) contracts with the San Bernardino County Sheriff's Department for Local Law Enforcement; and

WHEREAS, Local Law Enforcement is qualified to provide enforcement of traffic laws at participating schools; and

WHEREAS, County desires that such services be provided by Local Law Enforcement to perform these services as set forth below; and

NOW THEREFORE, County and City mutually agree to the following terms and conditions:

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II. CITY RESPONSIBILITIES 3

III. MUTUAL RESPONSIBILITIES 3

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VII. GENERAL PROVISIONS 4

VIII. CONCLUSION 5

ATTACHMENT

ATTACHMENT A – SCOPE OF WORK

I. COUNTY RESPONSIBILITIES

A. The County shall provide a Project Coordinator who will coordinate the specifics of the MOU. This includes developing a schedule with local law enforcement.

B. The County will explain the Safe Routes to School (SRTS) program to the participating school.

II. CITY RESPONSIBILITIES

A. City will work the assigned Project Coordinator and develop a schedule for each participating school.

B. City will work with local law enforcement to provide enforcement of traffic laws at participating schools, which includes warning/ticketing for violations such as speeding, failure to yield, jaywalking, etc. Education and positive ticketing is also acceptable enforcement.

C. City will work with local law enforcement to provide basic reporting elements, such as number (#) of citations issued, etc.

III. MUTUAL RESPONSIBILITIES

A. In the performance of this MOU, County, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the City.

B. Indemnification

1. The City agrees to indemnify, defend and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its negligent acts or omissions in performing its obligations under this MOU.

2. The County agrees to indemnify and hold harmless the City, its officers, agents and volunteers from any and all claims, actions or losses, damages and/or liability resulting from the County's negligent acts or omissions in performing its obligations under this MOU.

3. In the event the County and City are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, the County and City shall each indemnify the other to the extent of its comparative fault or negligence.

C. Insurance

1. County and City are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms and conditions of this MOU.

2. City shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the local law enforcement or the local law enforcement's employees or agents from waiving the right of subrogation prior to a loss or claim. The City hereby waives all rights of subrogation against the County.

D. In the event of any dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. FISCAL PROVISIONS

A. The City shall submit an invoice to County reflecting hours worked by local law enforcement at each participating school: Needles High School, Needles Middle School, and Vista Colorado Elementary School. It is anticipated that local law enforcement officers will patrol and enforce traffic laws as indicated in the Scope of Work (Attachment A).

B. The City will invoice at the rate of $150 per hour, for a maximum total of $7,200, at each participating school. Total $21,600 for the entire term of the MOU.

C. Invoices shall be submitted, once all hours have been completed, to:

Patty Castillo, Office Assistant (Healthy Communities)
Department of Public Health
172 W. 3rd Street, 6th Floor
San Bernardino, CA 92415-0010

V. TERM

This MOU is effective upon execution of both parties and expires May 31, 2020.

VI. EARLY TERMINATION

This MOU may be terminated without cause by either party by serving a written notice to the other party thirty (30) days in advance of termination. The Director of Public Health is authorized to exercise the County's rights with respect to any termination of this MOU.

VII. GENERAL PROVISIONS

A. When notices are required to be given pursuant to this MOU, the notices shall be in writing and mailed to the following respective addresses listed below.

City:	City of Needles City Manager 817 Third Street Needles, CA 92363
County (Program/Fiscal):	Department of Public Health Attn: Patty Castillo 172 W. 3rd Street, 6th Floor San Bernardino, CA 92415-0010
County:	HS – Administrative Support Division Contracts Unit 150 S. Lena Road San Bernardino, CA 92415-0515

B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or MOU not incorporated herein shall be binding on any of the Parties hereto.

VIII. CONCLUSION

A. This MOU, consisting of five (5) pages and Attachment A, is the full and complete document describing services to be rendered by County and City, including all covenants, conditions and benefits.

B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

COUNTY OF SAN BERNARDINO

▶

Purchasing Agent

(Print or Type Name)

Dated:

CITY OF NEEDLES

▶

(Authorized signature – sign in blue ink)

Name: Jeff Williams

(Print or type name of person signing contract)

Title: Mayor

(Print or Type)

Dated:

Address: 817 Third Street

Needles, CA 92363

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶	▶	▶
Adam Ebright, Deputy County Counsel	Jennifer Mulhall-Daudel, HS Contracts	Trudy Raymundo, Director
Date	Date	Date

SCOPE OF WORK

Contract Period:	December 1, 2019 – May 31, 2020
Contractor:	City of Needles
Service Category:	Law Enforcement
Service Goal:	Provide targeted area school enforcement at 3 schools: Needles High School, Needles Middle School, and Vista Colorado Elementary School in the City of Needles

TASK	Requirements	Total
#1- Patrol and provide enforcement of traffic laws at school. May include warning/ticketing for violations such as speeding, failure to yield, jaywalking, etc.	***Schedule to be coordinated with DPH Project Coordinator*** ***Max of $7,200 per each participating school listed above***	***48 hrs staff time/school***

Task	Timeline	Measurements & Goals
Task #1	Effective for 2018/19 School Year. Varies due to scheduling.	Reduce traffic infractions, collisions, injuries. Increase in biking and walking

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Resolution of Support for the National Rifle Association (NRA)

Background: The NRA is a private non-profit organization organized for protecting the Second Amendment to the U.S Constitutional right to "keep and bear arms". The NRA also conducts multiple programs to train citizens on the safe and effective use of firearms and personal safety. Over 1 million citizens participate annually in safety training. One of the NRA training programs "Eddie Eagle was formed in 1988 and teaches children in pre-k through the 4th grade that if they see a gun; Stop, Don't touch, Run Away, and Tell a grown up. Eddie Eagle has instructed 32 million children in all 50 states resulting in a 65% drop in unintentional firearm fatalities among the targeted age group.

The NRA Foundation has collected and distributed three hundred and ninety-eight million dollars ($398,000,000) since 1990 to;

- Promote, advance and encourage firearms, shooting sports, and hunter safety,
- Educate individuals with respect to firearms, firearms history, participation in the shooting sports, hunting safety, and marksmanship, and
- Conduct research in furtherance of improved firearm safety and marksmanship facilities and techniques.

The NRA is currently working with law enforcement and educators to improve school safety.

During 2019 the City of San Francisco labeled the NRA as a domestic terrorist organization. That action is inconsistent with the community values within the City of Needles.

Fiscal Impact: None

Environmental Impact: None

Recommendation: Waive the reading and adopt Resolution No. 2019-86 supporting the National Rifle Association on their public service excellence.

Submitted By: Mayor Williams

City Management Review: Rick **Date:** 12/3/19

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

Agenda Item: 15

RESOLUTION NO. 2019-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, SUPPORTING THE NATIONAL RIFLE ASSOCIATION (NRA)

WHEREAS, the NRA is a private non-profit organization organized for protecting the Second Amendment to the U.S Constitutional right to "keep and bear arms"; and

WHEREAS, the NRA also conducts multiple programs to train citizens on the safe and effective use of firearms and personal safety. Over 1 million citizens participate annually in safety training. One of the NRA training programs "Eddie Eagle was formed in 1988 and teaches children in pre-k through the 4th grade that if they see a gun; Stop, Don't touch, Run Away, and Tell a grown up. Eddie Eagle has instructed 32 million children in all 50 states resulting in a 65% drop in unintentional firearm fatalities among the targeted age group; and

WHEREAS, the NRA Foundation has collected and distributed three hundred and ninety eight million dollars ($398,000,000) since 1990 to;

- Promote, advance and encourage firearms, shooting sports, and hunter safety,
- Educate individuals with respect to firearms, firearms history, participation in the shooting sports, hunting safety, and marksmanship, and
- Conduct research in furtherance of improved firearm safety and marksmanship facilities and techniques; and

WHEREAS, the NRA is currently working with law enforcement and educators to improve school safety.

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Needles, California, acknowledges the great public service that the NRA provides the citizens of the United States and locally and encourage them to continue.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 10th day of December 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

_____
Attest: City Clerk
(Seal)

Approved as to form:

_____
City Attorney

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: City Council Resolution No. 2019-84 Approving Greens Needles, LLC Economic Development Program Application for the Planned Development of the Hampton by Hilton Hotel located at 1803 Needles Highway, Also Known as APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01

Background: On March 12, 2019 the City Council approved Resolution No. 2019-8 which established an Economic Development Program that is designed to assist new and existing non-cannabis businesses with costs associated with infrastructure improvements, fees, and startup costs that encourage improvements and investment in commercial properties within the City of Needles.

Greens Development is a privately held real estate development and hotel company that has steadily grown its market presence by investing prudently, managing effectively, and operating efficiently. The company currently has nine (9) hotels under development and operates ten (10) hotels/motels including the Quality Inn/ Rodeway Inn Needles.

Greens Needles, LLC has proposed to develop a 3 story 46,000 sq. ft. 80-room Hampton by Hilton Hotel at 1803 Needles Highway, the former site of the El Rancho Motel on a 2-acre property. The developer is investing over $12,000,000 into the project and will create 35-50 jobs.

Greens Needles, LLC has submitted an Economic Development Program Application in the amount of $104,456.40. The funds will be used to offset construction costs by paying for City fees and infrastructure improvements. The applicant meets the requirements to be eligible for the Economic Development Program Grant Funds due to the fact:

1. The applicant is operating a new separate non-cannabis business with a physical location in the City.
2. The applicant is providing a private investment that is at least twice the amount of the requested grant.
3. The project funds more than 2 people

Fiscal Impact: The Economic Development Grant Fund request of $104,543.40 to be paid for by Marijuana Tax revenues. The fund currently has $145,000 available in the Economic Development Funds FY 2020.

16

City of Needles, California
Request for City Council Action

Recommended Action: Approve City Council Resolution No. 2019-84 Approving Greens Needles, LLC Economic Development Program Application for the Planned Development of the Hampton by Hilton Hotel located at 1803 Needles Highway, Also Known as APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01 in the amount not to exceed $104,456.40.

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 16

RESOLUTION 2019-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING GREENS NEEDLES, LLC ECONOMIC DEVELOPMENT PROGRAM APPLICATION FOR THE PLANNED DEVELOPMENT OF THE HAMPTON BY HILTON HOTEL LOCATED AT 1803 NEEDLES HIGHWAY, ALSO KNOWN AS APN 0185-046-05, 0185-046-10 THRU 12, 0185-086-01

WHEREAS, on March 12, 2019 the City Council approved Resolution No. 2019-8 which established an Economic Development Program that is designed to assist new and existing non-cannabis businesses with costs associated with infrastructure improvements, fees, and startup costs that encourage improvements and investment in commercial properties within the City of Needles; and

WHEREAS, Greens Development is a privately held real estate development and hotel company that has steadily grown its market presence by investing prudently, managing effectively, and operating efficiently. The company currently has nine (9) hotels under development and operates ten (10) hotels/motels including the Quality Inn/ Rodeway Inn Needles; and

WHEREAS, Greens Needles, LLC has proposed to develop a 3 story 46,000 sq. ft. 80-room Hampton by Hilton Hotel at 1803 Needles Highway, the former site of the El Rancho Motel on a 2-acre property. The developer is investing over $12,000,000 into the project and will create 35-50 jobs; and

WHEREAS, the City Council understands the importance of creating economic development opportunities in the City and the Economic Development Program is an instrument which funds new non-cannabis businesses in the City.

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the City of Needles as follows:

PASSED, APPROVED AND ADOPTED this 10th day of December, 2019 by the following roll call vote:

SECTION 1. The CITY COUNCIL HERBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2019-84.**

SECTION 2. The CITY COUNCIL HEREBY APPROVES Resolution **2019-84**, Approving Greens Needles, LLC Economic Development Program Application for the Planned Development of the Hampton by Hilton Hotel located at 1803 Needles Highway, Also Known as APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01 in the amount not to exceed $104,456.40.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Mayor

(Seal) **Attest:**

_____

City Clerk

Approved as to form:

_____

City Attorney

City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D
Councilmember Shawn Gudmundson
Councilmember Tona Belt
Councilmember Clayton Hazlewood
Councilmember Tim Terral
Councilmember Zachery Longacre

City Manager Rick Daniels

ECONOMIC DEVELOPMENT PROGRAM

APPLICATION PROCESSING INSTRUCTIONS

Application Packet to Include: All applicants must provide Items 1 through 8 below that apply– no partial application packet will be accepted:

- ☐ 1. Application (Completed and Signed by Applicant) (Form #1)
- ☐ 2. If incorporated, evidence that applicant has authorization to apply for program
- ☐ 3. Verification of Property Ownership, if owner (Title or Deed of Trust)
- ☐ 4. Evidence of Tenant's Right to Make Improvements, if tenant or lessee (Form #2)
- ☐ 5. Description of Scope of Work (Form #1)
- ☐ 6. Estimate or Bid, if available
- ☐ 7. Copy of Valid Needles Business License (Applicant)
- ☐ 8. Copy of Valid Needles Business License (California State Licensed Contractor hired to perform work)

No staff assistance may be provided for any contract awarded before the application is approved. Once the application is approved by the City, the applicant must provide the following:

Proof of entitlements, engineering permits, building permits, required for the project

I hereby declare that the foregoing information is true and correct to the best of my knowledge. I authorize the City of Needles to verify the information to determine my eligibility and to conduct an inspection of my property. I understand that as the applicant I will be responsible for obtaining design approvals by a California Licensed Engineer; and that I am responsible for hiring the contractor and ensuring they are actively licensed by the California State Licensing Board. I understand that the Program's reimbursement policy stipulates that the City will reimburse the applicant for work performed, based on submittal of evidence of work performed and paid, and that the City will not pay contractors or vendors directly.

Applicant Signature _____ **Date** 10/04/2019

Mail or deliver completed application with copies of required documents to:

Rick Daniels
City of Needles
City Manager
817 Third Street, Needles, CA 92363

Fax 760-326-6765 or email to_____

Questions: 760-326-2115 ext. 126 or 127

City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D
Councilmember Shawn Gudmundson
Councilmember Tona Belt
Councilmember Clayton Hazlewood
Councilmember Tim Terral
Councilmember Zachery Longacre

City Manager Rick Daniels

Economic Development Program Application

Business Name: Greens Needles LLC

Applicant's Name: Greens Needles LLC

Project Site Address: 1803 Needles Highway Needles, CA 92363

Contact Info: Telephone: 949-829-4900 **Email:** G003A@teams.greens.com

The City Council established an Economic Development Program to be funded with ten (10) percent of tax revenues received from cannabis businesses. These funds will be used in the Council's discretion to offer economic incentives or grants to attract new non-cannabis businesses to the City or to incentivize the expansion of existing non-cannabis business within the City as follows:

- Incentives or grants from the Economic Development Fund may be requested by any business or person proposing to open a new non-cannabis business or significantly expand an existing non-cannabis business with a physical location in the City.
- To be eligible to apply for an incentive or grant, the proposed new or expanded business must create two new sustainable full-time positions.
- The business must provide a minimum private investment of at least twice the amount of the requested incentive or grant.
- The business must allow public access.
- Prior to the awarding of a grant, the applicant must enter into a contract with the City in form and substance acceptable to and approved by the City Council.
- The City will reimburse the applicant for work performed, based on submittal of acceptable evidence of the work performed, including copies of paid invoices, credit cards receipts with statements identifying the work performed, and copies of cancelled checks (front/back), or such other evidence as required by the City.

PROJECT DESCRIPTION

Description of Proposed New or Expanded Business:

3 Story 46,000 SF Hotel located at 1803 Needles Highway Needles, CA 92363

Description of Intended use of Funds:

Economic develoment funds will be used to offset construction costs and enhance the experience for employees, visitors and residents of Needles.

Estimated Cost: $12,000,000.00 **Amount Requested:** $104,543.40

City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D
Councilmember Shawn Gudmundson
Councilmember Tona Belt
Councilmember Clayton Hazlewood
Councilmember Tim Terral
Councilmember Zachery Longacre

City Manager Rick Daniels

PROPERTY INFORMATION

PROGRAM BOUNDARIES

Commercial Businesses located throughout the City of Needles.

FOR OWNER OCCUPANTS

I hereby certify that I am the owner of my business property. The property is vested (owned) under the following name:

[X] Property Owner Legal Name: Greens Needles LLC

Assessor's Parcel Number/Address: 0185-046-05 1803 Needles Highway Needles, CA 92363

Contact Information: 9289 Research Drive Irvine, CA 92618

OR

FOR TENANT/LESSEES

[ ] I am a tenant/lessee of the space for which I am applying for a Façade Improvement Grant

Property Owner: _____

Property Owner Contact Information: _____

Remaining Years on Lease Term, if applicable: _____

Assessor's Parcel Number: _____

DRAFT

Hampton Development Cost Overview

Disclaimer: These figures are purely estimates.

		Hampton	
A.	**Planning and Zoning Fee**		
	a. Zoning Permit	$	1,033.09
	b. Engineer Site Plan Review	$	2,000.00
B	**Engineering**		
	a. City Engineer Review (Deposit)	$	2,000.00
	b. Encroachment Permit		
	c. Grading Plan	$	614.10
C	**Building**		
	a. Building Permit fee	$	33,915.80
	b. Plan review fee	$	22,045.27
	c. Development Impact Fee		
	d. Strong Motion Development Fees	$	1,707.19
	e. California Building Standards Fees	$	244.00
D	**Water**		
	a. Water Meter & Serv Installation 1-2"	$	1,480.00
E	**Electric**		
	a. Off-site improvements		
	b. Electric Distribution	$	30,000.00
	c. Capacity Fee		
E	**Sewer**		
	a. Connection Fee		
	b. Capacity Fee		
F	**Public Works**		
	a. Off-site improvements		
	Contingency 10%	$	9,503.95
		$	104,543.40

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-23-2018

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 B

GREENS NEEDLES LLC
ASHUTOSH KADAKIA MBR
9289 RESEARCH DR
IRVINE, CA 92618

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2611151. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 03/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GREE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 11-23-2018
EMPLOYER IDENTIFICATION NUMBER:
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GREENS NEEDLES LLC
ASHUTOSH KADAKIA MBR
9289 RESEARCH DR
IRVINE, CA 92618

Commonwealth
NATIONAL COMMERCIAL SERVICES

Commonwealth Land Title Company
4100 Newport Place Dr., Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3140

Greens Group
9289 Research Dr.
Irvine, CA 92618

Attn: **Ashutosh Kadakia**

Our File No: 09208618
Title Officer: Chris Maziar
e-mail: unit10@cltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

Your Reference No: NEEDLES PROPERTY

Property Address: Vacant Land, City Of Needles, California

PRELIMINARY REPORT

Dated as of November 6, 2019 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Commonwealth Land Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.**
The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company.**

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Order No: 09208618-918-KRA-CM8

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

ALTA Extended Loan Policy of Title Insurance (6-17-06)

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

Greens Needles LLC, a California limited liability company

The land referred to herein is situated in the County of San Bernardino, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Order No: 09208618-918-KRA-CM8

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

PARCEL A:

LOT 4 IN BLOCK C OF TRACT NO. 3847, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0185-046-05

PARCEL B:

LOTS 1, 2, 3 AND THE WESTERLY 40 FEET OF LOT 5, BLOCK "C", ALL IN TRACT NO. 3847, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED FEBRUARY 28, 1963 IN BOOK 5861, PAGE 115 OF OFFICIAL RECORDS AND RECORDED MARCH 3, 1964 IN BOOK 6100, PAGE 25 OF OFFICIAL RECORDS.

APN: 0185-046-10 AND 0185-046-11

PARCEL C:

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SHOWN AS LOTS 13 TO 24 INCLUSIVE, BLOCK 15, DENAIRS SUBDIVISION, RECORDED IN BOOK 16, PAGES 53 AND 54 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BY ORDER OF SUPERIOR COURT DATED APRIL 5, 1926 AND RECORDED APRIL 9, 1926 IN BOOK 78, PAGE 310 OF OFFICIAL RECORDS, BLOCK 15 OF DENAIRS SUBDIVISION WAS EXCLUDED FROM SAID SUBDIVISION.

APN: 0185-046-12

PARCEL D:

THOSE PORTIONS OF LOTS 1 AND 2, BLOCK 24, TRACT NO. 2395, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGES 22 AND 23, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 77.63 FEET; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2000 FEET, A DISTANCE OF 99.21 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 1, DISTANT 60.79 FEET SOUTHERLY FROM SAID NORTHEASTERLY CORNER; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

APN: 0185-086-01

PARCEL E:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 23 EAST, OF THE SAN BERNARDINO MERIDIAN, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Order No: 09208618-918-KRA-CM8

THAT PARCEL OF LAND BEING THE DEDICATED RIGHT-OF-WAY ON TRACT MAP NO. 2395, AS PER MAP RECORDED IN BOOK 34, PAGES 22 AND 23, FOR MARKET STREET WEST OF "O" STREET AND EAST OF THE RIGHT-OF-WAY FOR INTERSTATE 40;

COMMENCING AT THE NORTHWEST CORNER OF MARKET STREET AND "O" STREET SAID POINT BEING THE POINT OF BEGINNING THENCE NORTH 89° 23' 00" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET A DISTANCE OF 161.89 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE FOR INTERSTATE 40;

THENCE SOUTH 55° 11' 11" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE 40 A DISTANCE OF 11.20 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTH WESTERLY WITH A RADIUS OF 2000.00 FEET;

THENCE SOUTH EASTERLY ALONG THE ARC OF SAID CURVE AND FOLLOWING THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40, A DISTANCE OF 92.45 FEET THROUGH A CENTRAL ANGLE OF 2° 38' 54" TO A POINT ON THE SOUTHERLY RIGHT- OF-WAY LINE FOR MARKET STREET;

THENCE SOUTH 89° 23' 00" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET A DISTANCE OF 78.04 FEET TO THE SOUTH WEST CORNER OF MARKET STREET AND "O" STREET; THENCE NORTH 00° 00' 00" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE FOR "O" STREET A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING.

Order No: 09208618-918-KRA-CM8

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Order No: 09208618-918-KRA-CM8

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

A. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-046-05
Fiscal Year:	2019-2020
1st Installment:	$124.95, Unpaid
2nd Installment:	$124.94, Unpaid
Homeowners Exemption:	$not set out
Code Area:	003-006
Affects:	Parcel A

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-046-10
Fiscal Year:	2019-2020
1st Installment:	$176.98, (Paid)
2nd Installment:	$176.97, (Paid)
Homeowners Exemption:	$ Not set out
Code Area:	003-006
Affects:	portion of Parcel B

C. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-046-11
Fiscal Year:	2019-2020
1st Installment:	$242.01, (Unpaid)
2nd Installment:	$242.00, (Unpaid
Homeowners Exemption:	$ Not set out
Code Area:	003-006
Affects:	portion of Parcel B

D. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-046-12
Fiscal Year:	2019-2020
1st Installment:	$329.79, Unpaid
2nd Installment:	$329.79, Unpaid
Homeowners Exemption:	$Not set out
Code Area:	003-006
Affects:	Parcel C

E. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-086-01
Fiscal Year:	2019-2020
1st Installment:	$80.47, Unpaid.
2nd Installment:	$80.45, Unpaid
Homeowners Exemption:	$0.00
Code Area:	003-006
Affects:	Parcel D

F. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.

2. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date:	February 26, 1963
Recording No:	in Book 5861, Page 115 of Official Records
Affects:	said land more particularly described therein
Affects:	Parcel B

Said deed further contains a waiver in favor of the State of California, of any claims for damages to said land by reason of the location, construction, landscaping or maintenance of a highway or freeway contiguous thereto.

3. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date:	March 3, 1964
Recording No:	in Book 6100, Page 25 of Official Records
Affects:	said land more particularly described therein
Affects:	Parcel B

Said deed further contains a waiver in favor of the State of California of any claims for damages to said land by reason of the location, construction, landscaping or maintenance of a highway or freeway contiguous thereto.

4. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency:	City of Needles Redevelopment Agency
Recording Date:	July 16, 2007
Recording No:	as Instrument No. 2007-0417702 of Official Records

5. Intentionally deleted.

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

   Recording Date: July 9, 1941
   Recording No: in Book 1482 Page 433 Official Records

   Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

   Said instrument provides or establishes: A Reservation of a utility easement over the rear 5 feet of said Lot

   Affects: Parcel D

7. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

   Recording Date: February 27, 1973
   Recording No: 879, in Book 8128 Page 1316 Official Records
   Affects: Highway 40

   Affects: Parcel D

8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

9. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

10. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

11. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

Order No: 09208618-918-KRA-CM8

REQUIREMENTS SECTION:

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

   Limited Liability Company: Greens Capital Ventures, LLC, a California limited liability company and Greens Capital Ventures, LLC

   a) A copy of its operating agreement, if any, and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

   b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

   c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.

   d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity is currently domiciled.

   e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

   f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.

   g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.

2. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

   The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

3. If a work of improvement was recently completed or will be completed prior to the close of this transaction, the Company will require that a valid Notice of Completion be recorded. This notice must be signed by an owner of the property and must be recorded within 15 days of the actual completion date.

4. Information has been provided to the Company which discloses that a work of improvement is contemplated, in progress or recently completed. To assist the Company in determining if it can give the priority coverage contained within the policy contemplated by this report, please provide the following:

a) Current Financial Statement and/or Current Loan Application.
b) Project Cost Breakdown.
c) Completed Loss of Priority Questionnaire. (This form furnished by the Company.)
d) A fully executed Indemnity Agreement. (This form furnished by the Company.)
e) If work has commenced prior to the recordation of the Construction Deed of Trust, there will be further requirements and the closing of the transaction could be delayed.
f) Copy of current appraisal
g) Copy of loan agreement and disbursement schedules
h) Name of Fund Control/Disbursement Agent

Work may include, among other things, any preparation of the site for the planned construction, delivery of construction materials or equipment and any labor furnished.

The Company reserves the right to add additional items and/or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES SECTION

1. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

2. For wiring Instructions please contact your Title Officer or Title Company Escrow officer.

3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

5. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

6. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

7. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	The City of Needles Successor Agency of the Needles Redevelopment Agency
Grantee:	Greens Capital Ventures, LLC, a California Limited Liability Company
Recording Date:	September 28, 2018
Recording No:	2018-0357366, of Official Records
Affects:	Parcel A

8. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	R. Bernard, as her sole and separate property
Grantee:	Greens Capital Ventures LLC, a California limited liability company
Recording Date:	January 15, 2019
Recording No:	2019-14863, of Official Records
Affects:	Parcel D

9. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	Greens Capital Ventures LLC, a California limited liability company
Grantee:	Greens Needles LLC, a California limited liability company
Recording Date:	February 22, 2019
Recording No:	2019-0056251, of Official Records

Typist: tga
Date Typed: December 3, 2018

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.
   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.
This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II,(t(or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company	FNF Underwriter
LTC – Lawyers Title Company	CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)
No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened**. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected
We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.,* name, address, phone number, email address);
- demographic information (*e.g.,* date of birth, gender, marital status);
- identity information (*e.g.,* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.,* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected
We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected
If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

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- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information
If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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Your Consent To This Privacy Notice; Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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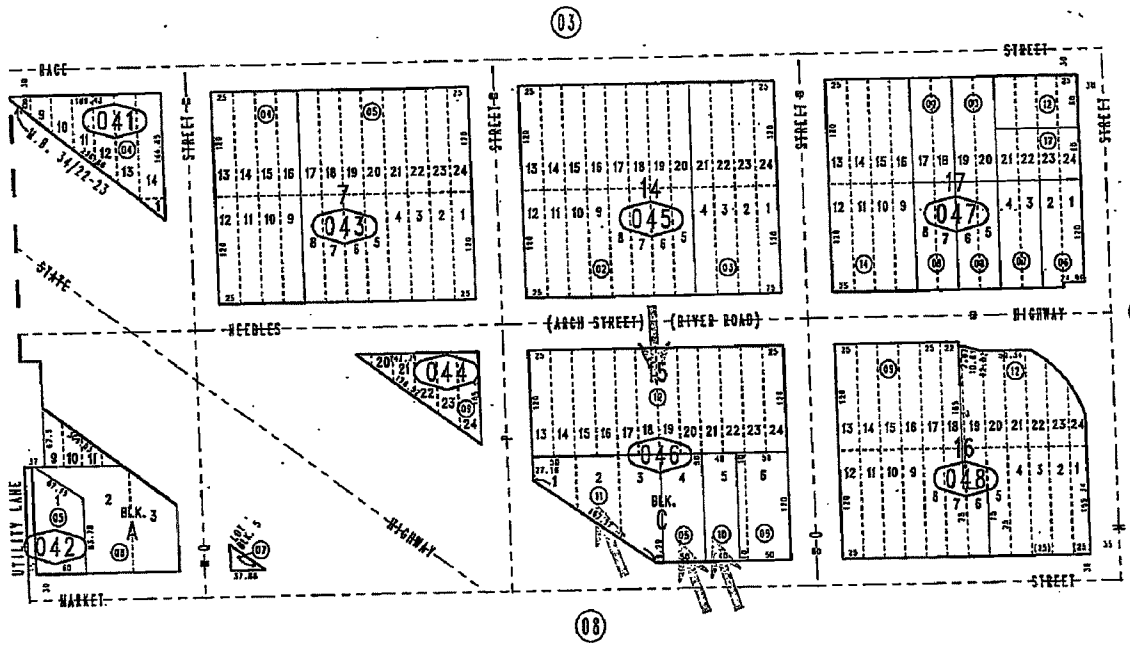
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

S.1/2, N.W.1/4, N.E.1/4, Sec.30, T.9N.,R.23E., S.B.B.&M.
(Formerly A Portion of Denair's Sub. No. 2., M.B. 16/53-54)

City of Needles
Tax Rate Area
3006

0185 - 04



1"=100'

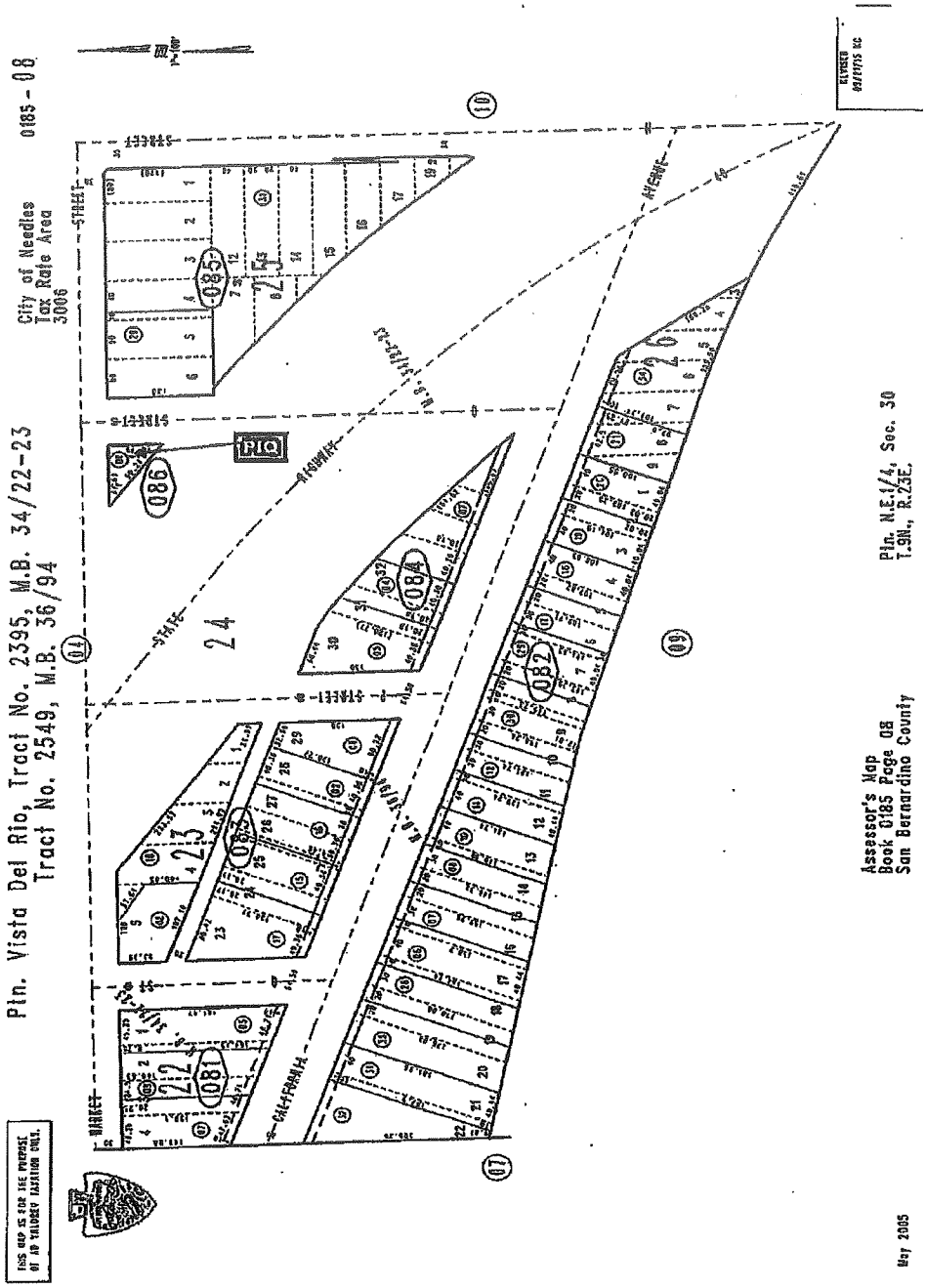
Pla. Tract No. 2395, M.B. 34/22-23
Tract No. 3847, M.B. 49/86

May 2005

Assessor's Map
Book 0185 Page 04
San Bernardino County

REVISED
03/19/15 GW
02/11/16 GW

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other lands, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

FNF Privacy Statement (Eff. 5/1/2015) Last Updated May 1, 2018 Copyright © 2018. Fidelity National Financial, Inc. All Rights Reserved

OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)

   a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at _____, further described as follows: See Preliminary Report/Commitment No. 09208618-918-KRA-CM8 for full legal description (the "Land").

   b. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at _____, further described as follows: See Preliminary Report/Commitment No. 09208618-918-KRA-CM8 for full legal description (the "Land").

2. (Fill in the applicable paragraph and strike the other)

   a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.

   b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of $_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows:_____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Commonwealth Land Title Company against any and all claims arising therefrom.

3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.

4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.

5. The Land is currently in use as _____ ; _____occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

   _____

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.

7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

8. There are no material violations of any current, enforceable covenant affecting the Property and the Undersigned has received no written notice from any third party claiming that there is a present violation of any current, enforceable covenant affecting the Property.

This declaration is made with the intention that Commonwealth Land Title Company and Commonwealth Land Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on ____ at _____.

Signature: _____ Signature: _____

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

LLC Registration – Articles of Organization

Entity Name: Greens Needles LLC

Entity (File) Number: 201833010308
File Date: 11/23/2018
Entity Type: Domestic LLC
Jurisdiction: California

Detailed Filing Information

1. Entity Name: Greens Needles LLC

2. Business Addresses:
   a. Initial Street Address of Designated Office in California: 9289 Research Drive
      Irvine, California 92618
      United States
   b. Initial Mailing Address: 9289 Research Drive
      Irvine, California 92618
      United States

3. Agent for Service of Process: Ashutosh S Kadakia
   9289 Research Drive
   Irvine California 92618
   United States

4. Management Structure: One Manager

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Ashutosh Kadakia

Hotel

Select investments.

Hotel (/portfolio/hotels/) Commercial (/portfolio/commercial/) Fuel (/portfolio/fuel/) Other (/portfolio/other/)

Under Development

	Location	City
Hampton Inn Riverside Downtown (http://hamptoninnriversidedowntown.com)	5th & Market	Riverside, CA
AC Hotel / Residence Inn Riverside Downtown	Mission Inn & Lemon	Riverside, CA
Hampton Inn / Home2 Suites March Air Base	Van Buren & Opportunity	Riverside, CA
TBD Hotel Mammoth Lakes	Berner & Forest Trail	Mammoth Lakes, CA
Hampton Inn Needles	O Street & Needles Highway	Needles, CA
Home2 Suites Riverside Downtown	Fairmont & Market	Riverside, CA
Fairfield Inn Victorville	Cottonwood & Monarch	Victorville, CA
Comfort Inn Miramar	Kearney Mesa & Miramar	San Diego, CA

	Location	City
Home2 Suites San Bernardino	E Brier Drive & S Gifford Ave	San Bernardino, CA

Current

	Location	City
Hampton Inn Parker (http://www.hamptonparker.com)	1110 Geronimo Ave	Parker, AZ
Best Western Plus Yuma Foothills Inn & Suites (http://www.bestwesternyuma.com)	10731 E South Frontage Road	Yuma, AZ
Best Western Plus Main Street (http://www.bestwesternbrawley.com/)	1562 E Main Street	Brawley, CA
Best Western Parker Inn (http://www.bestwesternparker.com)	1012 Geronimo Ave	Parker, AZ
Quality Inn I-15 Miramar (http://www.qualityinnmiramar.com)	9350 Kearny Mesa Road	San Diego, CA
Quality Inn I-15 Red Cliffs (http://www.qualityinnredcliffs.com)	912 Red Cliff Drive	Washington, UT
Quality Inn / Rodeway Inn Needles (http://www.qualityinnneedles.com)	1195 3rd Street	Needles, CA
Quality Inn Parker (http://www.qualityinnparker.com)	604 California Avenue	Parker, AZ
Super 8 Blythe (http://www.super8blythe.com)	550 West Donlon Street	Blythe, CA
Motel 6 Blythe (http://www.motel6blythe.com)	500 West Donlon Street	Blythe, CA

Exited

	Location	City
Best Western Cajon Pass	8317 US Hwy 138	Phelan, CA
Best Western Desert Oasis	Exit 1 I-10 S. Frontage Rd	Ehrenberg, AZ

	Location	City
Comfort Inn St. George North	974 North 2720 East	St. George, UT
Motel 6 Hurricane	650 West State Street	Hurricane, UT
Quality Inn Wickenburg	850 E. Wickenburg Way	Wickenburg, AZ
Super 8 Chandler	7171 West Chandler Blvd	Chandler, AZ
Super 8 Mesa	1550 S. Gilbert Road	Mesa, AZ

About

Greens Group is a privately held real estate development and hotel company built on a strong heritage of deep values. Greens Group has steadily grown its market presence by investing prudently, managing effectively, and operating efficiently. This year, Greens Group will celebrate its 61st year in business and continues to execute its vision of becoming one of the premier real estate developers and operators in America.

Visit Us

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Employees (/portal/) | Investors (/investors)

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Needles Hampton Inn

Greens Group

Project Number
841

Title Sheet

Oct. 25, 2016

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA ☐ ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Subject: City Council Resolution No. 2019-79
A Resolution of the City Council of the City of Needles
Approving Planned Development for the Hampton Hotel by Hilton
1803 Needles Highway, Also Known as APN 0185-046-05,
0185-046-10 thru 12, 0185-086-01, Applicant: Greens Needles LLC

Background: The City has received an application for a Hampton Hotel by Hilton, proposed to be located at 1803 Needles Highway, the former site of the El Rancho Motel.

The Hotel will be a 46,000 square foot three-story building with interior entries to each of the 80 rooms. The facility will also include a meeting room, laundry, breakfast area, swimming pool, and 83 parking spaces with associated landscaping. The applicant is "Greens Needles LLC".

Attached as Exhibit "A" are the "Conditions of Approval" for the project.

Public Notification: Not applicable

Critical Timeline: The applicant is proposing to break ground in early December, 2019. Construction drawings are currently being reviewed to support this construction date.

Fiscal Impact: Transient Occupancy Taxes (TOT) to the City; employment opportunities for community members

Recommendation: Approve Resolution No. 2019-79, approving the Hampton Hotel by Hilton's Planned Development, including the "Conditions of Approval", attached as Exhibit "A".

Submitted By: **Patrick Martinez, Development Director**

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 17

RESOLUTION NO. 2019-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING PLANNED DEVELOPMENT FOR THE HAMPTON BY HILTON HOTEL APPLICANT – GREENS NEEDLES LLC, 1803 NEEDLES HIGHWAY, ALSO KNOWN AS APN 0185-046-05, 0185-046-10 THRU 12, 0185-086-01

WHEREAS, an 80-room Hampton by Hilton Hotel (the "Project") is proposed at 1803 Needles Highway, the former site of the El Rancho Motel on approximately two-acres, comprised of four parcels, APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01; and

WHEREAS, the property is zoned General Commercial Highway (C-2), and is designated in the General Plan as Neighborhood Commercial (NC); hotels are a permitted land use in the C-2 zone, and are consistent with the NC General Plan designation; and

WHEREAS, the property is consistent with the development standards set forth in the Needles Municipal Code; and

WHEREAS, the proposed Project is 3-stories (33 feet in height), within the allowable height standard described in the Needles Municipal Code; and

WHEREAS, the elevations are well articulated by recessing rooflines and building facades to break up the massing and the architectural elevations, including different paint colors, balconies, etc. to help provide variation in form and visual interest; and

WHEREAS, parking for the Project is proposed at the rear of the building, including 83 parking spaces, so that parking is less visible adjacent to the street and highway; and

WHEREAS, the Project includes a meeting room, breakfast area, and outdoor pool with associated landscaping. The trash enclosure would be screened from view from the highway; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of The City of Needles as follows:

SECTION 1 in accordance with the California Environmental Quality Act (CEQA), the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15332. This exemption applies to projects characterized as in-fill development that are consistent with general plan designations, within city limits, within an area that has no value as habitat for endangered species, does not result in significant effects and can be served by all required utilities and public services.

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, based upon the facts and analysis, and subject to the Conditions of Approval attached as Exhibit "A", the City Council makes the following findings:

1. The Project is consistent with the goals and policies established by the General Plan, since the Project would provide for expanded hotel development that supports additional tourist-oriented development and local employment;

2. This Project is consistent with the City's zoning code, particularly the purpose and intent of the

Commercial Highway (C2) zoning district in which the Project is proposed to be located and all other adopted codes, policies and standards;

3. The proposed development plan will not be detrimental to the health, safety, morals, comfort, convenience and general welfare of a person residing or working in the neighborhood, or be injurious or detrimental to property and improvements in the neighborhood or to the general welfare of the city since the property is surrounded by similar hotel and commercial land uses, will not result in significant noise, traffic, light, glare, or other potential adverse effects;

4. The proposed development plan accommodates the aesthetic quality of the city as a whole since its design is consistent with other similar projects, and incorporates attractive building elevations (including a varied roofline) and building and landscape materials;

5. The proposed development plan is compatible with, and is not detrimental to, surrounding land uses and improvements, provides an appropriate visual appearance, and with mitigation measures incorporated as conditions of approval herein would not significantly impact environmental resources under the California Environmental Quality Act;

6. The proposed development plan contributes to the orderly development of the city as a whole by providing a well-designed Project that is suitable for the location where it is proposed and surrounding land uses in the vicinity.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-79**, approving planned development for the Hampton by Hilton Hotel, applicant Greens Needles LLC, 1803 Needles Highway, also known as APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01, subject to all of the following Conditions and Exhibits:

1. Exhibit A - Conditions of Approval

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest:** _____
City Clerk

Approved as to form:

_____
City Attorney

CONDITIONS OF APPROVAL
DEVELOPMENT PLAN 09172019
FOR
HAMPTON INN & SUITES

December 10, 2019

The project approval is issued to **Greens Needles LLC** for a Development Plan to establish and construct a Hotel (Use) (Hampton Inn & Suites); 46,000-square-feet three story building with 80 bedrooms, meeting room, laundry, breakfast area, swimming pool, 83 parking spaces and associated landscaping. This permit runs with the land and shall be binding upon Green Needles LLC and the owner of the subject property ("Permittee") and all subsequent successors in interest to the Permittee as to such land.

PLANNING DEPARTMENT General

1. The permittee/owner shall defend (with attorneys licensed in the state of California from a reputable law firm), indemnify and hold harmless the City of Needles, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval for Development Plan 09172019. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

2. The project shall be developed in conformance with all approved exhibits dated June 27, 2019. Subsequent modifications of this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the City Manager, unless the Director requires a Substantial Conformance or Revised Permit application in accordance with the Development Code. Materials and colors used in the construction of the building(s) shall be in compliance with those approved with this application.

3. This approval shall be used within five (5) years of approval date, otherwise it shall become null and void.

4. Prior to the expiration of this approval, the permittee/owner may request an extension of time in accordance with Development Code Section 94.13

5. Any fees due the City of Needles for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority. Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City.

6. At all times during the conduct of the use allowed by this permit, the use shall maintain and keep in effect valid licensing from appropriate local, state and/or federal agencies as required by law. Should such required licensing be denied, expire or lapse at any time in the future, this permit shall become null and void.

7. The project shall be in substantial conformance with any written project proposal information and any verbal agreements or representations made to the decision making body as part of its consideration of the project. Any proposed change substantially different than the approved project shall require an amendment to this approval in accordance with Development Code Section 94.15.

8. All parking requirements shall be in conformance with as identified on the approved site plan dated June 27, 2019 unless otherwise approved by the Planning Department. The project shall provide 83 parking spaces. All parking spaces shall be designed and improved pursuant to

Section 111 of the Needles Development Code.

9. All vehicles parked in the parking lot shall be in operable condition. At no time shall a vehicle be left parked in the parking lot for more than 72 hours, which is not owned, rented or leased by a registered guest of the hotels.

10. Four (4) accessible parking spaces(s) for persons with disabilities shall be provided as shown on approved plans dated June 27, 2019. Each parking space reserved for persons with disabilities shall: (a) be identified by a permanently affixed reflective sign constructed of porcelain on steel, beaded text or equal, displaying the International Symbol of Accessibility; (b) not be smaller than 70 square inches in area; (c) be centered at the interior end of the parking space at a minimum height of 80 inches from the bottom of the sign to the parking space finished grade; and (d) have a surface identification sign duplicating the symbol of the accessibility in blue paint of at least 3 square feet in size.

11. All lighting fixtures shall be designed with shielding or cut-off fixtures to project in a downward manner to minimize glare and to not shine directly upon adjoining residential zoned property or public rights-of-way.

12. The permittee/owner shall pay all applicable mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.

13. No signs are approved pursuant to this project approval. Prior to the installation of any on-site advertising or directional signs, a sign program shall be submitted to and approved by the Planning Department pursuant to the requirements of Article X of the City's Development Code.

14. The permittee/owner shall comply with all applicable provisions of federal, state and local ordinances in effect at the time of building permit issuance.

15. Ali plant materials within landscaped areas shall be maintained in a viable growth condition throughout the life of this permit.

16. In the event the use hereby permitted under this permit, a) is found to be in violation of the terms and conditions of this permit, b) is found to have been obtained by fraud or perjured testimony, or c) is found to be detrimental to the public health, safety or general welfare, or is a public nuisance, this permit shall be subject to revocation procedures in Article XVIII of the Development Code.

17. The permittee/owner shall obtain approval of all necessary plans for the construction of structures on the subject property in accordance with the Needles Development Code. Such plans include, but are not limited to floor plans and elevations, grading plans, landscaping plans.

18. The project shall be constructed in one phase.

19. The project site/use shall be the point-of-sale for the purpose of collecting any sales tax on goods that are sold on the site.

20. The sale of alcoholic beverages shall be subject to compliance with the City's Development Code Section 16.44.030.

21. Mechanical or other utility equipment required by this project (use) shall be screened whether it is located on the roof, side of the building or on the ground. The method of screening shall be architecturally integrated in terms of materials, color and form. Roof top equipment should be integrated into the design of the building. An interior room, with direct access, shall be provided for the placement of any additional main utility electrical switch gear distribution, roof access ladders and fire risers.

    Any mechanical equipment and vents (ground or rooftop) shall be screened from view from any public right of ways, landscaping area, open space and parking area. Line of sight details shall be included in the plans for building permit issuance and stamped by a licensed architect. In addition, details including the height of the roof-top equipment and height of the parapet must be a detail within the plans for building permit issuance. Also, during the review of the building plans,

the design of a proposed screening method shall be included within the building plans in the event the roof top equipment is visible.

If any time during the building inspection process, any roof-top equipment is found to exceed the height provided in the details of the approved plans for building permit issuance, the applicant must submit proposed method for screening of the equipment. Approval of such screening method is at the discretion of the Planning Department.

22. If human remains are encountered through implementation of this Project, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Coroner has made the necessary findings as to the origin. Further, pursuant to California Public Resources Code Section 5079.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable time frame. Subsequently, the Native American Heritage Commission shall identify the "most likely descendent." The most likely descendent shall then make recommendations, and engage in consultations concerning the treatment of the remains as provided in the California Public Resources Code Section 5097.98

    Any sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.

    If inadvertent discoveries of subsurface archaeological resources are discovered during grading, the permittee/property owner, a designated archaeologist, and the appropriate Tribe shall assess the significance of such resources and shall meet and confer regarding the mitigation for such resources. If the property owner and the Tribe cannot agree on the significance or the mitigation for such resources, these issues will be presented to the City Manager for decision. The City Manager shall make the determination based on the provisions of the California Environmental Quality Act with respect to archaeological resources and shall take into account the religious beliefs, customs, and practices of the Tribe.

Prior to building permit issuance

23. Construction Trailer: If a construction trailer is proposed for this project a Temporary Use Permit application shall be submitted to the City for review and approval prior to building permit issuance and placement of the trailer.

24. The permittee/owner shall pay all applicable fees, mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.

Prior to building inspection

25. The permittee shall contact the Building Department a minimum of 72-hours (to allow for scheduling) prior to any final inspection for this project.

<u>LANDSCAPING</u>

Prior to the issuance of building permits

26. Three copies of construction landscaping plans shall be submitted to the Planning Department and approved. A licensed Landscape Architect shall prepare the plans.

27. The above-described plans shall be in substantial conformance with the plans as approved by the City Administrative Staff, Planning Commission and/or City Council. Notes, details, and specifications shall be included.

28. All parking lot planting areas, curbing, irrigation, and bumper overhang shall be consistent with Section 11.04.19. of the Needles Municipal Code.

29. All overhead light fixtures and utilities shall be identified on the grading and site plan prior to approval of the grading and site plans.

30. All planter areas shall be a minimum of 5 feet wide excluding curbs and required concrete strip adjacent to parking spaces (12" wide by 4" deep doweled into the 6" wide curb or 12" wide by 12" deep integrally poured curb) and excluding walkways, walls, wall footing encroachment, and overhead obstructions.

31. All trash enclosures shall be covered with architectural treatment to blend with the buildings as approved by the Planning Department.

32. Planting areas adjacent to streets shall have trees provided at the rate of one for each 30 lineal feet of landscaped area.

~~33.~~ Above ground utility locations shall be approved with prior permission of the Utility Departments. All double detector check and backflow assemblies shall identified on the grading or site plan prior to approval of the site plan. The detector check /backflow devices shall be painted a neutral/earth-tone color and any pipes extending above ground shall be finished and painted to match the device.

34. All irrigation in shrub areas shall be designed and installed using drip irrigation. All irrigation in turf areas shall be designed and installed using low flow type irrigation rotors or spray heads.

35. A weather-based irrigation controller shall be installed that measures evapotranspiration. A rain shut off device shall be installed connected with the irrigation controller.

36. Plant materials within shrub areas shall be drought-tolerant, water-efficient and hydro- zoned. Low water use plants, according to Water Use Classification of Landscape Species (WUCOLS) IV, shall be predominantly designed into the landscape.

Prior to the issuance of occupancy permits

37. All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. The owner's Landscape Architect shall provide inspection of the landscaping. The owner's Landscape Architect shall provide the City with a Certificate of Compliance stating that the landscaping was installed per the approved plans. The City will review the Certificate of Compliance and conduct inspections to ensure that the landscape installation is in compliance with the approved landscape plans.

DEPARTMENT OF PUBLIC WORKS

38. Unless stated otherwise, all conditions shall be completed by the permittee/owner at no cost to any Government Agency.

General requirements

39. It is understood that the Conceptual Grading Plan correctly shows all existing easements, traveled ways, and drainage courses, and that the omission may require the map or plans associated with this application to be resubmitted for further consideration.

40. A precise grading permit shall be obtained from the Engineering Dept. prior to commencement of any construction outside of the City-maintained road right-of-way.

41. An encroachment permit shall be obtained from the Engineering Dept. prior to commencement of any construction within an existing or proposed City right-of-way or easement.

42. Coordinate with adjacent property owners affected by grading, street, utility and drainage improvements necessary for the onsite, frontage, and offsite improvements. Be solely responsible for acquisition of any necessary easements and agreements prior to grading permit or improvement approval whichever comes first. If necessary, the agreements shall address maintenance, erosion control, and be notarized in a format acceptable to the City Engineer.

43. All designs shall conform to the City of Needles Municipal Code, Development Code, Standard Drawings, and Circulation Element unless otherwise approved by the City Engineer.

44. Prior to approval of any grading plan, improvement plan; submit clearances from all applicable agencies, and pay all outstanding plan check and processing fees.

PRIOR TO ISSUANCE OF ANY GRADING PERMIT, UNLESS OTHER TIMING IS INDICATED, THE PERMITTEE/DEVELOPER SHALL COMPLETE THE FOLLOWING OR HAVE PLANS SUBMITTED AND APPROVED, IMPROVEMENT AGREEMENTS EXECUTED AND SECURITIES POSTED:

45. Pay to the City all Development Impact Fees applicable at time of building permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the permittee/owner shall provide proof of payment.

46. If necessary, the permittee/owner shall make a good faith effort to acquire the required off-site property interests (easements, rights of way, construction access, etc). The notarized agreements or easements shall be in a format acceptable to the Engineering Department and shall designate maintenance responsibilities conforming to those stated on the approved Conceptual Grading Plan. The agreement shall also address, but not be limited to, access to the existing properties and utility services during construction, retaining walls, erosion control, and advance notice of construction start. Record all agreements and easements and show the recording information (instrument and date) on the appropriate plan(s).

47. A Precise Grading Plan shall be prepared by a registered Civil Engineer in accordance with City standards and approved by the City Engineer prior to commencement of any grading. The plan shall incorporate adequate erosion control measures to protect the site and adjoining properties from damage due to erosion.

48. Prior to commencing of any clearing, grading in excess of 50 cubic yards, or paving in excess of 3,000 square feet, the Permittee/Developer shall obtain a grading permit and approval prior to issuance of a building permit.

49. A comprehensive Geologic and Geotechnical Report shall be prepared by a registered Civil or Soils Engineer and submitted to the Engineering Department with the initial grading plan check. The report shall address in situ soils conditions, identify any geotechnical hazards for the site, provide recommendations for the construction of engineered structures, preliminary pavement sections, slope stability, identify and located faults, and confirm the buildings have sufficient setback from the fault but not be limited to just these items. All recommended measures identified in the report shall be incorporated into the project design. The report may be subject to a third-party review at the discretion of the City Engineer if in a Geologic Special Study Zone.

50. A haul permit is required prior to hauling dirt or construction debris onto or off the site. Submit a proposed haul route plan and comply with all conditions and requirements the City Engineer may impose to the hauling operation.

NOI, SWPPP, WQMP

51. Prior to issuance of a grading permit or other construction activities, the permittee/owner shall provide the following to City staff:

    a. A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board.

    b. An adequate Storm Water Pollution Plan (SWPPP) shall be available to State and City Inspectors at the job site prior to commencing construction. The permittee/owner shall be responsible for implementation, monitoring, operation and maintenance of the SWPPP until all improvements have been accepted by the City or construction is complete, whichever is later. A Notice of Termination (NOT) can then be filed with the State Water Resources Control Board.

    c. A Final project-specific Water Quality Management Plan (WQMP) shall be submitted to the City for approval with the grading plan check application and approved

by the City Engineer prior to issuance of a grading permit. It shall incorporate, but not be limited to, the following: site design BMP's, applicable source control BMP's, treatment control BMP's, long term operation and maintenance requirements, inspection and maintenance checklist; record a restrictive covenant to ensure operation, maintenance, funding, and transfer of requirements. The post-construction best management practices (BMPs) outlined in the approved Final project-specific WQMP shall be incorporated in the Precise Grading Plan.

52. A copy of the Final project-specific WQMP shall be kept onsite at all times. The permittee/owner shall make the occupants, tenants, staff, employees, and contractors aware of this document and educate them on the contents.

53. The permittee/owner shall allow the City to enter the premises to conduct periodic inspections to ensure that the Final project-specific WQMP is being implemented, maintained, and to review the inspection and maintenance records.

54. All grading activities shall minimize dust through compliance with AQMD Rule 403 which requires watering during earth moving operations.

55. Post security and enter into an agreement guaranteeing the grading and erosion control improvements in conformance with applicable City Standards and subject to approval by the City Engineer.

DRAINAGE

56. Provide a hydrologic and hydraulic study prepared by a registered Civil Engineer which identifies storm water runoff quantities from the site and upstream of the site. The study shall show all existing or proposed offsite public or private drainage facilities intended to discharge this runoff. The study shall include a capacity analysis verifying the adequacy of the facilities. Runoff from the development or partial phase of development of the property shall not exceed the existing natural discharge quantities with respect to the following criteria:

    a. For projects less than 10 acres, including those less than one acre NOT using volume based water quality measures shall analyze and mitigate the difference in developed and undeveloped runoff for a 10-year storm. A simplified hydrograph method shall be used that simulates the hydrograph with a triangle. The Rational method flow rate shall be the top value of the triangle and the base width shall be two times the time of concentration (Tc). The difference in area between the developed condition triangle and the existing condition triangle represents the required storage volume. Both triangles shall use time of concentration from the developed condition. Based upon the storage volume head, the outlet structure shall have an outlet flow no larger than the existing flow rate.

    b Projects that are 10 acres or greater shall analyze for the 1, 3 ,6 and 24-hour duration for the 2, 5 and 10-year frequency storms.

    The design of detention basins shall provide for the detention of nuisance flow. Development shall detain the year and duration incremental storm runoff developed and or increased by means of on-site detention. Detention techniques shall include, but not be limited to: Parking lot detention or on-site detention basin or other methods approved by the City Engineer. Detention shall not be required in the event facilities downstream from the point of discharge are shown to be designed for and have been constructed to convey the 100 year storm event. Evidence of a maintenance mechanism shall be provided for the basins, If project discharges/connects to an off-site detention basin, provide permission to drain/connect correspondence from the owner of basin or system. Off-site detention basins require a Declaration of Dedication. All detention measures shall have positive drainage with a minimum 48hr draw-down time and be empty within 72 hours. Standing water is not permitted.

57. Street storm flows **shall** not exceed top of curb for the 10-year storm event and must be contained within the street right-of-way for the 100-year storm event.

58. Alteration the existing drainage pattern, concentration or diverting flows is not allowed. If allowed, protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or securing drainage easements or permission via a notarized letter of permission or agreement. A maintenance mechanism shall be in place for any private drainage facilities constructed onsite. A manhole shall be constructed at right of way line where private storm drain facilities connect to the public storm drain facilities.

59. Accept and properly dispose of all offsite drainage flowing onto or through the site.

60. If possible, all drainage shall be conveyed onto public property. Drainage flowing cross lot is not permitted.

STREET IMPROVEMENTS

61.a Design, dedicate to city the sidewalk section along Broadway.

b. Remove existing retaining wall and footing and compact and make grade ready for new sidewalk

SEWER AND WATER

63. Verify capacity of proposed sewer and water systems and provide approval by the governing Sewer and Water District that the proposed sewer and water system is compliant with the District's master plan.

64. Design and guarantee the construction of all sewer and water improvements necessary to serve this project.

MAPPING AND SURVEY

65. Prepare and process legal descriptions for easements, when required for ingress egress, roadway slopes, landscape easements, drainage facilities, utilities, etc. All offers of dedication and conveyances shall be submitted for review and recorded as directed by the Engineering Department. On-site drainage facilities located outside of road right-of-way shall be contained within private drainage easements as determined to be necessary. A note shall be added stating, "Drainage easements shall be kept free of buildings and obstructions." The permittee/owner shall incur all costs associated with the formation of a suitable maintenance district for all associated slope and drainage easements, including landscaping and access.

66. All easements and/or right-of-way dedications shall be offered for dedication to the public or other appropriate agency and shall continue in force until the City accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the Department of Public Works.

69. If CC&R's are prepared or the existing CC&R's are modified, Include two copies of the CC&R's with the first submittal of the precise grading plan check review. The City Attorney shall approve the CC&R's prior to approval of the final map by the City Council. The CC&R's shall include language to notify the property owners and occupants of the requirements to implement the approved final project-specific WQMP.

70. All existing street and property monuments within or abutting this project site shall be preserved. If monuments are damaged or destroyed, the permittee/owner shall retain a qualified licensed land surveyor or civil engineer to reset those monuments per City Standards and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant as a result of the parcel merger/lot line adjustment do not have to be replaced.

71. Provide one hard copy and electronic copy of the Precise Grading Plan. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department.

UTILITIES

72. All existing and proposed utility systems including gas, electric (under 33kv), telephone, water, sewer,

and cable TV shall be installed underground, with easements provided as required, and designed and constructed in accordance with City Codes and the utility provider.

73. All dry and wet utilities must be installed prior to the placement of final cap or lift of asphalt paving to avoid new street improvements from being disturbed by cores, saw cuts, rock wheeling, and all other excavations.

PRIOR TO ISSUANCE OF BUILDING PERMITS

74. All easements, agreements of improvements, offsite construction, and dedication for required rights-of-way shall be approved by the Engineering Department.

75. The building pad shall be certified by a registered Civil Engineer for location and elevation, and the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.

76. Pay to the City the applicable Development Impact Fees as required by, and in accordance with City Ordinance 196-98.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

77. Final grading of the subject property shall be in accordance with the California Building Code, the approved grading plan, the conditions of the grading permit, City Grading Manual and accepted grading construction practices. The final grading shall be in substantial conformance with the approved Conceptual Grading Plan.

78. All improvements required shall be constructed and completed per the approved plans and City standards to the satisfaction of the City Engineer.

79. All sewer and water improvements shall be constructed and completed in accordance with the Sewer and Water standards.

80. Provide one set of Mylars and "As-Built" drawings of the grading and improvement plans.

BUILDING AND SAFETY DEPARTMENT General

81. All structures shall comply with the current California Building Codes (CBC), and related Codes and Ordinances of the City of Needles. Three (3) sets of plans shall be submitted for a building permit, and shall include building data, building use/occupancy, construction type, allowable area increases and actual building square foot area, building setbacks, related building means of egress and ensuing egress discharge to the public right-of-way.

82. Required CBC, site facility accessible exterior routes of travel, as defined in the current California Building Code (CBC); transition components etc., shall be provided, which shall be shown on an architectural site plan, and shall correlate with the civil designed precise grade plan. All design and details shall comply with California State guidelines as outlined in Title 24 California Building Code. The property owner shall be responsible for Federal ADA compliance.

83. Plans submitted during the permitting process, including but not limited to, site plan, precise grade plans and building architectural features, shall not vary substantially, from plans previously reviewed and Approved by the Planning, Engineering or other City Departments, without prior authorization from the City Planner, Public Works Director and/or Building and Safety Manager.

84. All exterior lighting shall be shown on building permit plans.

BUILDING PERMIT APPLICATION

85. Plans submitted for building construction shall contain a full size copy of the Final Approved set of city departments Conditions of Approval.

86. Two sets of signed soil reports shall be submitted and correlate with building foundation design by reference. The report shall be from an individual licensed by the state to prepare such report, including compaction test results and verification of satisfactory placement, of any fill

material used to support the foundation of any building or structure, in accordance with accepted engineering practice or, as recommended in any engineering geology preliminary report for any engineered grading design.

87. Separate permits shall be obtained from the City of Needles Building & Safety Department, for individual structures e.g., monument signs, building wall signs, masonry walls, retaining walls, temporary power etc. Temporary power and temporary wiring shall comply with the current California Electrical Code.

PRIOR TO BUILDING FINAL

88. Final permit approvals shall be obtained, and any outstanding fees shall be paid to all City Departments/Divisions which may include Fire, Planning, Engineering, Building & Safety, prior to a tenant occupancy of a building permitted as a "shell only" building, a building shell "Notice of Inspection Completion", and the issuance of a Certificate of Occupancy from the City of Needles Building & Safety Division.

FIRE DEPARTMENT BUILDING PLAN SUBMITTAL

89. Applicant to submit plans to the San Bernardino County Fire Dept. for approval prior to issuance of building permit; Applicant to comply with all requirements identified by the San Bernardino County Fire Dept.

ACCESS REQUIREMENTS

90. All road surface improvements shall be in place with all weather surfacing, acceptable to fire staff, prior to construction of any buildings within this project.

PRIOR TO OCCUPANCY

91. Building Numbering: Each building within the complex shall be separately identified by a letter and/or number. The number/letter must be visible from a distance of at least 100 feet and large enough (at least 12 inches in height and a contrasting color from the building) and appropriately placed to be clearly seen by emergency responders. The number/letter of the building shall also be marked with a reflectorized material (at least 24 inches in height) on the roof of the building which does not negatively impact the aesthetics of the project.

92. The parking lot of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot.

93. Lighting in the parking area of the premises shall be directed, positioned and shielded in such a manner so as not to unreasonably illuminate the window area of nearby residences.

94. The petitioner(s) shall be responsible for maintaining free of litter the area adjacent to the premises over which he has control.

95. Graffiti shall be removed from the exterior walls and windows of the premises within 24 hours of discovery at the expense of the owner or property manager.

NEEDLES SCHOOL DISTRICT

96. The permittee/owner shall pay the applicable Needles Unified School District fees prior to building permit issuance.

END CONDITIONS

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Agreement to Issue H- Street Patient Care a Temporary Certificate of Occupancy for the building located at 101 W Spikes Road, Also known as APN# 0650-431-10-0000

Background: May 30, 2017, the City Council approved Resolution 2017-42 also known as Conditional Use Permit No. 04-05-2017-1 PC and Resolution 2017-43 also known as Conditional Use Permit No. 04-05-2017-2 PC, approving a medical marijuana manufacturing and cultivation facility at the Property subject to Conditions of Approval described in Exhibit "B" attached hereto in the agreement.

On May 29, 2018, the City Council approved Resolution 2018-24 also known as Conditional Use Permit No. 04-18-2018-1 PC approving a medical marijuana distribution facility at the Property subject to Conditions of Approval described in Exhibit "B" attached hereto in the agreement.

The property as of November 5, 2019 has two (2) Conditions of Approval which are not life or safety conditions that still be completed.

H- Street Patient Care has requested a Certificate of Occupancy for the building to certify the Property is compliant and is suitable for occupancy. City Staff has reviewed with H- Street Patient Care, Inc each of the two (2) Conditions and City Staff has agreed to provide Owner a six (6) month time period during the term of the temporary Certificate of Occupancy to correct all remaining conditions by May 12, 2020. H- Street Patient Care has agreed to the estimated costs of to correct all conditions attached hereto as Exhibit "D" in the agreement.

The City has identified the following costs to remedy each of the two (2) Conditions to be Fifty-Two Thousand Seven Hundred Twenty-Six Dollars ($57,526.25). H- Street Patient Care, shall provide financial assurance in the amount of Fifty-Two Thousand Seven Hundred Twenty-Six Dollars ($57,526.25), in a form that is acceptable to City in City's sole and absolute discretion, before issuance of the six (6) month temporary Certificate of Occupancy, to assure that the Work is timely completed. The City has agreed to hold the financial assurance funds, solely and exclusively for the assurance of completion of the Conditions of Approval. As each of the two (2) Conditions of Approval are completed to the satisfaction of the City the Owner will have the bond returned within 30 days of such satisfactory completion according to the costs that are described in the proposed

#18

Agreement (Exhibit "D"), on the property identified in Exhibit "A" by May 12, 2020 attached hereto and incorporated herein by this reference.

At the November 12, 2019 City Council meeting this item was tabled for the December 10, 2019 council meeting. At the November 12, 2019 Council meeting the applicant volunteered to add fencing to his property. The applicant has provided a site plan and a letter of commitment for the proposed fencing at 101 Spikes Road (attached).

Fiscal Impact: Full cost recovery of remaining two (2) Conditions if work is not completed by H- Street Patient Care.

Environmental Impact: This project is categorically exempt under the California Environmental Quality Act, CEQA Guidelines, Section 15301(a), (Existing Facilities, interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances). The proposed use will involve tenant improvements to an existing commercial building facility.

Recommended Action: Approve the Agreement with H- Street Patient Care a Temporary Certificate of Occupancy for the building located at 101 W Spikes Road, Also known as APN# 0650-431-10-0000 subject to conditions including the applicants proposal to add fencing.

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
		Agenda Item: 18	

Patrick Martinez

From: harry ezajian
Sent: Wednesday, November 27, 2019 4:36 PM
To: Patrick Martinez
Subject: Re: Concurrence Required - Fence graphics.pdf

The fencing will take place within a month after getting my CFO for cultivation / actually the whole project should fallow right after . Sidewalk /curb/gutter and fencing in a timely manner. Depending on contractors Schedule. In reality if all plans out project should start in or before January 2020.
Sent from my iPhone

On Nov 27, 2019, at 3:57 PM, Patrick Martinez <pmartinez@cityofneedles.com> wrote:

Harry,

Can you also provide a short email/letter to the City that commits you to the modification to your fencing. Provide a timeline as well.

Best Regards,
Patrick J. Martinez
Director of Development Services|City of Needles
760-326-2115 ext 126
Pmartinez@cityofneedles.com
Sent from my mobile device.

From: harry Ezajian <h
Sent: Wednesday, November 27, 2019 3:17:37 PM
To: Cindy Semione <csemione@cityofneedles.com>
Cc: Patrick Martinez <pmartinez@cityofneedles.com>
Subject: Re: Concurrence Required - Fence graphics.pdf

On Nov 25, 2019, at 3:55 PM, Cindy Semione <csemione@cityofneedles.com> wrote:

<11-25-2019 - Fence graphics.pdf>

Proposed Wrought Iron Fencing—6' Tall

Proposed Wrought Iron Gates—6' Tall

Proposed Chain Link Fence Continuation —6' Tall

CONCUR: _____ _____

Harry Ezajian Date:

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: City Council Resolution 2019-78
Request for a Six-Month Extension for Eight (8) Conditional Use Permits scheduled to expire on December 11, 2019, for Marijuana Facilities located at 320 Balboa St., as follows:

2017-94	Cultivation – Bldg 1D	2017-98	Cultivation – Bldg 4A
2017-95	Cultivation – Bldg 2A	2017-99	Cultivation – Bldg 4B
2017-96	Cultivation – Bldg 3A	2017-100	Manufacturing- Bldg 1B/1C
2017-97	Cultivation – Bldg 3B	2017-101	Distribution – Bldg 1A

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicant has submitted documentation outlining the actions taken since the City Council approved a six-month extension on June 11, 2019, attached as Exhibit "A", including several lot-related corrections to ultimately create separate parcels for each building to provide lower cost investment opportunities. The applicant is also utilizing a website (greenmedicalcenter.net) to market the properties.

In an effort to continue the progress the applicants are making in moving forward, the applicant is requesting that a six-month extension be attached to the eight (8) Conditional Use Permits identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-78 approving a Six-Month Extension to the life of eight (8) Conditional Use Permits identified above, expiring on December 11, 2019, and extending to June 9, 2020.

Attachment: Exhibit "A" work completed

Submitted By: **Patrick Martinez, Development Director**

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐ Agenda Item: 19

CITY COUNCIL RESOLUTION 2019-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR EIGHT (8) CONDITIONAL USE PERMITS (CUP) ISSUED FOR MARIJUANA FACILITIES AT 320 BALBOA EXPIRING ON DECEMBER 11, 2019

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permits for marijuana facilities identified below received approval by the City Council on December 19, 2017 and are scheduled to expire on December 11, 2019 per Resolution No. 2019-25:

2017-94	Cultivation – Bldg 1D	2017-98	Cultivation – Bldg 4A
2017-95	Cultivation – Bldg 2A	2017-99	Cultivation – Bldg 4B
2017-96	Cultivation – Bldg 3A	2017-100	Manufacturing-Bldg 1B/1C
2017-97	Cultivation – Bldg 3B	2017-101	Distribution – Bldg 1A

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Needles as follows:

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permits identified above for a period of six months, expiring on June 10, 2020.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-78**, approving a six month extension period for the life of the Conditional Use Permits identified above, expiring on June 10, 2020.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Deer Park Development Corporation
P.O. Box 2224
Big Bear City, CA 92314

Rick Daniels, City Manager
City of Needles
817 Third St.
Needles CA 92363

November 11, 2019

Attn: Cindy Semione, Planning Department

Re; Extension of Time: CUP's 2017-94 through 101, inclusive

Dear Mr. Daniels,

Deer Park Development Corporation's eight CUP's were approved by Needles City Council Resolutions No. 2017-94 through 2017-101, inclusive, on December 19, 2017. These CUP's were subsequently extended by the City Council and are now scheduled to expire on December 11, 2019.

Deer Park Development Corporation has diligently progressed on their project by correcting a building encroachment on two of their buildings with a Lot Line Adjustment and recorded Certificate of Compliance. They have filed and received approval of a Lot Merger Application and await the City's preparation of an additional Certificate of Compliance. Deer Park has also prepared and filed a second Lot Line Adjustment to adjust the Merger lines to fit the existing buildings and eliminate the current conflicting lot boundaries. This will give Deer Park sellable lots and the ability to attract financing to complete the various requirements of the CUP's.

Additionally, Deer Park Development Corporation has aggressively marketed their project by actively listing the property for sale through Costar and LoopNet and has developed a website (greenmedicalcenter.net) to facilitate their marketing effort. This effort has brought significant international attention to the project and to the City of Needles.

Deer Park Development Corporation hereby respectfully requests a six month or longer extension of time to allow for the completion of the Lot Merger and Lot Line Adjustment, as well as the extensive Conditions of Approval of their eight CUP's.

If you need additional information, or have any questions, please call.

Sincerely,

Walter Ron Kemper

Walter Ron Kemper, President

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: City Council Resolution 2019-83
Request for a Six-Month Extension for Two Conditional Use Permits scheduled to expire on December 11, 2019, for Marijuana Manufacturing and Distribution buildings located at 2208 Needles Highway, the former "Relax Inn" Hotel

Suite A	Marijuana Manufacturing Facility	Approved via 2018-70
Suite B	Marijuana Distribution Facility	Approved via 2018-71

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicants have submitted documentation outlining the actions taken since the City Council approval on November 13, 2018, attached as Exhibit "A". The applicant was pursuing the engagement of an engineer for document design, and paused the activity to plan a wedding, and then was unable to contract the engineer because of his workload. The applicant is again pursuing the services of an engineer for drawing design.

In an effort to continue the progress in moving forward, the applicant is requesting that a six-month extension be attached to the two Conditional Use Permits identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-83 approving a Six-Month Extension to the life of two (2) Conditional Use Permits identified above, expiring on December 11, 2019, and extending to June 11, 2020.

Attachment: Exhibit "A" work completed

Submitted By: **Patrick Martinez, Development Director**

City Management Review: Rick **Date:** 12/3/19

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

Agenda Item: 20

"A"

December 2, 2019

Cindy Semione

City of Needles

Sent Via E-Mail: Csemione@cityofneedles.com

Re: Conditional Use Permit# 11-07-2018-2-PC and II-07-2018-3PC

Dear Cindy

We are writing you in order to be in compliance with the requirements and to request a 6 month extension of time for our Conditional Use Permits (herein referred to as CUP) for the property Located at 2208 Needles Highway, Needles. Permit numbers as stated above.

We need the extension of time because; Being able to get an Engineer has been difficult. Bill Cyr was kind enough to recommend Dan Cline who, at first, was difficult to reach, then sent us an estimate,but during that time I was travelling back and forth To New York as I was getting married. Unfortunately, upon my return I could not get in touch with him.

The need for the extension is due to the fact that I was finally able to find a contractor who Is willing to go out to Needles, he is in the process of drawing plans and getting me the bid To bring the property in compliance with the needles request. We anticipate this taking approximately 6 months westher permitting,

My assistant was finally able to reach him, after numerous attempts and was told that hewas too busy to even have a discussion. We were ready to send a deposit to begin the process but instead we are back to having to locate another Engineer to continue and complete the plans.

Our goal and intent is to obtain the certificate of occupancy in order to get the business up and running as soon as possible.

I appreciate your input and the planning committee's consideration for extending our CUP's for an additional six (6)months.

Respectfully submitted

David M Posner

CITY COUNCIL RESOLUTION 2019-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR TWO CONDITIONAL USE PERMITS (CUP) ISSUED FOR A MARIJUANA MANUFACTURING FACILITY, SUITE "A", 2018-70, AND A MARIJUANA DISTRIBUTION FACILITY, SUITE "B", 2018-71, AT 2208 NEEDLES HIGHWAY, THE SITE OF THE FORMER "RELAX INN" HOTEL

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permits identified above received approval by the City Council on November 13, 2018, an extension was approved by Resolution No. 2019-21 and are scheduled to expire on December 11, 2019; and

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Needles as follows:

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permits identified above for a period of six months, expiring on June 11, 2020.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-83**, approving a six month extension period for the life of the Conditional Use Permits identified above, expiring on June 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA ☐ RDA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Accept the bid from **Phillips Excavating Inc** in the amount of $38,190.00 to install the water and sewer laterals crossing Needles Hwy in 3 locations within the next 3 weeks and authorize staff to issue a Notice of Award and Notice to Proceed.

Background: Time is of the essence as this project will need to be completed before the beginning of the year 2020 prior to the new road being paved. In order to serve the future residential and commercial customers on the west side of Needles Hwy with water and sewer it is necessary to install 60' of water and sewer lines in 3 locations prior to Needles Hwy being paved.

On November 27, 2019 an invitation to bid was published in the Needles Desert Star Newspaper, however was released on November 20, 2019. The City received a bid from Phillips Excavating Inc on December 5, 2019 in the amount of $38,190.00

Fiscal Impact: The sewer and water departments will supply materials and will deliver to the contractor on site. The bid is for labor only for the installation of waterlines in the 3 locations costing $17,040 and sewer lines for the 3 locations costing $21,150.

Total Project Cost is funded by North Needles Water & Sewer Development Impact Fees subject to verification or the Water & Sewer Asset replacement funds will be used.

Sylvia Miledi Sylvia Miledi

Recommendation: Accept the bid from **Phillips Excavating Inc** in the amount of **$38,190.00** to install the water and sewer laterals crossing Needles Hwy and authorize staff to issue a Notice of Award and Notice to Proceed.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: Rick **Date:** 12/6/19

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

AGENDA ITEM: 21

City of Needles
SEALED BID OPENING
THURSDAY, 12/5/2019
DATE – 3:30 P.M.

	BIDDER	DECLARATION	ADDENDUMS	BID BOND	DIR Registered	TOTAL BID
1	PHILLIPS EXCAVATING INC.	X	-	X	X	$ 38,190.00
2						$
3						$
4						$
5						$
6						$
7						$
8						$
9						$
10						$

Present at Opening:

Rainie Torrance
Tammy Ellmore
Dale Jones

Recorded by: Dale Jones
Dale Jones

Last Updated: 12/6/2019 8:17:22 AM

City of Needles, California
Request for Council Action

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

Meeting Date: December 10, 2019

Title: Marijuana Auditing Services 2018-2019

Background: In October, the City sent out Request for Proposals (RFP) for tax field audits to be conducted. Advertising was also published in the local newspaper and posted on the City website. The proposal period closed on November 5, 2019 the following sealed bids were received:

1) Vasquez & Company *$5,200 to 5,800 per entity*
2) Greengrowth CPA's *$4,500 to 13,500 per entity*
3) Hay & Associates *$10,500 per entity*

Proposals were reviewed by staff which concluded that all parties are qualified to perform the requested revenue audits. The selected firm will conduct four (4) dispensary audits and one (1) cultivation facility.

Fiscal Impact: A maximum estimated cost of $5,800 per facility. Currently there are four (4) dispensaries and one (1) cultivation facility, a total cost of $29,000

Recommended Action: Award of contract to Vasquez & Company to perform four (4) dispensaries and one (1) cultivation facility for calendar year(s) 2018-2019 at a cost not to exceed $29,000

Submitted By: Sylvia Miledi, Finance Director

City Management Review: Rick **Date:** 12/2/19

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

Agenda Item: 12

Proposal for Marijuana Tax Field Audit Services

CITY OF NEEDLES

Submitted by:
Roger A. Martinez
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: (213) 873-1703
Fax: (213) 873-1777
www.vasquezcpa.com

November 26, 2019

RSM US Alliance
RSM

Vasquez & Company LLP
Certified Public Accountants and Business Consultants

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Vasquez & Company LLP
Certified Public Accountants and Business Consultants

655 N Central Avenue, Suite 1550
Glendale, CA 91203
Ph. (213) 873-1700
Fax (213) 873-1777

www.vasquezcpa.com

OFFICE LOCATIONS:
Los Angeles
Sacramento
San Diego
Manila

Cover Letter

November 26, 2019

City of Needles
Attention: Dale Jones, City Clerk
817 3rd Street
Needles, CA 92363

Re: Request for Proposal for Tax Field Audits

Vasquez & Company LLP ("Vasquez") is pleased to respond to the City of Needles' (the "City") request for proposal to provide tax field audit services for cannabis dispensaries and cultivation facilities operating within City limits for the calendar year ended December 31, 2018.

For Vasquez, there is only one measure of success: "Client Satisfaction." This is our primary objective, and drives our firm-wide customer service philosophy and focus:

- **Reliability:** Vasquez has a long history of dependable and reliable expertise in service to the City. It is a history of accumulated skills and experience that is proven and verifiable.
- **Knowledge:** We have become trusted advisors to the City based on our knowledge of their business and our specialized expertise.
- **Responsiveness:** Vasquez professionals, trained to listen to our clients, have a well-earned reputation for devising innovative and creative solutions to today's complex business challenges.

Highlighted below are a few of the reasons we believe Vasquez is your best choice.

We have assembled a client service team that is experienced, highly competent, and focused on exceeding your expectations. Our team's extensive knowledge and experience in performing sales and revenue examinations of businesses under contract with such entities as the City of Los Angeles, Department of Recreation and Parks, the City of Los Angeles Department of Public Works, Bureau of Sanitation makes Vasquez particularly qualified to conduct these examinations on behalf of the City. Our firm's hands-on approach, coupled with our extensive knowledge and experience in serving governmental agencies in this capacity, allows us to anticipate and address potential issues before they become a concern. As our proposal will show, our ability, technical expertise and timeliness in meeting deadlines have been consistently demonstrated on engagements of similar size and complexity. We are truly committed to providing the City with the highest level of expertise and client service possible.

Vasquez provides tax and business advisory services to the Tinley Beverage Company, a publicly-traded company on the Canadian Securities Exchange (TNY: CES) and the OTC Exchange (TNYBE: OTC). The Tinley Beverage Company is a producer and distributor of cannabis-infused beverages.

We will bring an unbiased perspective to the systems, operations, and practices of the cannabis businesses operating within City limits. Our experience will allow us to determine gross receipts and vendor compliance with the relevant terms and conditions of their contracts.

Vasquez remains committed to providing the level of service the City has come to expect, even as we strive to exceed our past performance. We trust you will continue to find Vasquez uniquely qualified to provide the audit services to the City.

VASQUEZ & COMPANY LLP

Roger A. Martinez
Partner, Audit Practice Leader

Independence

Vasquez meets the independence requirements of the auditing standards generally accepted in the United States of America and the *Government Auditing Standards* (2011 revision), published by the United States General Accounting Office ("Yellow Book") as it relates to the City and its component units.

Independence Policies and Monitoring Programs

One of the primary objectives of our system of quality control is to provide reasonable assurance that our firm and personnel comply with relevant ethical requirements when discharging professional responsibilities. Relevant ethical requirements include independence, integrity, and objectivity.

Our firm satisfies this objective by establishing and maintaining policies and enforcing specific procedures relative to the following:

- Personnel adherence to relevant ethical requirements such as those in regulations, interpretations, and rules of the AICPA, Securities and Exchange Commission, Department of Labor, Public Company Accounting Oversight Board, U.S. Government Accountability Office, state CPA societies, state boards of accountancy, state statutes and any other applicable regulators.
- Communicating independence requirements to firm personnel and, where applicable, others subject to them.
- Identifying and evaluating possible threats to independence and objectivity, including the familiarity threat that may be created by using the same senior personnel on an audit or attest engagement over a long period, and to take appropriate action to eliminate those threats or reduce them to an acceptable level by applying safeguards.
- Withdrawing from engagements if effective safeguards to reduce threats to independence to an acceptable level cannot be applied.
- Written confirmation, at least annually, of compliance with policies and procedures on independence from all firm personnel required to be independent by relevant requirements.
- Confirming the independence of another firm or firm personnel in associated member firms who perform part of an engagement.
- Rotating personnel for audit or attest engagements where regulatory or other authorities require such rotation after a specified period.
- Advising acquired practice units of our policies related to independence, integrity, and objectivity.

Firm Qualifications and Experience

Vasquez was established in 1969 as a Limited Liability Partnership registered with the State of California Department of Consumer Affairs.

Personnel Resources

Partners/Principals	7
Managers	8
Supervisors	6
Senior Auditors	15
Staff Auditors	20
Professionals	56
Administrators	4
Total	60

National Resources

Vasquez is an integral part of the RSM US Alliance, a premier affiliation of independent accounting and consulting firms in the United States, with more than 75 members in over 38 states, the Cayman Islands, and Puerto Rico. This affiliation gives us access to a full range of national and international capabilities. As a member of the RSM US Alliance, Vasquez has access to the resources and services RSM provides its clients. We accepted an invitation to become a member of the RSM US Alliance because it is a natural fit with our commitment to our clients and our determination to stay at the forefront of developments affecting accounting and consulting firms today.

RSM US Alliance provides its members with access to resources of RSM US LLP (formerly known as RSM US LLP), the leading provider of audit, tax and consulting services focused on the middle market, with more than 8,000 people in 80 offices nationwide. RSM US LLP (RSM) is a licensed CPA firm and the U.S. member of RSM International, a global network of independent audit, tax and consulting firms with more than 37,500 people over 110 countries. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their acts and omissions, and each is separate and independent from RSM.

Government Practice Group

Vasquez is comprised primarily of personnel who left the prestigious "Big Four" international accounting firms to focus on their chosen industry – primarily government and nonprofit – and work with greater autonomy in a progressive, nimble, and client-centric environment. The Vasquez leadership consists of seven (7) partners, each of whom previously worked with one or more of the Big Four – KPMG, PwC, EY, and Deloitte. This experience ensures a firm emphasis on quality, innovation, performance standards, opportunity, discipline, and professional growth.

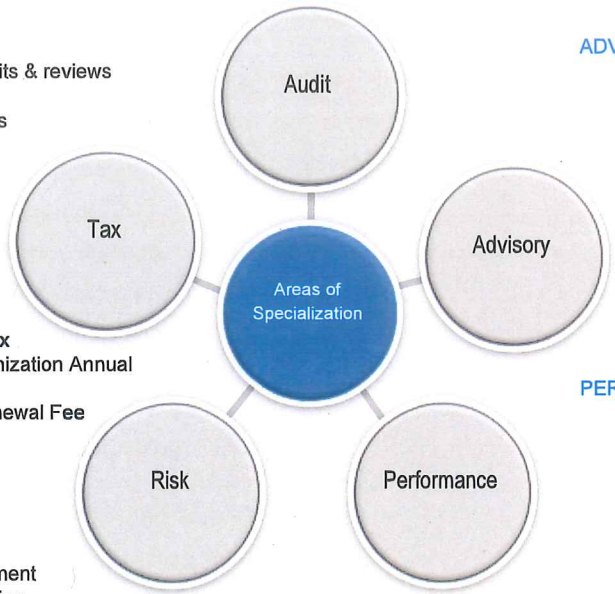
Since its inception, Vasquez has been primarily focused on serving governmental entities. The government-industry easily comprises the largest portion of all industries we serve today.

Office Locations

Vasquez will staff the City with two partners, one manager, one senior, and one staff auditor. We will serve the City from our headquarters based in Glendale:

Headquarters	Sacramento	San Diego	Manila
655 N. Central Avenue	1215 K Street	333 H Street	6750 Ayala Avenue
Suite 1550	17th Floor	Suite 5000	Level 17, Office Tower
Glendale, CA 91203	Sacramento, CA 95814	Chula Vista, CA 91910	Makati City, 1226
t) 213-873-1700	t) 916-503-3269	t) 858-263-2760	Philippines
f) 213-873-1777	f) 916-503-2401	f) 619-551-7001	

Range of Services



AUDIT
- Financial statement audits & reviews
- Reporting
- Agreed-upon procedures
- Forecasts & projections
- Benefit plans

TAX
- IRS Represenation
- Return of Organization Exempt from Income Tax
- California Exempt Organization Annual Information Return
- Annual Registration Renewal Fee Report

RISK
- Corporate governance
- Enterprise risk management
- Sarbanes-Oxley consulting
- Regulatory compliance
- T risk
- Security & privacy
- Fraud

ADVISORY
- Internal control reviews
- Strategic planning
- Organizational analysis
- Internal audit
- Political accounting & compliance
- Outsourced accounting

PERFORMANCE
- Business intelligence / Corporate performance management
- Performance improvement & implementation
- Performance audit
- Expense reduction analysis

List of Municipal Clients

Vasquez performs numerous financial and compliance audits of governmental organizations. These audits include risk assessments performed pursuant to a structured approach based on the standards outlined in the COSO Principles.

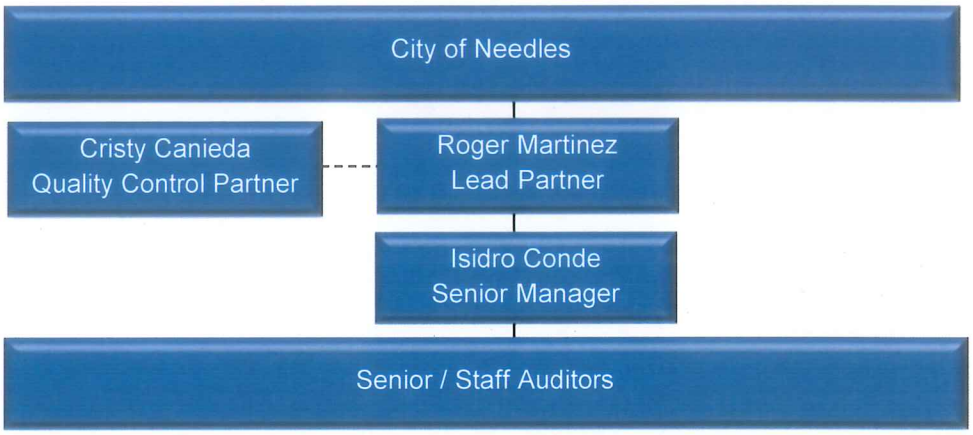
Our audits are performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, OMB Uniform Guidance, and the Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts (when applicable).

Currently, Vasquez performs compliance audits of over 40 cities and jurisdictions.

Clients
City of Agoura Hills
City of Azusa
City of Baldwin Park
City of Bell
City of Bell Gardens
City of Beverly Hills
City of Calabasas
City of Carson
City of Commerce
City of Compton
City of Cudahy
City of Culver City
City of El Monte
City of Gardena
City of Hawthorne
City of Hidden Hills
City of Huntington Park
City of Industry
City of Inglewood
City of Irwindale
City of La Puente
City of Lawndale
City of Long Beach
City of Lynwood
City of Malibu
City of Maywood
City of Montebello
City of Monterey Park
City of Moreno Valley
City of Norwalk
City of Pico Rivera
City of Pomona
City of Rosemead
City of San Bernardino
City of San Fernando
City of San Juan Capistrano
City of Santa Fe Springs
City of Santa Monica

Clients
City of Simi Valley
City of South El Monte
City of South Gate
City of Temple City
City of Vernon
City of Walnut
City of West Hollywood
City of Westlake Village
Alameda Corridor-East Construction Authority
Alameda Corridor Transportation Authority
Antelope Valley Transit Authority
Big Bear Municipal Water District
California Watereuse Finance Authority
Central Basin Municipal Water District
Encina Wastewater Authority
Hidden Valley Municipal Water District
Los Angeles County Metropolitan Transportation Authority
Los Angeles Community College District
Los Angeles Unified School District
Los Angeles Regional Adult Education Consortium
Metropolitan Water District of Southern California
Municipal Water District of Orange County
Needles Public Utility Authority
Plumas County Transportation Commission
Port of Long Beach
San Gabriel Basin Water Quality Authority
San Gabriel Valley Council of Governments
San Joaquin Regional Transit District
Southern California Association of Governments
Southern California Regional Rail Authority
SunLine Transit Agency
Upper San Gabriel Valley Municipal Water District
Valley County Water District
Walnut Valley Water District
Water Replenishment District of Southern California

Partner, Supervisory and Staff Qualifications and Experience



Team Member	Role
Roger A. Martinez, CPA Lead Partner	Roger Martinez, Vasquez Audit Practice Leader, will be responsible for planning and directing our services to the City. He will develop our audit strategy, provide on-site direction to our team, work closely with the City management, and will be available throughout the year to ensure proactive issue identification and service delivery.
Cristy Canieda, CPA, CGMA Quality Control Partner	Cristy Canieda, Vasquez Government Practice Leader, will have the responsibility of technical reviewer for the engagement. Cristy will be the primary professional standards reviewer of reports issued and will work closely with the Engagement Lead Partner in reviewing and evaluating the audit fieldwork and reports.
Isidro Conde, CPA Senior Manager	Isidro (Cid) Conde, Vasquez Senior Manager, will work closely with the Lead Partner in planning, coordinating, supervising the engagement. He will manage the day-to-day activities, and task accomplishments monitor progress, and ensure schedule compliance. He will ensure on-going timely communication among all levels of the engagement team and spend significant time-on-site, ensuring the smooth operation of the audit process.

ROGER A. MARTINEZ, CPA

Partner, Audit Practice Leader
Vasquez & Company LLP
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: 213-873-1703
Email: ram@vasquezcpa.com

Areas of Expertise

Roger's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews, Single Audits performed in accordance with Office of Management and Budget "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200*" (the Uniform Guidance), program specific audits, financial statement reviews, forecasts and projections to large complex governmental or regulated entities in California. His expertise also includes serving as a quality technical reviewer of governments at a national level and acting as an instructor on accounting, auditing and reporting issues to the public sector throughout the United States.

Representation of Experience

- City of Long Beach
- City of Vernon
- City of Adelanto
- City of Cudahy
- City of El Monte
- City of Huntington Park
- City of Norwalk
- Township of Addison
- Village of Hillside
- Village of Merrionette Park
- Village of Posen
- Village of River Grove
- Alameda Corridor – East Construction Authority
- Alameda Corridor Transportation Authority
- California State University System
- California State Teachers' Retirement System
- Los Angeles County Employees Retirement Association
- Los Angeles County Metropolitan Transportation Authority
- Los Angeles World Airports
- Los Angeles Community College District
- Metropolitan Water District of Southern California
- Port of Los Angeles
- San Joaquin Transit Agency
- SunLine Transit Agency

Professional Background and Affiliations

Roger is a member of the American Institute of Certified Public Accountants, California Society of Certified Public Accountants, Los Angeles Chamber of Commerce, and the Association of Latino Professionals in Finance and Accounting. He has held many board memberships with private companies and nonprofit organizations. He is currently on the Advisory Board for the Salvation Army, and Los Angeles County Medical Association.

CRISTY A. CANIEDA, CPA, CGMA

Partner
Vasquez & Company LLP
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: 213-873-1720
Email: ccanieda@vasquezcpa.com

Areas of Expertise

Cristy's areas of expertise include overseeing all aspects of financial and compliance audits including internal control reviews and Single Audits performed in accordance with Office of Management and Budget Federal regulations entitled "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200*" (the Uniform Guidance), program specific audits, financial statement reviews, forecasts and projections to government agencies; preparation of comprehensive annual financial reports, State Controller's reports.

Prior Experience

- City of Baldwin Park
- City of Carson
- City of Cudahy
- City of El Monte
- City of Hawthorne
- City of Huntington Park
- City of La Puente
- City of Lynwood
- City of Montebello
- City of Moreno Valley
- City of San Juan Capistrano
- City of Simi Valley
- City of Norwalk
- City of Pico Rivera
- City of Temple City
- City of Vernon
- Alameda Corridor East Construction Authority
- Alameda Corridor Transportation Authority
- Coachella Valley Association of Governments
- Los Angeles County Metropolitan Transportation Authority
- Orange County Transportation Authority
- San Gabriel Valley Council of Governments
- San Joaquin Regional Transit District
- Southern California Association of Governments
- SunLine Transit Agency
- Water Replenishment District of Southern California
- WateReuse Finance Authority
- Central Basin Municipal Water District
- Vernon Light & Power
- La Puente Valley County Water District
- Orange County Water District
- Coachella Valley Association of Governments

Professional Background and Affiliations

Cristy's professional background includes Diehl, Evans & Company and Audit Manager and Manager, Tech. Standards and Continuing Education with PricewaterhouseCoopers. She is a Certified Public Accountant licensed to practice in the State of California.

Educational Background

Cristy received her Bachelor of Science in Accountancy and Associate in Government Auditing from Enverga University and her Master's in Business Administration from Ateneo Graduate School of Business. She remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. She maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

ISIDRO CONDE, CPA

Senior Manager
Vasquez & Company LLP
655 N. Central Avenue, Suite 1550
Glendale, CA 91203
Tel: 213-873-1700 x 221
Email: cconde@vasquezcpa.com

Areas of Expertise

Cid's practice is in managing all aspects of financial and compliance audits including internal control reviews, Single Audits performed in accordance with Office of Management and Budget Federal "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200*" (the Uniform Guidance), program specific audits, financial statement reviews, forecasts and projections to government agencies; preparation of comprehensive annual financial reports and State Controller's reports.

Representation of Experience

- City of Baldwin Park
- City of El Monte
- City of Huntington Park
- City of La Puente
- City of Montebello
- City of Norwalk
- City of Temple City
- City of Vernon
- City of Los Angeles Transit
- Metropolitan Transportation Authority
- Needles Public Utility Authority
- San Gabriel Valley Council of Governments
- SunLine Transit Agency
- Upper San Gabriel Metro Water District

Professional Background and Affiliations

Cid's professional background includes EY, where his practice was focused on audit engagement planning, budgeting and preparing audit programs, draft financial statements, tax returns, and management reports. Cid is a Certified Public Accountant licensed to practice in the State of California.

Educational Background

Cid received his Bachelors of Science in Commerce, major in Accounting, from the University of San Carlos. He remains current on accounting matters by attending conferences and continuing education courses which are heavily focused on subjects applicable to governmental accounting and financial reporting, as well as federal and state regulatory matters and auditing requirements. He maintains compliance with the continuing education requirements of the AICPA and the California Board of Accountancy.

Similar Engagements with Other Governmental Entities

Businesses have an incentive to underreport sales as doing so may reduce their tax liability; therefore, it is important to have mechanisms to identify and discourage intentional underreporting. To ensure the collection of proper tax revenue, the IRS established penalties to encourage compliance. The IRS stated that penalties encourage voluntary compliance by demonstrating the fairness of the tax system to compliant taxpayers and by increasing the cost of non-compliance.

The cash-intensive nature of cannabis businesses may increase the risk of underreporting sales and, in turn, underpayment of taxes. Additionally, various studies performed by the IRS and the General Accounting Office, a government agency that investigates how the federal government spends taxpayer dollars, indicate that there is an increase in underreporting of income for taxpayers with the ability to self-report income.

Our approach is tailored to meet all technical requirements while maintaining professional skepticism without forgetting that we provide a service. We are able to achieve this by partner involvement in all phases of the examination and assigning experienced governmental auditors to the engagement. Partner involvement will result in decisions being made on a timely basis, and experienced auditors will minimize disruption to City and Cannabis Businesses (Entity) staff.

Client/Contact/Address	Nature of Engagement
The Community Redevelopment Agency for the City of Los Angeles Gordon Seaberg Director of Audit and Compliance 354 South Spring Street, Suite 500 Los Angeles, CA 90013 (213) 977-1600	Residual receipts reviews of the following entities: 1. Forest City Southpark Two, Inc. 2. Citicorp Plaza Parking Garage 3. The Market at 9th & Flower 4. Broadway Spring Center 5. Main Street Garage 6. Centre Street Lofts, LLC 7. Cinerama Dome Parking Facility
City of Los Angeles, Dept. of Recreation and Parks Desiree Guzzetta Management Analyst II 221 North Figueroa Street, 2nd Floor Los Angeles, CA 90012 (213) 202-3291	Sales and Revenue examination to evaluate the accuracy of the rental payments made under its concession agreement: 1. Greek Theater (Nederlander-Greek, Inc.) Evaluate the compliance with the Municipal Recreation Program Manual and applicable Cash Handling procedures such that all collections were properly accounted for and deposited timely into the City's account for the following facilities: 1. El Sereno Recreation Center 2. Highland Park Recreation Center 3. Ramona Hall Community Center 4. Yosemite Park Recreation Center

Client/Contact/Address	Nature of Engagement
City of Los Angeles, Dept. of Public Works, Bureau of Sanitation Joan Huang, EEA III 1149 S. Broadway, 10th Floor Los Angeles, CA 90015 (213) 485-3761	Audit of waste haulers compliance with AB 939 Compliance Fee Program, including accounting records in relation to its compliance with the ordinance and gross receipts reported for the following entities: 1. American Waste Industries, Inc. 2. Arakelian Enterprises, Inc. 3. Budget Disposal Service 4. California Waste Services, LLC 5. Commercial Waste Services, Inc. 6. Consolidated Disposal Service, LLC 7. Crown Disposal Co., Inc. 8. Foothill Waste Reclamation, Inc. 9. Local Rubbish Company, Inc. 10. Looney Bins, Inc. 11. Norcal Waste Services, Inc. 12. Si-Nor, Inc. 13. Southern California Disposal Co., inc. 14. USA Waste of California, Inc.

Approach

Based on our experience with similar engagements, we propose to perform the examination of gross receipts utilizing agreed-upon procedures (AUPs), in accordance with attestation standards established by the American Institute of Certified Public Accountants.

These professional services, outlined below, will conclude with a report that highlights the results of our examination of financial records, bank deposits, tax returns, and sales receipts.

Compliance Audit Approach: Agreed-upon Procedures

We know from our prior experience with other similar entities, coupled with our approach to the engagement, will result in a timely, efficient, and cost-effective examination. Our engagement will be conducted with a minimum of disruption to the Entity's ongoing day-to-day operations.

Our general approach for local government and its contractors is a business approach. This means we spend more time understanding the overall nature of the Entity. We strongly emphasize early planning, communication, and coordination of our efforts with the Entity's personnel, which results in the efficiency and timeliness of our procedures. Our approach stresses the early resolution of audit, accounting, and reporting-related issues.

Phase I - Planning

- Client entrance conference
- Review of BOE-401-A, State and local Sales and Use Tax Returns
- Recently filed Form 1220. U.S. Corporation Income Tax Return, prior audit reports, and findings, if any.
- Review of sales reports provided to the City by the Entity.
- Review Corporate books and records
- Patient records
- Product purchased records, including parties involved
- Payroll records
- Entrance conference with the Entity to form an understanding of business and flow of transactions.
- Review Entity's control procedures and policies over the revenue cycle.
- Design the agreed-upon procedures.
- Prepare a list of documents to request from the Entity.

Phase II – Control and Substantive Testing

- Perform agreed-upon procedures such as the following:
  - Compare sales reports submitted to the City with Entity's books, tax returns, and bank statements.
  - Test bank deposits in relation to cash receipts journals and other records of sales, attendance, fees, or other applicable transaction data.
  - Perform comparative analysis with prior years and industry averages, if available.

Phase III - Completion

- Discuss findings and obtain the Entity's feedback.
- Draft report.
- Conduct an exit conference with the City.
- Issue report.

Fee Proposal

Our fees for the services outlined in this proposal are based on our estimates of the time needed to complete the project at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your engagement. The fees are based on the assumption that unexpected circumstances will not be encountered during the audit, along with the following:

Engagement Assumptions: The proposed fees assume the following:

1. Staff available to answer questions within the agreed timeframe.
2. Audit fieldwork procedures conducted at a centralized location.
3. No instances of fraud that will require additional procedures.
4. Staff to prepare all financial statements/schedules.
5. All information requested provided within the agreed timeframe.
6. The information provided is complete and correct for the year being audited.
7. Other unforeseen events such as:
   a. Accounting problems.
   b. Changes in the Entity's business and business environment.
   c. Contractual difficulties with suppliers, third-party service providers, or clients.

We anticipate the cost for the audit of gross receipts to be as quoted below:

City of Redondo Beach		Fee Rage
Agreed-upon procedures for gross receipts tax field audit services	$	5,200 to $5,800 per entity

November 19, 2019

City of Needles

Attention: Dale Jones, City Clerk

817 3rd Street

Needles, CA 92363

Re: Marijuana Audits

Subject: Proposal to Provide Auditing Services of Commercial Cannabis Businesses in Needles, CA

GreenGrowth CPAs

Derek Davis

2408 S Broadway

Los Angeles, CA 90007

Mobile: (310) 962-9178

GREEN GROWTH CPA

November 19, 2019

City of Needles
Attn: Dale Jones
817 Third St
Needles, CA 92363

RE: Marijuana Tax Audits

Subject: Proposal to Provide Auditing Services of Commercial Cannabis Businesses in Needles, CA

Dear Mr. Jones,

GreenGrowth CPAs is pleased to present to you our proposal to provide professional auditing services of commercial cannabis businesses in the City of Needles. The City's auditing needs, specifically for existing cannabis business operators, is of paramount importance and requires specific skill sets and experience in order to determine whether operators are reporting accurately or fraudulently. Given the highly regulated and lucrative nature of the industry, we believe that our extensive experience with cannabis businesses and auditing are best suited to providing these services.

We are a boutique CPA firm that provides accounting and auditing services to over 300 cannabis businesses all over the country. Our team has come out of Big Four firms and has taken its training, industry knowledge, and experience to the cannabis industry in order to provide the financial services and direction it so desperately needs. We are well versed with typical operating costs of running such businesses and other business operations related to the unique financial situation of cannabis businesses. We have the necessary knowledge, experience, and expertise on cannabis industry regulations, licensing procedures, accounting and auditing requirements, as well as a comprehensive understanding of the issues that the industry and its operators face that heavily influence how cannabis businesses should be audited for finances and regulatory compliance. To date, we've helped the federal government collect more than $12 million in tax revenues by making sure our Clients are compliant and paying their applicable taxes.

We are submitting a proposal for auditing services for cannabis business operators in the City, that includes five (5) audits. The audits will validate or refute the accuracy of the bookkeeping, operational costs, and payment of required taxes and contribution to the City's General Fund. Audits will be performed at various times throughout the year for each cannabis business. The contract will be for two (2) years commencing the date of agreement, upon approval by the City Council.

GREEN GROWTH CPA

GreenGrowth CPAs is committed to devoting the necessary resources to complete the work described in this proposal. Armed with our extensive experience in providing financial and consulting services to cannabis business operators, a deep understanding of the nature of the industry and its emerging issues that directly affect the operators, and our ability to work with clients and their staff to implement complex accounting and reporting pronouncements, we are certain we will meet and exceed the City's requirements. We are confident that as you plan for your future needs, you will be convinced that GreenGrowth CPAs is your best choice. We appreciate the opportunity to present our proposal to serve the City. If you have any questions, or if we can be of assistance to you in any way during your proposal or selection process, please do not hesitate to contact us at:

Marko Glisic and Derek Davis
GreenGrowth CPAs
2408 S Broadway
Los Angeles, CA 90007

Derek Davis
Mobile: (310) 962-9178

Marko Glisic, Partner, CPA

Derek Davis, Founder, CPA

GREEN GROWTH CPA

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Derek Davis, CPA, Partner 6

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APPENDIX A **21**

GREEN GROWTH CPA

OVERVIEW

GreenGrowth CPAs is a boutique CPA firm that provides accounting and auditing services to over 300 cannabis businesses all over the country. Our team is well versed with typical operating costs of running such businesses, their complexities and nuances involved in tax compliance with regards to cannabis businesses.

QUALIFICATIONS AND EXPERIENCE

Marko Glisic, CPA, Partner

GreenGrowth CPAs, Partner

- Prepared pro-forma financial statements projecting profit and loss and cash flows for dozens of cannabis companies consisting of cultivation, manufacturing/extraction, and dispensary/delivery operations. This experience provided an insight into the key metrics driving cannabis businesses' operations and financials – square footage of canopy, average customer spend per transaction etc. – and thus the ability to analytically assess financials of cannabis businesses.

- Performed dozens of audit and due diligence engagements of cannabis operators ranging from dispensaries with a couple of million of revenues to $20 million vertically integrated operators that have cultivation, manufacturing, and distribution operations. This experience provided an insight into the operations and challenges cannabis operators face. Some of the recurring observations in these projects are that significant number of cannabis operators have discrepancies in cash, which in some cases range up to $200,000.

- Prepared financial statements (profit and loss statement and balance sheet) and sales tax returns on a monthly basis for 18 cannabis operations consisting of cultivation, manufacturing/extraction, and dispensary/delivery operations. This experience provided insight into the processes that are necessary to generate accurate and complete financials,

and also where the majority of cannabis operators fail. Some of the recurring observations in these projects are that cannabis operators tend to incorrectly remove excise tax from revenues to calculate sales tax, or incorrectly apply the definition of gross receipts for local returns.

Webjoint, Outsourced CFO

- Outsource accounting/finance services for a Series A SaaS (software as a service) startup that provides point of sale software to cannabis dispensaries and deliveries.

- Assisted the Webjoint team in developing the software that is compliant with the regulations and sales and local tax frameworks.

Deloitte & Touch LLP, Audit Senior Manager

- Top rated manager in Consumer Products & Agricultural Industry – consistently rated a 1 and 2 on a 1 (highest) to 5 (lowest) scale.

- Audited financials and analyzed cash flows for various clients in retail, manufacturing, and agriculture industries, ranging in revenues from $40 million to over $4 billion.

- Lead audit manager on a large international agricultural public entity:

    a) Managed a budget of over 12,000 hours;
    b) Led a team of 10 auditors and oversaw the work of 8 international divisional teams consisting of 10 auditors each;
    c) Executed and oversaw all phases of the audit process including planning, substantive testing, financial analysis and reporting, review and analysis of internal control over financial reporting and presentation of audit findings to management; and
    d) Led the team to audit $1.2 billion going-private transaction.

- Client portfolio consisted of 4 large clients per year on average, with project timing occasionally overlapping.

- Worked as an audit manager on an initial public offering (IPO) of a $ 4 billion agricultural company.

- Worked as an audit manager on multiple debt offerings amounting to over $300 million on agricultural company.

Education:

GREEN GROWTH CPA

B.A. Business Economics with an Emphasis in Accounting, University of California, Los Angeles

Derek Davis, CPA, Partner

Green Growth CPAs, Founder, CPA

- Certified Public Accountant – Licensed in California since 2012.
- Managed Tax returns for over 300 Clients spread throughout CA, CO, WA, OR, MI, FL, OH, AZ, DC, which provided insight into the tax framework cannabis operators are subject to.
- Testified on Capitol Hill regarding tax policy reform in November 2015.
- Cited in Numerous Tax Policy and Tax Form.
- Involved in Cannabis Taxes since 2010.

Deloitte and PwC, Transfer Processing Consultant

- Half a decade of Corporate Taxation at Deloitte Tax and PricewaterhouseCoopers LLP (PwC).
- Prepared economic models to benchmark financial results of related and unrelated companies operating in comparable industries and geographic market.
- Constructed bond default rate mappings and comparative models to determine default rating for companies in the Engineering and Manufacturing industries.
- Assess client business risks through extensive industry, economic, financial, and market research.
- Manage and coach junior staff on economic analyses and financial modeling.

- Developed and maintained financial models using client actual and projected financial data to assess the validity of client pricing policies.

- Analyzed the pricing policies of major multinational clients in entertainment, consumer goods, services, information technology, media, e-commerce, multi-level marketing and financial services industry.

- Initiated and founded the Deloitte Tax Public Speaking Society.

Education:

Bachelor of Science: Business Administration, Concentration: Accounting, California Polytechnic State University

REFERENCES

1. **Project:** San Francisco Mission Organic Due Diligence Engagement

   Project Description: Engaged by the Court to perform a due diligence on a dispensary due to a dispute between owners

   Contact: Gerard F. Keena, Bay Area Receivership Group
   gkeena@bayarearg.com
   (510) 945-0158
   2001 Milvia Street
   Berkeley, CA 94704

2. **Projects:** Dole Food Company Inc., Robbins Brother Jewelry, Semtech Inc., Transonic Combustion Inc., Quest Nutrition LLC

   Project Description: Managed PCAOB and AICPA audits in Deloitte's retail, manufacturing, and agricultural clients ranging from startups-to multi billion dollar companies. Due to the size and nature of the clients, we are providing the Deloitte Partner who directly worked with Marko Glisic on the projects as a reference.

   Contact: Trent Brown, Partner, Deloitte & Touche LLP
   trbrown@deloitte.com
   (818) 388-3114
   555 W 5th Street # 2700
   Los Angeles, CA 90013

3. **Projects:** Acme Holdings, Inc., Agile Retailers Inc., Alternative Health

Collective Association, Inc., Greenland Enterprises, M & A Global Systems, Inc.

Project Description: Tax returns for cannabis business entities and monthly accounting services for three (3) out of six (6) those entities.

Contact: Anna Blazevich, Cannabis Business Owner
anna@ablazedesignz.com
(310) 634-2542
621 W. Rosecrans Avenue,
Gardena, CA 90248

INSURANCE

In compliance with professional accounting standards and the requirements for this proposal, we are attaching copies of the following insurance that can be found in appendix A:

1. Professional Liability Insurance + Errors and Omissions Insurance
2. Worker's Compensation Insurance

SCOPE AND AUDIT APPROACH

General Audit Approach:

Our philosophy for a successful engagement is based on planning, organization, communication, and coordination between us, the CPA firm, and the cannabis operator. In addition, we will meet with the appropriate city personnel on a regular basis to report on the progress of our audit and on our preliminary audit findings.

The Green Growth CPAs audit approach is tailored to meet the specific needs of each project. We will leverage off our experience base of over 300 cannabis clients and build upon our deep understanding of the cannabis operators. As conditions change, we will continue to develop our understanding of critical audit areas through comprehensive audit planning and risk assessment. Our audit approach entails an analysis of audit risks leading to a focus of audit effort.

Broadly, the following phases outline our audit approach:

Agree terms of engagement - We first agree with the City on the objectives of the engagement and the nature and timing of our reports. In addition, the objectives are communicated to a cannabis operator.

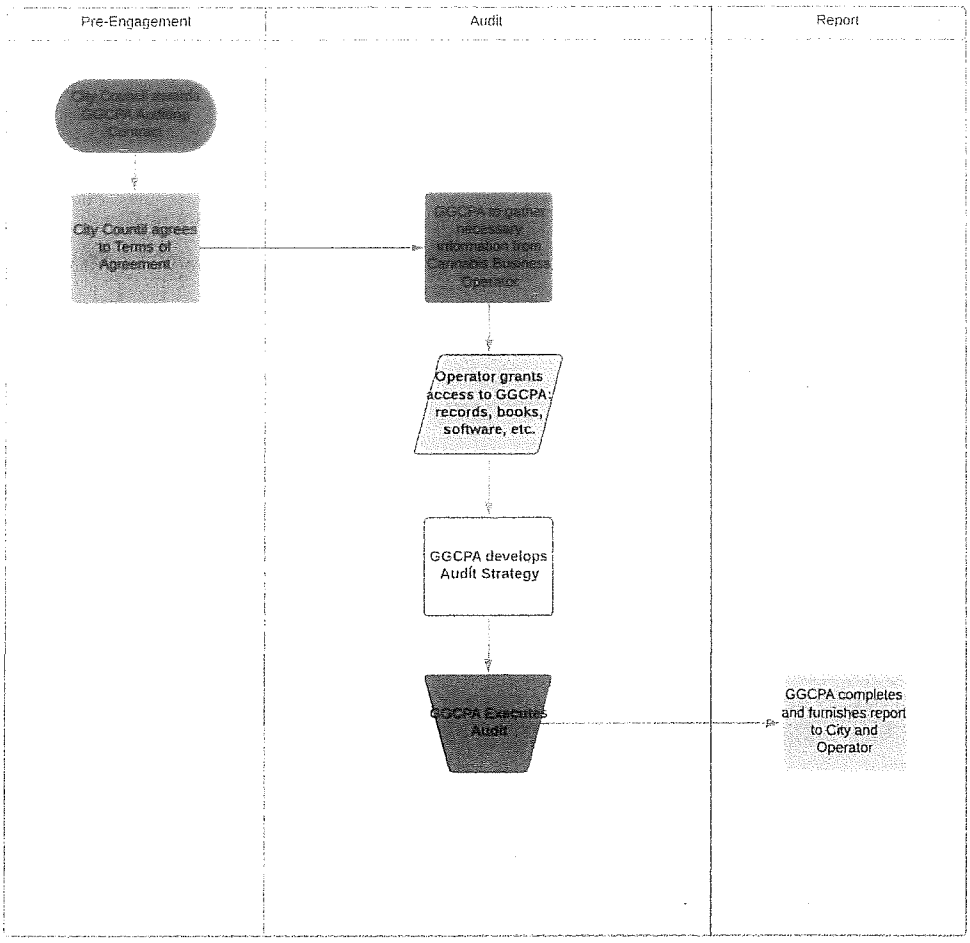
Gather information -We develop an understanding of the cannabis operator's business, information system and organization, and the ways in which management exercises control.

Develop audit strategy - Based on our knowledge, we then move to a detailed assessment of the

risks potentially affecting the financial statements and bookkeeping process. A client-specific audit strategy is then developed, focusing our audit efforts on financial statement areas where there are significant risks of material misstatement, whether due to fraud or error. We select those procedures which will provide us with the necessary evidence with optimum timing and efficiency. Our sampling and analytical procedures are outlined in more detail below.

Execute the audit - We then perform the selected audit procedures, ensuring that they are carried out by staff who have a level of experience and knowledge relevant to the planned procedures. The results are evaluated to determine whether we have sufficient appropriate audit evidence or whether additional procedures need to be performed.

Report - We report on other matters covered by the terms of our engagement. Throughout the audit process we gain knowledge which, combined with our general experience and expertise, provides us with a unique insight into the cannabis operators' operations and with opportunities for identifying improvements, not only with respect to accounting and information systems but also regarding broader, and often more significant areas such as organizational structure and financial planning and compliance. Insight is often a source of valuable business advice to cannabis operators. *(See chart below.)*



Our audit approach is based on our experience working with cannabis entities over many years. The key element in performing a successful audit of a cannabis entity is to have knowledgeable professionals that know the cannabis industry and environment.

Our approach emphasizes comprehensive and timely audit planning. In order to perform the audit timely and meet or exceed your deadlines, we will work closely with your staff and cannabis operators while planning the engagement. Some of the techniques used:

(1) Place timely requests of documents to a cannabis operator;

(2) Establishing a Dropbox server where the documents can be securely and quickly uploaded;

(3) Leverage deep knowledge of systems cannabis operators use (Meadows, Webjoint, Treez, MJ Freeway, Quickbooks, Xero etc.) and provide clear instructions outlining how the operator can give us access and provide necessary reports and support documentation; and

(4) Regular meetings with the cannabis operator management and city personnel.

Sampling Approach

Audit sampling is the application of an audit procedure to less than 100% of the items within an account balance or class of transactions for the purpose of evaluating the value of the balance or class. Substantive test sampling provides a technique for estimating the extent of monetary misstatement in a class of transactions or balances. Sampling can be very useful in performing substantive tests on, for example, sales, purchases, or accounts receivable.

Our audit approach encourages the use of statistical sampling whenever practical especially for substantive tests. In summary our sampling procedures include the following:

1. Define the Objective
2. Define the Population and the Sampling Unit
3. Define Tolerable Misstatement
4. Remove Items for 100% Examination
5. Specify the Desired Level of Sampling Assurance and the Acceptable Risk of Over auditing
6. Estimate the Expected (Anticipated) Misstatement
7. Select the Sampling Technique (e.g., non-statistical, PPS, SRS)
8. Determine the Sample Size
9. Select the Sample
10. Examine the Sample Items and Evaluate the Sample Results

Analytical Procedures

AICPA defines analytical procedures as:

"Evaluations of financial information through analysis of plausible relationships among both financial and nonfinancial data. Analytical procedures also encompass such investigation, as is necessary, of identified fluctuations or relationships that are inconsistent with other relevant information or that differ from expected values by a significant amount."

Our audit approach strongly encourages substantive analytical procedures as it results in high levels of assurance and efficiency. Through our deep understanding of key metrics driving cannabis businesses, developed from working with over 300 cannabis operators, and access to reputable industry reports, we are able to develop substantive analytical procedures for revenues and other classes of transaction and account balances. Some of the key metrics we tend to leverage are:

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Key Metrics for Vertical Specific Activity

Retail Dispensary	Cultivation	Manufacturing
Average spend per transaction	Growing methodology (indoor with GAVITA lights, indoor with LED lights, greenhouse, outdoor)	Process extraction yields
Concentration of dispensaries in an area relative to population size	Square footage of canopy	Equipment capacity/type to audit revenues for a processor
Frequency of customer purchase	Yield per square foot to audit revenue	Wholesale mark up
Retail mark ups	Cost per pound	Cost per unit
expense contribution	Cost of good sold	Expense contribution
Headcount to audit gross margin	Headcount to audit gross margin	Headcount to audit gross margin

Technology:

We view technology as a foundation for deploying and executing our audits. Technology is what allows us to execute audits with the highest levels of assurance and efficiency.

Our years of experience, we have provided us with deep insight into cannabis software operators use:

(1) Webjoint
(2) Meadows
(3) Treez
(4) Greenbits
(5) MJ Freeway
(6) BioTrack
(7) Metrc

In addition, we leverage the following software:

(1) Asana – for efficient project management and communication
(2) Dropbox – for secure and safe storage of operator documents
(3) Zoom – for screen-sharing and remote deployment of some resources
(4) Arbutus and ACL – for audit software

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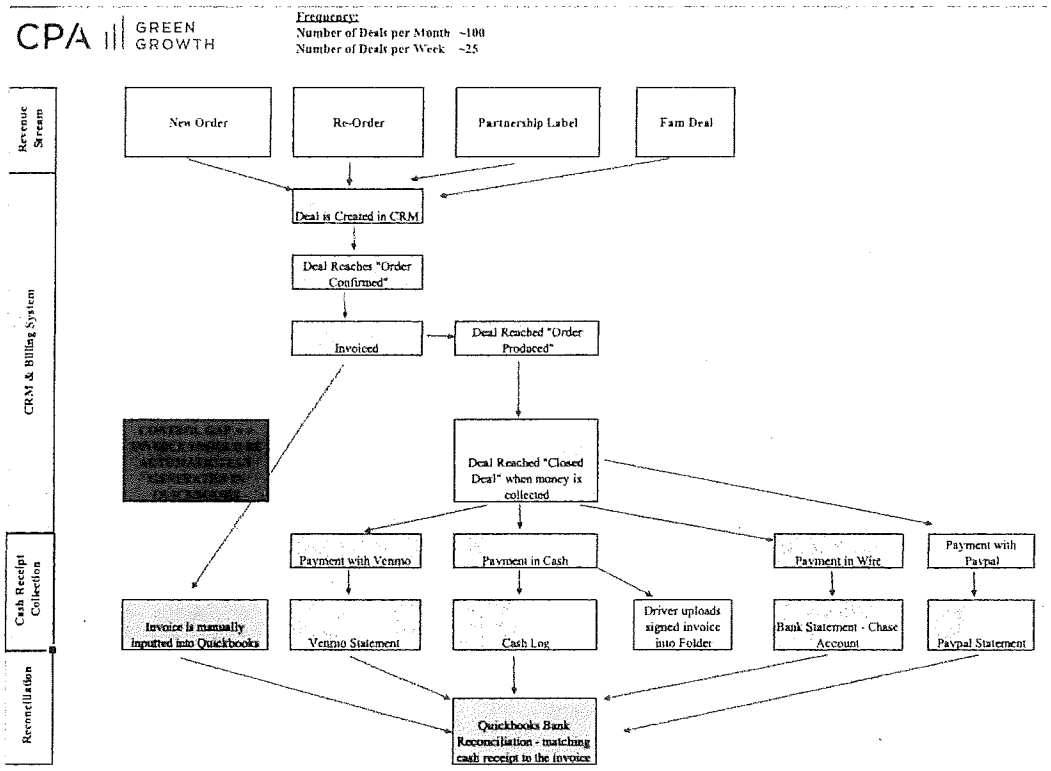
Single Audit Approach:

Audit procedures would be as follows:

(1) Walkthrough the sales operational and accounting processes and flow chart them to identify control gaps and additional risks of material misstatement and fraud (see a sample flowchart below.)



(2) Review CDTFA sales tax return and/or cannabis tax return and reconcile them to the sales per general ledger (See sample reconciliation below.)

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		Q2
Sales Tax Return	$	310,341
Sales per General Ledger	$	310,341
Difference	$	-

Some of the issues we have discovered through our audit engagements in the past and working directly with cannabis operators is that excise taxes will be backed out of gross receipts to calculate sales tax. This results in a significant under-reporting of sales tax and diminishes the benefit sales tax program has given to the state and local programs. Please refer to the exposure analysis below:

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Sales Tax Exposure Analysis			
	Low	High	Ref
Average Revenues for a Dispensary	2,000,000	6,000,000	<A>
Revenues + Excise Tax of 15%	2,300,000	6,900,000	<B>
Sales Tax Rate	0.1	0.1	<C>
Sales Tax Collected - INCORRECT	200,000	600,000	<A> * <C>
Sales Tax Collected - CORRECT	230,000	690,000	<B> * <C>
Exposure for 1 Dispensary	**30,000**	**90,000**	
Exposure for 8 Dispensaries	**240,000**	**720,000**	
Exposure for 16 Dispensaries	**480,000**	**1,440,000**	

(3) Review local city return and reconcile it to the sales per general ledger.

The following lists some of the discrepancies we have observed in the past:

(a) Cannabis operators have failed to report the correct amount due for clerical reasons, i.e. sales per return do not reconcile to the ledger
(b) Cannabis operators incorrectly interpreting the definition of gross receipts or taxable receipts by including things such as cost of goods sold.

(c) Cannabis operators treating the local tax as a sales tax and passing it onto customers. This results in misrepresentation of local tax code, burden on local community, and under-reporting. Please refer to exposure analysis below.

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Local Tax Exposure Analysis			
	Low	High	Ref
Revenues	2,000,000	6,000,000	<A>
Local Tax Collected from Customer at 10%	200,000	600,000	<B> = <A> * 10%
Gross Receipts	2,200,000	6,600,000	<A> + <B>
Local Tax	0.1	0.1	<C>
REPORTED Local Tax - INCORRECT	200,000	600,000	<A> * <C>
Local Tax - CORRECT	220,000	660,000	<B> * <C>
Exposure for 1 Operator	**20,000**	**60,000**	
Exposure for 8 Operators	**160,000**	**480,000**	
Exposure for 16 Operators	**320,000**	**960,000**	

(4) Review Point of Sale System ("POS") or billing system data and reconcile it to sales per general ledger (See sample POS data reconciliation to Sales Ledger below.)

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	August	September	October	
Cash Receipts per Meadows	364,359.68	431,407.76	498,011.12	<A> - Meadows Data Detail
Cash per QBO and Cash Logs:				
Delivery	46,306.00	52,148.00	69,743.00	<B> - QBO & Cash Logs Screenshots
1 Drawer	101,791.00	133,930.00	168,428.00	<B> - QBO & Cash Logs Screenshots
2 Drawer	195,654.00	218,184.00	246,330.00	<B> - QBO & Cash Logs Screenshots
	343,751.00	404,262.00	484,501.00	
Difference	20,608.68	27,145.76	13,510.12	AUDIT FINDING

<A> Meadows Data Detail

ID	Date	Time	Status	Type	Medical	Tax Exempt	Patient Name	Member ID	Street	City	Postal Code	Line Items	Discounts Items	Subtotal	Credits
2793945875	09/01/18	43344.33851	fulfilled	in-store	No	No	N/A					Name: Cher Happy Hour		$25.00	$0.00
2797157683	09/01/18	43344.34513	fulfilled	in-store	No	No	N/A					Name: Cher Happy Hour		$70.00	$0.00
2190229704	09/01/18	43344.34601	fulfilled	in-store	No	No	N/A					Name: Pine Happy Hour		$18.00	$0.00
1039204306	09/01/18	43344.34639	fulfilled	in-store	No	No	N/A					Name: Mini Seniors 60+		$38.00	$0.00
3164478071	09/01/18	43344.35916	fulfilled	in-store	No	No	N/A					Name: Cher Veterans/M		$78.00	$0.00
2731025938	09/01/18	43344.35928	fulfilled	in-store	No	No	N/A					Name: "COI Happy Hour		$18.00	$0.00
3711899774	09/01/18	43344.36061	fulfilled	in-store	No	No	N/A					Name: Cher Happy Hour		$37.00	$0.00
2672630538	09/01/18	43344.3661	fulfilled	in-store	No	No	N/A					Name: Cher Happy Hour		$222.00	$0.00
1054535687	09/01/18	43344.36723	fulfilled	in-store	No	No	N/A					Name: Kryp Neighborho		$45.00	$0.00
3651694099	09/01/18	43344.36962	fulfilled	in-store	No	No	N/A					Name: Valle Happy Hour		$126.00	$0.00

We have deep knowledge of cannabis software, such as Meadows, Webjoint, Treez, MJ Freeway, which allows us to identify discrepancies in configuration or maintenance of the system (sales tax calculation is configured incorrectly, data being removed from the system etc.). Through this procedure, we identify under-reporting of gross receipts coming into business. We have had cases where discrepancies would amount to tens of thousands of dollars.

(5) Perform substantive analytical procedures over revenues (See sample below.)

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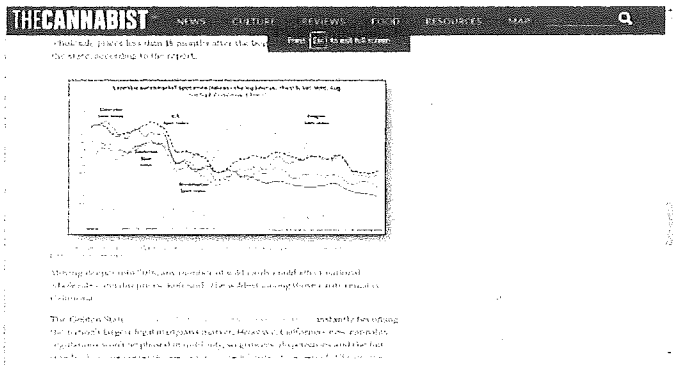
Cultivator Substantive Analytic			
Type of a Grow		Greenhouse	walked the grow
Square Footage of Canopy		5,000	walked the grow, floor plans
Yield per Square Foot		35	historical records, industry
Grams Yielded		175,000	Rx
Pounds Yielded		401	pounds
Number of Harvests		4	historical records, industry
Wholesale Price	$	1,200	dollars
Expected Revenues	$	1,926,606	Rx
Actual Revenues	$	1,300,000	per Quickbooks
Difference	$	**626,606**	Rx
Threshold	$	**57,798.17**	PPC Methodology
Within Threshold??		**NO**	AUDIT FINDING



Systems and physical records can be tempered with. This is where analytical procedures combined with deep industry knowledge assist us to discover any discrepancies in reported revenues.

(6) Review cash logs and general ledger for unusual entries and activity

Consistent with the above risks, we want to focus our procedures on unusual activity to discover any unusual entries that would result in under-reporting of sales, i.e. entries between sales and expenses (debit to sales and credit expense). This is accomplished through review of cash logs and general ledger for unusual entries or activity.

(7) Observe cash count and inspect cash log to general ledger reconciliation and bank reconciliation

One of the main challenges for the cannabis industry is banking, which results in cannabis operators conducting the majority of transactions in cash. According to *Annual Marijuana Business*

Factbook 2018, 72% of cannabis operators take only cash as a form of payment.

This fosters a perfect environment for misappropriation of cash and misreporting of revenues and gross receipts due to fraud or a lack of controls. Simply put, if books don't reconcile on a cash basis, a cannabis operator can easily mis-represent revenues and expenses.

Consequently, we view observation of cash count and cash reconciliations as an integral part of our audits.

We make use of comprehensive checklists that are geared towards specific task and procedures. These checklists ensure that all information and proper protocol is followed and kept when performing financial and compliance/regulatory audits.

Sample Cash Observation Checklist:

Organization: ABC Company Inc. DATE of Count: 12/31/2017 TIME of Count: 2:15 pm	Cash Count Audit Program Audit Checklist Performed by: Dominique Shakramy, Audit Staff Reviewed by: Marko Glisic, Engagement Partner

GENERAL INSTRUCTIONS:

- Don't take bags (i.e. backpacks, workbags, etc.) with you to the cash count and avoid wearing baggy clothing or clothing with many pockets as you want to avoid the risk of cash or inventory items ending up in your bags/belongings.
- Don't touch the cash at any point or any other inventory items you come across. The client will be the one responsible for handling all cash.
- Keep hands visible throughout the cash count. Avoid putting hands in your pockets.
- Bring pen, calculator and print this document to take notes of the process.

	PROCEDURE	STAFF	YES/No N/A	COMMENTS FOR "NO" ANSWERS
1.	Planning:			
	1.			
	a. Coordinate with appropriate client personnel (including Management) the following:			
	i. Date and timing of cash counts	DS	Yes	
	ii. Access levels and required escorts for on the floor, in Surveillance, etc., and confirm company's management will have enough personnel to meet all escort needs during the cash count for the various auditors.	DS	Yes	
	b. Inquire of cash count personnel whether there is cash located outside of the cash room. If so, ensure the cash located outside of the room is included within count procedures.	DS	Yes	
	c. Inspect the facility and ensure there are video cameras inside and outside the room where the safe/vault(s) is/are.	DS	Yes	

Through this procedure we have uncovered discrepancies between actual cash and the ledger ranging from $10,000 to $200,000, and as a result developed analytical procedures to estimate under-reported revenues based on the discrepancy.

We believe, based on experience working with over 300 cannabis operators, that the sum of the above procedures would yield the ***highest levels of assurance, revenue recovery, while being the most efficient***.

EMERGING CANNABIS ISSUES

Banking

One of the most pressing issues in the cannabis industry to date is banking. Since cannabis is still considered a Schedule I drug, and is illegal federally, financial institutions are very careful and reluctant to offer services to cannabis businesses. This has led to great difficulty for cannabis business operators in securing, investing, and keeping track of their profits. Furthermore, cannabis business and communities they operate in have been exposed to higher levels of violence and theft. As such, our firm recognizes that it is our fiduciary duty to our clients, to proactively rally behind this issue to determine and develop compliant and creative solutions to this problem.

Our firm has established, and continues to foster a strong working relationship with influential policy makers, such as Fiona Ma, California's State Treasurer, who has taken an open and supportive stance on this issue. One of such efforts has been the Banking event that our firm hosted with Fiona Ma as our keynote speaker on October 25, 2018.

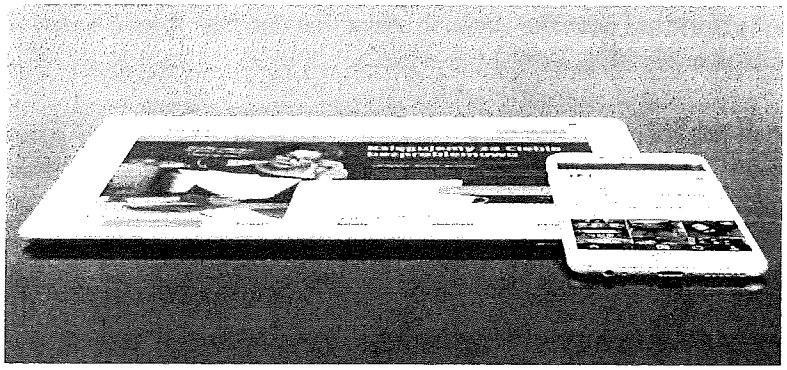
We have also developed relationships with other financial institutions that **legally** provide services to our cannabis operator clients. As such, we intend to bring our relationships to Needles Cannabis Business Operators, in order to improve their operations by providing banking options, compliant and effective procedures to ensure accurate book-keeping, and clear paper trails that allow for easier and comprehensive auditing.

Licensing and Regulations

Given the highly regulated nature of the cannabis industry, a constant issue is compliance. Our firm is well versed and equipped to handle the various complex regulatory frameworks, both from the operations aspect, as well as the financial aspect. We have provided financial and regulatory review and guidance services to hundreds of cannabis businesses across the country, who now operate within the expected operational and financial regulatory structures mandated by local and state authorities.

Our services cover all aspects of operational and financial/tax requirements such as tax planning, filing, recordkeeping, auditing, development and review of internal policies and operating procedures, as well as developing employee training modules that cover access and use of cannabis business software, and education on local and state laws and regulations.

Software



To date, there are almost a hundred various types of cannabis software solutions that cater to seed-to-sale tracking, point-of-sale systems, delivery, and operations management. The one thing these software solutions have in common is their ability to keep users compliant within the operational and financial regulatory frameworks dictated by state and federal government.

Our firm has worked with several of the leading software solutions to bring forth comprehensive and accurate software solutions for point-of-sale systems that tie in with record keeping, book keeping, and inventory controls. These software solutions serve various purposes integral to operating compliant cannabis businesses, particularly where it concerns:

- Seed-to-Sale Tracking
- Compliance with local, State and Federal Regulations
- Reporting and Accounting Processes

Our firm Partner, Marko Glisic, CPA, has been involved with software solution development and is also, currently the CFO for Webjoint, a cannabis retail software for dispensaries and delivery services. This experience has allowed our firm to offer regulatory guidance to cannabis business clients that sets their operations apart from other operators. Our firm recognizes the importance of choosing the best software solution to seamlessly integrate operations and compliance.

ESTIMATED BUDGET

GreenGrowth CPAs fee proposal is based on time, materials, and travel expenses associated with the execution of the services. It is based on the current scope of services and proposed procedures as outlined in "Single Audit Approach":

Audit Type	Revenue	Quote
Dispensary	$84,000.00	$10,000 - $11,500
Dispensary	$65,000.00	$8,000 - $9,000
Dispensary	$36,000.00	$4,500 - $5,000
Dispensary	$36,000.00	$4,500 - $5,000
Cultivation	$273,000.00	$10,000 - $13,500

APPENDIX A

Professional Liability Insurance + Errors and Omissions Insurance
Worker's Compensation Insurance

PROFESSIONAL LIABILITY INSURANCE

CERTIFICATE OF PROFESSIONAL LIABILITY INSURANCE	DATE: 11/19/2018
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY. CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY LISTED BELOW.	
NAMED INSURED: GreenGrowth CPAs PO Box 10343 Costa Mesa, CA 92627	CERTIFICATE HOLDER For Informational Purposes Only

IF THE DESCRIBED POLICY IS CANCELLED BEFORE ITS EXPIRATION DATE CPA MUTUAL INSURANCE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON CPA MUTUAL INSURANCE, ITS AGENTS OR REPRESENTATIVES COVERAGES

THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	RETROACTIVE DATE	LIMIT OF LIABILITY	
ACCOUNTANTS PROFESSIONAL LIABILITY INSURANCE LIABILITY CLAIMS MADE	APLP16218-02	11/1/2018	11/1/2019	11/1/2014	EACH CLAIM AGGREGATE	$1,000,000 $1,000,000
DEDUCTIBLE PER CLAIM	$10,000					

ENDORSEMENTS SHOWN UNDER ITEM 8 OF THE DECLARATION AT INCEPTION:

AGENCY OFFICE LOCATED

CPA MUTUAL INSURANCE	
4923 NW 41 St. Ste C. Gainesville, FL 32606	AUTHORIZED REPRESENTATIVE CPA MUTUAL INS. COMPANY OF AMERICA, RRG

WORKER'S COMPENSATION INSURANCE

THE HARTFORD

YOUR BUSINESS INSURANCE SOLUTION
WORKERS' COMPENSATION PROPOSAL

Reference Number: 72WECAC3WKW - 002
Proposal Date: 11/15/2018, 4:45 PM

Prepared for:
Green Growth CPAs 145 S Fairfax Ave # 2f
Los Angeles, CA 90036-2166

Proposed by:
SCHAUB INSURANCE AGENCY INC
809 West San Marcos Blvd San Marcos, CA 92078
www.schaubinsurance.com

Proposal Created by:
JoAnn Schaub 760-362-4646
joann@schaubinsurance.com

POLICY LEVEL	Page
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RATING INFORMATION	
Class Code Details	2
Direct Bill Options	5

Important Messages

This document is a proposal of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

WHY THE HARTFORD
200 years experience | 1 million customers | Named One of the World's Most Ethical Companies *The Hartford is the market leader for small business with more than 200 years of experience, [illegible]*

HAY
& Associates
An Accountancy Corporation

PROPOSAL
TO
CITY OF NEEDLES
FOR
MARIJUANA TAX GROSS RECEIPTS AUDIT

NOVEMBER 17, 2019

Hay & Associates, An Accountancy Corporation
1130 S Flower St Ste 204
Los Angeles, CA 90015
www.haycpas.com
P: 818-444-2864

PROPOSAL
TO
CITY OF NEEDLES
FOR
MARIJUANA TAX GROSS RECEIPTS AUDIT

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Marijuana Tax Gross Receipts Audit Budget and Time Summary	3

HAY
& Associates
An Accountancy Corporation

November 17, 2019

City of Needles
C/O City Clerk
817 Third Street
Needles, CA 92363

Re: Proposal for Marijuana Tax Gross Receipts Audit

To Whom It May Concern:

Based on the information that was provided to Hay & Associates, An Accountancy Corporation (the "Firm"), the following sets forth our proposal to the City of Needles. (the "City").

SERVICES
The Firm understands that the City would like us to audit the gross receipts of each of its five licensed cannabis businesses for Marijuana Business Tax Purposes in accordance with Article VIII to Chapter 20 of the Code of the City of Needles.

TIMELINE
The Firm would like to begin immediately and deliver final audit reports no later than June 30, 2020.

QUALIFICATION
The Firm has the most qualified staff to handle any audit/attestation engagement that is requested by the City with Big Four, Governmental, and Regional firm experience. The Firm maintains the required continuing professional education and passed its most recent Peer Review to perform any required audit on the City's marijuana dispensaries and cultivation facility financial statements. The Firm has completed several similar audits of marijuana dispensaries and cultivation facilities for licensed businesses in California and Arizona.

This proposal is a firm and irrevocable offer for 2019 calendar year, and if it is acceptable to you and the City, we will provide a separate engagement letter for signature.

We look forward to helping the City with this project!!

Sincerely,

Andrew S. Hay, CPA

Detailed Proposal
City of Needles
November 17, 2019

INDEPENDENCE

The Firm is independent of the City as defined by GAAS.

DEMOGRAPHICS

- Size of firm: 6 total staff members, including 4 CPAs
- Location of office: Los Angeles and Woodland Hills, CA

YOUR SERVICE TEAM

1. **Andrew Hay, CPA** (CA)/**EA – Engagement Partner**
   - In charge of Tax Services.
   - Formerly with IRS, managing nonprofits and large business audits. Approximately 18 years of experience in public accounting and government work.
   - Services provided include accounting and auditing, tax planning and compliance, and audit representation.

2. **David Eing, CPA** (CA) **– Manager**
   - Over 20 years of public and private accounting experience.
   - Formerly with E&Y - Big Four firm, auditing nonprofits and large businesses.

3. ***Marlin Kotichas, CPA*** *(CA)* ***– Senior***
   - Over 7 years of public and private accounting experience.

4. ***Emilio Amparan, CPA*** *(CA)* ***– Senior***
   - Over 5 years of public and private accounting experience.

AUDIT APPROACH

The Firm follows GAAS and our work plan is detailed in the attached Budgets, which emphasizes a strict test of revenue recognition practices in accordance with GAAP. Because the Firm specializes in the Marijuana industry, we will also draw on our other audit and non-audit clients to formulate audit procedures to test the City's licensed marijuana businesses gross receipts against similar businesses.

PROFESSIONAL FEES

The Firm is keenly interested in expanding its relationship with you and the City. In response, we have developed the following competitive fee structure:

- Preparation of Marijuana Tax Gross Receipts Audit Reports for the calendar year ended December 31, 2019:
  - Audit - not to exceed **$52,500** (see attached Budget)
- Hourly Rates for Additional Professional Services:
  - Staff $125
  - Senior $175
  - Manager $250
  - Partner $310

If you have concerns regarding these fees, please let us know so that we may address them promptly.

CITY OF NEEDLES
MARIJUANA TAX GROSS RECEIPTS AUDIT
BUDGET AND TIME SUMMARY

DESCRIPTION	Marlin Kotichas and/or Emilio Amparan SENIORS	David Eing MANAGER	Andrew Hay PARTNER	TOTAL
General				
Planning and discussion	2	2	1	5
Programs and checklists	3	2	1	6
Report, including supplements	3	2	1	6
Audit				
Gross Receipts of Licensee	16	3	1	20
Conclusion & Processing	8	2	1	11
Total hours Per Audit	32	11	5	**48**
Hourly rate	$175	$250	$310	
	$5,600	$2,750	$1,550	**$9,900**
Travel and related	$600			**$600**
Total budgeted Per Audit				**$10,500**
Number of Marijuana Businesses to Audit				5
Total Cost of Audits				**$52,500**

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: City Council Resolution No. 2019-85
A Resolution of the City Council of the City of Needles
Authorizing Application for, And Receipt of,
SB 2 Planning Grants Program Funds

Background: The authorization letter for the SB-2 Grant Program Funds was approved by City Council at the October 22, 2019 meeting. Upon review of the documentation, changes were requested by the grant agency, including an amendment to Section 2 and 4 that allows the City Manager or a designee to authorize the application as well as the receipt of funds.

Public Notification: Not applicable

Critical Timeline: The signed Resolution will be re-submitted for grant fund consideration

Fiscal Impact: Provides $160,000 for funding the General Plan Land Use Element Update

Recommendation: Approve Resolution No. 2019-85, authorizing the City to file an application for SB 2 Grant Funds and Acknowledging Receipt of the funds when Received.

Submitted By: **Patrick Martinez, Development Director**

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 13

RESOLUTION 2019-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of funding Availability (NOFA) dated March 29, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of Needles desires to submit a project application for the PGP Program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to $1.2 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PRP Program.

NOW, THEREOFRE, THE CITY COUNCIL OF THE CITY OF NEEDLES RESOLVES AS FOLLOWS:

SECTION 1. The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 29, 2019 in the amount of $160,000.

SECTION 2. In connection with the PRP grant, if the application is approved by the Department, the City Manager or Designee is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of $160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application is full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants program Guidelines, and 2019 Planning Grants program Application.

SECTION 4. The City Manager or designee is authorized and directed to execute the City of Needles Planning Grants program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

ADOPTED December 10, 2019, by the City Council of the City of Needles by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest:** _____
City Clerk

Approved as to form:

_____
City Attorney

City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D
Councilmember Shawn Gudmundson
Councilmember Tona Belt
Councilmember Clayton Hazlewood
Councilmember Tim Terral
Councilmember Zachery Longacre

City Manager Rick Daniels

December 10, 2019

Re: Assignment of Designee for SB2 Grant Funds for
Execution and Authorization of any and all documents to evidence
and secure the PGP Grant
Execution the Planning Grants Application and PGP Grant Documents
And any amendments thereto, for receipt of the PGP Grant

To Whom it May Concern:

Mr. Patrick Martinez, Development Services Director, City of Needles, is appointed "designee" and is authorized to perform all duties identified above related to the SB2 Grant Funds program.

_____ Date: _____

Jeff Williams, Mayor
City of Needles

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Resolution No. 2019-82 approving a contract with the County of San Bernardino Department of Public Health for Safe Routes to School enforcement of traffic laws

Background: The County Department of Public Health has funding available for Safe Routes to School (SRTS) traffic laws enforcement around the schools including Needles High School, Needles Middle School and Vista Colorado Elementary School. Enforcement will be done by sheriff's deputies on an overtime basis with reimbursement to come from this contract.

After review, Captain Tarangle and the city's self-insurance authority have recommended changes to the contract as provided by the county relating to billing and indemnification so staff is seeking approval in substantially the form attached subject to city attorney approval of the final document.

Fiscal Impact: Revenue and expenses not to exceed $21,600

Environmental Impact: None

Recommended Action: Waive the reading and adopt Resolution No. 2019-82 approving a contract with the County of San Bernardino Department of Public Health for Safe Routes to School enforcement of traffic laws in substantially the form as attached to the resolution subject to city attorney approval.

Submitted By: Cheryl Sallis

City Management Review: Rick **Date:** 12/5/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 14

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RESOLUTION NO. 2019-82

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, APPROVING A CONTRACT WITH THE COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH FOR SAFE ROUTES TO SCHOOL ENFORCEMENT OF TRAFFIC LAWS

WHEREAS, the County of San Bernardino Public Health Department has available funding under the Safe Routes to School (SRTS) program to provide law enforcement of traffic laws at local participating schools, including Needles High School, Needles Middle School, and Vista Colorado Elementary School; and

WHEREAS, the City of Needles contracts with the San Bernardino County Sheriff's Department for local law enforcement and such law enforcement is qualified to provide enforcement of traffic laws at participating schools.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Needles, California, hereby approves a contract with the County of San Bernardino Department of Public Health for Safe Routes to School enforcement of traffic laws in substantially the form as attached hereto subject to city attorney approval of the final document and authorizes the Mayor to execute said contract for and on behalf of the City of Needles.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December, 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(SEAL)

ATTEST:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

F:\council\resolution re agree w co dept of public health - school traffic enforcement (Dec '19).doc/cks

Contract Number
M-1057-003

SAP Number
4400013143

Department of Public Health

Department Contract Representative	Lisa Ordaz, Contract Analyst
Telephone Number	(909) 388-0222

Contractor	City of Needles
Contractor Representative	Rick Daniels
Telephone Number	(760) 326-2113
Contract Term	December 1, 2019 – May 31, 2020
Original Contract Amount	$21,600
Amendment Amount	Not Applicable
Total Contract Amount	$21,600
Cost Center	9300291000

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County of San Bernardino Department of Public Health (County), desires to provide Safe Routes to School (SRTS) program services at participating schools; and

WHEREAS, The City of Needles (CITY) contracts with the San Bernardino County Sheriff's Department for Local Law Enforcement; and

WHEREAS, Local Law Enforcement is qualified to provide enforcement of traffic laws at participating schools; and

WHEREAS, County desires that such services be provided by Local Law Enforcement to perform these services as set forth below; and

NOW THEREFORE, County and City mutually agree to the following terms and conditions:

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II. CITY RESPONSIBILITIES 3

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VIII. CONCLUSION 5

ATTACHMENT

ATTACHMENT A – SCOPE OF WORK

I. COUNTY RESPONSIBILITIES

A. The County shall provide a Project Coordinator who will coordinate the specifics of the MOU. This includes developing a schedule with local law enforcement.

B. The County will explain the Safe Routes to School (SRTS) program to the participating school.

II. CITY RESPONSIBILITIES

A. City will work the assigned Project Coordinator and develop a schedule for each participating school.

B. City will work with local law enforcement to provide enforcement of traffic laws at participating schools, which includes warning/ticketing for violations such as speeding, failure to yield, jaywalking, etc. Education and positive ticketing is also acceptable enforcement.

C. City will work with local law enforcement to provide basic reporting elements, such as number (#) of citations issued, etc.

III. MUTUAL RESPONSIBILITIES

A. In the performance of this MOU, County, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the City.

B. Indemnification

1. The City agrees to indemnify, defend and hold harmless the County and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of its negligent acts or omissions in performing its obligations under this MOU.

2. The County agrees to indemnify and hold harmless the City, its officers, agents and volunteers from any and all claims, actions or losses, damages and/or liability resulting from the County's negligent acts or omissions in performing its obligations under this MOU.

3. In the event the County and City are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, the County and City shall each indemnify the other to the extent of its comparative fault or negligence.

C. Insurance

1. County and City are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms and conditions of this MOU.

2. City shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the local law enforcement or the local law enforcement's employees or agents from waiving the right of subrogation prior to a loss or claim. The City hereby waives all rights of subrogation against the County.

D. In the event of any dispute hereunder, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

IV. FISCAL PROVISIONS

A. The City shall submit an invoice to County reflecting hours worked by local law enforcement at each participating school: Needles High School, Needles Middle School, and Vista Colorado Elementary School. It is anticipated that local law enforcement officers will patrol and enforce traffic laws as indicated in the Scope of Work (Attachment A).

B. The City will invoice at the rate of $150 per hour, for a maximum total of $7,200, at each participating school. Total $21,600 for the entire term of the MOU.

C. Invoices shall be submitted, once all hours have been completed, to:

Patty Castillo, Office Assistant (Healthy Communities)
Department of Public Health
172 W. 3rd Street, 6th Floor
San Bernardino, CA 92415-0010

V. TERM

This MOU is effective upon execution of both parties and expires May 31, 2020.

VI. EARLY TERMINATION

This MOU may be terminated without cause by either party by serving a written notice to the other party thirty (30) days in advance of termination. The Director of Public Health is authorized to exercise the County's rights with respect to any termination of this MOU.

VII. GENERAL PROVISIONS

A. When notices are required to be given pursuant to this MOU, the notices shall be in writing and mailed to the following respective addresses listed below.

City:	City of Needles City Manager 817 Third Street Needles, CA 92363
County (Program/Fiscal):	Department of Public Health Attn: Patty Castillo 172 W. 3rd Street, 6th Floor San Bernardino, CA 92415-0010
County:	HS – Administrative Support Division Contracts Unit 150 S. Lena Road San Bernardino, CA 92415-0515

B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this MOU. No oral understanding or MOU not incorporated herein shall be binding on any of the Parties hereto.

VIII. CONCLUSION

A. This MOU, consisting of five (5) pages and Attachment A, is the full and complete document describing services to be rendered by County and City, including all covenants, conditions and benefits.

B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

COUNTY OF SAN BERNARDINO

▶

Purchasing Agent

(Print or Type Name)

Dated:

CITY OF NEEDLES

▶

(Authorized signature – sign in blue ink)

Name: Jeff Williams

(Print or type name of person signing contract)

Title: Mayor

(Print or Type)

Dated:

Address: 817 Third Street

Needles, CA 92363

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶	▶	▶
Adam Ebright, Deputy County Counsel	Jennifer Mulhall-Daudel, HS Contracts	Trudy Raymundo, Director
Date	Date	Date

SCOPE OF WORK

Contract Period:	December 1, 2019 – May 31, 2020
Contractor:	City of Needles
Service Category:	Law Enforcement
Service Goal:	Provide targeted area school enforcement at 3 schools: Needles High School, Needles Middle School, and Vista Colorado Elementary School in the City of Needles

TASK	Requirements	Total
#1- Patrol and provide enforcement of traffic laws at school. May include warning/ticketing for violations such as speeding, failure to yield, jaywalking, etc.	***Schedule to be coordinated with DPH Project Coordinator*** ***Max of $7,200 per each participating school listed above***	***48 hrs staff time/school***

Task	Timeline	Measurements & Goals
Task #1	Effective for 2018/19 School Year. Varies due to scheduling.	Reduce traffic infractions, collisions, injuries. Increase in biking and walking

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Resolution of Support for the National Rifle Association (NRA)

Background: The NRA is a private non-profit organization organized for protecting the Second Amendment to the U.S Constitutional right to "keep and bear arms". The NRA also conducts multiple programs to train citizens on the safe and effective use of firearms and personal safety. Over 1 million citizens participate annually in safety training. One of the NRA training programs "Eddie Eagle was formed in 1988 and teaches children in pre-k through the 4th grade that if they see a gun; Stop, Don't touch, Run Away, and Tell a grown up. Eddie Eagle has instructed 32 million children in all 50 states resulting in a 65% drop in unintentional firearm fatalities among the targeted age group.

The NRA Foundation has collected and distributed three hundred and ninety-eight million dollars ($398,000,000) since 1990 to;

- Promote, advance and encourage firearms, shooting sports, and hunter safety,
- Educate individuals with respect to firearms, firearms history, participation in the shooting sports, hunting safety, and marksmanship, and
- Conduct research in furtherance of improved firearm safety and marksmanship facilities and techniques.

The NRA is currently working with law enforcement and educators to improve school safety.

During 2019 the City of San Francisco labeled the NRA as a domestic terrorist organization. That action is inconsistent with the community values within the City of Needles.

Fiscal Impact: None

Environmental Impact: None

Recommendation: Waive the reading and adopt Resolution No. 2019-86 supporting the National Rifle Association on their public service excellence.

Submitted By: Mayor Williams

City Management Review: Rick **Date:** 12/3/19

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

Agenda Item: 15

RESOLUTION NO. 2019-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES, CALIFORNIA, SUPPORTING THE NATIONAL RIFLE ASSOCIATION (NRA)

WHEREAS, the NRA is a private non-profit organization organized for protecting the Second Amendment to the U.S Constitutional right to "keep and bear arms"; and

WHEREAS, the NRA also conducts multiple programs to train citizens on the safe and effective use of firearms and personal safety. Over 1 million citizens participate annually in safety training. One of the NRA training programs "Eddie Eagle was formed in 1988 and teaches children in pre-k through the 4th grade that if they see a gun; Stop, Don't touch, Run Away, and Tell a grown up. Eddie Eagle has instructed 32 million children in all 50 states resulting in a 65% drop in unintentional firearm fatalities among the targeted age group; and

WHEREAS, the NRA Foundation has collected and distributed three hundred and ninety eight million dollars ($398,000,000) since 1990 to;

- Promote, advance and encourage firearms, shooting sports, and hunter safety,
- Educate individuals with respect to firearms, firearms history, participation in the shooting sports, hunting safety, and marksmanship, and
- Conduct research in furtherance of improved firearm safety and marksmanship facilities and techniques; and

WHEREAS, the NRA is currently working with law enforcement and educators to improve school safety.

NOW, THEREFORE BE IT RESOLVED that the City Council for the City of Needles, California, acknowledges the great public service that the NRA provides the citizens of the United States and locally and encourage them to continue.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council held on the 10th day of December 2019, by the following roll call vote:

AYES:

NOES:
ABSENT:
ABSTAIN:

_____
Mayor

_____
Attest: City Clerk
(Seal)

Approved as to form:

_____
City Attorney

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: City Council Resolution No. 2019-84 Approving Greens Needles, LLC Economic Development Program Application for the Planned Development of the Hampton by Hilton Hotel located at 1803 Needles Highway, Also Known as APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01

Background: On March 12, 2019 the City Council approved Resolution No. 2019-8 which established an Economic Development Program that is designed to assist new and existing non-cannabis businesses with costs associated with infrastructure improvements, fees, and startup costs that encourage improvements and investment in commercial properties within the City of Needles.

Greens Development is a privately held real estate development and hotel company that has steadily grown its market presence by investing prudently, managing effectively, and operating efficiently. The company currently has nine (9) hotels under development and operates ten (10) hotels/motels including the Quality Inn/ Rodeway Inn Needles.

Greens Needles, LLC has proposed to develop a 3 story 46,000 sq. ft. 80-room Hampton by Hilton Hotel at 1803 Needles Highway, the former site of the El Rancho Motel on a 2-acre property. The developer is investing over $12,000,000 into the project and will create 35-50 jobs.

Greens Needles, LLC has submitted an Economic Development Program Application in the amount of $104,456.40. The funds will be used to offset construction costs by paying for City fees and infrastructure improvements. The applicant meets the requirements to be eligible for the Economic Development Program Grant Funds due to the fact:

1. The applicant is operating a new separate non-cannabis business with a physical location in the City.
2. The applicant is providing a private investment that is at least twice the amount of the requested grant.
3. The project funds more than 2 people

Fiscal Impact: The Economic Development Grant Fund request of $104,543.40 to be paid for by Marijuana Tax revenues. The fund currently has $145,000 available in the Economic Development Funds FY 2020.

16

City of Needles, California
Request for City Council Action

Recommended Action: Approve City Council Resolution No. 2019-84 Approving Greens Needles, LLC Economic Development Program Application for the Planned Development of the Hampton by Hilton Hotel located at 1803 Needles Highway, Also Known as APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01 in the amount not to exceed $104,456.40.

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 16

RESOLUTION 2019-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING GREENS NEEDLES, LLC ECONOMIC DEVELOPMENT PROGRAM APPLICATION FOR THE PLANNED DEVELOPMENT OF THE HAMPTON BY HILTON HOTEL LOCATED AT 1803 NEEDLES HIGHWAY, ALSO KNOWN AS APN 0185-046-05, 0185-046-10 THRU 12, 0185-086-01

WHEREAS, on March 12, 2019 the City Council approved Resolution No. 2019-8 which established an Economic Development Program that is designed to assist new and existing non-cannabis businesses with costs associated with infrastructure improvements, fees, and startup costs that encourage improvements and investment in commercial properties within the City of Needles; and

WHEREAS, Greens Development is a privately held real estate development and hotel company that has steadily grown its market presence by investing prudently, managing effectively, and operating efficiently. The company currently has nine (9) hotels under development and operates ten (10) hotels/motels including the Quality Inn/ Rodeway Inn Needles; and

WHEREAS, Greens Needles, LLC has proposed to develop a 3 story 46,000 sq. ft. 80-room Hampton by Hilton Hotel at 1803 Needles Highway, the former site of the El Rancho Motel on a 2-acre property. The developer is investing over $12,000,000 into the project and will create 35-50 jobs; and

WHEREAS, the City Council understands the importance of creating economic development opportunities in the City and the Economic Development Program is an instrument which funds new non-cannabis businesses in the City.

NOW, THEREFORE, BE IT RESOLVED by the CITY COUNCIL of the City of Needles as follows:

PASSED, APPROVED AND ADOPTED this 10th day of December, 2019 by the following roll call vote:

SECTION 1. The CITY COUNCIL HERBY FINDS AND DETERMINES that facts do exist to approve **RESOLUTION 2019-84.**

SECTION 2. The CITY COUNCIL HEREBY APPROVES Resolution **2019-84**, Approving Greens Needles, LLC Economic Development Program Application for the Planned Development of the Hampton by Hilton Hotel located at 1803 Needles Highway, Also Known as APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01 in the amount not to exceed $104,456.40.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Mayor

(Seal) **Attest:**

_____

City Clerk

Approved as to form:

_____

City Attorney

City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D
Councilmember Shawn Gudmundson
Councilmember Tona Belt
Councilmember Clayton Hazlewood
Councilmember Tim Terral
Councilmember Zachery Longacre

City Manager Rick Daniels

ECONOMIC DEVELOPMENT PROGRAM

APPLICATION PROCESSING INSTRUCTIONS

Application Packet to Include: All applicants must provide Items 1 through 8 below that apply– no partial application packet will be accepted:

- ☐ 1. Application (Completed and Signed by Applicant) (Form #1)
- ☐ 2. If incorporated, evidence that applicant has authorization to apply for program
- ☐ 3. Verification of Property Ownership, if owner (Title or Deed of Trust)
- ☐ 4. Evidence of Tenant's Right to Make Improvements, if tenant or lessee (Form #2)
- ☐ 5. Description of Scope of Work (Form #1)
- ☐ 6. Estimate or Bid, if available
- ☐ 7. Copy of Valid Needles Business License (Applicant)
- ☐ 8. Copy of Valid Needles Business License (California State Licensed Contractor hired to perform work)

No staff assistance may be provided for any contract awarded before the application is approved. Once the application is approved by the City, the applicant must provide the following:

Proof of entitlements, engineering permits, building permits, required for the project

I hereby declare that the foregoing information is true and correct to the best of my knowledge. I authorize the City of Needles to verify the information to determine my eligibility and to conduct an inspection of my property. I understand that as the applicant I will be responsible for obtaining design approvals by a California Licensed Engineer; and that I am responsible for hiring the contractor and ensuring they are actively licensed by the California State Licensing Board. I understand that the Program's reimbursement policy stipulates that the City will reimburse the applicant for work performed, based on submittal of evidence of work performed and paid, and that the City will not pay contractors or vendors directly.

Applicant Signature _____ **Date** 10/04/2019

Mail or deliver completed application with copies of required documents to:

Rick Daniels
City of Needles
City Manager
817 Third Street, Needles, CA 92363

Fax 760-326-6765 or email to_____

Questions: 760-326-2115 ext. 126 or 127

City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D
Councilmember Shawn Gudmundson
Councilmember Tona Belt
Councilmember Clayton Hazlewood
Councilmember Tim Terral
Councilmember Zachery Longacre

City Manager Rick Daniels

Economic Development Program Application

Business Name: Greens Needles LLC

Applicant's Name: Greens Needles LLC

Project Site Address: 1803 Needles Highway Needles, CA 92363

Contact Info: Telephone: 949-829-4900 **Email:** G003A@teams.greens.com

The City Council established an Economic Development Program to be funded with ten (10) percent of tax revenues received from cannabis businesses. These funds will be used in the Council's discretion to offer economic incentives or grants to attract new non-cannabis businesses to the City or to incentivize the expansion of existing non-cannabis business within the City as follows:

- Incentives or grants from the Economic Development Fund may be requested by any business or person proposing to open a new non-cannabis business or significantly expand an existing non-cannabis business with a physical location in the City.
- To be eligible to apply for an incentive or grant, the proposed new or expanded business must create two new sustainable full-time positions.
- The business must provide a minimum private investment of at least twice the amount of the requested incentive or grant.
- The business must allow public access.
- Prior to the awarding of a grant, the applicant must enter into a contract with the City in form and substance acceptable to and approved by the City Council.
- The City will reimburse the applicant for work performed, based on submittal of acceptable evidence of the work performed, including copies of paid invoices, credit cards receipts with statements identifying the work performed, and copies of cancelled checks (front/back), or such other evidence as required by the City.

PROJECT DESCRIPTION

Description of Proposed New or Expanded Business:

3 Story 46,000 SF Hotel located at 1803 Needles Highway Needles, CA 92363

Description of Intended use of Funds:

Economic develoment funds will be used to offset construction costs and enhance the experience for employees, visitors and residents of Needles.

Estimated Cost: $12,000,000.00 **Amount Requested:** $104,543.40

City of Needles

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

Mayor, Jeff Williams
Vice Mayor Edward T. Paget, M.D
Councilmember Shawn Gudmundson
Councilmember Tona Belt
Councilmember Clayton Hazlewood
Councilmember Tim Terral
Councilmember Zachery Longacre

City Manager Rick Daniels

PROPERTY INFORMATION

PROGRAM BOUNDARIES

Commercial Businesses located throughout the City of Needles.

FOR OWNER OCCUPANTS

I hereby certify that I am the owner of my business property. The property is vested (owned) under the following name:

[X] Property Owner Legal Name: Greens Needles LLC

Assessor's Parcel Number/Address: 0185-046-05 1803 Needles Highway Needles, CA 92363

Contact Information: 9289 Research Drive Irvine, CA 92618

OR

FOR TENANT/LESSEES

[ ] I am a tenant/lessee of the space for which I am applying for a Façade Improvement Grant

Property Owner: _____

Property Owner Contact Information: _____

Remaining Years on Lease Term, if applicable: _____

Assessor's Parcel Number: _____

DRAFT

Hampton Development Cost Overview

Disclaimer: These figures are purely estimates.

		Hampton	
A.	**Planning and Zoning Fee**		
	a. Zoning Permit	$	1,033.09
	b. Engineer Site Plan Review	$	2,000.00
B	**Engineering**		
	a. City Engineer Review (Deposit)	$	2,000.00
	b. Encroachment Permit		
	c. Grading Plan	$	614.10
C	**Building**		
	a. Building Permit fee	$	33,915.80
	b. Plan review fee	$	22,045.27
	c. Development Impact Fee		
	d. Strong Motion Development Fees	$	1,707.19
	e. California Building Standards Fees	$	244.00
D	**Water**		
	a. Water Meter & Serv Installation 1-2"	$	1,480.00
E	**Electric**		
	a. Off-site improvements		
	b. Electric Distribution	$	30,000.00
	c. Capacity Fee		
E	**Sewer**		
	a. Connection Fee		
	b. Capacity Fee		
F	**Public Works**		
	a. Off-site improvements		
	Contingency 10%	$	9,503.95
		$	104,543.40

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 11-23-2018

Employer Identification Number:

Form: SS-4

Number of this notice: CP 575 B

GREENS NEEDLES LLC
ASHUTOSH KADAKIA MBR
9289 RESEARCH DR
IRVINE, CA 92618

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-2611151. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 03/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is GREE. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 11-23-2018
EMPLOYER IDENTIFICATION NUMBER:
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

GREENS NEEDLES LLC
ASHUTOSH KADAKIA MBR
9289 RESEARCH DR
IRVINE, CA 92618

Commonwealth
NATIONAL COMMERCIAL SERVICES

Commonwealth Land Title Company
4100 Newport Place Dr., Suite 120
Newport Beach, CA 92660
Phone: (949) 724-3140

Greens Group
9289 Research Dr.
Irvine, CA 92618

Attn: **Ashutosh Kadakia**

Our File No: 09208618
Title Officer: Chris Maziar
e-mail: unit10@cltic.com
Phone: (949) 724-3170
Fax: (949) 258-5740

Your Reference No: NEEDLES PROPERTY

Property Address: Vacant Land, City Of Needles, California

PRELIMINARY REPORT

Dated as of November 6, 2019 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Commonwealth Land Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.**
The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company.**

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Order No: 09208618-918-KRA-CM8

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

ALTA Extended Loan Policy of Title Insurance (6-17-06)

The estate or interest in the land hereinafter described or referred to covered by this report is:

A FEE

Title to said estate or interest at the date hereof is vested in:

Greens Needles LLC, a California limited liability company

The land referred to herein is situated in the County of San Bernardino, State of California, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Order No: 09208618-918-KRA-CM8

EXHIBIT "A"

All that certain real property situated in the County of San Bernardino, State of California, described as follows:

PARCEL A:

LOT 4 IN BLOCK C OF TRACT NO. 3847, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 0185-046-05

PARCEL B:

LOTS 1, 2, 3 AND THE WESTERLY 40 FEET OF LOT 5, BLOCK "C", ALL IN TRACT NO. 3847, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 49, PAGE 86 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THAT PORTION CONVEYED TO THE STATE OF CALIFORNIA IN DEED RECORDED FEBRUARY 28, 1963 IN BOOK 5861, PAGE 115 OF OFFICIAL RECORDS AND RECORDED MARCH 3, 1964 IN BOOK 6100, PAGE 25 OF OFFICIAL RECORDS.

APN: 0185-046-10 AND 0185-046-11

PARCEL C:

THAT PORTION OF THE NORTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 23 EAST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, SHOWN AS LOTS 13 TO 24 INCLUSIVE, BLOCK 15, DENAIRS SUBDIVISION, RECORDED IN BOOK 16, PAGES 53 AND 54 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BY ORDER OF SUPERIOR COURT DATED APRIL 5, 1926 AND RECORDED APRIL 9, 1926 IN BOOK 78, PAGE 310 OF OFFICIAL RECORDS, BLOCK 15 OF DENAIRS SUBDIVISION WAS EXCLUDED FROM SAID SUBDIVISION.

APN: 0185-046-12

PARCEL D:

THOSE PORTIONS OF LOTS 1 AND 2, BLOCK 24, TRACT NO. 2395, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGES 22 AND 23, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 1 AND 2, A DISTANCE OF 77.63 FEET; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 2000 FEET, A DISTANCE OF 99.21 FEET TO A POINT IN THE EASTERLY LINE OF SAID LOT 1, DISTANT 60.79 FEET SOUTHERLY FROM SAID NORTHEASTERLY CORNER; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING.

APN: 0185-086-01

PARCEL E:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 9 NORTH, RANGE 23 EAST, OF THE SAN BERNARDINO MERIDIAN, IN THE CITY OF NEEDLES, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Order No: 09208618-918-KRA-CM8

THAT PARCEL OF LAND BEING THE DEDICATED RIGHT-OF-WAY ON TRACT MAP NO. 2395, AS PER MAP RECORDED IN BOOK 34, PAGES 22 AND 23, FOR MARKET STREET WEST OF "O" STREET AND EAST OF THE RIGHT-OF-WAY FOR INTERSTATE 40;

COMMENCING AT THE NORTHWEST CORNER OF MARKET STREET AND "O" STREET SAID POINT BEING THE POINT OF BEGINNING THENCE NORTH 89° 23' 00" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET A DISTANCE OF 161.89 FEET TO A POINT IN THE SOUTHERLY RIGHT-OF-WAY LINE FOR INTERSTATE 40;

THENCE SOUTH 55° 11' 11" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY FOR INTERSTATE 40 A DISTANCE OF 11.20 FEET TO A POINT ON A TANGENT CURVE CONCAVE SOUTH WESTERLY WITH A RADIUS OF 2000.00 FEET;

THENCE SOUTH EASTERLY ALONG THE ARC OF SAID CURVE AND FOLLOWING THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 40, A DISTANCE OF 92.45 FEET THROUGH A CENTRAL ANGLE OF 2° 38' 54" TO A POINT ON THE SOUTHERLY RIGHT- OF-WAY LINE FOR MARKET STREET;

THENCE SOUTH 89° 23' 00" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE FOR MARKET STREET A DISTANCE OF 78.04 FEET TO THE SOUTH WEST CORNER OF MARKET STREET AND "O" STREET; THENCE NORTH 00° 00' 00" EAST ALONG THE WESTERLY RIGHT-OF-WAY LINE FOR "O" STREET A DISTANCE OF 60.00 FEET TO THE TRUE POINT OF BEGINNING.

Order No: 09208618-918-KRA-CM8

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.

3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.

6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

Order No: 09208618-918-KRA-CM8

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions in said policy form would be as follows:

A. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-046-05
Fiscal Year:	2019-2020
1st Installment:	$124.95, Unpaid
2nd Installment:	$124.94, Unpaid
Homeowners Exemption:	$not set out
Code Area:	003-006
Affects:	Parcel A

B. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-046-10
Fiscal Year:	2019-2020
1st Installment:	$176.98, (Paid)
2nd Installment:	$176.97, (Paid)
Homeowners Exemption:	$ Not set out
Code Area:	003-006
Affects:	portion of Parcel B

C. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-046-11
Fiscal Year:	2019-2020
1st Installment:	$242.01, (Unpaid)
2nd Installment:	$242.00, (Unpaid
Homeowners Exemption:	$ Not set out
Code Area:	003-006
Affects:	portion of Parcel B

D. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-046-12
Fiscal Year:	2019-2020
1st Installment:	$329.79, Unpaid
2nd Installment:	$329.79, Unpaid
Homeowners Exemption:	$Not set out
Code Area:	003-006
Affects:	Parcel C

E. Property taxes, including any personal property taxes and any assessments collected with taxes, are as follows:

Tax Identification No.:	0185-086-01
Fiscal Year:	2019-2020
1st Installment:	$80.47, Unpaid.
2nd Installment:	$80.45, Unpaid
Homeowners Exemption:	$0.00
Code Area:	003-006
Affects:	Parcel D

F. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

1. Water rights, claims or title to water, whether or not disclosed by the public records.

2. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date:	February 26, 1963
Recording No:	in Book 5861, Page 115 of Official Records
Affects:	said land more particularly described therein
Affects:	Parcel B

Said deed further contains a waiver in favor of the State of California, of any claims for damages to said land by reason of the location, construction, landscaping or maintenance of a highway or freeway contiguous thereto.

3. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

Recording Date:	March 3, 1964
Recording No:	in Book 6100, Page 25 of Official Records
Affects:	said land more particularly described therein
Affects:	Parcel B

Said deed further contains a waiver in favor of the State of California of any claims for damages to said land by reason of the location, construction, landscaping or maintenance of a highway or freeway contiguous thereto.

4. The Land described herein is included within a project area of the Redevelopment Agency shown below, and that proceedings for the redevelopment of said project have been instituted under the Redevelopment Law (such redevelopment to proceed only after the adoption of the Redevelopment Plan) as disclosed by a document.

Redevelopment Agency:	City of Needles Redevelopment Agency
Recording Date:	July 16, 2007
Recording No:	as Instrument No. 2007-0417702 of Official Records

5. Intentionally deleted.

6. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, citizenship, immigration status, primary language, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

   Recording Date: July 9, 1941
   Recording No: in Book 1482 Page 433 Official Records

   Said covenants, conditions and restrictions provide that a violation thereof shall not defeat the lien of any mortgage or deed of trust made in good faith and for value.

   Said instrument provides or establishes: A Reservation of a utility easement over the rear 5 feet of said Lot

   Affects: Parcel D

7. The ownership of said Land does not include rights of access to or from the street, highway, or freeway abutting said Land, such rights having been relinquished by the document,

   Recording Date: February 27, 1973
   Recording No: 879, in Book 8128 Page 1316 Official Records
   Affects: Highway 40

   Affects: Parcel D

8. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

9. Matters which may be disclosed by an inspection and/or by a correct ALTA/NSPS Land Title Survey of said Land that is satisfactory to the Company, and/or by inquiry of the parties in possession thereof.

10. Any easements not disclosed by the public records as to matters affecting title to real property, whether or not said easements are visible and apparent.

11. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other matters which a correct survey would disclose and which are not shown by the public records.

END OF SCHEDULE B EXCEPTIONS

PLEASE REFER TO THE "NOTES AND REQUIREMENTS SECTION" WHICH FOLLOWS FOR INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION

Order No: 09208618-918-KRA-CM8

REQUIREMENTS SECTION:

1. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

   Limited Liability Company: Greens Capital Ventures, LLC, a California limited liability company and Greens Capital Ventures, LLC

   a) A copy of its operating agreement, if any, and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.

   b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.

   c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.

   d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity is currently domiciled.

   e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

   f) If Limited Liability Company is a Single Member Entity, a Statement of Information for the Single Member will be required.

   g) Each member and manager of the LLC without an Operating Agreement must execute in the presence of a notary public the Certificate of California LLC (Without an Operating Agreement) Status and Authority form.

2. Unrecorded matters which may be disclosed by an Owner's Affidavit or Declaration. A form of the Owner's Affidavit/Declaration is attached to this Preliminary Report/Commitment. This Affidavit/Declaration is to be completed by the record owner of the land and submitted for review prior to the closing of this transaction. Your prompt attention to this requirement will help avoid delays in the closing of this transaction. Thank you.

   The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit/Declaration.

3. If a work of improvement was recently completed or will be completed prior to the close of this transaction, the Company will require that a valid Notice of Completion be recorded. This notice must be signed by an owner of the property and must be recorded within 15 days of the actual completion date.

4. Information has been provided to the Company which discloses that a work of improvement is contemplated, in progress or recently completed. To assist the Company in determining if it can give the priority coverage contained within the policy contemplated by this report, please provide the following:

a) Current Financial Statement and/or Current Loan Application.
b) Project Cost Breakdown.
c) Completed Loss of Priority Questionnaire. (This form furnished by the Company.)
d) A fully executed Indemnity Agreement. (This form furnished by the Company.)
e) If work has commenced prior to the recordation of the Construction Deed of Trust, there will be further requirements and the closing of the transaction could be delayed.
f) Copy of current appraisal
g) Copy of loan agreement and disbursement schedules
h) Name of Fund Control/Disbursement Agent

Work may include, among other things, any preparation of the site for the planned construction, delivery of construction materials or equipment and any labor furnished.

The Company reserves the right to add additional items and/or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES SECTION

1. The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.

2. For wiring Instructions please contact your Title Officer or Title Company Escrow officer.

3. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

4. Pursuant to Government Code Section 27388.1, as amended and effective as of 1-1-2018, a Documentary Transfer Tax (DTT) Affidavit may be required to be completed and submitted with each document when DTT is being paid or when an exemption is being claimed from paying the tax. If a governmental agency is a party to the document, the form will not be required. DTT Affidavits may be available at a Tax Assessor-County Clerk-Recorder.

5. Note: The policy of title insurance will include an arbitration provision. The Company or the insured may demand arbitration. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Please ask your escrow or title officer for a sample copy of the policy to be issued if you wish to review the arbitration provisions and any other provisions pertaining to your Title Insurance coverage.

6. Due to the special requirements of SB 50 (California Public Resources Code Section 8560 et seq.), any transaction that includes the conveyance of title by an agency of the United States must be approved in advance by the Company's State Counsel, Regional Counsel, or one of their designees.

7. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	The City of Needles Successor Agency of the Needles Redevelopment Agency
Grantee:	Greens Capital Ventures, LLC, a California Limited Liability Company
Recording Date:	September 28, 2018
Recording No:	2018-0357366, of Official Records
Affects:	Parcel A

8. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	R. Bernard, as her sole and separate property
Grantee:	Greens Capital Ventures LLC, a California limited liability company
Recording Date:	January 15, 2019
Recording No:	2019-14863, of Official Records
Affects:	Parcel D

9. Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor:	Greens Capital Ventures LLC, a California limited liability company
Grantee:	Greens Needles LLC, a California limited liability company
Recording Date:	February 22, 2019
Recording No:	2019-0056251, of Official Records

Typist: tga
Date Typed: December 3, 2018

ATTACHMENT ONE

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13) ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
   a. building;
   b. zoning;
   c. land use;
   d. improvements on the Land;
   e. land division; and
   f. environmental protection.
   This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
   a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
   b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
   c. that result in no loss to You; or
   d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
   a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and

b. in streets, alleys, or waterways that touch the Land.
This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or $5,000.00 (whichever is less)	$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or $2,500.00 (whichever is less)	$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II,(t(or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

Notice of Available Discounts

Pursuant to Section 2355.3 in Title 10 of the California Code of Regulations Fidelity National Financial, Inc. and its subsidiaries ("FNF") must deliver a notice of each discount available under our current rate filing along with the delivery of escrow instructions, a preliminary report or commitment. Please be aware that the provision of this notice does not constitute a waiver of the consumer's right to be charged the filed rate. As such, your transaction may not qualify for the below discounts.

You are encouraged to discuss the applicability of one or more of the below discounts with a Company representative. These discounts are generally described below; consult the rate manual for a full description of the terms, conditions and requirements for such discount. These discounts only apply to transactions involving services rendered by the FNF Family of Companies. This notice only applies to transactions involving property improved with a one-to-four family residential dwelling.

FNF Underwritten Title Company	FNF Underwriter
LTC – Lawyers Title Company	CLTIC – Commonwealth Land Title Insurance Co.

Available Discounts

DISASTER LOANS (CLTIC)
The charge for a Lender's Policy (Standard or Extended coverage) covering the financing or refinancing by an owner of record, within 24 months of the date of a declaration of a disaster area by the government of the United States or the State of California on any land located in said area, which was partially or totally destroyed in the disaster, will be 50% of the appropriate title insurance rate.

EMPLOYEE RATE (LTC and CLTIC)
No charge shall be made to employees (including employees on approved retirement) of the Company or its underwritten, subsidiary or affiliated title companies for policies or escrow services in connection with financing, refinancing, sale or purchase of the employees' bona fide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened**. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL, INC.
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected
We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (*e.g.,* name, address, phone number, email address);
- demographic information (*e.g.,* date of birth, gender, marital status);
- identity information (*e.g.,* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.,* loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected
We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected
If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics
Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information
FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and third parties' products and services, jointly or independently.

When Information Is Disclosed
We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;

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- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see "**Choices With Your Information**" to learn the disclosures you can restrict.

Security of Your Information
We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information
If you do not want FNF to share your information with our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children
The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18).We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users
FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans
Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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Your Consent To This Privacy Notice; Notice Changes
By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us
If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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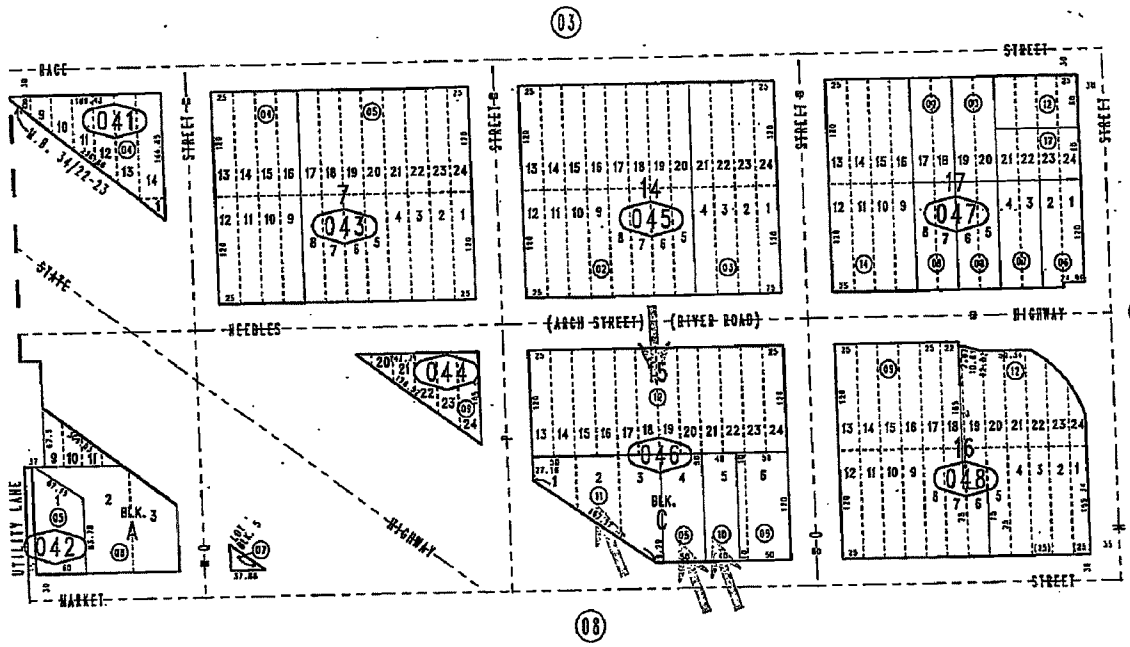
THIS MAP IS FOR THE PURPOSE OF AD VALOREM TAXATION ONLY.

S.1/2, N.W.1/4, N.E.1/4, Sec.30, T.9N.,R.23E., S.B.B.&M.
(Formerly A Portion of Denair's Sub. No. 2., M.B. 16/53-54)

City of Needles
Tax Rate Area
3006

0185 - 04



1"=100'

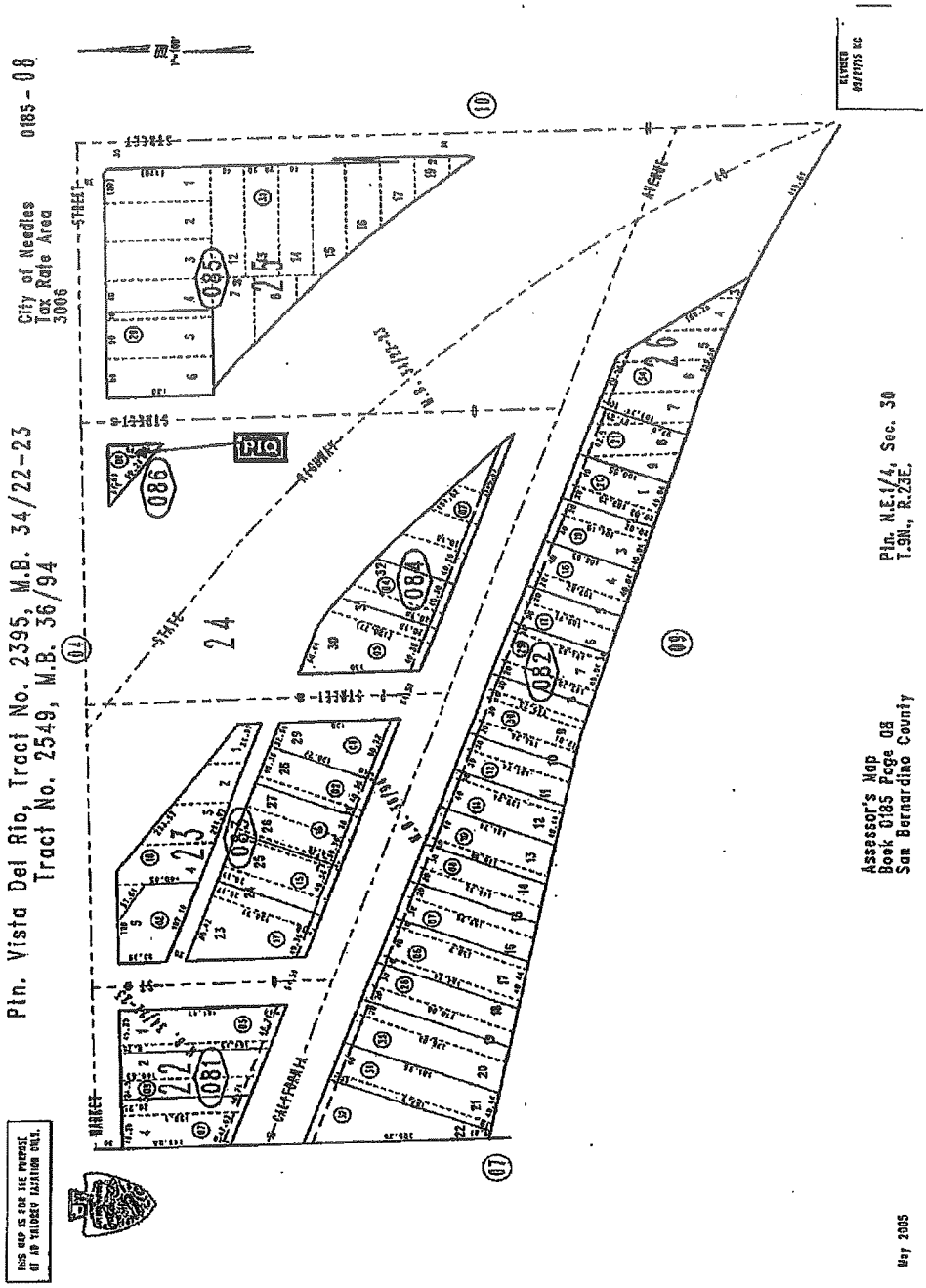
Pla. Tract No. 2395, M.B. 34/22-23
Tract No. 3847, M.B. 49/86

May 2005

Assessor's Map
Book 0185 Page 04
San Bernardino County

REVISED
03/19/15 GW
02/11/16 GW

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other lands, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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OWNER'S DECLARATION

The undersigned hereby declares as follows:

1. (Fill in the applicable paragraph and strike the other)

   a. Declarant ("Owner") is the owner or lessee, as the case may be, of certain premises located at _____, further described as follows: See Preliminary Report/Commitment No. 09208618-918-KRA-CM8 for full legal description (the "Land").

   b. Declarant is the _____ of _____ ("Owner"), which is the owner or lessee, as the case may be, of certain premises located at _____, further described as follows: See Preliminary Report/Commitment No. 09208618-918-KRA-CM8 for full legal description (the "Land").

2. (Fill in the applicable paragraph and strike the other)

   a. During the period of six months immediately preceding the date of this declaration no work has been done, no surveys or architectural or engineering plans have been prepared, and no materials have been furnished in connection with the erection, equipment, repair, protection or removal of any building or other structure on the Land or in connection with the improvement of the Land in any manner whatsoever.

   b. During the period of six months immediately preceding the date of this declaration certain work has been done and materials furnished in connection with _____ upon the Land in the approximate total sum of $_____, but no work whatever remains to be done and no materials remain to be furnished to complete the construction in full compliance with the plans and specifications, nor are there any unpaid bills incurred for labor and materials used in making such improvements or repairs upon the Land, or for the services of architects, surveyors or engineers, except as follows:_____. Owner, by the undersigned Declarant, agrees to and does hereby indemnify and hold harmless Commonwealth Land Title Company against any and all claims arising therefrom.

3. Owner has not previously conveyed the Land; is not a debtor in bankruptcy (and if a partnership, the general partner thereof is not a debtor in bankruptcy); and has not received notice of any pending court action affecting the title to the Land.

4. Except as shown in the above-referenced Preliminary Report/Commitment, there are no unpaid or unsatisfied mortgages, deeds of trust, Uniform Commercial Code financing statements, regular assessments, or taxes that constitute a lien against the Land or that affect the Land but have not been recorded in the public records.

5. The Land is currently in use as _____ ; _____occupy/occupies the Land; and the following are all of the leases or other occupancy rights affecting the Land:

   _____

6. There are no other persons or entities that assert an ownership interest in the Land, nor are there unrecorded easements, claims of easement, or boundary disputes that affect the Land.

7. There are no outstanding options to purchase or rights of first refusal affecting the Land.

8. There are no material violations of any current, enforceable covenant affecting the Property and the Undersigned has received no written notice from any third party claiming that there is a present violation of any current, enforceable covenant affecting the Property.

This declaration is made with the intention that Commonwealth Land Title Company and Commonwealth Land Title Insurance Company (the "Company") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Owner, by the undersigned Declarant, agrees to indemnify the Company against loss or damage (including attorneys fees, expenses, and costs) incurred by the Company as a result of any untrue statement made herein.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on ____ at _____.

Signature: _____ Signature: _____

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

LLC Registration – Articles of Organization

Entity Name: Greens Needles LLC

Entity (File) Number: 201833010308
File Date: 11/23/2018
Entity Type: Domestic LLC
Jurisdiction: California

Detailed Filing Information

1. Entity Name: Greens Needles LLC

2. Business Addresses:
   a. Initial Street Address of Designated Office in California: 9289 Research Drive
      Irvine, California 92618
      United States
   b. Initial Mailing Address: 9289 Research Drive
      Irvine, California 92618
      United States

3. Agent for Service of Process: Ashutosh S Kadakia
   9289 Research Drive
   Irvine California 92618
   United States

4. Management Structure: One Manager

5. Purpose Statement: The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

Electronic Signature:

The organizer affirms the information contained herein is true and correct.

Organizer: Ashutosh Kadakia

Hotel

Select investments.

Hotel (/portfolio/hotels/) Commercial (/portfolio/commercial/) Fuel (/portfolio/fuel/) Other (/portfolio/other/)

Under Development

	Location	City
Hampton Inn Riverside Downtown (http://hamptoninnriversidedowntown.com)	5th & Market	Riverside, CA
AC Hotel / Residence Inn Riverside Downtown	Mission Inn & Lemon	Riverside, CA
Hampton Inn / Home2 Suites March Air Base	Van Buren & Opportunity	Riverside, CA
TBD Hotel Mammoth Lakes	Berner & Forest Trail	Mammoth Lakes, CA
Hampton Inn Needles	O Street & Needles Highway	Needles, CA
Home2 Suites Riverside Downtown	Fairmont & Market	Riverside, CA
Fairfield Inn Victorville	Cottonwood & Monarch	Victorville, CA
Comfort Inn Miramar	Kearney Mesa & Miramar	San Diego, CA

	Location	City
Home2 Suites San Bernardino	E Brier Drive & S Gifford Ave	San Bernardino, CA

Current

	Location	City
Hampton Inn Parker (http://www.hamptonparker.com)	1110 Geronimo Ave	Parker, AZ
Best Western Plus Yuma Foothills Inn & Suites (http://www.bestwesternyuma.com)	10731 E South Frontage Road	Yuma, AZ
Best Western Plus Main Street (http://www.bestwesternbrawley.com/)	1562 E Main Street	Brawley, CA
Best Western Parker Inn (http://www.bestwesternparker.com)	1012 Geronimo Ave	Parker, AZ
Quality Inn I-15 Miramar (http://www.qualityinnmiramar.com)	9350 Kearny Mesa Road	San Diego, CA
Quality Inn I-15 Red Cliffs (http://www.qualityinnredcliffs.com)	912 Red Cliff Drive	Washington, UT
Quality Inn / Rodeway Inn Needles (http://www.qualityinnneedles.com)	1195 3rd Street	Needles, CA
Quality Inn Parker (http://www.qualityinnparker.com)	604 California Avenue	Parker, AZ
Super 8 Blythe (http://www.super8blythe.com)	550 West Donlon Street	Blythe, CA
Motel 6 Blythe (http://www.motel6blythe.com)	500 West Donlon Street	Blythe, CA

Exited

	Location	City
Best Western Cajon Pass	8317 US Hwy 138	Phelan, CA
Best Western Desert Oasis	Exit 1 I-10 S. Frontage Rd	Ehrenberg, AZ

	Location	City
Comfort Inn St. George North	974 North 2720 East	St. George, UT
Motel 6 Hurricane	650 West State Street	Hurricane, UT
Quality Inn Wickenburg	850 E. Wickenburg Way	Wickenburg, AZ
Super 8 Chandler	7171 West Chandler Blvd	Chandler, AZ
Super 8 Mesa	1550 S. Gilbert Road	Mesa, AZ

About

Greens Group is a privately held real estate development and hotel company built on a strong heritage of deep values. Greens Group has steadily grown its market presence by investing prudently, managing effectively, and operating efficiently. This year, Greens Group will celebrate its 61st year in business and continues to execute its vision of becoming one of the premier real estate developers and operators in America.

Visit Us

Greens Group, Inc.
9289 Research Drive
Irvine, CA 92618

Contact Us

P: (Phone) (949) 829-4900
F: (Fax) (949) 829-4910
E: (Email) info@greens.com

f (http://www.facebook.com/greensgroup) in (https://www.linkedin.com/company/greens-group)

Employees (/portal/) | Investors (/investors)

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Needles Hampton Inn

Greens Group

Project Number
841

Title Sheet

Oct. 25, 2016

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ RDA ☐ ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Subject: City Council Resolution No. 2019-79
A Resolution of the City Council of the City of Needles
Approving Planned Development for the Hampton Hotel by Hilton
1803 Needles Highway, Also Known as APN 0185-046-05,
0185-046-10 thru 12, 0185-086-01, Applicant: Greens Needles LLC

Background: The City has received an application for a Hampton Hotel by Hilton, proposed to be located at 1803 Needles Highway, the former site of the El Rancho Motel.

The Hotel will be a 46,000 square foot three-story building with interior entries to each of the 80 rooms. The facility will also include a meeting room, laundry, breakfast area, swimming pool, and 83 parking spaces with associated landscaping. The applicant is "Greens Needles LLC".

Attached as Exhibit "A" are the "Conditions of Approval" for the project.

Public Notification: Not applicable

Critical Timeline: The applicant is proposing to break ground in early December, 2019. Construction drawings are currently being reviewed to support this construction date.

Fiscal Impact: Transient Occupancy Taxes (TOT) to the City; employment opportunities for community members

Recommendation: Approve Resolution No. 2019-79, approving the Hampton Hotel by Hilton's Planned Development, including the "Conditions of Approval", attached as Exhibit "A".

Submitted By: **Patrick Martinez, Development Director**

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
			Agenda Item: 17

RESOLUTION NO. 2019-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING PLANNED DEVELOPMENT FOR THE HAMPTON BY HILTON HOTEL APPLICANT – GREENS NEEDLES LLC, 1803 NEEDLES HIGHWAY, ALSO KNOWN AS APN 0185-046-05, 0185-046-10 THRU 12, 0185-086-01

WHEREAS, an 80-room Hampton by Hilton Hotel (the "Project") is proposed at 1803 Needles Highway, the former site of the El Rancho Motel on approximately two-acres, comprised of four parcels, APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01; and

WHEREAS, the property is zoned General Commercial Highway (C-2), and is designated in the General Plan as Neighborhood Commercial (NC); hotels are a permitted land use in the C-2 zone, and are consistent with the NC General Plan designation; and

WHEREAS, the property is consistent with the development standards set forth in the Needles Municipal Code; and

WHEREAS, the proposed Project is 3-stories (33 feet in height), within the allowable height standard described in the Needles Municipal Code; and

WHEREAS, the elevations are well articulated by recessing rooflines and building facades to break up the massing and the architectural elevations, including different paint colors, balconies, etc. to help provide variation in form and visual interest; and

WHEREAS, parking for the Project is proposed at the rear of the building, including 83 parking spaces, so that parking is less visible adjacent to the street and highway; and

WHEREAS, the Project includes a meeting room, breakfast area, and outdoor pool with associated landscaping. The trash enclosure would be screened from view from the highway; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of The City of Needles as follows:

SECTION 1 in accordance with the California Environmental Quality Act (CEQA), the project is exempt from CEQA pursuant to State CEQA Guidelines Section 15332. This exemption applies to projects characterized as in-fill development that are consistent with general plan designations, within city limits, within an area that has no value as habitat for endangered species, does not result in significant effects and can be served by all required utilities and public services.

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, based upon the facts and analysis, and subject to the Conditions of Approval attached as Exhibit "A", the City Council makes the following findings:

1. The Project is consistent with the goals and policies established by the General Plan, since the Project would provide for expanded hotel development that supports additional tourist-oriented development and local employment;

2. This Project is consistent with the City's zoning code, particularly the purpose and intent of the

Commercial Highway (C2) zoning district in which the Project is proposed to be located and all other adopted codes, policies and standards;

3. The proposed development plan will not be detrimental to the health, safety, morals, comfort, convenience and general welfare of a person residing or working in the neighborhood, or be injurious or detrimental to property and improvements in the neighborhood or to the general welfare of the city since the property is surrounded by similar hotel and commercial land uses, will not result in significant noise, traffic, light, glare, or other potential adverse effects;

4. The proposed development plan accommodates the aesthetic quality of the city as a whole since its design is consistent with other similar projects, and incorporates attractive building elevations (including a varied roofline) and building and landscape materials;

5. The proposed development plan is compatible with, and is not detrimental to, surrounding land uses and improvements, provides an appropriate visual appearance, and with mitigation measures incorporated as conditions of approval herein would not significantly impact environmental resources under the California Environmental Quality Act;

6. The proposed development plan contributes to the orderly development of the city as a whole by providing a well-designed Project that is suitable for the location where it is proposed and surrounding land uses in the vicinity.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-79**, approving planned development for the Hampton by Hilton Hotel, applicant Greens Needles LLC, 1803 Needles Highway, also known as APN 0185-046-05, 0185-046-10 thru 12, 0185-086-01, subject to all of the following Conditions and Exhibits:

1. Exhibit A - Conditions of Approval

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest:** _____
City Clerk

Approved as to form:

_____
City Attorney

CONDITIONS OF APPROVAL
DEVELOPMENT PLAN 09172019
FOR
HAMPTON INN & SUITES

December 10, 2019

The project approval is issued to **Greens Needles LLC** for a Development Plan to establish and construct a Hotel (Use) (Hampton Inn & Suites); 46,000-square-feet three story building with 80 bedrooms, meeting room, laundry, breakfast area, swimming pool, 83 parking spaces and associated landscaping. This permit runs with the land and shall be binding upon Green Needles LLC and the owner of the subject property ("Permittee") and all subsequent successors in interest to the Permittee as to such land.

PLANNING DEPARTMENT General

1. The permittee/owner shall defend (with attorneys licensed in the state of California from a reputable law firm), indemnify and hold harmless the City of Needles, its agents, officers, and employees from any claims, damages, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul an approval of the City, its advisory agencies, appeal boards, or legislative body concerning this approval for Development Plan 09172019. The City will promptly notify the permittee of any such claim, action, or proceeding against the City and will cooperate fully in the defense.

2. The project shall be developed in conformance with all approved exhibits dated June 27, 2019. Subsequent modifications of this approval, which do not intensify the use, including but not limited to reorientation of structures, alteration of parking and circulation design, minor changes to the Conditions of Approval, interpretations of the Conditions of Approval relative to intent, necessity of, and timing, may be approved by the City Manager, unless the Director requires a Substantial Conformance or Revised Permit application in accordance with the Development Code. Materials and colors used in the construction of the building(s) shall be in compliance with those approved with this application.

3. This approval shall be used within five (5) years of approval date, otherwise it shall become null and void.

4. Prior to the expiration of this approval, the permittee/owner may request an extension of time in accordance with Development Code Section 94.13

5. Any fees due the City of Needles for processing this project shall be paid to the City within thirty (30) calendar days of final action by the approval authority. Failure to pay such outstanding fees within the time specified shall invalidate any approval or conditional approval granted. No permits, site work, or other actions authorized by this action shall be processed by the City, nor permitted, authorized or commenced until all outstanding fees are paid to the City.

6. At all times during the conduct of the use allowed by this permit, the use shall maintain and keep in effect valid licensing from appropriate local, state and/or federal agencies as required by law. Should such required licensing be denied, expire or lapse at any time in the future, this permit shall become null and void.

7. The project shall be in substantial conformance with any written project proposal information and any verbal agreements or representations made to the decision making body as part of its consideration of the project. Any proposed change substantially different than the approved project shall require an amendment to this approval in accordance with Development Code Section 94.15.

8. All parking requirements shall be in conformance with as identified on the approved site plan dated June 27, 2019 unless otherwise approved by the Planning Department. The project shall provide 83 parking spaces. All parking spaces shall be designed and improved pursuant to

Section 111 of the Needles Development Code.

9. All vehicles parked in the parking lot shall be in operable condition. At no time shall a vehicle be left parked in the parking lot for more than 72 hours, which is not owned, rented or leased by a registered guest of the hotels.

10. Four (4) accessible parking spaces(s) for persons with disabilities shall be provided as shown on approved plans dated June 27, 2019. Each parking space reserved for persons with disabilities shall: (a) be identified by a permanently affixed reflective sign constructed of porcelain on steel, beaded text or equal, displaying the International Symbol of Accessibility; (b) not be smaller than 70 square inches in area; (c) be centered at the interior end of the parking space at a minimum height of 80 inches from the bottom of the sign to the parking space finished grade; and (d) have a surface identification sign duplicating the symbol of the accessibility in blue paint of at least 3 square feet in size.

11. All lighting fixtures shall be designed with shielding or cut-off fixtures to project in a downward manner to minimize glare and to not shine directly upon adjoining residential zoned property or public rights-of-way.

12. The permittee/owner shall pay all applicable mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.

13. No signs are approved pursuant to this project approval. Prior to the installation of any on-site advertising or directional signs, a sign program shall be submitted to and approved by the Planning Department pursuant to the requirements of Article X of the City's Development Code.

14. The permittee/owner shall comply with all applicable provisions of federal, state and local ordinances in effect at the time of building permit issuance.

15. Ali plant materials within landscaped areas shall be maintained in a viable growth condition throughout the life of this permit.

16. In the event the use hereby permitted under this permit, a) is found to be in violation of the terms and conditions of this permit, b) is found to have been obtained by fraud or perjured testimony, or c) is found to be detrimental to the public health, safety or general welfare, or is a public nuisance, this permit shall be subject to revocation procedures in Article XVIII of the Development Code.

17. The permittee/owner shall obtain approval of all necessary plans for the construction of structures on the subject property in accordance with the Needles Development Code. Such plans include, but are not limited to floor plans and elevations, grading plans, landscaping plans.

18. The project shall be constructed in one phase.

19. The project site/use shall be the point-of-sale for the purpose of collecting any sales tax on goods that are sold on the site.

20. The sale of alcoholic beverages shall be subject to compliance with the City's Development Code Section 16.44.030.

21. Mechanical or other utility equipment required by this project (use) shall be screened whether it is located on the roof, side of the building or on the ground. The method of screening shall be architecturally integrated in terms of materials, color and form. Roof top equipment should be integrated into the design of the building. An interior room, with direct access, shall be provided for the placement of any additional main utility electrical switch gear distribution, roof access ladders and fire risers.

    Any mechanical equipment and vents (ground or rooftop) shall be screened from view from any public right of ways, landscaping area, open space and parking area. Line of sight details shall be included in the plans for building permit issuance and stamped by a licensed architect. In addition, details including the height of the roof-top equipment and height of the parapet must be a detail within the plans for building permit issuance. Also, during the review of the building plans,

the design of a proposed screening method shall be included within the building plans in the event the roof top equipment is visible.

If any time during the building inspection process, any roof-top equipment is found to exceed the height provided in the details of the approved plans for building permit issuance, the applicant must submit proposed method for screening of the equipment. Approval of such screening method is at the discretion of the Planning Department.

22. If human remains are encountered through implementation of this Project, California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the Coroner has made the necessary findings as to the origin. Further, pursuant to California Public Resources Code Section 5079.98(b) remains shall be left in place and free from disturbance until a final decision as to the treatment and disposition has been made. If the Coroner determines the remains to be Native American, the Native American Heritage Commission shall be contacted within a reasonable time frame. Subsequently, the Native American Heritage Commission shall identify the "most likely descendent." The most likely descendent shall then make recommendations, and engage in consultations concerning the treatment of the remains as provided in the California Public Resources Code Section 5097.98

    Any sacred sites, should they be encountered within the project area, shall be avoided and preserved as the preferred mitigation, if feasible.

    If inadvertent discoveries of subsurface archaeological resources are discovered during grading, the permittee/property owner, a designated archaeologist, and the appropriate Tribe shall assess the significance of such resources and shall meet and confer regarding the mitigation for such resources. If the property owner and the Tribe cannot agree on the significance or the mitigation for such resources, these issues will be presented to the City Manager for decision. The City Manager shall make the determination based on the provisions of the California Environmental Quality Act with respect to archaeological resources and shall take into account the religious beliefs, customs, and practices of the Tribe.

Prior to building permit issuance

23. Construction Trailer: If a construction trailer is proposed for this project a Temporary Use Permit application shall be submitted to the City for review and approval prior to building permit issuance and placement of the trailer.

24. The permittee/owner shall pay all applicable fees, mitigation fees or provide proof that all required fees have been paid in accordance with City policies and ordinances in effect at the time of permit issuance.

Prior to building inspection

25. The permittee shall contact the Building Department a minimum of 72-hours (to allow for scheduling) prior to any final inspection for this project.

<u>LANDSCAPING</u>

Prior to the issuance of building permits

26. Three copies of construction landscaping plans shall be submitted to the Planning Department and approved. A licensed Landscape Architect shall prepare the plans.

27. The above-described plans shall be in substantial conformance with the plans as approved by the City Administrative Staff, Planning Commission and/or City Council. Notes, details, and specifications shall be included.

28. All parking lot planting areas, curbing, irrigation, and bumper overhang shall be consistent with Section 11.04.19. of the Needles Municipal Code.

29. All overhead light fixtures and utilities shall be identified on the grading and site plan prior to approval of the grading and site plans.

30. All planter areas shall be a minimum of 5 feet wide excluding curbs and required concrete strip adjacent to parking spaces (12" wide by 4" deep doweled into the 6" wide curb or 12" wide by 12" deep integrally poured curb) and excluding walkways, walls, wall footing encroachment, and overhead obstructions.

31. All trash enclosures shall be covered with architectural treatment to blend with the buildings as approved by the Planning Department.

32. Planting areas adjacent to streets shall have trees provided at the rate of one for each 30 lineal feet of landscaped area.

~~33.~~ Above ground utility locations shall be approved with prior permission of the Utility Departments. All double detector check and backflow assemblies shall identified on the grading or site plan prior to approval of the site plan. The detector check /backflow devices shall be painted a neutral/earth-tone color and any pipes extending above ground shall be finished and painted to match the device.

34. All irrigation in shrub areas shall be designed and installed using drip irrigation. All irrigation in turf areas shall be designed and installed using low flow type irrigation rotors or spray heads.

35. A weather-based irrigation controller shall be installed that measures evapotranspiration. A rain shut off device shall be installed connected with the irrigation controller.

36. Plant materials within shrub areas shall be drought-tolerant, water-efficient and hydro- zoned. Low water use plants, according to Water Use Classification of Landscape Species (WUCOLS) IV, shall be predominantly designed into the landscape.

Prior to the issuance of occupancy permits

37. All required landscaping and irrigation systems shall be installed in a condition acceptable to the City. The owner's Landscape Architect shall provide inspection of the landscaping. The owner's Landscape Architect shall provide the City with a Certificate of Compliance stating that the landscaping was installed per the approved plans. The City will review the Certificate of Compliance and conduct inspections to ensure that the landscape installation is in compliance with the approved landscape plans.

DEPARTMENT OF PUBLIC WORKS

38. Unless stated otherwise, all conditions shall be completed by the permittee/owner at no cost to any Government Agency.

General requirements

39. It is understood that the Conceptual Grading Plan correctly shows all existing easements, traveled ways, and drainage courses, and that the omission may require the map or plans associated with this application to be resubmitted for further consideration.

40. A precise grading permit shall be obtained from the Engineering Dept. prior to commencement of any construction outside of the City-maintained road right-of-way.

41. An encroachment permit shall be obtained from the Engineering Dept. prior to commencement of any construction within an existing or proposed City right-of-way or easement.

42. Coordinate with adjacent property owners affected by grading, street, utility and drainage improvements necessary for the onsite, frontage, and offsite improvements. Be solely responsible for acquisition of any necessary easements and agreements prior to grading permit or improvement approval whichever comes first. If necessary, the agreements shall address maintenance, erosion control, and be notarized in a format acceptable to the City Engineer.

43. All designs shall conform to the City of Needles Municipal Code, Development Code, Standard Drawings, and Circulation Element unless otherwise approved by the City Engineer.

44. Prior to approval of any grading plan, improvement plan; submit clearances from all applicable agencies, and pay all outstanding plan check and processing fees.

PRIOR TO ISSUANCE OF ANY GRADING PERMIT, UNLESS OTHER TIMING IS INDICATED, THE PERMITTEE/DEVELOPER SHALL COMPLETE THE FOLLOWING OR HAVE PLANS SUBMITTED AND APPROVED, IMPROVEMENT AGREEMENTS EXECUTED AND SECURITIES POSTED:

45. Pay to the City all Development Impact Fees applicable at time of building permit issuance or as otherwise approved by ordinance. In the event these fees have been previously paid, the permittee/owner shall provide proof of payment.

46. If necessary, the permittee/owner shall make a good faith effort to acquire the required off-site property interests (easements, rights of way, construction access, etc). The notarized agreements or easements shall be in a format acceptable to the Engineering Department and shall designate maintenance responsibilities conforming to those stated on the approved Conceptual Grading Plan. The agreement shall also address, but not be limited to, access to the existing properties and utility services during construction, retaining walls, erosion control, and advance notice of construction start. Record all agreements and easements and show the recording information (instrument and date) on the appropriate plan(s).

47. A Precise Grading Plan shall be prepared by a registered Civil Engineer in accordance with City standards and approved by the City Engineer prior to commencement of any grading. The plan shall incorporate adequate erosion control measures to protect the site and adjoining properties from damage due to erosion.

48. Prior to commencing of any clearing, grading in excess of 50 cubic yards, or paving in excess of 3,000 square feet, the Permittee/Developer shall obtain a grading permit and approval prior to issuance of a building permit.

49. A comprehensive Geologic and Geotechnical Report shall be prepared by a registered Civil or Soils Engineer and submitted to the Engineering Department with the initial grading plan check. The report shall address in situ soils conditions, identify any geotechnical hazards for the site, provide recommendations for the construction of engineered structures, preliminary pavement sections, slope stability, identify and located faults, and confirm the buildings have sufficient setback from the fault but not be limited to just these items. All recommended measures identified in the report shall be incorporated into the project design. The report may be subject to a third-party review at the discretion of the City Engineer if in a Geologic Special Study Zone.

50. A haul permit is required prior to hauling dirt or construction debris onto or off the site. Submit a proposed haul route plan and comply with all conditions and requirements the City Engineer may impose to the hauling operation.

NOI, SWPPP, WQMP

51. Prior to issuance of a grading permit or other construction activities, the permittee/owner shall provide the following to City staff:

    a. A copy of the Notice of Intent (NOI) and Waste Discharge Identification (WDID) number from the State Water Resources Control Board.

    b. An adequate Storm Water Pollution Plan (SWPPP) shall be available to State and City Inspectors at the job site prior to commencing construction. The permittee/owner shall be responsible for implementation, monitoring, operation and maintenance of the SWPPP until all improvements have been accepted by the City or construction is complete, whichever is later. A Notice of Termination (NOT) can then be filed with the State Water Resources Control Board.

    c. A Final project-specific Water Quality Management Plan (WQMP) shall be submitted to the City for approval with the grading plan check application and approved

by the City Engineer prior to issuance of a grading permit. It shall incorporate, but not be limited to, the following: site design BMP's, applicable source control BMP's, treatment control BMP's, long term operation and maintenance requirements, inspection and maintenance checklist; record a restrictive covenant to ensure operation, maintenance, funding, and transfer of requirements. The post-construction best management practices (BMPs) outlined in the approved Final project-specific WQMP shall be incorporated in the Precise Grading Plan.

52. A copy of the Final project-specific WQMP shall be kept onsite at all times. The permittee/owner shall make the occupants, tenants, staff, employees, and contractors aware of this document and educate them on the contents.

53. The permittee/owner shall allow the City to enter the premises to conduct periodic inspections to ensure that the Final project-specific WQMP is being implemented, maintained, and to review the inspection and maintenance records.

54. All grading activities shall minimize dust through compliance with AQMD Rule 403 which requires watering during earth moving operations.

55. Post security and enter into an agreement guaranteeing the grading and erosion control improvements in conformance with applicable City Standards and subject to approval by the City Engineer.

DRAINAGE

56. Provide a hydrologic and hydraulic study prepared by a registered Civil Engineer which identifies storm water runoff quantities from the site and upstream of the site. The study shall show all existing or proposed offsite public or private drainage facilities intended to discharge this runoff. The study shall include a capacity analysis verifying the adequacy of the facilities. Runoff from the development or partial phase of development of the property shall not exceed the existing natural discharge quantities with respect to the following criteria:

    a. For projects less than 10 acres, including those less than one acre NOT using volume based water quality measures shall analyze and mitigate the difference in developed and undeveloped runoff for a 10-year storm. A simplified hydrograph method shall be used that simulates the hydrograph with a triangle. The Rational method flow rate shall be the top value of the triangle and the base width shall be two times the time of concentration (Tc). The difference in area between the developed condition triangle and the existing condition triangle represents the required storage volume. Both triangles shall use time of concentration from the developed condition. Based upon the storage volume head, the outlet structure shall have an outlet flow no larger than the existing flow rate.

    b Projects that are 10 acres or greater shall analyze for the 1, 3 ,6 and 24-hour duration for the 2, 5 and 10-year frequency storms.

    The design of detention basins shall provide for the detention of nuisance flow. Development shall detain the year and duration incremental storm runoff developed and or increased by means of on-site detention. Detention techniques shall include, but not be limited to: Parking lot detention or on-site detention basin or other methods approved by the City Engineer. Detention shall not be required in the event facilities downstream from the point of discharge are shown to be designed for and have been constructed to convey the 100 year storm event. Evidence of a maintenance mechanism shall be provided for the basins, If project discharges/connects to an off-site detention basin, provide permission to drain/connect correspondence from the owner of basin or system. Off-site detention basins require a Declaration of Dedication. All detention measures shall have positive drainage with a minimum 48hr draw-down time and be empty within 72 hours. Standing water is not permitted.

57. Street storm flows **shall** not exceed top of curb for the 10-year storm event and must be contained within the street right-of-way for the 100-year storm event.

58. Alteration the existing drainage pattern, concentration or diverting flows is not allowed. If allowed, protection shall be provided by constructing adequate drainage facilities including enlarging existing facilities and/or securing drainage easements or permission via a notarized letter of permission or agreement. A maintenance mechanism shall be in place for any private drainage facilities constructed onsite. A manhole shall be constructed at right of way line where private storm drain facilities connect to the public storm drain facilities.

59. Accept and properly dispose of all offsite drainage flowing onto or through the site.

60. If possible, all drainage shall be conveyed onto public property. Drainage flowing cross lot is not permitted.

STREET IMPROVEMENTS

61.a Design, dedicate to city the sidewalk section along Broadway.

b. Remove existing retaining wall and footing and compact and make grade ready for new sidewalk

SEWER AND WATER

63. Verify capacity of proposed sewer and water systems and provide approval by the governing Sewer and Water District that the proposed sewer and water system is compliant with the District's master plan.

64. Design and guarantee the construction of all sewer and water improvements necessary to serve this project.

MAPPING AND SURVEY

65. Prepare and process legal descriptions for easements, when required for ingress egress, roadway slopes, landscape easements, drainage facilities, utilities, etc. All offers of dedication and conveyances shall be submitted for review and recorded as directed by the Engineering Department. On-site drainage facilities located outside of road right-of-way shall be contained within private drainage easements as determined to be necessary. A note shall be added stating, "Drainage easements shall be kept free of buildings and obstructions." The permittee/owner shall incur all costs associated with the formation of a suitable maintenance district for all associated slope and drainage easements, including landscaping and access.

66. All easements and/or right-of-way dedications shall be offered for dedication to the public or other appropriate agency and shall continue in force until the City accepts or abandons such offers. All dedications shall be free from all encumbrances as approved by the Department of Public Works.

69. If CC&R's are prepared or the existing CC&R's are modified, Include two copies of the CC&R's with the first submittal of the precise grading plan check review. The City Attorney shall approve the CC&R's prior to approval of the final map by the City Council. The CC&R's shall include language to notify the property owners and occupants of the requirements to implement the approved final project-specific WQMP.

70. All existing street and property monuments within or abutting this project site shall be preserved. If monuments are damaged or destroyed, the permittee/owner shall retain a qualified licensed land surveyor or civil engineer to reset those monuments per City Standards and file the necessary information with the County Recorder's office as required by California Business and Professions Code Section 8771. If damaged, existing monuments that are no longer relevant as a result of the parcel merger/lot line adjustment do not have to be replaced.

71. Provide one hard copy and electronic copy of the Precise Grading Plan. The electronic copy shall be in an AutoCAD format to the satisfaction of the City's GIS Department.

UTILITIES

72. All existing and proposed utility systems including gas, electric (under 33kv), telephone, water, sewer,

and cable TV shall be installed underground, with easements provided as required, and designed and constructed in accordance with City Codes and the utility provider.

73. All dry and wet utilities must be installed prior to the placement of final cap or lift of asphalt paving to avoid new street improvements from being disturbed by cores, saw cuts, rock wheeling, and all other excavations.

PRIOR TO ISSUANCE OF BUILDING PERMITS

74. All easements, agreements of improvements, offsite construction, and dedication for required rights-of-way shall be approved by the Engineering Department.

75. The building pad shall be certified by a registered Civil Engineer for location and elevation, and the Soils Engineer shall issue a Final Soils Report addressing compaction and site conditions.

76. Pay to the City the applicable Development Impact Fees as required by, and in accordance with City Ordinance 196-98.

PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY

77. Final grading of the subject property shall be in accordance with the California Building Code, the approved grading plan, the conditions of the grading permit, City Grading Manual and accepted grading construction practices. The final grading shall be in substantial conformance with the approved Conceptual Grading Plan.

78. All improvements required shall be constructed and completed per the approved plans and City standards to the satisfaction of the City Engineer.

79. All sewer and water improvements shall be constructed and completed in accordance with the Sewer and Water standards.

80. Provide one set of Mylars and "As-Built" drawings of the grading and improvement plans.

BUILDING AND SAFETY DEPARTMENT General

81. All structures shall comply with the current California Building Codes (CBC), and related Codes and Ordinances of the City of Needles. Three (3) sets of plans shall be submitted for a building permit, and shall include building data, building use/occupancy, construction type, allowable area increases and actual building square foot area, building setbacks, related building means of egress and ensuing egress discharge to the public right-of-way.

82. Required CBC, site facility accessible exterior routes of travel, as defined in the current California Building Code (CBC); transition components etc., shall be provided, which shall be shown on an architectural site plan, and shall correlate with the civil designed precise grade plan. All design and details shall comply with California State guidelines as outlined in Title 24 California Building Code. The property owner shall be responsible for Federal ADA compliance.

83. Plans submitted during the permitting process, including but not limited to, site plan, precise grade plans and building architectural features, shall not vary substantially, from plans previously reviewed and Approved by the Planning, Engineering or other City Departments, without prior authorization from the City Planner, Public Works Director and/or Building and Safety Manager.

84. All exterior lighting shall be shown on building permit plans.

BUILDING PERMIT APPLICATION

85. Plans submitted for building construction shall contain a full size copy of the Final Approved set of city departments Conditions of Approval.

86. Two sets of signed soil reports shall be submitted and correlate with building foundation design by reference. The report shall be from an individual licensed by the state to prepare such report, including compaction test results and verification of satisfactory placement, of any fill

material used to support the foundation of any building or structure, in accordance with accepted engineering practice or, as recommended in any engineering geology preliminary report for any engineered grading design.

87. Separate permits shall be obtained from the City of Needles Building & Safety Department, for individual structures e.g., monument signs, building wall signs, masonry walls, retaining walls, temporary power etc. Temporary power and temporary wiring shall comply with the current California Electrical Code.

PRIOR TO BUILDING FINAL

88. Final permit approvals shall be obtained, and any outstanding fees shall be paid to all City Departments/Divisions which may include Fire, Planning, Engineering, Building & Safety, prior to a tenant occupancy of a building permitted as a "shell only" building, a building shell "Notice of Inspection Completion", and the issuance of a Certificate of Occupancy from the City of Needles Building & Safety Division.

FIRE DEPARTMENT BUILDING PLAN SUBMITTAL

89. Applicant to submit plans to the San Bernardino County Fire Dept. for approval prior to issuance of building permit; Applicant to comply with all requirements identified by the San Bernardino County Fire Dept.

ACCESS REQUIREMENTS

90. All road surface improvements shall be in place with all weather surfacing, acceptable to fire staff, prior to construction of any buildings within this project.

PRIOR TO OCCUPANCY

91. Building Numbering: Each building within the complex shall be separately identified by a letter and/or number. The number/letter must be visible from a distance of at least 100 feet and large enough (at least 12 inches in height and a contrasting color from the building) and appropriately placed to be clearly seen by emergency responders. The number/letter of the building shall also be marked with a reflectorized material (at least 24 inches in height) on the roof of the building which does not negatively impact the aesthetics of the project.

92. The parking lot of the premises shall be equipped with lighting of sufficient power to illuminate and make easily discernible the appearance and conduct of all persons on or about the parking lot.

93. Lighting in the parking area of the premises shall be directed, positioned and shielded in such a manner so as not to unreasonably illuminate the window area of nearby residences.

94. The petitioner(s) shall be responsible for maintaining free of litter the area adjacent to the premises over which he has control.

95. Graffiti shall be removed from the exterior walls and windows of the premises within 24 hours of discovery at the expense of the owner or property manager.

NEEDLES SCHOOL DISTRICT

96. The permittee/owner shall pay the applicable Needles Unified School District fees prior to building permit issuance.

END CONDITIONS

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Agreement to Issue H- Street Patient Care a Temporary Certificate of Occupancy for the building located at 101 W Spikes Road, Also known as APN# 0650-431-10-0000

Background: May 30, 2017, the City Council approved Resolution 2017-42 also known as Conditional Use Permit No. 04-05-2017-1 PC and Resolution 2017-43 also known as Conditional Use Permit No. 04-05-2017-2 PC, approving a medical marijuana manufacturing and cultivation facility at the Property subject to Conditions of Approval described in Exhibit "B" attached hereto in the agreement.

On May 29, 2018, the City Council approved Resolution 2018-24 also known as Conditional Use Permit No. 04-18-2018-1 PC approving a medical marijuana distribution facility at the Property subject to Conditions of Approval described in Exhibit "B" attached hereto in the agreement.

The property as of November 5, 2019 has two (2) Conditions of Approval which are not life or safety conditions that still be completed.

H- Street Patient Care has requested a Certificate of Occupancy for the building to certify the Property is compliant and is suitable for occupancy. City Staff has reviewed with H- Street Patient Care, Inc each of the two (2) Conditions and City Staff has agreed to provide Owner a six (6) month time period during the term of the temporary Certificate of Occupancy to correct all remaining conditions by May 12, 2020. H- Street Patient Care has agreed to the estimated costs of to correct all conditions attached hereto as Exhibit "D" in the agreement.

The City has identified the following costs to remedy each of the two (2) Conditions to be Fifty-Two Thousand Seven Hundred Twenty-Six Dollars ($57,526.25). H- Street Patient Care, shall provide financial assurance in the amount of Fifty-Two Thousand Seven Hundred Twenty-Six Dollars ($57,526.25), in a form that is acceptable to City in City's sole and absolute discretion, before issuance of the six (6) month temporary Certificate of Occupancy, to assure that the Work is timely completed. The City has agreed to hold the financial assurance funds, solely and exclusively for the assurance of completion of the Conditions of Approval. As each of the two (2) Conditions of Approval are completed to the satisfaction of the City the Owner will have the bond returned within 30 days of such satisfactory completion according to the costs that are described in the proposed

#18

Agreement (Exhibit "D"), on the property identified in Exhibit "A" by May 12, 2020 attached hereto and incorporated herein by this reference.

At the November 12, 2019 City Council meeting this item was tabled for the December 10, 2019 council meeting. At the November 12, 2019 Council meeting the applicant volunteered to add fencing to his property. The applicant has provided a site plan and a letter of commitment for the proposed fencing at 101 Spikes Road (attached).

Fiscal Impact: Full cost recovery of remaining two (2) Conditions if work is not completed by H- Street Patient Care.

Environmental Impact: This project is categorically exempt under the California Environmental Quality Act, CEQA Guidelines, Section 15301(a), (Existing Facilities, interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances). The proposed use will involve tenant improvements to an existing commercial building facility.

Recommended Action: Approve the Agreement with H- Street Patient Care a Temporary Certificate of Occupancy for the building located at 101 W Spikes Road, Also known as APN# 0650-431-10-0000 subject to conditions including the applicants proposal to add fencing.

Submitted By: Patrick Martinez, Director of Development Services

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐
		Agenda Item: 18	

Patrick Martinez

From: harry ezajian
Sent: Wednesday, November 27, 2019 4:36 PM
To: Patrick Martinez
Subject: Re: Concurrence Required - Fence graphics.pdf

The fencing will take place within a month after getting my CFO for cultivation / actually the whole project should fallow right after . Sidewalk /curb/gutter and fencing in a timely manner. Depending on contractors Schedule. In reality if all plans out project should start in or before January 2020.
Sent from my iPhone

On Nov 27, 2019, at 3:57 PM, Patrick Martinez <pmartinez@cityofneedles.com> wrote:

Harry,

Can you also provide a short email/letter to the City that commits you to the modification to your fencing. Provide a timeline as well.

Best Regards,
Patrick J. Martinez
Director of Development Services|City of Needles
760-326-2115 ext 126
Pmartinez@cityofneedles.com
Sent from my mobile device.

From: harry Ezajian <h
Sent: Wednesday, November 27, 2019 3:17:37 PM
To: Cindy Semione <csemione@cityofneedles.com>
Cc: Patrick Martinez <pmartinez@cityofneedles.com>
Subject: Re: Concurrence Required - Fence graphics.pdf

On Nov 25, 2019, at 3:55 PM, Cindy Semione <csemione@cityofneedles.com> wrote:

<11-25-2019 - Fence graphics.pdf>

Proposed Wrought Iron Fencing—6' Tall

Proposed Wrought Iron Gates—6' Tall

Proposed Chain Link Fence Continuation —6' Tall

CONCUR: _____ _____

Harry Ezajian Date:

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: City Council Resolution 2019-78
Request for a Six-Month Extension for Eight (8) Conditional Use Permits scheduled to expire on December 11, 2019, for Marijuana Facilities located at 320 Balboa St., as follows:

2017-94	Cultivation – Bldg 1D	2017-98	Cultivation – Bldg 4A
2017-95	Cultivation – Bldg 2A	2017-99	Cultivation – Bldg 4B
2017-96	Cultivation – Bldg 3A	2017-100	Manufacturing- Bldg 1B/1C
2017-97	Cultivation – Bldg 3B	2017-101	Distribution – Bldg 1A

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicant has submitted documentation outlining the actions taken since the City Council approved a six-month extension on June 11, 2019, attached as Exhibit "A", including several lot-related corrections to ultimately create separate parcels for each building to provide lower cost investment opportunities. The applicant is also utilizing a website (greenmedicalcenter.net) to market the properties.

In an effort to continue the progress the applicants are making in moving forward, the applicant is requesting that a six-month extension be attached to the eight (8) Conditional Use Permits identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-78 approving a Six-Month Extension to the life of eight (8) Conditional Use Permits identified above, expiring on December 11, 2019, and extending to June 9, 2020.

Attachment: Exhibit "A" work completed

Submitted By: **Patrick Martinez, Development Director**

City Management Review: Rick **Date:** 12/3/19

Approved: ☐	Not Approved: ☐	Tabled: ☐	Other: ☐ Agenda Item: 19

CITY COUNCIL RESOLUTION 2019-78

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR EIGHT (8) CONDITIONAL USE PERMITS (CUP) ISSUED FOR MARIJUANA FACILITIES AT 320 BALBOA EXPIRING ON DECEMBER 11, 2019

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permits for marijuana facilities identified below received approval by the City Council on December 19, 2017 and are scheduled to expire on December 11, 2019 per Resolution No. 2019-25:

2017-94	Cultivation – Bldg 1D	2017-98	Cultivation – Bldg 4A
2017-95	Cultivation – Bldg 2A	2017-99	Cultivation – Bldg 4B
2017-96	Cultivation – Bldg 3A	2017-100	Manufacturing-Bldg 1B/1C
2017-97	Cultivation – Bldg 3B	2017-101	Distribution – Bldg 1A

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Needles as follows:

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permits identified above for a period of six months, expiring on June 10, 2020.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-78**, approving a six month extension period for the life of the Conditional Use Permits identified above, expiring on June 10, 2020.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

Deer Park Development Corporation
P.O. Box 2224
Big Bear City, CA 92314

Rick Daniels, City Manager
City of Needles
817 Third St.
Needles CA 92363

November 11, 2019

Attn: Cindy Semione, Planning Department

Re; Extension of Time: CUP's 2017-94 through 101, inclusive

Dear Mr. Daniels,

Deer Park Development Corporation's eight CUP's were approved by Needles City Council Resolutions No. 2017-94 through 2017-101, inclusive, on December 19, 2017. These CUP's were subsequently extended by the City Council and are now scheduled to expire on December 11, 2019.

Deer Park Development Corporation has diligently progressed on their project by correcting a building encroachment on two of their buildings with a Lot Line Adjustment and recorded Certificate of Compliance. They have filed and received approval of a Lot Merger Application and await the City's preparation of an additional Certificate of Compliance. Deer Park has also prepared and filed a second Lot Line Adjustment to adjust the Merger lines to fit the existing buildings and eliminate the current conflicting lot boundaries. This will give Deer Park sellable lots and the ability to attract financing to complete the various requirements of the CUP's.

Additionally, Deer Park Development Corporation has aggressively marketed their project by actively listing the property for sale through Costar and LoopNet and has developed a website (greenmedicalcenter.net) to facilitate their marketing effort. This effort has brought significant international attention to the project and to the City of Needles.

Deer Park Development Corporation hereby respectfully requests a six month or longer extension of time to allow for the completion of the Lot Merger and Lot Line Adjustment, as well as the extensive Conditions of Approval of their eight CUP's.

If you need additional information, or have any questions, please call.

Sincerely,

Walter Ron Kemper

Walter Ron Kemper, President

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: City Council Resolution 2019-83
Request for a Six-Month Extension for Two Conditional Use Permits scheduled to expire on December 11, 2019, for Marijuana Manufacturing and Distribution buildings located at 2208 Needles Highway, the former "Relax Inn" Hotel

Suite A	Marijuana Manufacturing Facility	Approved via 2018-70
Suite B	Marijuana Distribution Facility	Approved via 2018-71

Background: Section 94.13(a) of the City's Zoning Code provides the conditions in which a Conditional Use Permit may be extended. The applicants have submitted documentation outlining the actions taken since the City Council approval on November 13, 2018, attached as Exhibit "A". The applicant was pursuing the engagement of an engineer for document design, and paused the activity to plan a wedding, and then was unable to contract the engineer because of his workload. The applicant is again pursuing the services of an engineer for drawing design.

In an effort to continue the progress in moving forward, the applicant is requesting that a six-month extension be attached to the two Conditional Use Permits identified above.

Critical Timeline: Applicant's timeline is to be in production as outlined on Exhibit "A".

Fiscal Impact:
1. The 10% of gross sales of medical marijuana business tax (voter approved (2012).
2. Valuation of new buildings – added to city tax rolls.
3. NPUA – electric/water/sewer usage revenue.
4. Recurring business license and permitting fees.
5. A 25% State tax – a portion of which will be passed to local government, as enacted by the approval of Proposition 64 in November 2016.
6. Statewide 10% sales tax, the city's share is 1%.

Environmental: The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

Recommendation: Approve Resolution 2019-83 approving a Six-Month Extension to the life of two (2) Conditional Use Permits identified above, expiring on December 11, 2019, and extending to June 11, 2020.

Attachment: Exhibit "A" work completed

Submitted By: **Patrick Martinez, Development Director**

City Management Review: Rick **Date:** 12/3/19

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

Agenda Item: 20

"A"

December 2, 2019

Cindy Semione

City of Needles

Sent Via E-Mail: Csemione@cityofneedles.com

Re: Conditional Use Permit# 11-07-2018-2-PC and II-07-2018-3PC

Dear Cindy

We are writing you in order to be in compliance with the requirements and to request a 6 month extension of time for our Conditional Use Permits (herein referred to as CUP) for the property Located at 2208 Needles Highway, Needles. Permit numbers as stated above.

We need the extension of time because; Being able to get an Engineer has been difficult. Bill Cyr was kind enough to recommend Dan Cline who, at first, was difficult to reach, then sent us an estimate,but during that time I was travelling back and forth To New York as I was getting married. Unfortunately, upon my return I could not get in touch with him.

The need for the extension is due to the fact that I was finally able to find a contractor who Is willing to go out to Needles, he is in the process of drawing plans and getting me the bid To bring the property in compliance with the needles request. We anticipate this taking approximately 6 months westher permitting,

My assistant was finally able to reach him, after numerous attempts and was told that hewas too busy to even have a discussion. We were ready to send a deposit to begin the process but instead we are back to having to locate another Engineer to continue and complete the plans.

Our goal and intent is to obtain the certificate of occupancy in order to get the business up and running as soon as possible.

I appreciate your input and the planning committee's consideration for extending our CUP's for an additional six (6)months.

Respectfully submitted

David M Posner

CITY COUNCIL RESOLUTION 2019-83

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEEDLES APPROVING AN EXTENSION OF TIME FOR TWO CONDITIONAL USE PERMITS (CUP) ISSUED FOR A MARIJUANA MANUFACTURING FACILITY, SUITE "A", 2018-70, AND A MARIJUANA DISTRIBUTION FACILITY, SUITE "B", 2018-71, AT 2208 NEEDLES HIGHWAY, THE SITE OF THE FORMER "RELAX INN" HOTEL

WHEREAS, on January 10, 2017 City Council Ordinance No. 588 was approved allowing marijuana facilities in zones C1, C2, C3, M1 and M2, with a Conditional Use Permit and Regulatory Permit; and

WHEREAS, the Conditional Use Permits identified above received approval by the City Council on November 13, 2018, an extension was approved by Resolution No. 2019-21 and are scheduled to expire on December 11, 2019; and

WHEREAS, in accordance with Section 94.13(a) of the City's Zoning Code the applicant has taken actions identifying the work that has been accomplished since City Council approval, identified and attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Needles as follows:

SECTION 1. The proposed project was reviewed and determined to have no potential to generate significant adverse impacts on the environment, and therefore is exempt from CEQA pursuant to CEQA Guidelines §15061(b)(3).

SECTION 2 The City Council HEREBY FINDS AND DETERMINES, with reports and findings, that facts do exist to extend the life of the Conditional Use Permits identified above for a period of six months, expiring on June 11, 2020.

SECTION 3. The City Council HEREBY APPROVES Resolution **2019-83**, approving a six month extension period for the life of the Conditional Use Permits identified above, expiring on June 11, 2019.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Needles, California, held on the 10th day of December, 2019, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Mayor

(Seal) **Attest**: _____
City Clerk

Approved as to form:

_____
City Attorney

City of Needles, California

☒ CITY COUNCIL ☐ UTILITY BOARD ☒ NPUA ☐ RDA ☒ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Accept the bid from **Phillips Excavating Inc** in the amount of $38,190.00 to install the water and sewer laterals crossing Needles Hwy in 3 locations within the next 3 weeks and authorize staff to issue a Notice of Award and Notice to Proceed.

Background: Time is of the essence as this project will need to be completed before the beginning of the year 2020 prior to the new road being paved. In order to serve the future residential and commercial customers on the west side of Needles Hwy with water and sewer it is necessary to install 60' of water and sewer lines in 3 locations prior to Needles Hwy being paved.

On November 27, 2019 an invitation to bid was published in the Needles Desert Star Newspaper, however was released on November 20, 2019. The City received a bid from Phillips Excavating Inc on December 5, 2019 in the amount of $38,190.00

Fiscal Impact: The sewer and water departments will supply materials and will deliver to the contractor on site. The bid is for labor only for the installation of waterlines in the 3 locations costing $17,040 and sewer lines for the 3 locations costing $21,150.

Total Project Cost is funded by North Needles Water & Sewer Development Impact Fees subject to verification or the Water & Sewer Asset replacement funds will be used.

Sylvia Miledi Sylvia Miledi

Recommendation: Accept the bid from **Phillips Excavating Inc** in the amount of **$38,190.00** to install the water and sewer laterals crossing Needles Hwy and authorize staff to issue a Notice of Award and Notice to Proceed.

Submitted By: Tammy Ellmore, Engineering Tech II

City Management Review: Rick **Date:** 12/6/19

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

AGENDA ITEM: 21

City of Needles
SEALED BID OPENING
THURSDAY, 12/5/2019
DATE – 3:30 P.M.

	BIDDER	DECLARATION	ADDENDUMS	BID BOND	DIR Registered	TOTAL BID
1	PHILLIPS EXCAVATING INC.	X	-	X	X	$ 38,190.00
2						$
3						$
4						$
5						$
6						$
7						$
8						$
9						$
10						$

Present at Opening:

Rainie Torrance
Tammy Ellmore
Dale Jones

Recorded by: Dale Jones
Dale Jones

Last Updated: 12/6/2019 8:17:22 AM

City of Needles, California
Request for City Council Action

☒ CITY COUNCIL ☐ NPUA ☐ Regular ☐ Special

Meeting Date: December 10, 2019

Title: Accept the resignation of Councilmember Hazlewood

Background: On December 10, 2019 Councilmember Hazlewood submitted the attached letter of resignation from the City Council effective immediately. Charter Section 504 "Vacancies" reads as follows:

Sec. 504. Vacancies

Vacancies in the council from whatever cause arising shall be filled either by appointment by the council or by election. Within 30 days of the occurrence of a vacancy in the council, the council shall either appoint a person to hold office for the unexpired term of the former incumbent or call a special election to fill the vacancy. If the council calls a special election to fill the vacancy, upon the calling of the special election, the council may appoint a person to hold office until the date of the special election.

If at the time a vacancy occurs, the council has three or more appointive members, the council must call a special election to fill the vacancy and may appoint a person to hold office until the date of the special election.

A special election called to fill a vacancy shall be held on the date of the next regularly-scheduled election to be held throughout the City, not less than 90 days from the calling of the special election. (Amended by vote of the people 4-9-96)

Although previously cancelled, the next regularly scheduled Council meeting will be Thursday, December 26, 2019 or an adjourned regular meeting can be called prior to January 9, 2020 to make a possible appointment.

Fiscal Impact: Unknown

Recommendation: Accept the resignation and provide direction to authorize the City Clerk to advertise to fill the vacancy of the unexpired term which is November/December 2020 or call a special election to fill the vacancy.

Submitted By: City Clerk Jones

City Management Review: _____ **Date:** _____

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

Agenda Item: _____