

**CITY OF GREENFIELD  
CITY COUNCIL REGULAR MEETING  
OCTOBER 27, 2020 @ 6:00 P.M.**

Attendance and Public Comment Changes Due to COVID-19

The Greenfield City Council will be conducting its regular meeting on October 27, 2020. Given the current Shelter-in-Place Order covering Monterey County and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the City is implementing the following changes for attendance and public comment.

The City Council meeting to be held on October 27, 2020 at 6:00 p.m. will **only be accessible online**. The meeting may be viewed through the following options:

- Facebook Live: <https://www.facebook.com/GreenfieldCA/>
  
- Join Zoom Meeting
- Please click the link below to join the webinar:
- <http://meeting.ci.greenfield.ca.us>
- Meeting ID: 813 7701 1865
- Password: 556708
  
- Para escuchar en Español marque (520) 420-9593

The City will also provide links to these streaming options on the City's website and on its Facebook page. Unfortunately, physical attendance by the public cannot be accommodated given the current circumstances and the need to ensure the health and safety of the City Council, City staff, and the public as a whole.

If you wish to make a general public comment or public comment on a particular item on the agenda, **you can submit your public comments by e-mail to: [cityclerk@ci.greenfield.ca.us](mailto:cityclerk@ci.greenfield.ca.us)**. In the subject line of the e-mail, please state your name and the item you are commenting on. If you wish to submit a public comment on more than one agenda item, please send a separate e-mail for each item you are commenting on. You may also raise your hand during the public comment section of the agenda and voice your comment during the meeting. Please be aware that written public comments, including your name, may become public information. Additional requirements for submitting public comments by e-mail are provided below.

General Public Comments & Comments on City Council Business Items

For general public comments (Item F) and comments regarding specific City Council Business Items (Items K1-K4), all public comments must be received by e-mail no later than 6:00 p.m. on October 27, 2020. Comments received by this time will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a general public comment or comment on a business item is received after 6:00 p.m., efforts will be made to read your comment into the record. However, staff cannot guarantee that written comments received after 6:00 p.m. will be read. All written comments that are not read into the record will be made part of the meeting minutes, provided that such comments are received prior to the end of the City Council meeting. You may also raise your hand during the public comment section of the agenda and voice your comment during the meeting.

## Public Hearings

For public comment on a public hearing, (Item J-1) all public comments must be received by the close of the public hearing period. All comments received by the close of the public hearing period will be read aloud by a staff member during the applicable agenda item, provided that such comments may be read within the normal three (3) minutes allotted to each speaker. Any portion of your comment extending past three (3) minutes may not be read aloud due to time restrictions. If a comment on a public hearing item is received after the close of the public hearing, such comment will be made part of the meeting minutes, provided that such comment is received prior to the end of the meeting. You may also raise your hand during the public comment section of the agenda and voice your comment during the meeting.

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**\*PLEASE BE AWARE THAT ANY PUBLIC COMMENTS RECEIVED THAT DO NOT SPECIFY A PARTICULAR AGENDA ITEM WILL BE READ ALOUD DURING THE GENERAL PUBLIC COMMENT PORTION OF THE AGENDA.\***

The City thanks you for your cooperation in advance. Our community's health and safety is our highest priority.



# City of Greenfield

599 El Camino Real  
Greenfield, CA 93927

## City Council Meeting Agenda October 27, 2020 6:00 P.M.

Mayor Lance Walker  
Mayor Pro-Tem, Yanely Martinez  
Councilmembers  
Angela M. Untalon  
Andrew Tipton  
Robert White

The Greenfield City Council will be conducting its regular meeting on October 27, 2020. Given the current Shelter-in-Place Order covering Monterey County and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the City is implementing changes for attendance and public comment. The City Council meeting to be held on October 27, 2020 at 6:00 p.m. will only be accessible online. Please review the City's Attendance and Public Comments Changes Due to COVID-19 for further information.

PLEASE TURN OFF CELL PHONES AND PAGERS.

- A. CALL TO ORDER
- B. ROLL CALL – CITY COUNCIL
- C. MOMENT OF SILENCE
- D. PLEDGE OF ALLEGIANCE
- E. AGENDA REVIEW

**City Council Meeting Agenda  
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**F. PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA**

This portion of the Agenda allows an individual the opportunity to address the Council on any items not on closed session, consent calendar, public hearings, and city council business. Under state regulation, **no action can be taken on non-agenda items, including issues raised under this agenda item.** Members of the public should be aware of this when addressing the Council regarding items not specifically referenced on the Agenda. **PLEASE NOTE:** Given the current Shelter-in-Place Order covering Monterey County and the Social Distance Guidelines issued by Federal, State, and Local Authorities, the City is implementing changes for attendance and public comment. Please review the City's Attendance and Public Comments Changes Due to COVID-19 for additional information. Please be further aware that all public comments must be submitted via email to the following email address: [cityclerk@ci.greenfield.ca.us](mailto:cityclerk@ci.greenfield.ca.us).

**G. COMMENTS FROM CITY COUNCIL**

**H. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered routine and may be approved by one action of the City Council, unless a request for removal for discussion or explanation is received prior to the time Council votes on the motion to adopt.

**H-1. APPROVE Warrants #310276 through #310389 and Bank Drafts #3998 through #4013 in the amount of \$575,379.57 – *Page 1***

**H-2. APPROVE Minutes of the October 13, 2020 City Council Meeting – *Page 18***

**H-3. RECEIVE & FILE Monthly Report – Science Workshop – *Page 23***

**I. MAYOR'S PRESENTATIONS, PROCLAMATIONS, COMMUNICATIONS, RESOLUTIONS**

**I-1. SWEARING IN of Fire Engineer Francisco Vazquez, Firefighters Sebastian Burch, Chantel Duliba and David Vega**

**I-2. PROCLAMATION – A Proclamation of the City Council of the City of Greenfield Proclaiming October 2020 as National Breast Cancer Awareness Month – *Page 25***

**I-3. PRESENTATION - 2020 Halloween Home Decorating Contest and Sugar Skull Decorating Contest: Finalists and Winners**

**J. PUBLIC HEARINGS**

**J-1. CONSIDERATION of a Resolution of the City Council of the City of Greenfield for the Following Actions Relative to the HLC Greenfield DBA Higher Level of Care Greenfield Medicinal and Adult-Use Cannabis Dispensary to Approve Amendments to the Previously Approved Regulatory Permit and Conditional Use Permit, Approve Design Review and Approval of a Categorical Exemption**

**City Council Meeting Agenda  
October 27, 2020**

**CONSIDERATION OF INTRODUCTION AND FIRST READING** of an Ordinance of the City Council of the City of Greenfield Approving an Amendment to the Development Agreement for Cannabis Cultivation and Manufacturing Facilities for Greenfield Organix 4<sup>th</sup> Street – (Licensee) and Medicinal and Adult Use Dispensary for HLC Greenfield DBA Higher Level of Care Greenfield (Licensee) at 4<sup>th</sup> Street – **Page 26**

- a. Staff Report
- b. Open Public Hearing
- c. Close Public Hearing
- d. City Council Comments / Review / Action

**Staff Recommended Action – Adopt Resolution #2020-81 & Introduce and First Reading of Ordinance**

**K. CITY COUNCIL BUSINESS**

**K-1. ADOPTION** of a Resolution of the City Council of the City of Greenfield Approving an Agreement Between the City of Greenfield and Sun Street Centers to Provide Youth Diversion Services for a Period of One (1) Month – **Page 165**

- a. Staff Report
- b. Public Comments
- c. City Council Comments / Review / Action

**Staff Recommended Action / Approval of Resolution #2020-82**

**K-2. ADOPTION** of a Resolution of the City Council of the City of Greenfield to Approving Budget Adjustment for the Fiscal Year 2020/2021 – **Page 185**

- a. Staff Report
- b. Public Comments
- c. City Council Comments / Review / Action

**Staff Recommended Action / Approval of Resolution #2020-83**

**K-3. DISCUSSION** on Considering the Declaration of Indigenous Peoples Day – **Page 190**

- a. Staff Report
- b. Public Comments
- c. City Council Comments / Review / Action

**Staff Recommended Action / Provide Staff Direction**

**K-4. CONSIDERATION** of Re-Opening City Playground Facilities – **Page 194**

- a. Staff Report
- b. Public Comments
- c. City Council Comments / Review / Action

**Staff Recommended Action / Provide Staff Direction**

**L. ADJOURN TO CLOSED SESSION**

**L-1. CLOSED SESSION - Government Code Section 54956.9  
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**  
Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Section 54956.9. There is 1 potential lawsuit.

**L-2. CLOSED SESSION - Government Code Section 54957**  
Public Employee Performance Evaluation  
Title: City Manager

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**M. RECONVENE TO OPEN SESSION**

**N. BRIEF REPORTS ON CONFERENCES, SEMINARS, AND MEETINGS  
ATTENDED BY MAYOR AND CITY COUNCIL**

- a. League of California Cities Monterey Bay Division
- b. Transportation Agency for Monterey County
- c. Association of Monterey Bay Area Governments
- d. Salinas Valley Solid Waste Authority
- e. Monterey Salinas Transit
- f. Monterey County Mayors' Association
- g. Salinas Valley Mayors/Managers Group
- h. Planning Commission

**O. CITY ATTORNEY REPORT**

**P. CITY MANAGER REPORT**

**Q. ADJOURNMENT**

In compliance with the American With Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (831) 674-5591. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the meeting (CFR 35.102-35.104 ADA Title II).

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This agenda is duly posted outside City Hall and on the City of Greenfield web site.



Greenfield, CA

# Check Report

By Check Number

Date Range: 10/09/2020 - 10/22/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: APBNK-APBNK</b>						
04812	ARMANASCO PUBLIC RELATIONS, INC.	10/09/2020	Regular	0.00	5,625.00	310276
01318	ARMANDO MENDOZA	10/09/2020	Regular	0.00	226.00	310277
00130	AT&T	10/09/2020	Regular	0.00	758.55	310278
04691	BRENDA YOSELIN GARCIA FIGUEROA	10/09/2020	Regular	0.00	94.30	310279
04643	CAL COAST ELECTRIC, INC.	10/09/2020	Regular	0.00	2,097.75	310280
00320	CAL-WEST	10/09/2020	Regular	0.00	1,488.26	310281
04735	CAROLLO ENGINEERS, INC	10/09/2020	Regular	0.00	11,522.00	310282
04407	CINTAS CORPORATION #630	10/09/2020	Regular	0.00	293.03	310283
00752	CITY OF GREENFIELD	10/09/2020	Regular	0.00	13,632.90	310284
00444	DAN'S TIRE & AUTO SERV	10/09/2020	Regular	0.00	65.00	310287
04042	ENGRACIO BALLENTI	10/09/2020	Regular	0.00	10.00	310288
00651	FASTENAL COMPANY	10/09/2020	Regular	0.00	100.09	310289
00610	FEDERAL EXPRESS	10/09/2020	Regular	0.00	54.52	310290
03918	FOUR SEASONS CARPET CLEANING SERVICES	10/09/2020	Regular	0.00	2,400.00	310291
04132	GARDAWORLD	10/09/2020	Regular	0.00	312.49	310292
04628	GONZALES TIRE & AUTO SUPPLY	10/09/2020	Regular	0.00	44.54	310293
00725	GREEN RUBBER-KENNEDY AG	10/09/2020	Regular	0.00	57.15	310294
00721	GREENFIELD TRUE VALUE	10/09/2020	Regular	0.00	232.48	310295
00845	HINDERLITER DE LLAMAS & ASSOC	10/09/2020	Regular	0.00	1,148.67	310296
04794	HORAN LLOYD A PROFESSIONAL CORPORATION	10/09/2020	Regular	0.00	814.00	310297
00798	JOSE GARCIA	10/09/2020	Regular	0.00	80.00	310298
01925	JOSE SANCHEZ	10/09/2020	Regular	0.00	3,608.71	310299
04167	KING CITY INDUSTRIAL SUPPLY, INC.	10/09/2020	Regular	0.00	15.25	310300
04568	KS STATEBANK	10/09/2020	Regular	0.00	21,627.83	310301
02026	LEO TRUJILLO	10/09/2020	Regular	0.00	45.00	310302
02066	LPS TACTICAL & PERSONAL	10/09/2020	Regular	0.00	4,089.83	310303
03880	MBS BUSINESS SYSTEMS	10/09/2020	Regular	0.00	662.43	310304
13015	MNS ENGINEERS, INC.	10/09/2020	Regular	0.00	1,620.00	310305
01344	MONTEREY COUNTY HEALTH	10/09/2020	Regular	0.00	2,000.00	310306
04670	NAPA AUTO PARTS	10/09/2020	Regular	0.00	306.19	310307
01506	OFFICE DEPOT	10/09/2020	Regular	0.00	191.57	310308
01532	O'REILLY AUTO PARTS	10/09/2020	Regular	0.00	234.27	310309
01534	OVERHEAD DOOR	10/09/2020	Regular	0.00	87.50	310310
01601	PACIFIC GAS & ELECTRIC	10/09/2020	Regular	0.00	15,537.43	310311
03988	PET SPECIALISTS OF MONTEREY	10/09/2020	Regular	0.00	380.00	310312
01630	PINNACLE HEALTHCARE	10/09/2020	Regular	0.00	225.00	310313
01677	PRAXAIR DISTRIBUTION, INC.	10/09/2020	Regular	0.00	130.85	310314
04299	PURE WATER	10/09/2020	Regular	0.00	36.68	310315
04065	SAFETY CENTER INC.	10/09/2020	Regular	0.00	4,100.00	310316
01999	SALINAS VALLEY SOLID WASTE AUTHORITY	10/09/2020	Regular	0.00	66,404.00	310317
04010	SC FUELS	10/09/2020	Regular	0.00	4,816.04	310318
01988	SIRCHIE ACQUISITION COMPANY, LLC	10/09/2020	Regular	0.00	57.49	310319
01933	SMITH & ENRIGHT LANDSCAPING	10/09/2020	Regular	0.00	30,200.00	310320
04556	SOLEDAD TIRE & WHEEL SERVICES, INC.	10/09/2020	Regular	0.00	281.88	310321
01945	SOUTH COUNTY TIRE	10/09/2020	Regular	0.00	176.51	310322
04312	SPEAKWRITE	10/09/2020	Regular	0.00	333.98	310323
04312	SPEAKWRITE	10/09/2020	Regular	0.00	-333.98	310323
04315	STAPLES ADVANTAGE	10/09/2020	Regular	0.00	143.60	310324
03920	STERICYCLE, INC.	10/09/2020	Regular	0.00	210.51	310325
02037	TRI-CITIES DISPOSAL	10/09/2020	Regular	0.00	105,740.33	310326
04516	UNITED LANGUAGE GROUP, LLC	10/09/2020	Regular	0.00	40.02	310327
02120	USA BLUEBOOK	10/09/2020	Regular	0.00	3,010.93	310328
02208	VALLEY SAW & GARDEN EQUIPMENT	10/09/2020	Regular	0.00	322.53	310329
02201	VEGETABLE GROWERS SUPPLY	10/09/2020	Regular	0.00	18.07	310330

Check Report

Date Range: 10/09/2020 - 10/22/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02372	WALLACE GROUP	10/09/2020	Regular	0.00	1,790.75	310331
04583	WEX BANK	10/09/2020	Regular	0.00	197.59	310332
04243	WILLIAM A THAYER CONSTRUCTIONS, INC.	10/09/2020	Regular	0.00	22,253.76	310333
04528	CARLOS VEGA	10/15/2020	Regular	0.00	781.90	310369
04528	CARLOS VEGA	10/15/2020	Regular	0.00	99.00	310370
00396	CASEY PRINTING	10/15/2020	Regular	0.00	198.48	310371
00348	CSG CONSULTANTS, INC.	10/15/2020	Regular	0.00	1,625.00	310372
04708	HR & ASSOCIATES, LLC	10/15/2020	Regular	0.00	31,844.00	310373
04626	ICONIX WATERWORKS INC.	10/15/2020	Regular	0.00	973.73	310374
01300	MISSION LINEN SUPPLY	10/15/2020	Regular	0.00	323.17	310375
13015	MNS ENGINEERS, INC.	10/15/2020	Regular	0.00	9,673.22	310376
01340	MONTEREY COUNTY TAX COLLECTOR	10/15/2020	Regular	0.00	11,548.68	310377
01820	RAIN FOR RENT SALINAS	10/15/2020	Regular	0.00	2,263.67	310379
04338	SHRED-IT USA	10/15/2020	Regular	0.00	203.52	310380
04312	SPEAKWRITE	10/15/2020	Regular	0.00	130.46	310381
01957	SWRCB - OFFICE OF OPERATOR CER	10/15/2020	Regular	0.00	125.00	310382
00634	TYLER TECHNOLOGIES	10/15/2020	Regular	0.00	3,187.50	310383
02208	VALLEY SAW & GARDEN EQUIPMENT	10/15/2020	Regular	0.00	124.25	310384
00749	CITY OF GREENFIELD	10/16/2020	Regular	0.00	145.83	310385
00713	G P O A	10/16/2020	Regular	0.00	1,120.00	310386
00795	GREENFIELD POLICE SERGEANTS ASSOCIATION	10/16/2020	Regular	0.00	300.00	310387
04521	Greenfield Professional Firefighters	10/16/2020	Regular	0.00	315.00	310388
01911	SEIU Local 521	10/16/2020	Regular	0.00	547.83	310389
01916	STATE STREET BANK & TRUST CO.	10/16/2020	Bank Draft	0.00	380.88	DFT0003998
01916	STATE STREET BANK & TRUST CO.	10/16/2020	Bank Draft	0.00	275.85	DFT0003999
01916	STATE STREET BANK & TRUST CO.	10/16/2020	Bank Draft	0.00	490.00	DFT0004000
01916	STATE STREET BANK & TRUST CO.	10/16/2020	Bank Draft	0.00	850.00	DFT0004001
01916	STATE STREET BANK & TRUST CO.	10/16/2020	Bank Draft	0.00	1,222.72	DFT0004002
01916	STATE STREET BANK & TRUST CO.	10/16/2020	Bank Draft	0.00	250.00	DFT0004003
01916	STATE STREET BANK & TRUST CO.	10/16/2020	Bank Draft	0.00	1,462.50	DFT0004004
00431	DEPT OF CHILD SUPPORT SERVICES	10/16/2020	Bank Draft	0.00	1,675.10	DFT0004005
01916	STATE STREET BANK & TRUST CO.	10/16/2020	Bank Draft	0.00	642.50	DFT0004006
00384	STATE OF CALIFORNIA EDD	10/16/2020	Bank Draft	0.00	2,425.47	DFT0004007
03103	Internal Revenue Service	10/16/2020	Bank Draft	0.00	7,977.14	DFT0004008
03103	Internal Revenue Service	10/16/2020	Bank Draft	0.00	31,752.74	DFT0004009
00384	STATE OF CALIFORNIA EDD	10/16/2020	Bank Draft	0.00	11,433.55	DFT0004010
03103	Internal Revenue Service	10/16/2020	Bank Draft	0.00	30,868.68	DFT0004011
00107	AMERICAN FAMILY LIFE	10/16/2020	Bank Draft	0.00	1,594.50	DFT0004012
00215	ANTHEM - BLUE CROSS	10/16/2020	Bank Draft	0.00	84,928.42	DFT0004013

Bank Code APBNK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	128	76	0.00	397,483.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-333.98
Bank Drafts	16	16	0.00	178,230.05
EFT's	0	0	0.00	0.00
	<b>144</b>	<b>93</b>	<b>0.00</b>	<b>575,379.57</b>

### All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	128	76	0.00	397,483.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-333.98
Bank Drafts	16	16	0.00	178,230.05
EFT's	0	0	0.00	0.00
	<b>144</b>	<b>93</b>	<b>0.00</b>	<b>575,379.57</b>

### Fund Summary

Fund	Name	Period	Amount
999	CASH CONTROL	10/2020	575,379.57
			<b>575,379.57</b>



Greenfield, CA

# Expense Approval Report By Fund

Payment Dates 10/9/2020 - 10/22/2020

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
MNS ENGINEERS, INC.	310376	10/15/2020	VINTAGE MEADOWS	100-24701	9,673.22
FOUR SEASONS CARPET CLEANI...	310291	10/09/2020	CVC CARPET CLEANING	100-111-65900.000	2,400.00
VALLEY SAW & GARDEN EQUIP...	310329	10/09/2020	MIX OIL	100-320-65700.000	40.92
VALLEY SAW & GARDEN EQUIP...	310329	10/09/2020	MIX OIL	100-550-65700.000	40.91
HINDERLITER DE LLAMAS & AS...	310296	10/09/2020	QUARTER 1	100-190-63300.000	548.67
SOLEDAD TIRE & WHEEL SERVIC...	310321	10/09/2020	7335 - TIRE REPAIR	100-215-66200.000	12.25
SOLEDAD TIRE & WHEEL SERVIC...	310321	10/09/2020	7335 - 2 TIRES	100-215-66200.000	128.69
MONTEREY COUNTY HEALTH	310306	10/09/2020	PD SART RETAINER FEE FY2020-...	100-215-63400.000	2,000.00
GREENFIELD TRUE VALUE	310295	10/09/2020	WINDEX CLEANER	100-111-65600.000	10.84
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-311-004-000	100-110-68700.000	15.18
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-012-019-000	100-111-68700.000	23.56
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-012-021-000	100-111-68700.000	23.28
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-012-020-000	100-111-68700.000	23.56
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-521-022-000	100-320-68700.000	20.62
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-181-013-000	100-320-68700.000	12.20
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-331-040-000	100-320-68700.000	16.14
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-154-046-000	100-320-68700.000	17.68
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-015-030-000	100-320-68700.000	131.62
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-015-031-000	100-550-68700.000	135.22
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-291-010-000	100-550-68700.000	333.82
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-291-008-000	100-550-68700.000	1,251.44
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-114-007-000	100-550-68700.000	13.34
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-244-068-000	100-550-68700.000	14.62
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-211-026-000	100-550-68700.000	22.44
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-034-006-000	100-550-68700.000	129.22
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-033-007-000	100-551-68700.000	127.08
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-033-005-000	100-551-68700.000	127.08
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-033-006-000	100-551-68700.000	127.08
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-291-009-000	100-551-68700.000	1,258.00
AT&T	310278	10/09/2020	PD FAX/ALARMS/LIFT STATION L...	100-110-64500.000	40.96
AT&T	310278	10/09/2020	PD FAX/ALARMS/LIFT STATION L...	100-111-64500.000	284.72
AT&T	310278	10/09/2020	PD FAX/ALARMS/LIFT STATION L...	100-201-64500.000	18.55
AT&T	310278	10/09/2020	PD FAX/ALARMS/LIFT STATION L...	100-551-64500.000	156.69
HINDERLITER DE LLAMAS & AS...	310296	10/09/2020	CONTRACT SERVICES - TRANSA...	100-190-63300.000	300.00
HINDERLITER DE LLAMAS & AS...	310296	10/09/2020	QUARTER 1	100-190-63300.000	300.00
PACIFIC GAS & ELECTRIC	310311	10/09/2020	PINOT PARK	100-550-64100.000	10.74
VALLEY SAW & GARDEN EQUIP...	310329	10/09/2020	SAFETY HELMET	100-320-65700.000	65.50
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	100-550-64100.000	31.57
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	100-551-64100.000	195.69
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	100-551-64200.000	25.43
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	100-590-64100.000	205.44
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	100-590-64200.000	11.49
STAPLES ADVANTAGE	310324	10/09/2020	JANITORIAL SUPPLIES	100-111-65600.000	34.43
GREENFIELD TRUE VALUE	310295	10/09/2020	WIRE CONNECTOR	100-550-65700.000	19.60
MBS BUSINESS SYSTEMS	310304	10/09/2020	COPY CHARGES - CITY HALL	100-111-61200.000	662.43
O'REILLY AUTO PARTS	310309	10/09/2020	7908 - SPARK TESTER	100-320-65000.000	19.70
O'REILLY AUTO PARTS	310309	10/09/2020	7908 - IGNITION COIL	100-320-65000.000	82.40
O'REILLY AUTO PARTS	310309	10/09/2020	7908 - CLEANER	100-320-65000.000	9.35
SOUTH COUNTY TIRE	310322	10/09/2020	7516 - 2 TIRES	100-550-66200.000	176.51
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	100-110-66100.000	41.27
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	100-201-66100.000	206.38
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	100-215-66100.000	2,600.40
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	100-230-66100.000	41.27

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	100-230-66100.000	41.27
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	100-320-66100.000	172.04
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	100-550-66100.000	199.58
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	100-551-66100.221	41.27
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	100-601-66100.000	41.27
GREENFIELD TRUE VALUE	310295	10/09/2020	PAINT ROLLER KIT	100-590-65900.000	11.99
NAPA AUTO PARTS	310307	10/09/2020	7333 - BATTERY	100-215-65000.000	57.38
FEDERAL EXPRESS	310290	10/09/2020	EXPRESS SERVICES - POLICE DE...	100-201-61100.000	27.26
SIRCHIE ACQUISITION COMPAN...	310319	10/09/2020	DRUG KITS	100-215-65400.000	57.49
GONZALES TIRE & AUTO SUPPLY	310293	10/09/2020	3738 - REFLECTOR	100-320-65700.000	31.81
OVERHEAD DOOR	310310	10/09/2020	7338 - T LOCK HANDLE	100-215-65000.000	43.75
GREENFIELD TRUE VALUE	310295	10/09/2020	7338 - HARDWARE SUPPLIES	100-215-65000.000	4.60
VALLEY SAW & GARDEN EQUIP...	310329	10/09/2020	7525 - AIR FILTER	100-320-65700.000	87.60
VALLEY SAW & GARDEN EQUIP...	310329	10/09/2020	7525 - AIR FILTER	100-550-65700.000	87.60
OVERHEAD DOOR	310310	10/09/2020	7338 - T-HANDLE	100-215-65000.000	43.75
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	100-320-67200.000	421.62
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	100-550-67200.000	390.24
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	100-320-67200.000	237.16
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	100-550-67200.000	219.51
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	100-320-67200.000	421.62
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	100-550-67200.000	390.24
GREENFIELD TRUE VALUE	310295	10/09/2020	7338 - HARDWARE SUPPLIES	100-215-65000.000	4.56
CITY OF GREENFIELD	310284	10/09/2020	597 EL CAMINO REAL LS	100-111-64300.000	398.03
CITY OF GREENFIELD	310284	10/09/2020	599 EL CAMINO REAL	100-111-64300.000	63.39
TRI-CITIES DISPOSAL	310326	10/09/2020	DISPOSAL SERVICES FY 2020-20...	100-191-64400.000	105,740.33
CITY OF GREENFIELD	310284	10/09/2020	1245 APPLE VE - PERC POND	100-320-64300.000	22.03
CITY OF GREENFIELD	310284	10/09/2020	CITY WIDE FIRE HYDRANT FLUS...	100-320-64300.000	203.29
CITY OF GREENFIELD	310284	10/09/2020	79 DON VICENTE PERC POND	100-320-64300.000	20.32
CITY OF GREENFIELD	310284	10/09/2020	786 APRICOT STREET # PERC P...	100-320-64300.000	20.32
CITY OF GREENFIELD	310284	10/09/2020	1245 GREENLEAF LP-PERC POND	100-320-64300.000	20.32
CITY OF GREENFIELD	310284	10/09/2020	409 PRIMAVERA CT - PERC POND	100-320-64300.000	20.32
CITY OF GREENFIELD	310284	10/09/2020	202 SAN ANTONIO DR - PERC P...	100-320-64300.000	20.32
CITY OF GREENFIELD	310284	10/09/2020	263 PALO VERDE ST - PERC PO...	100-320-64300.000	65.05
CITY OF GREENFIELD	310284	10/09/2020	406 CALAVERAS WAY - PERC P...	100-320-64300.000	20.32
CITY OF GREENFIELD	310284	10/09/2020	498 CLIFTON CT - PERC POND	100-320-64300.000	63.29
CITY OF GREENFIELD	310284	10/09/2020	PALM & FWY WEST - 101 SPRIN	100-320-64300.000	63.29
CITY OF GREENFIELD	310284	10/09/2020	210 RENFRO PL - PERC POND	100-320-64300.000	15.53
CITY OF GREENFIELD	310284	10/09/2020	338 PEPPER DR - PERC POND	100-320-64300.000	15.53
CITY OF GREENFIELD	310284	10/09/2020	45 ELMWOOD DR - PERC POND	100-320-64300.000	21.67
CITY OF GREENFIELD	310284	10/09/2020	322 HUTCHISON DR - PERD PO...	100-320-64300.000	63.29
CITY OF GREENFIELD	310284	10/09/2020	1069 WALNUT AVE - PERC POND	100-320-64300.000	28.27
CITY OF GREENFIELD	310284	10/09/2020	PALM & FWY EAST - 101 SPR	100-320-64300.000	37.82
CITY OF GREENFIELD	310284	10/09/2020	216 VINEYARD DR - PERC POND	100-320-64300.000	37.82
CITY OF GREENFIELD	310284	10/09/2020	781 CHERRY AVE - PERC POND	100-320-64300.000	37.82
CITY OF GREENFIELD	310284	10/09/2020	480 FRANSCIONI DR - PERC PO...	100-320-64300.000	28.27
CITY OF GREENFIELD	310284	10/09/2020	339 PLAM AVE - PERC POND	100-320-64300.000	28.27
CITY OF GREENFIELD	310284	10/09/2020	1201 HICKS DR - PERC POND	100-320-64300.000	28.27
CITY OF GREENFIELD	310284	10/09/2020	899 CHERRY AVENUE - CVC BKFL	100-320-64300.000	40.14
CITY OF GREENFIELD	310284	10/09/2020	520 TENTH STREET	100-320-64400.000	121.38
CITY OF GREENFIELD	310284	10/09/2020	540 BAYWOOD WAY	100-550-64300.000	319.74
CITY OF GREENFIELD	310284	10/09/2020	328 PARKSIDE COURT	100-550-64300.000	129.06
CITY OF GREENFIELD	310284	10/09/2020	300 PPLE AVENUE PARK	100-550-64300.000	352.05
CITY OF GREENFIELD	310284	10/09/2020	303 EL CAMINO REAL MUSEUM...	100-550-64300.000	363.84
CITY OF GREENFIELD	310284	10/09/2020	221 PINOT AVE - CITY PARK	100-550-64300.000	423.44
CITY OF GREENFIELD	310284	10/09/2020	100 FIFTH STREET PARK	100-550-64300.000	1,182.96
CITY OF GREENFIELD	310284	10/09/2020	1357 OAK AVE - PATRIOT PARK ...	100-550-64300.000	2,396.68
CITY OF GREENFIELD	310284	10/09/2020	890 TYLER AVE - CITY PARK	100-550-64300.000	285.25
CITY OF GREENFIELD	310284	10/09/2020	1355 OAK AVE - IRRIGATION	100-550-64300.000	37.82
CITY OF GREENFIELD	310284	10/09/2020	455 TENTH ST PRIMAVERA PARK	100-550-64300.000	67.46
CITY OF GREENFIELD	310284	10/09/2020	1355 OAK AVE #PP RESTROOM	100-550-64300.000	73.10

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CITY OF GREENFIELD	310284	10/09/2020	213 EL CAMINO REAL N	100-550-64300.000	15.53
CITY OF GREENFIELD	310284	10/09/2020	801 APRICOT STREET PARK	100-550-64300.000	287.48
CITY OF GREENFIELD	310284	10/09/2020	520 TENTH STREET	100-550-64400.000	121.38
CITY OF GREENFIELD	310284	10/09/2020	1351 OAK AVE/COMMUNITY C...	100-551-64300.000	44.85
CITY OF GREENFIELD	310284	10/09/2020	1351 OAK AVE FIRE PROTECTION	100-551-64300.000	40.14
CITY OF GREENFIELD	310284	10/09/2020	215 EL CAMINO REAL N	100-551-64300.000	66.99
CITY OF GREENFIELD	310284	10/09/2020	1351 OAK AVE/COMMUNITY C...	100-551-64400.000	216.20
CITY OF GREENFIELD	310284	10/09/2020	131 THIRTEENTH ST DAY CARE	100-590-64300.000	40.35
UNITED LANGUAGE GROUP, LLC	310327	10/09/2020	TRANSLATING SERVICES	100-215-63400.000	40.02
STERICYCLE, INC.	310325	10/09/2020	MEDICAL/BIOHAZARDOUS WAS...	100-215-63400.000	210.51
O'REILLY AUTO PARTS	310309	10/09/2020	7337 - CABIN FILTER/OIL FILTER	100-215-65000.000	5.15
SHRED-IT USA	310380	10/15/2020	SHREDDING SERVICES - POLICE ...	100-201-63400.000	101.76
SHRED-IT USA	310380	10/15/2020	SHREDDING SERVICES - POLICE ...	100-215-63400.000	101.76
GARDAWORLD	310292	10/09/2020	OCTOBER 2020	100-190-63300.000	312.49
PURE WATER	310315	10/09/2020	WATER - CVC	100-111-65100.000	36.68
CINTAS CORPORATION #630	310283	10/09/2020	UNIFORMS	100-111-65200.000	14.52
CINTAS CORPORATION #630	310283	10/09/2020	JANITORIAL SUPPLIES	100-111-65600.000	29.77
CINTAS CORPORATION #630	310283	10/09/2020	UNIFORMS INSURANCE	100-310-65100.000	28.00
CINTAS CORPORATION #630	310283	10/09/2020	UNIFORMS	100-320-65200.000	46.66
CINTAS CORPORATION #630	310283	10/09/2020	UNIFORMS	100-550-65200.000	25.96
O'REILLY AUTO PARTS	310309	10/09/2020	7337 - MINI LAMP	100-215-65000.000	0.60
O'REILLY AUTO PARTS	310309	10/09/2020	7337 - AIR FILTER	100-215-65000.000	3.13
SPEAKWRITE	310381	10/15/2020	TRANSLATING SERVICES	100-215-63400.000	130.46
SALINAS VALLEY SOLID WASTE ...	310317	10/09/2020	1ST QUARTER - JULY - SEPTEMB...	100-191-64400.000	4,195.87
LEO TRUJILLO	310302	10/09/2020	REIMBURSEMENT - PESTICIDE ...	100-550-67200.000	45.00
DAN'S TIRE & AUTO SERV	310287	10/09/2020	7336 - DISMOUNT/SPIN BALAN...	100-215-66200.000	32.50
FEDERAL EXPRESS	310290	10/09/2020	EXPRESS SERVICES - POLICE DE...	100-201-61100.000	27.26
PET SPECIALISTS OF MONTEREY	310312	10/09/2020	VET SERVICES	100-230-63400.000	380.00
NAPA AUTO PARTS	310307	10/09/2020	7340 - BRAKE PADS	100-215-65000.000	49.77
STAPLES ADVANTAGE	310324	10/09/2020	OFFICE SUPPLIES	100-310-61400.000	23.08
ENGRACIO BALLENTI	310288	10/09/2020	REIMBURSEMENT - GAS FOR PD...	100-215-66100.000	10.00
ARMANDO MENDOZA	310277	10/09/2020	PER-DIEM - SUPERVISORY LEAD...	100-215-67200.000	226.00
WEX BANK	310332	10/09/2020	GASOLINE	100-215-66100.000	197.59
SALINAS VALLEY SOLID WASTE ...	310317	10/09/2020	WASTE SERVICES FY 2020-2021	100-191-64400.000	62,208.13
MNS ENGINEERS, INC.	310305	10/09/2020	Grant Writing for Prop 68 - Rou...	100-551-63900.000	1,620.00
OFFICE DEPOT	310308	10/09/2020	OFFICE SUPPLIES	100-111-61200.000	191.57
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-22495	76.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-22496	912.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-22499	152.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-22501	76.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-22505	684.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-24635	304.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-24654	228.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-24701	380.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-24707	1,292.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-24709	152.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - JULY 2...	100-601-63600.000	6,612.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - AUGU...	100-22496	2,052.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - AUGU...	100-22499	228.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - AUGU...	100-22501	608.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - AUGU...	100-24607	6,384.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - AUGU...	100-24635	76.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - AUGU...	100-24654	912.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - AUGU...	100-24696	152.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - AUGU...	100-601-63100.000	-1,216.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - AUGU...	100-601-63100.000	3,952.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - SEPTE...	100-22495	152.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - SEPTE...	100-22496	2,128.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - SEPTE...	100-22501	76.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - SEPTE...	100-24607	1,444.00

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HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - SEPTE...	100-24635	380.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - SEPTE...	100-24654	152.00
HR & ASSOCIATES, LLC	310373	10/15/2020	CONSULTING SERVICES - SEPTE...	100-601-63100.000	3,496.00
AMERICAN FAMILY LIFE	DFT0004012	10/16/2020	September 2020	100-22440	1,553.34
SEIU Local 521	310389	10/16/2020	Union Dues	100-22420	282.98
STATE STREET BANK & TRUST C...	DFT0003999	10/16/2020	Deferred Compensation Loan P...	100-22435	275.85
STATE STREET BANK & TRUST C...	DFT0004001	10/16/2020	Defer Comp-GPSA	100-22430	603.78
STATE STREET BANK & TRUST C...	DFT0004002	10/16/2020	Defer Comp-Management	100-22430	300.00
STATE STREET BANK & TRUST C...	DFT0004003	10/16/2020	Defer Comp-Mid Management	100-22430	80.01
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	100-22430	542.50
G P O A	310386	10/16/2020	GPOA DUES	100-22410	320.00
STATE STREET BANK & TRUST C...	DFT0004006	10/16/2020	Roth Retirement	100-22431	642.50
GREENFIELD POLICE SERGEANTS..	310387	10/16/2020	GPSA DUES	100-22415	150.76
CITY OF GREENFIELD	310385	10/16/2020	Training Reimburse	100-22480	145.83
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	100-22225	852.97
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	100-22215	3,022.06
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	100-22215	11,439.82
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	100-22220	3,635.45
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	100-22210	10,686.69
<b>Fund 100 - GENERAL FUND Total:</b>					<b>277,634.61</b>

**Fund: 102 - Fire General**

VALLEY SAW & GARDEN EQUIP...	310384	10/15/2020	SAW PARTS	102-250-66300.000	124.25
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-071-026-000	102-250-68700.000	177.50
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	102-250-66100.000	247.87
CASEY PRINTING	310371	10/15/2020	MAPS OF GREENFIELD - FIRE DE...	102-250-61400.000	198.48
CITY OF GREENFIELD	310284	10/09/2020	380 OAK AVE	102-250-64300.000	123.44
CITY OF GREENFIELD	310284	10/09/2020	380 OAK AVE - FIRE PROTECTION	102-250-64300.000	40.20
CITY OF GREENFIELD	310284	10/09/2020	380 OAK AVE	102-250-64400.000	102.29
MISSION LINEN SUPPLY	310375	10/15/2020	JANITORIAL SUPPLIES	102-250-65600.000	283.23
MISSION LINEN SUPPLY	310375	10/15/2020	JANITORIAL SUPPLIES	102-250-65600.000	39.94
CARLOS VEGA	310370	10/15/2020	PER-DIEM - CHIEF OFFICER 3D C...	102-250-67100.000	99.00
CSG CONSULTANTS, INC.	310372	10/15/2020	CSG FIRE PLANS REVIEW AND I...	102-250-63600.000	1,625.00
STATE STREET BANK & TRUST C...	DFT0003998	10/16/2020	Defer Comp-Misc Employees	102-22430	380.88
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	102-22430	100.00
Greenfield Professional Firefigh...	310388	10/16/2020	Fire Union Dues	102-22410	210.00
DEPT OF CHILD SUPPORT SERVI...	DFT0004005	10/16/2020	Misc Withholding	102-22450	346.15
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	102-22225	346.39
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	102-22215	1,194.90
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	102-22215	5,109.18
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	102-22220	2,739.27
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	102-22210	6,933.44
<b>Fund 102 - Fire General Total:</b>					<b>20,421.41</b>

**Fund: 220 - Supplemental Transactions & Use Tax Fund (V & W)**

SOLEDAD TIRE & WHEEL SERVIC...	310321	10/09/2020	7335 - TIRE REPAIR	220-215-66200.000	12.25
SOLEDAD TIRE & WHEEL SERVIC...	310321	10/09/2020	7335 - 2 TIRES	220-215-66200.000	128.69
O'REILLY AUTO PARTS	310309	10/09/2020	7302 - GEAR OIL	220-215-65000.000	15.32
LPS TACTICAL & PERSONAL	310303	10/09/2020	PD BODY ARMOR VESTS FOR S...	220-215-71400.000	4,089.83
NAPA AUTO PARTS	310307	10/09/2020	7333 - BATTERY	220-215-65000.000	106.59
O'REILLY AUTO PARTS	310309	10/09/2020	7337 - CABIN FILTER/OIL FILTER	220-215-65000.000	9.57
O'REILLY AUTO PARTS	310309	10/09/2020	7337 - MINI LAMP	220-215-65000.000	1.12
O'REILLY AUTO PARTS	310309	10/09/2020	7337 - AIR FILTER	220-215-65000.000	5.83
DAN'S TIRE & AUTO SERV	310287	10/09/2020	7336 - DISMOUNT/SPIN BALAN...	220-215-66200.000	32.50
NAPA AUTO PARTS	310307	10/09/2020	7340 - BRAKE PADS	220-215-65000.000	92.45
STATE STREET BANK & TRUST C...	DFT0004000	10/16/2020	Defer Comp-GPOA	220-22430	490.00
STATE STREET BANK & TRUST C...	DFT0004001	10/16/2020	Defer Comp-GPSA	220-22430	246.22
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	220-22430	425.00
Greenfield Professional Firefigh...	310388	10/16/2020	Fire Union Dues	220-22410	105.00
DEPT OF CHILD SUPPORT SERVI...	DFT0004005	10/16/2020	Misc Withholding	220-22450	1,328.95
G P O A	310386	10/16/2020	GPOA DUES	220-22410	800.00
GREENFIELD POLICE SERGEANTS..	310387	10/16/2020	GPSA DUES	220-22415	149.24

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STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	220-22225	782.45
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	220-22215	2,473.68
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	220-22215	9,702.68
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	220-22220	3,998.29
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	220-22210	9,533.72
<b>Fund 220 - Supplemental Transactions &amp; Use Tax Fund (V &amp; W) Total:</b>					<b>34,529.38</b>

**Fund: 230 - GAS TAX FUND**

CAL-WEST	310281	10/09/2020	TRAFFIC SIGNAL PREVENTIVE ...	230-320-63700.000	500.00
CAL-WEST	310281	10/09/2020	TRAFFIC SIGNAL CALLS	230-320-63700.000	988.26
PACIFIC GAS & ELECTRIC	310311	10/09/2020	STREET LIGHTING	230-320-64100.000	4,775.84
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	230-320-64100.000	205.02
CITY OF GREENFIELD	310284	10/09/2020	MORRIS AVE - MEDIAN STIP	230-320-64300.000	15.53
CITY OF GREENFIELD	310284	10/09/2020	208 EL CAMINO REAL MEDIAN	230-320-64300.000	17.40
CITY OF GREENFIELD	310284	10/09/2020	110 EL CAMINO REAL CENTER ...	230-320-64300.000	17.52
<b>Fund 230 - GAS TAX FUND Total:</b>					<b>6,519.57</b>

**Fund: 263 - LLM #1 - LEXINGTON**

SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	LEXINGTON SQUARE	263-360-63700.000	1,620.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	MARIPOSA PLACE	263-360-63700.000	675.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	LEXINGTON SQUARE	263-360-63700.000	1,620.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	MARIPOSA PLACE	263-360-63700.000	675.00
CITY OF GREENFIELD	310284	10/09/2020	0000 GIANOLINI PARKWAY	263-360-64300.000	266.21
CITY OF GREENFIELD	310284	10/09/2020	400 CARDONA CIRCLE	263-360-64300.000	21.34
CITY OF GREENFIELD	310284	10/09/2020	324 WILSON CIRCLE	263-360-64300.000	20.66
CITY OF GREENFIELD	310284	10/09/2020	411-A CARDONA CIRCLE	263-360-64300.000	53.45
CITY OF GREENFIELD	310284	10/09/2020	326 WILSON CIRCLE	263-360-64300.000	218.54
SEIU Local 521	310389	10/16/2020	Union Dues	263-22420	7.87
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	263-22430	10.00
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	263-22225	7.53
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	263-22215	21.92
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	263-22215	93.50
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	263-22220	15.54
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	263-22210	56.14
<b>Fund 263 - LLM #1 - LEXINGTON Total:</b>					<b>5,382.70</b>

**Fund: 264 - LLM #2 - TERRA VERDE, ETC**

SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	ST CHARLES STREETCAPE ACCES...	264-360-63700.000	2,460.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	BAROLO PARK	264-360-63700.000	200.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	ST CHRISTOPHER PARK	264-360-63700.000	1,055.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	ST CHARLES GAZEBO	264-360-63700.000	1,085.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	TERRA VERDE	264-360-63700.000	1,635.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	TRADITIONS	264-360-63700.000	3,035.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	LA VINA	264-360-63700.000	3,335.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	ST CHARLES STREETCAPE AND ...	264-360-63700.000	2,460.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	BAROLO PARK	264-360-63700.000	200.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	ST CHRISTOPHER PARK	264-360-63700.000	1,055.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	TRADITIONS	264-360-63700.000	3,035.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	TERRA VERDE	264-360-63700.000	1,635.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	LA VINA	264-360-63700.000	3,335.00
SMITH & ENRIGHT LANDSCAPI...	310320	10/09/2020	ST CHARLES GAZEBO	264-360-63700.000	1,085.00
GREENFIELD TRUE VALUE	310295	10/09/2020	MARKING PAINT - 244 APPLE A...	264-360-65700.000	14.13
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-391-083-000	264-360-68700.000	8.71
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-391-082-000	264-360-68700.000	9.44
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-391-081-000	264-360-68700.000	10.24
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-381-097-000	264-360-68700.000	16.08
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-401-011-000	264-360-68700.000	17.82
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-371-105-000	264-360-68700.000	23.96
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-391-079-000	264-360-68700.000	27.70
PACIFIC GAS & ELECTRIC	310311	10/09/2020	STREET LIGHTING	264-360-64100.000	488.42
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	264-360-64100.000	539.16
CITY OF GREENFIELD	310284	10/09/2020	131 S EL CAMINO REAL LS	264-360-64300.000	61.07

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
CITY OF GREENFIELD	310284	10/09/2020	THORP/WALNUT TREE LINE	264-360-64300.000	148.19
CITY OF GREENFIELD	310284	10/09/2020	18 S EL CAMINO REAL - MEDIAN	264-360-64300.000	99.47
CITY OF GREENFIELD	310284	10/09/2020	317 MORENO STREET	264-360-64300.000	96.70
CITY OF GREENFIELD	310284	10/09/2020	349 LAS MANZANITAS DRIVE P...	264-360-64300.000	94.31
CITY OF GREENFIELD	310284	10/09/2020	20 WALKER LANE ISLAND	264-360-64300.000	127.55
CITY OF GREENFIELD	310284	10/09/2020	207 TUSCANY AVENUE PARK	264-360-64300.000	611.09
CITY OF GREENFIELD	310284	10/09/2020	632 NVAZQUEZ AVENUE	264-360-64300.000	105.87
CITY OF GREENFIELD	310284	10/09/2020	385 THORP AVE	264-360-64300.000	26.12
CITY OF GREENFIELD	310284	10/09/2020	98 S EL CAMINO REAL/PARK	264-360-64300.000	775.87
CITY OF GREENFIELD	310284	10/09/2020	300 LAS MANZANITAS DRIVE	264-360-64300.000	20.32
CITY OF GREENFIELD	310284	10/09/2020	634 ST CHRISTOPHER LANE	264-360-64300.000	523.73
CITY OF GREENFIELD	310284	10/09/2020	355 THROP AVENUE - TREE LINE	264-360-64300.000	92.07
CITY OF GREENFIELD	310284	10/09/2020	98 S EL CAMINO REAL/HUERTA	264-360-64300.000	0.13
CITY OF GREENFIELD	310284	10/09/2020	200 RAVA PARKWAY PARK	264-360-64300.000	781.92
CITY OF GREENFIELD	310284	10/09/2020	246 BORZINI CIRLCE	264-360-64300.000	693.84
SEIU Local 521	310389	10/16/2020	Union Dues	264-22420	7.87
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	264-22430	10.00
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	264-22225	7.56
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	264-22215	22.00
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	264-22215	93.84
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	264-22220	15.55
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	264-22210	56.20
<b>Fund 264 - LLM #2 - TERRA VERDE, ETC Total:</b>					<b>31,236.93</b>

**Fund: 265 - SMD #1**

MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-381-099-000	265-360-68700.000	16.08
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-381-098-000	265-360-68700.000	16.08
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-391-081-000	265-360-68700.000	10.24
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-391-082-000	265-360-68700.000	9.44
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-371-104-000	265-360-68700.000	48.48
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-391-083-000	265-360-68700.000	8.71
SEIU Local 521	310389	10/16/2020	Union Dues	265-22420	7.87
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	265-22430	10.00
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	265-22225	7.53
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	265-22215	21.92
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	265-22215	93.50
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	265-22220	15.54
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	265-22210	56.14
<b>Fund 265 - SMD #1 Total:</b>					<b>321.53</b>

**Fund: 266 - SMD #2**

MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-224-059-000	266-360-68700.000	42.88
SEIU Local 521	310389	10/16/2020	Union Dues	266-22420	7.88
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	266-22430	10.00
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	266-22225	7.53
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	266-22215	21.78
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	266-22215	93.14
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	266-22220	15.53
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	266-22210	56.08
<b>Fund 266 - SMD #2 Total:</b>					<b>254.82</b>

**Fund: 297 - GREENFIELD SCIENCE WORKSHOP**

GONZALES TIRE & AUTO SUPPLY	310293	10/09/2020	7205 - PIGTAIL SOCKET	297-597-65000.000	12.73
JOSE SANCHEZ	310299	10/09/2020	AMAZON - COLOR FILTER PAPER	297-597-65000.000	29.55
JOSE SANCHEZ	310299	10/09/2020	SMART&FINAL - BAGS	297-597-65500.000	130.54
JOSE SANCHEZ	310299	10/09/2020	SMART&FINAL - PLATES	297-597-65500.000	32.72
JOSE SANCHEZ	310299	10/09/2020	AMAZON - SOUND SYSTEM ACC...	297-597-65500.000	31.96
JOSE SANCHEZ	310299	10/09/2020	BANK OF AMERICA - CHANGE IN...	297-597-65500.000	15.00
JOSE SANCHEZ	310299	10/09/2020	OFFICE SUPPLY - GLUE	297-597-65500.000	52.89
JOSE SANCHEZ	310299	10/09/2020	FASTRIP - GAS FOR GENERATOR	297-597-65500.000	7.13
JOSE SANCHEZ	310299	10/09/2020	FASTRIP - GAS FOR GENERATOR	297-597-65500.000	6.35
JOSE SANCHEZ	310299	10/09/2020	SMART&FINAL - CUPS AND LIDS	297-597-65500.000	7.41

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
JOSE SANCHEZ	310299	10/09/2020	HARBOR FREIGHT TOOLS	297-597-65500.000	39.32
JOSE SANCHEZ	310299	10/09/2020	SOLEDAD HARDWARE - CLEAR ...	297-597-65500.000	47.83
JOSE SANCHEZ	310299	10/09/2020	COSTCO - WATER BOTTLES FOR...	297-597-65500.000	59.95
JOSE SANCHEZ	310299	10/09/2020	AMAZON - MATERIALS FOR 6TH...	297-597-65500.000	73.31
JOSE SANCHEZ	310299	10/09/2020	MICHAELS - GLUE GUNS FOR 6...	297-597-65500.000	1,046.82
JOSE SANCHEZ	310299	10/09/2020	TARGET - GLUE FOR SCIENCE KI...	297-597-65500.000	10.93
JOSE SANCHEZ	310299	10/09/2020	AMAZON - LABEL TAPE	297-597-65500.000	24.45
JOSE SANCHEZ	310299	10/09/2020	SPARKFUN - LIGHTS FOR SCIEN...	297-597-65500.000	475.24
JOSE SANCHEZ	310299	10/09/2020	ZORO - SCISSORS FOR 6TH GRA...	297-597-65500.000	577.38
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	024-103-001-000	297-597-68700.000	127.98
AT&T	310278	10/09/2020	PD FAX/ALARMS/LIFT STATION L...	297-597-64500.000	41.74
JOSE SANCHEZ	310299	10/09/2020	OFFICE DEPOT - SIGNS FOR PRO...	297-597-65500.000	402.93
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	297-597-64100.000	236.54
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	297-597-64200.000	8.65
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	297-597-66100.000	206.38
BRENDA YOSELIN GARCIA FIGU...	310279	10/09/2020	MILEAGE REIMBURSEMENT - SC...	297-597-65500.000	94.30
CITY OF GREENFIELD	310284	10/09/2020	45 EL CAMINO REAL	297-597-64300.000	30.08
CITY OF GREENFIELD	310284	10/09/2020	920 WALNUT AVE - SCIENCE W...	297-597-64300.000	37.86
CITY OF GREENFIELD	310284	10/09/2020	45 EL CAMINO REAL	297-597-64400.000	70.94
JOSE SANCHEZ	310299	10/09/2020	SCIENCE WORKSHOP SUPPLIES ...	297-597-65500.000	175.19
HORAN LLOYD A PROFESSIONAL...	310297	10/09/2020	GCSW - Global Alliance Foundin...	297-597-63900.000	814.00
JOSE SANCHEZ	310299	10/09/2020	SCIENCE WORKSHOP SUPPLIES ...	297-597-65500.000	361.81
STATE STREET BANK & TRUST C...	DFT0004002	10/16/2020	Defer Comp-Management	297-22430	822.72
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	297-22225	107.78
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	297-22215	312.50
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	297-22215	1,336.24
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	297-22220	132.85
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	297-22210	531.65
<b>Fund 297 - GREENFIELD SCIENCE WORKSHOP Total:</b>					<b>8,533.65</b>
<b>Fund: 380 - VEHICLE AND EQUIPMENT REPLACEMENT</b>					
CARLOS VEGA	310369	10/15/2020	REIMBURSEMENT - TRAVEL EXP...	380-390-81655.000	781.90
<b>Fund 380 - VEHICLE AND EQUIPMENT REPLACEMENT Total:</b>					<b>781.90</b>
<b>Fund: 385 - INTERNAL SERVICE</b>					
AT&T	310278	10/09/2020	PD FAX/ALARMS/LIFT STATION L...	385-311-64500.000	60.96
PRAXAIR DISTRIBUTION, INC.	310314	10/09/2020	INDUSTRIAL ACETYLENE	385-311-65700.000	130.85
STAPLES ADVANTAGE	310324	10/09/2020	JANITORIAL SUPPLIES	385-311-65600.000	36.39
VEGETABLE GROWERS SUPPLY	310330	10/09/2020	NITRILE GLOVES	385-311-65600.000	18.07
FASTENAL COMPANY	310289	10/09/2020	BOLTS FOR FLEET	385-311-65700.000	100.09
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	385-311-66100.000	123.82
STAPLES ADVANTAGE	310324	10/09/2020	JANITORIAL SUPPLIES	385-311-65600.000	49.70
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	385-311-67200.000	140.58
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	385-311-67200.000	79.08
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	385-311-67200.000	140.58
ARMANASCO PUBLIC RELATION...	310276	10/09/2020	PUBLIC RELATIONS SERVICES	385-160-63900.000	315.00
ANTHEM - BLUE CROSS	DFT0004013	10/16/2020	INSURANCE FY 2020-2021	385-180-52510.000	84,928.42
PINNACLE HEALTHCARE	310313	10/09/2020	2767570/ADAM BARSERNAS - P...	385-160-68100.000	180.00
CINTAS CORPORATION #630	310283	10/09/2020	UNIFORMS	385-311-65200.000	6.92
CINTAS CORPORATION #630	310283	10/09/2020	JANITORIAL SUPPLIES	385-311-65600.000	50.64
PINNACLE HEALTHCARE	310313	10/09/2020	2798480/GREGORY ALLEN - SKI...	385-160-68100.000	45.00
ARMANASCO PUBLIC RELATION...	310276	10/09/2020	PUBLIC RELATIONS SERVICES	385-160-63900.000	2,800.00
ARMANASCO PUBLIC RELATION...	310276	10/09/2020	PUBLIC RELATIONS SERVICES	385-160-63900.000	2,510.00
STATE STREET BANK & TRUST C...	DFT0004002	10/16/2020	Defer Comp-Management	385-22430	100.00
STATE STREET BANK & TRUST C...	DFT0004003	10/16/2020	Defer Comp-Mid Management	385-22430	24.99
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	385-22430	60.00
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	385-22225	75.88
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	385-22215	220.02
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	385-22215	940.92
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	385-22220	356.32

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Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	385-22210	983.23
				<b>Fund 385 - INTERNAL SERVICE Total:</b>	<b>94,477.46</b>

**Fund: 406 - Municipal Finance Corporation Debt Service - City**

KS STATEBANK	310301	10/09/2020	CONVERGINT CITYWIDE SURVEI...	406-900-91210.000	21,627.83
				<b>Fund 406 - Municipal Finance Corporation Debt Service - City Total:</b>	<b>21,627.83</b>

**Fund: 503 - SEWER FUND**

WALLACE GROUP	310331	10/09/2020	FOG CONTROL PROGRAM ASSIS...	503-335-63900.000	124.50
RAIN FOR RENT SALINAS	310379	10/15/2020	WWTP - PUMP RENTAL	503-335-63800.000	2,263.67
CAL COAST ELECTRIC, INC.	310280	10/09/2020	TYLER LIFTSTATION REPAIR PR...	503-333-63700.000	625.00
WILLIAM A THAYER CONSTRUCT..	310333	10/09/2020	SCADA EQUIPMENT INSTALLAT...	503-390-85805.000	11,126.88
CAL COAST ELECTRIC, INC.	310280	10/09/2020	AERATORS O&M OF ELECTRICAL...	503-335-63800.000	1,472.75
CAROLLO ENGINEERS, INC	310282	10/09/2020	WWTP MASTER PLAN UPDATE	503-335-73600.000	11,522.00
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-031-013-000	503-330-68700.000	4,850.22
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-031-005-000	503-330-68700.000	1,356.02
USA BLUEBOOK	310328	10/09/2020	SUSPENSION HARNESS	503-333-65700.000	118.53
USA BLUEBOOK	310328	10/09/2020	WW EQUIPMENT	503-333-65700.000	393.86
USA BLUEBOOK	310328	10/09/2020	WW EQUIPMENT	503-335-66400.000	2,498.54
GREEN RUBBER-KENNEDY AG	310294	10/09/2020	WATER HOSE FOR WWTP	503-335-65700.000	35.79
AT&T	310278	10/09/2020	PD FAX/ALARMS/LIFT STATION L...	503-333-64500.000	27.77
AT&T	310278	10/09/2020	PD FAX/ALARMS/LIFT STATION L...	503-335-64500.000	27.77
PACIFIC GAS & ELECTRIC	310311	10/09/2020	WASTEWATER TREATMENT PL...	503-335-64100.000	25.38
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	503-333-64100.000	504.25
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	503-335-64100.000	484.57
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	503-330-66100.000	426.61
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	503-335-67200.000	448.63
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	503-335-67200.000	252.35
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	503-335-67200.000	448.63
TYLER TECHNOLOGIES	310383	10/15/2020	INSITE TRANSACTION FEES - UTI...	503-191-63300.000	1,593.75
CITY OF GREENFIELD	310284	10/09/2020	825 CYPRESS LIFT STATION	503-330-64300.000	37.82
CITY OF GREENFIELD	310284	10/09/2020	520 TENTH STREET	503-330-64300.000	55.77
CITY OF GREENFIELD	310284	10/09/2020	520 TENTH STREET	503-330-64400.000	121.38
CITY OF GREENFIELD	310284	10/09/2020	520 TENTH STREET	503-330-64400.000	34.15
CINTAS CORPORATION #630	310283	10/09/2020	UNIFORMS	503-335-65200.000	45.28
WALLACE GROUP	310331	10/09/2020	WWTP-COMPLIANCE AND PRO...	503-335-63800.000	1,666.25
GREENFIELD TRUE VALUE	310295	10/09/2020	PW SUPPLIES	503-335-65700.000	63.89
SWRCB - OFFICE OF OPERATOR ...	310382	10/15/2020	OIT APPLICATION FOR ALEX LA...	503-335-67400.000	125.00
AMERICAN FAMILY LIFE	DFT0004012	10/16/2020	September 2020	503-22440	20.58
SEIU Local 521	310389	10/16/2020	Union Dues	503-22420	99.45
STATE STREET BANK & TRUST C...	DFT0004003	10/16/2020	Defer Comp-Mid Management	503-22430	72.50
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	503-22430	97.52
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	503-22225	103.25
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	503-22215	299.56
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	503-22215	1,280.20
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	503-22220	253.56
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	503-22210	954.73
				<b>Fund 503 - SEWER FUND Total:</b>	<b>45,958.36</b>

**Fund: 504 - WATER FUND**

WILLIAM A THAYER CONSTRUCT..	310333	10/09/2020	SCADA EQUIPMENT INSTALLAT...	504-390-85805.000	11,126.88
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-181-016-000	504-340-68700.000	69.26
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-271-008-000	504-340-68700.000	436.74
MONTEREY COUNTY TAX COLLE...	310377	10/15/2020	109-271-014-000	504-340-68700.000	441.92
AT&T	310278	10/09/2020	PD FAX/ALARMS/LIFT STATION L...	504-345-64500.000	99.39
PACIFIC GAS & ELECTRIC	310311	10/09/2020	10TH STREET WELL	504-345-64100.000	25.38
PACIFIC GAS & ELECTRIC	310311	10/09/2020	13TH/OAK WELL	504-345-64100.000	24.64
PACIFIC GAS & ELECTRIC	310311	10/09/2020	13TH/OAK WELL	504-345-64200.000	8.66
GREEN RUBBER-KENNEDY AG	310294	10/09/2020	BLACK POLY TUBING	504-345-65700.000	21.36
PACIFIC GAS & ELECTRIC	310311	10/09/2020	MONTHLY UTILITIES	504-345-64100.000	7,730.56
SC FUELS	310318	10/09/2020	GASOLINE/DIESEL	504-340-66100.000	426.61
KING CITY INDUSTRIAL SUPPLY, ...	310300	10/09/2020	PLOW BOLTS	504-345-65000.000	15.25

Expense Approval Report

Payment Dates: 10/9/2020 - 10/22/2020

Vendor Name	Payment Number	Payment Date	Description (Item)	Account Number	Amount
GREENFIELD TRUE VALUE	310295	10/09/2020	BOLTS/WASHERS	504-345-65700.000	38.98
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	504-345-67200.000	198.93
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	504-345-67200.000	111.90
SAFETY CENTER INC.	310316	10/09/2020	BACKHOE OPERATOR AND TRA...	504-345-67200.000	198.93
TYLER TECHNOLOGIES	310383	10/15/2020	INSITE TRANSACTION FEES - UTI...	504-191-63300.000	1,593.75
CITY OF GREENFIELD	310284	10/09/2020	520 TENTH STREET	504-340-64400.000	121.38
CINTAS CORPORATION #630	310283	10/09/2020	UNIFORMS	504-345-65200.000	45.28
GREENFIELD TRUE VALUE	310295	10/09/2020	PW SUPPLIES	504-345-65700.000	63.89
JOSE GARCIA	310298	10/09/2020	REIMBURSEMENT - WATER DIS...	504-345-67400.000	80.00
O'REILLY AUTO PARTS	310309	10/09/2020	7912 - BALL MOUNT	504-345-65000.000	82.10
ICONIX WATERWORKS INC.	310374	10/15/2020	FLIP COUPLING FOR WATER SE...	504-345-65700.000	973.73
AMERICAN FAMILY LIFE	DFT0004012	10/16/2020	September 2020	504-22440	20.58
SEIU Local 521	310389	10/16/2020	Union Dues	504-22420	133.91
STATE STREET BANK & TRUST C...	DFT0004003	10/16/2020	Defer Comp-Mid Management	504-22430	72.50
STATE STREET BANK & TRUST C...	DFT0004004	10/16/2020	Defer Comp-Misc Employees	504-22430	197.48
STATE OF CALIFORNIA EDD	DFT0004007	10/16/2020	SDI	504-22225	126.60
Internal Revenue Service	DFT0004008	10/16/2020	Medicare	504-22215	366.80
Internal Revenue Service	DFT0004009	10/16/2020	Social Security	504-22215	1,569.72
STATE OF CALIFORNIA EDD	DFT0004010	10/16/2020	State Withholding	504-22220	255.65
Internal Revenue Service	DFT0004011	10/16/2020	Federal Tax Withholding	504-22210	1,020.66
				<b>Fund 504 - WATER FUND Total:</b>	<b>27,699.42</b>
				<b>Grand Total:</b>	<b>575,379.57</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	277,634.61
102 - Fire General	20,421.41
220 - Supplemental Transactions & Use Tax Fund (V & W)	34,529.38
230 - GAS TAX FUND	6,519.57
263 - LLM #1 - LEXINGTON	5,382.70
264 - LLM #2 - TERRA VERDE, ETC	31,236.93
265 - SMD #1	321.53
266 - SMD #2	254.82
297 - GREENFIELD SCIENCE WORKSHOP	8,533.65
380 - VEHICLE AND EQUIPMENT REPLACEMENT	781.90
385 - INTERNAL SERVICE	94,477.46
406 - Municipal Finance Corporation Debt Service - City	21,627.83
503 - SEWER FUND	45,958.36
504 - WATER FUND	27,699.42
<b>Grand Total:</b>	<b>575,379.57</b>

## Account Summary

Account Number	Account Name	Payment Amount
100-110-64500.000	Phone Charges	40.96
100-110-66100.000	Gasoline & Oil	41.27
100-110-68700.000	Property Taxes	15.18
100-111-61200.000	Printing and Copying	854.00
100-111-64300.000	Water Utility	461.42
100-111-64500.000	Phone Charges	284.72
100-111-65100.000	General Operating Suppli...	36.68
100-111-65200.000	Uniforms / Personnel Equ...	14.52
100-111-65600.000	Janitorial Supplies	75.04
100-111-65900.000	Building Maintenance Su...	2,400.00
100-111-68700.000	Property Taxes	70.40
100-190-63300.000	Financial Services	1,461.16
100-191-64400.000	Waste Disposal	172,144.33
100-201-61100.000	Postage	54.52
100-201-63400.000	Police Services	101.76
100-201-64500.000	Phone Charges	18.55
100-201-66100.000	Gasoline & Oil	206.38
100-215-63400.000	Police Services	2,482.75
100-215-65000.000	Vehicle & Equip. Parts & S...	212.69
100-215-65400.000	Police Supplies	57.49
100-215-66100.000	Gasoline & Oil	2,807.99
100-215-66200.000	Vehicle and Equipment M...	173.44
100-215-67200.000	Other Training	226.00
100-22210	Federal Withholding Tax ...	10,686.69
100-22215	FICA Payable	14,461.88
100-22220	State Withholding Tax Pa...	3,635.45
100-22225	S.D.I. Payable	852.97
100-22410	G.P.O.A. Union Dues Paya...	320.00
100-22415	G.P.S.A. Union Dues Payab..	150.76
100-22420	S.E.I.U. Union Dues Payab...	282.98
100-22430	Deferred Comp Payable	1,526.29
100-22431	Roth	642.50
100-22435	PERS Loan Payable	275.85
100-22440	AFLAC Insurance Payable	1,553.34
100-22480	Employee Reimbursement	145.83
100-22495	Planning Deposit- 4th Str...	228.00
100-22496	Planning Deposit- EAH De...	5,092.00
100-22499	Planning Deposit-Oak Ter...	380.00
100-22501	Planning Deposit-900 Che...	760.00

## Account Summary

Account Number	Account Name	Payment Amount
100-22505	Planning Deposit- 570 Wa...	684.00
100-230-63400.000	Animal Control Services	380.00
100-230-66100.000	Gasoline & Oil	82.54
100-24607	Walnut Grove Aparments	7,828.00
100-24635	Sub Dep- Greenfield Orga...	760.00
100-24654	Sub Dep - Miramonte Sub...	1,292.00
100-24696	Deposit- The Vines	152.00
100-24701	Civil Review Deposit- Vint...	10,053.22
100-24707	Civil Review Deposit- Yanks	1,292.00
100-24709	Civil Review Deposit- Avila	152.00
100-310-61400.000	Office Supplies	23.08
100-310-65100.000	General Operating Suppli...	28.00
100-320-64300.000	Water Utility	921.57
100-320-64400.000	Waste Disposal	121.38
100-320-65000.000	Vehicle & Equip. Parts & S...	111.45
100-320-65200.000	Uniforms / Personnel Equi...	46.66
100-320-65700.000	Public Works Supplies	225.83
100-320-66100.000	Gasoline & Oil	172.04
100-320-67200.000	Other Training	1,080.40
100-320-68700.000	Property Taxes	198.26
100-550-64100.000	Electricity	42.31
100-550-64300.000	Water Utility	5,934.41
100-550-64400.000	Waste Disposal	121.38
100-550-65200.000	Uniforms/Personnel Equi...	25.96
100-550-65700.000	Public Works Supplies	148.11
100-550-66100.000	Gasoline & Oil	199.58
100-550-66200.000	Vehicle and Equipment M...	176.51
100-550-67200.000	Other Training	1,044.99
100-550-68700.000	Property Taxes	1,900.10
100-551-63900.000	General Services	1,620.00
100-551-64100.000	Electricity	195.69
100-551-64200.000	Gas Utility	25.43
100-551-64300.000	Water Utility	151.98
100-551-64400.000	Waste Disposal	216.20
100-551-64500.000	Phone Charges	156.69
100-551-66100.221	Gasoline & Oil	41.27
100-551-68700.000	Property Taxes	1,639.24
100-590-64100.000	Electricity	205.44
100-590-64200.000	Gas Utility	11.49
100-590-64300.000	Water Utility	40.35
100-590-65900.000	Building Maintenance Su...	11.99
100-601-63100.000	Adminstration Servicess	6,232.00
100-601-63600.000	Community Development...	6,612.00
100-601-66100.000	Gasoline & Oil	41.27
102-22210	Federal Withholding Tax ...	6,933.44
102-22215	FICA Payable	6,304.08
102-22220	State Withholding Tax Pa...	2,739.27
102-22225	S,D.I Payable	346.39
102-22410	Union Dues Payable	210.00
102-22430	Deferred Comp Payable	480.88
102-22450	Wage Garnishments Paya...	346.15
102-250-61400.000	Office Supplies	198.48
102-250-63600.000	Community Development...	1,625.00
102-250-64300.000	Water Utility	163.64
102-250-64400.000	Waste Disposal	102.29
102-250-65600.000	Jantorial Supplies	323.17
102-250-66100.000	Gasoline & Oil	247.87
102-250-66300.000	General Operations Equi...	124.25

## Account Summary

Account Number	Account Name	Payment Amount
102-250-67100.000	Meetings & Conferences	99.00
102-250-68700.000	Property Taxes	177.50
220-215-65000.000	Vehicle & Equip. Parts & S...	230.88
220-215-66200.000	Vehicle and Equipment M...	173.44
220-215-71400.000	Police Equipment	4,089.83
220-22210	Federal Withholding Tax ...	9,533.72
220-22215	FICA Payable	12,176.36
220-22220	State Withholding Tax Pa...	3,998.29
220-22225	S.D.I. Payable	782.45
220-22410	G.P.O.A. Union Dues Paya...	905.00
220-22415	G.P.S.A. Union Dues Payab..	149.24
220-22430	Deferred Comp Payable	1,161.22
220-22450	Wage Garnishments Paya...	1,328.95
230-320-63700.000	Public Works Services	1,488.26
230-320-64100.000	Electricity	4,980.86
230-320-64300.000	Water Utility	50.45
263-22210	Federal Withholding Tax ...	56.14
263-22215	FICA Payable	115.42
263-22220	State Withholding Tax Pa...	15.54
263-22225	S.D.I. Payable	7.53
263-22420	S.E.I.U. Union Dues Payab...	7.87
263-22430	Deferred Comp Payable	10.00
263-360-63700.000	Public Works Services	4,590.00
263-360-64300.000	Water Utility	580.20
264-22210	Federal Withholding Tax ...	56.20
264-22215	FICA Payable	115.84
264-22220	State Withholding Tax Pa...	15.55
264-22225	S.D.I. Payable	7.56
264-22420	S.E.I.U. Union Dues Payab...	7.87
264-22430	Deferred Comp Payable	10.00
264-360-63700.000	Public Works Services	25,610.00
264-360-64100.000	Electricity	1,027.58
264-360-64300.000	Water Utility	4,258.25
264-360-65700.000	Public Works Supplies	14.13
264-360-68700.000	Property Taxes	113.95
265-22210	Federal Withholding Tax ...	56.14
265-22215	FICA Payable	115.42
265-22220	State Withholding Tax Pa...	15.54
265-22225	S.D.I. Payable	7.53
265-22420	S.E.I.U. Union Dues Payab...	7.87
265-22430	Deferred Comp Payable	10.00
265-360-68700.000	Property Taxes	109.03
266-22210	Federal Withholding Tax ...	56.08
266-22215	FICA Payable	114.92
266-22220	State Withholding Tax Pa...	15.53
266-22225	S.D.I. Payable	7.53
266-22420	S.E.I.U. Union Dues Payab...	7.88
266-22430	Deferred Comp Payable	10.00
266-360-68700.000	Property Taxes	42.88
297-22210	Federal Withholding Tax ...	531.65
297-22215	FICA Payable	1,648.74
297-22220	State Withholding Tax Pa...	132.85
297-22225	S.D.I. Payable	107.78
297-22430	Deferred Comp Payable	822.72
297-597-63900.000	General Services	814.00
297-597-64100.000	Electricity	236.54
297-597-64200.000	Gas Utility	8.65
297-597-64300.000	Water Utility	67.94

## Account Summary

Account Number	Account Name	Payment Amount
297-597-64400.000	Waste Disposal	70.94
297-597-64500.000	Phone Charges	41.74
297-597-65000.000	Vehicle & Equip. Parts & S...	42.28
297-597-65500.000	Recreation Supplies	3,673.46
297-597-66100.000	Gasoline & Oil	206.38
297-597-68700.000	Property Taxes	127.98
380-390-81655.000	Fire Suppression/Rescue ...	781.90
385-160-63900.000	General Services	5,625.00
385-160-68100.000	Recruitment	225.00
385-180-52510.000	Health Insurance	84,928.42
385-22210	Federal Withholding Tax ...	983.23
385-22215	FICA Payable	1,160.94
385-22220	State Withholding Tax Pa...	356.32
385-22225	S.D.I. Payable	75.88
385-22430	Deferred Comp Payable	184.99
385-311-64500.000	Phone Charges	60.96
385-311-65200.000	Uniforms / Personnel Equ...	6.92
385-311-65600.000	Janitorial Supplies	154.80
385-311-65700.000	Public Works Supplies	230.94
385-311-66100.000	Gasoline & Oil	123.82
385-311-67200.000	Other Training	360.24
406-900-91210.000	Principal	21,627.83
503-191-63300.000	Financial Services	1,593.75
503-22210	Federal Withholding Tax ...	954.73
503-22215	FICA Payable	1,579.76
503-22220	State Withholding Tax Pa...	253.56
503-22225	S.D.I. Payable	103.25
503-22420	S.E.I.U. Union Dues Payab...	99.45
503-22430	Deferred Comp Payable	170.02
503-22440	AFLAC Insurance Payable	20.58
503-330-64300.000	Water Utility	93.59
503-330-64400.000	Waste Disposal	155.53
503-330-66100.000	Gasoline & Oil	426.61
503-330-68700.000	Property Taxes	6,206.24
503-333-63700.000	Wastewater Collection Se...	625.00
503-333-64100.000	Electricity	504.25
503-333-64500.000	Phone Charges	27.77
503-333-65700.000	Public Works Supplies	512.39
503-335-63800.000	Sewer Treatment Services	5,402.67
503-335-63900.000	General Services	124.50
503-335-64100.000	Electricity	509.95
503-335-64500.000	Phone Charges	27.77
503-335-65200.000	Uniforms / Personnel Equ...	45.28
503-335-65700.000	Public Works Supplies	99.68
503-335-66400.000	Sewer Operations Eqt Ma...	2,498.54
503-335-67200.000	Other Training	1,149.61
503-335-67400.000	Certifications	125.00
503-335-73600.000	Studies	11,522.00
503-390-85805.000	Scada System	11,126.88
504-191-63300.000	Financial Services	1,593.75
504-22210	Federal Withholding Tax ...	1,020.66
504-22215	FICA Payable	1,936.52
504-22220	State Withholding Tax Pa...	255.65
504-22225	S.D.I. Payable	126.60
504-22420	S.E.I.U. Union Dues Payab...	133.91
504-22430	Deferred Comp Payable	269.98
504-22440	AFLAC Insurance Payable	20.58
504-340-64400.000	Waste Disposal	121.38

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
504-340-66100.000	Gasoline & Oil	426.61
504-340-68700.000	Property Taxes	947.92
504-345-64100.000	Electricity	7,780.58
504-345-64200.000	Gas Utility	8.66
504-345-64500.000	Phone Charges	99.39
504-345-65000.000	Vehicle & Equip. Parts & S...	97.35
504-345-65200.000	Uniforms / Personnel Equ...	45.28
504-345-65700.000	Public Works Supplies	1,097.96
504-345-67200.000	Other Training	509.76
504-345-67400.000	Certifications	80.00
504-390-85805.000	Scada System	11,126.88
	<b>Grand Total:</b>	<b>575,379.57</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	563,733.32
66305	124.25
73604	11,522.00
	<b>Grand Total:</b>
	<b>575,379.57</b>

## CITY COUNCIL MINUTES

### REGULAR MEETING OF SEPTEMBER 22, 2020

This meeting was held via Zoom.

#### CALL TO ORDER

Mayor Walker called the meeting to order at 6:01 p.m.

#### ROLL CALL

**PRESENT:** Mayor Walker, Mayor Pro-tem Martinez, Councilmembers Untalon, Tipton and White

**ABSENT:** None

**STAFF:** City Manager Wood, Fire Chief Langborg, Chief of Police Allen, Utilities Manager Felix, Science Workshop Director Sanchez, IT Director Espinosa, Parks & Recreation Coordinator Perez, Officer Dyels, City Attorney Cochran, City Clerk Rathbun

#### MOMENT OF SILENCE

There was a moment of silence.

#### PLEDGE OF ALLEGIANCE

All recited the Pledge of Allegiance.

#### AGENDA REVIEW

No changes were made.

#### PUBLIC COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

City Clerk Rathbun read the public comments that were submitted from Jean Lang and two other emails, and hereto attached.

#### COMMENTS FROM CITY COUNCIL

Councilmember White stated that everyone should not let their guard down when it came to Covid 19 and everyone must wear a mask, social distance and wash their hands. He reminded everyone that it was time to vote and announced that there would be a candidate forum this Friday sponsored by PUEBLO Greenfield.

Councilmember Untalon thanked everyone that submitted public comments for the Planning Commission. She also stated that she would like to have a proclamation for breast cancer awareness. She also thanked everyone involved in the food bank. She stated that she was aware that yard sales in Greenfield were going to be allowed and wanted to make sure that they were going to make it as safe as possible. She stated that Covid 19 numbers were finally leveling off and maintaining; however, everyone still needed to be careful and social distance, wear masks and wash their hands. She asked about the process of appointing residents to different committees such as the Cannabis Committee which needed

to get back running in order to keep those companies accountable and keep their promises. She also announced that the traffic committee was meeting this Thursday at 10 a.m. and asked if anyone had any concerns to please contact her.

Councilmember Tipton stated that Covid 19 was still at over 1,000. He stated that he was still seeing buses with workers with no masks and people having parties and everyone needed to do better and wear masks. He also stated that flu season was coming and asked everyone to stay safe. He reminded everyone that it was election time and to remember to vote. He stated that P.G.&E. was going to be implementing the safety shut-off this week; however, it was not going to affect the valley cities. He stated that hot weather was coming and asked everyone to stay hydrated and cool. He also stated that if anyone had questions or concerns to please reach out to the Council.

Mayor Pro-tem Martinez stated that October 12<sup>th</sup> was Indigenous People Day and would like it to be placed on the next agenda. She stated that the cannabis industry was supposed to give the community and they have not followed through; however, did thanked Sal Palma for his contributions to the community. She stated code enforcement needed to step back and pick their battles and stated that someone was cited for not moving their vehicles. She stated that they were asking residents to stay home and be safe so people were not moving their vehicles. She stated that code enforcement should be focusing on more pressing issues. She stated that the Alzheimer's Walk would not be taking place this year; however, would like to have a walk locally in order to honor Greenfield residents. She also stated that she would like to have something on the next agenda regarding Breast Cancer Awareness Month. She thanked Science Workshop Director Jose Sanchez and his staff as well as Parks & Recreation Coordinator Jesus Perez for the city sponsored Halloween events.

Mayor Walker requested that staff place a proclamation proclaiming Breast Cancer Awareness Month on the next agenda. He stated that the Covid numbers were getting better; however, Greenfield was losing the testing site at the Greenfield Library and the last day to test was October 10<sup>th</sup>. He stated that the Halloween events were a great idea and stated that he would like to add a section for all the pet lovers. He stated that he would donate five \$20 gift cards and asked residents to submit their pictures. He stated that there were 23 ballot boxes throughout Monterey County and all were safe. He also announced that 2-1-1 was assisting people that had lost of income due to Covid. He stated that he put out a video regarding allowing yard sales in Greenfield. He apologized to Council for putting the video out before notifying the Council; however, every other south county city was allowing yard sales. He stated that he did agree that everyone should practice social distancing and wear a mask and the person putting on the yard sale should have hand sanitizer and extra masks. He stated that he would like to have a mural of Ruth Bader Ginsburg and Antonin Scalia because they were two people with totally different views politically on the Supreme Court; however, they were best friends that put their differences aside. He stated that the mural would represent unity.

## **CONSENT CALENDAR**

**A MOTION** by Councilmember Tipton, seconded by Councilmember Untalon to approve the consent items including Warrants #310185 through #310275 and Bank Drafts #3953 through #3994 in the amount of \$750,825.54, approve Minutes of the September 22, 2020 City Council Meeting and second reading and adoption of **Ordinance #550, "An Ordinance of the City Council of the City of Greenfield Amending Chapter 3.12 to Title 3 of the Greenfield Municipal Code to Clarify Purchasing Requirements and to Provide Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act"**. Roll Call Vote – AYES: Councilmember White, Councilmember Tipton, Councilmember Untalon, Mayor Pro-tem Martinez and Mayor Walker. Motion carried.

## **MAYOR'S PRESENTATIONS, PROCLAMATIONS, COMMUNICATIONS, RESOLUTIONS**

## **SWEARING IN OF ADMINISTRATIVE FIRE CAPTAIN CARLOS VEGA**

Chief Langborg gave a brief background of Carlos Vega.

City Clerk Rathbun administered the oath of office to Carlos Vega.

Captain Carlos Vega thanked Council, staff and residents of Greenfield and stated that he had strong roots to Greenfield as a long time Greenfield resident.

City Council congratulated Captain Vega.

## **PRESENTATION – ECOGREEN’S ENERGY SAVINGS SOLUTION FOR THE CITY OF GREENFIELD**

Anthony Mitchell, EcoGreen Solutions, gave a power point presentation.

## **PRESENTATION – 3CE ANNUAL MEMBER AGENCY UPDATE BY CENTRAL COAST**

JR Killigrew, Central Coast Community Energy, gave a power point presentation.

## **PRESENTATION – CITY OF GREENFIELD GRANT ACTIVITY UPDATE**

Doug Pike, City Engineer, gave a power point presentation and an update of the grant activity for the City of Greenfield.

## **PRESENTATION – PROPOSITION 68 GRANT APPLICATION UPDATE**

Jesus Perez, Parks & Recreation Coordinator, gave a power point presentation and an update of the Prop 68 grant application process.

Mayor Pro-tem Martinez suggested that Monica Aguilar be included in the Prop 68 committee and suggested that Blue Zone be considered as a partner.

## **CITY COUNCIL BUSINESS**

### **ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING A MURAL AT 218 EL CAMINO REAL RESOLUTION #2020-79**

Staff report was given by Shaveta Sharma, planning consultant.

Mayor Walker stated that he appreciated all the comments that were received at the Planning Commission meeting. He also stated that it was never the intent of the City to have the mural removed; however, he wished that the process would have been followed.

Mayor Pro-tem Martinez stated that the mural ordinance was not consistent and outdated and would like to revise the ordinance. Councilmember Untalon concurred.

**A MOTION** by Councilmember White, seconded by Mayor Pro-tem Martinez to adopt **Resolution #2020-79, “A Resolution of the City Council of the City of Greenfield Approving a Mural at 218 El Camino Real”**. Roll Call Vote – AYES: Councilmember White, Councilmember Tipton, Councilmember Untalon, Mayor Pro-tem Martinez and Mayor Walker. Motion carried.

**ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD OF INTENT TO PARTNER WITH THE HIGH SCHOOL DISTRICT TO FORM A YOUTH COUNCIL RESOLUTION #2020-80**

Staff report was given by City Manager Wood.

Mayor Pro-tem Martinez stated that she was excited to have this on the agenda and recommended that the Youth Council have one-year terms, five members and applicants should apply. She also stated that she would like to give a stipend to the member at the end of their term.

Mayor Walker stated that he agreed to have a five member Council with one-year terms.

Councilmember Untalon suggested that the terms should be one year; however, if someone served more than one year that a scholarship be given to them.

Councilmember White suggested that the terms be split, some one-year and others two-year terms.

**A MOTION** by Mayor Pro-tem Martinez, seconded by Councilmember Untalon to adopt **Resolution #2020-80, "A Resolution of the City Council of the City of Greenfield of Intent to Partner with the High School District to Form a Youth Council"**. Roll Call Vote – AYES: Councilmember White, Councilmember Tipton, Councilmember Untalon, Mayor Pro-tem Martinez and Mayor Walker. Motion carried

**DISCUSSION REGARDING MEAL PROVISIONING MATRIX**

Staff report was given by City Manager Wood and Science Workshop Director Sanchez.

Science Workshop Director Sanchez explained the process for the food bank and the other projects that they were implementing which included delivering food to senior citizens and cooking classes for kids and their parents.

Mayor Walker suggested that staff reach out to the local bakeries and stores for donations.

Mayor Pro-tem Martinez thanked Mr. Sanchez for his work on this and agreed with all the projects.

Councilmember Tipton asked that the cooking classes be provided for everyone.

**CONSIDERATION OF RE-OPENING CITY PLAYGROUND FACILITIES**

Staff report was given by Parks & Recreation Coordinator Perez.

City Clerk Rathbun read the public comment that was submitted, no name given, and hereto attached.

There was discussion among the City Council and staff regarding re-opening the city playground facilities.

This item was tabled until the next meeting.

**A MOTION** by Mayor Pro-tem Martinez, seconded by Councilmember Untalon to extend the meeting past 10 p.m. Roll Call Vote – AYES: Councilmember White, Councilmember Tipton, Councilmember Untalon, Mayor Pro-tem Martinez and Mayor Walker. Motion carried

**ADJOURN TO CLOSED SESSION**

Meeting adjourned to closed session on 9:50 p.m.

**CLOSED SESSION – GOVERNMENT CODE SECTION 54957  
PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
TITLE: CITY MANAGER**

**RECONVENE TO OPEN SESSION**

Meeting reconvened to open session at 10:03 p.m.

No reportable action was taken.

**CITY ATTORNEY REPORT**

No report.

**CITY MANAGER REPORT**

City Manager Wood announced that the City would be opening yard sales effective next week. He also stated that one of the water well was down; however, the water supply was okay.

**ADJOURNMENT**

Mayor Walker adjourned the meeting in member of Thomas Alejo, District 1 – Monterey County Supervisor’s Luis Alejo’s father.

Meeting adjourned at 10:06 p.m.

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Mayor of the City of Greenfield

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City Clerk of the City of Greenfield

## Ann Rathbun

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**From:** Jean Lang  
**Sent:** Tuesday, October 13, 2020 4:09 PM  
**To:** City Clerk  
**Subject:** Vote No on Prop. 16

**[This message originated outside of City Of Greenfield .DO NOT CLICK links or attachments unless you are sure the content is safe.]**

Honorable City Council, elected officials, etc.,

My name is Jean Lang. I'm writing this to express my strong opposition to State Measure 16. State Measure 16 uses race to judge the qualifications of applicants to universities, to jobs, etc., This is a textbook definition of racism, pure and simple. If it is passed, how far will we slide down this slippery, dangerous slope? What's next? Set racial quota for elected positions? Set racial quota for NBA and NFL? Set racial quota for TV anchors? Set racial quota for movies and songs?

Please join us to vote "NO" against State Measure 16. Please read out my comments in the city council meeting.

Thanks,

Jean Lang, a very concerned citizen

## Ann Rathbun

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**From:** lauramr88  
**Sent:** Tuesday, October 13, 2020 4:17 PM  
**To:** City Clerk  
**Subject:** General comment

**[This message originated outside of City Of Greenfield .DO NOT CLICK links or attachments unless you are sure the content is safe.]**

Good day city council. I will like for you to consider fixing 12 Street in between Oak Ave and Elm Street. The street is very bad and very narrow. Might be a good idea also to fix and widen the sidewalk before students start classes again. It is very dangerous for them with the traffic and street been in bad conditions.

Sent from my Verizon, Samsung Galaxy smartphone

## Ann Rathbun

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**From:** lauramr88  
**Sent:** Tuesday, October 13, 2020 4:26 PM  
**To:** City Clerk  
**Subject:** Public Comment

**[This message originated outside of City Of Greenfield .DO NOT CLICK links or attachments unless you are sure the content is safe.]**

Good day city council.

As a member of one of the elementary schools in Town, I will like to bring to your attention Greenfield students are having a bad time getting through class during these hard times. One main problem is internet connections. As you are aware there is school buses around Greenfield to provide internet but it is only certain feet a child could reach the internet from the bus. However, there being limited parking spaces out on the streets buses are having a hard time parking in designated places and park in random places. I ask for you to reach out to school board/superintendent and have designated parking spots for these buses. Some houses have so many cars and take up alot of public spaces making it hard for these buses to park and students are suffering not being able to connect or losing connection.

Thank you!

Sent from my Verizon, Samsung Galaxy smartphone

## Ann Rathbun

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**From:** lauramr88  
**Sent:** Tuesday, October 13, 2020 4:46 PM  
**To:** City Clerk  
**Subject:** J-4 Considering reopening parks

**[This message originated outside of City Of Greenfield .DO NOT CLICK links or attachments unless you are sure the content is safe.]**

Good day City council,

It be nice to have parks open again. However theres need to be some changes. Children should always be accompanied with an adult. There are parents who let their children wonder out and about. Adults should take care of their own children and not let them destroy our parks. Theres is lots of graffity on parks or people leave trash behind. In Patriot Park on the north side on Oak street by the soccer field people tend to park and drink and liter its very bad sometimes. The basketball court is always full with adults who even drink and gamble they be playing and people bet on teams. Once in a wild a police officer should make it runs on foot or bike around just to patrol the area.

Thank you.

Sent from my Verizon, Samsung Galaxy smartphone

## Greenfield Community Science Workshop: Monthly Report September 2020

### Programs:

<b>Program</b>	<b>Total Number of Sessions Facilitated</b>	<b>Total Number of Science Experiences Offered</b>
Drop-In	<b>13</b>	<b>130</b>
After School Science, Technology, and Engineering Program	0	0
Day-Time Elementary School Hands-On Science Enrichment Program	0	<b>60</b>
Science Days at local elementary schools.	0	0
South Monterey County Mobile Science Workshop Program (Soledad, King City, San Ardo, San Lucas)	0	0
Professional Development Program for teachers and educators	0	0
Bags Full of Science	<b>18</b>	<b>3,025</b>
City Rec Program Summer Camp	<b>5</b>	<b>50</b>
<b>TOTAL</b>	<b>36</b>	<b>3,265</b>

### Events:

**Food Distribution:** In partnership with the Food Bank and with help from City employees, City officials, the Police Department and at-large volunteers, the Greenfield CSW facilitated two food distribution events during the month of September. Thanks to this partnership with the Food Bank, food distribution in Greenfield will continue to take place on a weekly basis every Tuesday morning. Upcoming Greenfield CSW-sponsored food distribution events will take place on 10/13/20 and 10/27/20.

**Cooling Station:** The Greenfield Community Science Workshop has started to host a cooling station under the shade of our outdoor classroom on warm days. Passing community members

have the opportunity grab a cold water bottle and cool down under the shade of our canopies before they go about their daily businesses. 20+ community members typically stop by, but the cooling station is becoming increasingly popular.

#### Other News and Developments:

**Outdoor Workshop:** The Greenfield CSW started facilitating in-person programming this September in our Outdoor Workshop, located in our parking lot at 45 El Camino. The fires and the poor air quality made it difficult to get going, but conditions have improved and so has attendance. Student participation has been increasing steadily and soon we will be serving the same amount of kids per day as we did prior to the pandemic. Safety remains our top priority; our staff and participants wear masks at all time, practice social distancing guidelines, wash and sanitize their hands frequently and avoid sharing tools and materials.

**MC Gives Fundraising Campaign:** For the second year in a row, the Greenfield CSW has been admitted to the Monterey County Gives! program. A collaboration between the Community Foundation for Monterey County, the Monterey County Weekly and the Monterey Peninsula Foundation, this program has established a matching fund that spurs donations for participating organizations. In other words, donations made to the Greenfield CSW through Monterey County Gives! program will be matched, to a percentage (15%). The fundraising campaign is widely publicized in the Monterey County Weekly newspaper, as well as in many other outlets across Monterey County. The Greenfield CSW raised ~\$13,000 in the 2019 campaign.

The 2020 fundraising campaign will kick off on Thursday, November 12<sup>th</sup>.

**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD PROCLAIMING OCTOBER 2020  
AS NATIONAL BREAST CANCER AWARENESS MONTH**

During National Breast Cancer Awareness Month, our Nation honors the courage and strength of the over 3.4 million Americans who are battling this terrible disease and remembers loved ones whose lives have been affected by breast cancer. In memory of those we have lost, we pledge never to waver from our ongoing search for effective and innovative medical advancements to treat and prevent this disease.

In the United States, more than 268,000 women and approximately 2,600 men are diagnosed with breast cancer annually. While deaths from breast cancer have declined over time, it remains the second most common form of cancer and the second leading cause of cancer death overall among American women, with a staggering 41,000 lives lost each year. For this reason, the City Council urges our fellow residents and Americans, especially those who have a family history or may be at increased risk, to consult with their healthcare providers about the individual likelihood of developing breast cancer. Early detection and regular screening mammograms, followed by timely treatment upon diagnosis, can significantly improve a patient's chance of survival.

This month, and throughout the year, the Greenfield City Council join together in support of our fellow residents and Americans diagnosed with breast cancer, those who are in remission, and those who have lost loved ones to this disease. We also commend the skilled medical professionals and dedicated researchers who provide quality treatment and care to women and men across our country. As one Nation, we will continue to strive for a future in which every American may enjoy a long, healthy life free from the threat of cancer.

**NOW, THEREFORE, I, LANCE WALKER**, Mayor of the City of Greenfield and the City Council do hereby proclaim October 2020 as

**National Breast Cancer Awareness Month**

**IN WITNESS WHEREOF**, I have hereunto set my hand this 27<sup>th</sup> day of October 2020.

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Lance Walker  
Mayor of the City of Greenfield



## *City of Greenfield*

PO Box 127 / 599 El Camino Real  
Greenfield CA 93937  
Phone: 831-674-5591 Fax: 831-674-3149  
[www.ci.greenfield.ca.us](http://www.ci.greenfield.ca.us)

**DATE:** October 22, 2020

**AGENDA DATE:** October 27, 2020

**TO:** Mayor and City Council

**PREPARED BY:** Jerry Hittleman, Contract Planner

**TITLE:** **RESOLUTION FOR THE HLC GREENFIELD DBA HIGHER LEVEL OF CARE - GREENFIELD MEDICINAL AND ADULT-USE CANNABIS DISPENSARY TO APPROVE AMENDMENTS TO THE PREVIOUSLY APPROVED REGULATORY PERMIT AND CONDITIONAL USE PERMIT, APPROVE DESIGN REVIEW, APPROVAL OF A CATEGORICAL EXEMPTION, AND INTRODUCTION OF AN ORDINANCE APPROVING THE AMENDED DEVELOPMENT AGREEMENT.**

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### **AUTHORITY AND PROCEDURES**

The City Council will consider the following actions for the addition of the proposed HLC Greenfield dba Higher Level of Care – Greenfield Medicinal and Adult-Use Cannabis Dispensary to an existing cannabis manufacturing and cultivation facility located at 48 4<sup>th</sup> Street: (1) approve a categorical exemption; (2) approve an amendment to the previously approved regulatory permit; (3) approve an amendment to the previously approved conditional use permit; approval of design review for the project; and (5) introduce an ordinance approving the amended development agreement. The proposed project includes revisions to the previously approved project for a cannabis cultivation and manufacturing facility to add a medicinal and adult use dispensary to the front portion of the existing building and reconfigure the spaces for the manufacturing and cultivation areas. The regulatory and reviewing authority for these actions is the City Council as described below.

Section 17.14.050 of the City of Greenfield zoning code identifies the approving authority responsible for approving, conditionally approving, or denying proposed land use or development permits. For development agreements the City Council is the approving authority, and for conditional use permits the designated approving authority is the Planning Commission. Section 5.28.040 of the municipal code specifies the City Council must review and approve the issuance

of cannabis regulatory permits. Section 17.14.050 of the zoning code states that "[w]hen a proposed project requires more than one permit with more than one approving authority, all project permits shall be processed concurrently, and final action shall be taken by the highest-level designated approving authority for all such requested permits." For cannabis regulatory permits, conditional use permits, and development agreements, the City Council is the approving authority for all these permits and agreements. The Planning Commission may review applications for conditional use permits, regulatory permits, design review, and development agreements and forward its comments and recommendations to the City Council for its consideration, but approval by the Planning Commission is not required.

To operate an adult use cannabis dispensary, the applicant must obtain three separate permits: (1) regulatory permit, (2) a development agreement, (3) a conditional use permit, and (4) design review. Each of these is required by Chapter 5.28 of the municipal code before an adult use dispensary business can be allowed to commence operations anywhere within the City. The regulatory framework for these permits are described below.

Section 5.28.050 of the municipal code requires that prior to initiating cannabis business operations approval of a cannabis regulatory permit is required. Each regulatory permit is for a one-year term that can be renewed on an annual basis. The application and regulatory permit are required to include information regarding the owner of the business, a description of the operations and business policies, and financial information.

Development agreements are authorized under Chapter 16.37 of the municipal code pursuant to the authority of State Government Code Section 65865 *et seq.* The purpose of development agreements is to give certainty to the planning and project development process and to give assurance to the project applicant that upon approval of the project, the applicant may proceed with the project in accordance with then existing policies, rules, and regulations, and, subject to conditions of approval, this will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development. Pursuant to Section 16.37.080 of the municipal code, the Planning Commission shall hold a public hearing on the development agreement and, following public hearing, make a finding as to whether the proposed development agreement is consistent with the general plan and shall act by resolution to recommend the City Council approve or disapprove the development agreement. The development agreement must be approved by ordinance and the City Council must make a finding, following public hearing, that the provisions of the development agreement are consistent with the general plan and any applicable specific plan. (Section 16.37.100).

Section 5.28.090 of the municipal code requires the execution of a development agreement between the City and each cannabis operator as a condition of issuance of a cannabis regulatory permit. That section further provides that the required development agreements shall include terms and conditions that will protect and promote the public health, safety, and welfare.

Section 17.26.040 Permitted Use Table requires approval of a conditional use permit (CUP) for cannabis cultivation, distribution, and manufacturing uses. Section 17.16.060 includes conditional use permit approval procedures to allow for individual review of uses typically having unusual site development features such as cannabis dispensary, cultivation, and manufacturing uses.

Section 5.28.040.D City Council review and approval, requires that the design and layout of a cannabis facility shall be subject to the review and approval of the City Council prior to issuance of a regulatory permit. Section 17.16.070 Design Review, states that the purpose of the design review process is to promote the orderly and harmonious growth of the city; to encourage development in keeping with the desired character of the city; to ensure physical, visual, and functional compatibility between uses; and to help prevent the depreciation of land values by ensuring proper attention is given to site and architectural design. The approving authority for design review is the Planning Commission; however, since the proposed cannabis dispensary use requires City Council approval, the Council will be the approval authority.

## **BACKGROUND**

On February 28, 2017, the City Council approved a regulatory permit for the Greenfield Organix project that included cannabis cultivation and manufacturing uses at 48 4<sup>th</sup> Street. On June 27, 2017, the City Council approved a conditional use permit and development agreement for the same uses at this location. No Design Review was required presumably because only interior tenant improvements were proposed for the initial project. Since this approval date the applicant has built out and is conducting cannabis manufacturing operations since 2018, and is currently constructing the cultivation portion of the project, which is anticipated to start operations in the late in 2020.

Figure 1 below shows the proposed project site outlined in red, surrounding properties, and the surrounding roadway network. The project site, which is in the C-H, MUO Highway Commercial Zone with a Mixed Use Overlay. It is located at 48 4<sup>th</sup> Street and can be accessed via Highway 101 from the Oak Avenue exit to the north. The surrounding properties include existing commercial uses in the C-H, Highway Commercial Zone to the north and south, and industrial uses in the I-L IPO, Light Industrial Zone with an Industrial Park overlay designation to the east.

**Figure 1  
Location Map**



The following are key features of the approved and constructed project at 48 4<sup>th</sup> Street and the current request:

Location	48 4 <sup>th</sup> Street; 1.1 acres
General Plan	Highway Commercial
Zoning	C-H, Highway Commercial, Mixed Use Overlay
Approved Uses	Cannabis Cultivation and Manufacturing
Existing Uses	Cultivation (under construction) – 17,500 square feet Mezzanine level (Cultivation) – 7,006 square feet Manufacturing/Office/Distribution – 7,500 square feet <b>Total Square Footage – 32,006 square feet</b>
Current Request	Reconfiguration of the current floorplan to accommodate: New Medicinal and Adult-Use Dispensary – 2,309 square feet Existing Manufacturing – 5,000 square feet Existing Cultivation (with mezzanine) – 24,697 square feet <b>Total Square Footage - 32,006 square feet</b>

## **PROJECT DESCRIPTION**

The project site is a 1.1 acre lot at 48 4<sup>th</sup> Street with two access points from 4<sup>th</sup> Street and off-street parking located north and south of the existing 25,000 square foot (32,006 square feet including the mezzanine) commercial building on the site (Attachment 3 – Site Plan). The proposed project includes reconfiguration of the existing cannabis manufacturing and cultivation facilities inside the building to accommodate a proposed new medicinal and adult-use cannabis dispensary in the front portion of the building.

As described in the Background Section above, in 2017, the City Council approved a regulatory permit, conditional use permit, and development agreement for cultivation and manufacturing uses on the site. In addition, design review is required for the project’s reconfiguration of interior space, renovated front façade of the building, and landscaping improvements. Currently, the manufacturing use is built-out and operating, and the cultivation use is under construction. The proposed new medicinal and adult use dispensary use would be located in a repurposed 2,309 square foot space in the front or northeast portion of the building in a space previously used for manufacturing purposes. The dispensary would sell both medical and adult use or recreational cannabis products to the public (Attachment 4 – Existing Floorplan and Attachment 5 -Proposed Floorplan).

The proposed cannabis dispensary would include the following:

- Reception and Security Area – 675 square feet. This area is where the public enter the dispensary and their identification materials are checked to determine if they are over 21 years of age and can legally enter the retail portion of the dispensary (Attachment 6 – Rendering of Reception and Security Area);
- Retail Area – 1,090 square feet. The retail area is where cannabis products are displayed and can be purchased by eligible customers (Attachment 7 – Rendering of the Retail Area).
- Storage Area – 520 square feet. This area including the uses below are located behind the retail area.
- Office – 84 square feet
- Employee Break Room – 64 square feet
- ADA Accessible Employee Bathroom – 64 square feet

The front, and a portion of the side, building façades are proposed to be painted gray. Wood paneling and dispensary signage are proposed on the roof area along the front and a portion of the side façades of the building (Attachment 8). Landscape improvements are proposed between the building and public right-of-way along 4<sup>th</sup> Street that would include a combination of faux grass, shrubs, trees, and benches for customers in front of the building.

The proposed project site plan (Attachment 3) includes the following proposed improvements to the parking areas located north and south of the building:

- Propane Storage Area – A proposed propane storage area to be used in the manufacturing process would be located in the southeast corner of the site

- Southern Parking Lot – A security gate would be provided at the entrance to the southern parking lot area. This area has 25 parking spaces that would be used exclusively by employees of the cultivation and manufacturing operations.
- Northern Parking Lot - Two proposed ADA parking spaces would be provided in the front portion of northern parking lot. This parking lot has 28 parking spaces that would be used primarily by dispensary customers and employees.

The days/hours of operation for the proposed dispensary use would initially be 7-days a week from 9:00 AM to 7:00 PM as required in Greenfield Municipal Code Section 5.28.220. It is anticipated that an average of approximately 100 customers per day would visit the dispensary each day. A total of 20 employees would operate the dispensary, with 8 employees onsite during each 6- to 8-hour work shift.

The applicant has submitted a Dispensary Operations Plan as required by Greenfield Municipal Code Section 5.28.040 (Attachment 9). The operations plan includes the following information:

- A description of the project and the various types of cannabis related products to be sold at the dispensary
- Methods to assure compliance with Greenfield Codes and state cannabis law. Examples include validating that all adult use customers are over 21 years of age, requiring membership and physician recommendation verification for medical cannabis customers, and to ensure that all cannabis products are tested prior to sale
- Cannabis record keeping and tracking procedures
- Personnel and training record keeping procedures
- Cannabis waste tracking procedures
- A list of the names and contact information for the owner and managers for the cannabis dispensary
- Hours and days of operation – 9:00 AM to 7:00 PM, 7 day per week
- No delivery of cannabis products is requested
- A site plan and floor plan have been submitted as part of the application

In accordance with Greenfield Municipal Code, an odor management plan is required as part of the operations plan. The applicant has submitted an Odor Control Plan that includes the following main elements (Attachment 9):

- The scrubbing system for treatment of air in the dispensary, manufacturing, and cultivation areas will consist of an Uvonair 5000 Plus Ozone Generator supplying Ona air neutralizer for every 5,000 cubic feet of interior space. As described in the Odor Plan this system will neutralize a wide spectrum of organic and inorganic odor problems typically associated with cannabis facilities.
- Air purification – in addition to the Uvonair system, the facility will use Carbon and HEPA filters to purify air. In air purification systems this system traps known allergens and impurities like dust, lint, mold spores, smoke, benzene and other volatile organic compounds,

- An industrial air curtain will be installed at each entrance and exit to keep odors from escaping through any exterior doorways during extremely brief periods when they are opened during operations.

The operations plan also includes a required Security Plan for the proposed medicinal and adult-use dispensary (Attachment 11) that includes the following main elements:

- Background checks for all employees, volunteers, principals, directors, and board members
- Transport guidelines
- Personnel training
- Security lighting protocols
- Alarm system
- Video camera security
- Perimeter and indoor security provisions
- Access security protocols, including internal access-point control
- Fire security
- Prevention of onsite consumption
- Disposal guidelines for unused or surplus cannabis and cannabis products
- Information system security

The applicant has also submitted a document outlining General Safety Policies (Attachment 12) in conformance with Chapter 5.28 that includes the following main elements:

- Personal safety measures for employees such as training protocols, keeping exits clear and other safety measures
- Fire safety measures
- Protective Equipment requirements
- Security/loss prevention
- Reporting of work-related accidents
- Proper use of workplace chemicals
- Drug and alcohol use policies

## **ANALYSIS**

### **Regulatory Permit Amendment**

Section 5.28.050 of the Greenfield Municipal Code requires that prior to initiating cannabis business operations approval of a cannabis regulatory permit is required. The original regulatory permit for a manufacturing and cultivation facility at 48 4<sup>th</sup> Street was approved by the City Council on February 28, 2017. On June 27, 2017, the City Council approved a conditional use permit and development agreement for these uses at this existing building. The manufacturing use has been in operation since 2018, and the cultivation use is expected to be complete in the Fall 2020.

The currently proposed regulatory permit amendment would add the proposed medicinal and adult-use dispensary. The existing manufacturing and cultivation uses and proposed cannabis dispensary use are in conformance with all provisions of Chapter 5.28 Medicinal and Adult Use Cannabis of the municipal code in terms of location, hours of operation, security measures, and other aspects of the operations plan described above. Therefore, findings for approval of the amended regulatory permit to add the proposed dispensary use are included in the attached resolution (see Attachment 1)

### **Cannabis Condition Use Permit Amendment**

Section 17.26.040 Permitted Use Table of the Greenfield Municipal Code requires approval of a conditional use permit (CUP) for cannabis dispensary, cultivation, and manufacturing uses. Section 17.16.060 of the Code includes conditional use permit approval procedures to allow for individual review of uses typically having strictly regulated site development features for cannabis dispensary, cultivation, and manufacturing uses. The City Council approved the original CUP for this site on June 27, 2017. The proposed current amendment would include minor site plan and interior improvements as described in the project description section above in order to add the cannabis dispensary use to the project in conformance with all cannabis use provision of Chapter 52.8, of the Municipal Code. Therefore, findings for approval of the CUP amendment and draft conditions of approval are included in the attached resolution (Attachment 1).

### **Amended Development Agreement**

Section 5.28.090 of the municipal code requires the execution of a development agreement (DA) between the City and each cannabis operator as a condition of issuance of a cannabis regulatory permit or permits. The purpose of the DA for the manufacturing and cultivation uses was approved by the City Council on June 27, 2017, is to ensure that the developer “creates a beneficial project and physical environment that will conform to and complement the goals of the City, create a development project sensitive to human needs and values, facilitate efficient traffic circulation.” The DA also obligates the developer to pay certain annual operation fees for cultivation and manufacturing to the City.

The amended DA references the addition of the proposed medicinal and adult-use dispensary use. Therefore, there would be two licensees for the amended DA:

- Greenfield Organix 4<sup>th</sup> Street – Manufacturing and Cultivation
- HLC Greenfield dba Higher Level of Care Greenfield – Dispensary Use

A copy of the amended DA amendment is included in the staff report as an Attachment to the Amended Development Agreement Resolution – Attachment 2.

### **General Plan and Zoning Code**

The project site is designated Highway Commercial in the City’s General Plan. This designation allows for uses such as mixed residential and commercial uses, as well as a broad range of commercial uses such as regional shopping centers, banquet facilities, gas stations, vehicle sales

and service, warehouses and similar facilities. The site is zoned C-H, Highway Commercial Mixed Use Overlay (MUO), which allows for a wide range of commercial and cannabis related uses as well as mixed use residential and commercial developments. The proposed addition of a medicinal and adult-use cannabis dispensary to an existing and approved cannabis manufacturing and cultivation building is in conformance with the City’s General Plan and Zoning Code, subject to design review approval by the City Council.

Chapter 17.58 of the Zoning Code regulates parking for commercial zone districts. The following table shows that the proposed project will have adequate parking for the proposed dispensary, manufacturing, and cultivation uses.

USE	FLOOR AREA	PARKING RATIO	SPACES REQUIRED
Dispensary	1,534 sq. ft.	3/1,000	5 spaces
Dispensary Storage	775 sq. ft.	1/3,000	1 space
Manufacturing	5,000 sq. ft.	1/1,000	5 spaces
Cultivation Area	23,274 sq. ft.	1/3,000	12 spaces
Cultivation Office	1,423 sq. ft.	3/1,000	4 spaces
Total number of parking spaces required for the entire structure			27
Total number of parking spaces provided on site			53
<b>Surplus parking spaces</b>			<b>26</b>

### **Design Review**

Section 5.28.040.D City Council review and approval, requires that the design and layout of a cannabis facility shall be subject to the review and approval of the City Council prior to issuance of a regulatory permit. Section 17.16.070 Design Review, states that the purpose of the design review process is to promote the orderly and harmonious growth of the City; to encourage development in keeping with the desired character of the City; to ensure physical, visual, and functional compatibility between uses; and to help prevent the depreciation of land values by ensuring proper attention is given to site and architectural design. The design review request would apply to the project, including the site plan, floor plan, landscape plans, and exterior alterations. The front and a portion of the side building façades are proposed to be painted gray. Wood paneling and dispensary signage are proposed on the roof area along the front and a portion of the side façades of the building as well (Attachment 8). These improvements will enhance the overall appearance of the existing building and would be compatible with surrounding commercial and industrial development. A sign permit will also be required for the proposed signage, and the applicant will need to submit a sign permit application should the other project entitlements be approved.

### **CEQA**

Section 15301 of the State CEQA Guidelines states that a Class 1 Categorical Exemption is for licensing existing public or private structures and facilities, involving negligible or no expansion of an existing use at the time of the lead agency’s determination. See Section 4 for additional discussion.

State CEQA Guidelines Sections 15300.2(a) through (f) list specific exceptions for which a CE shall not be used. These exceptions are as follows:

**Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

**Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

**Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

**Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

**Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

**Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Staff evaluated the project in relation to these exceptions to confirm the project's eligibility of a Class 1 exemption. None of the exceptions would apply to the proposed medicinal and adult-use dispensary, manufacturing, or cannabis cultivation uses; therefore, the project is eligible for a Class 1 exemption.

## **BUDGET AND FINANCIAL IMPACT**

Approval of the amendments to the cannabis regulatory permit, cannabis CUP, design review, and development agreement will have no immediate budget or financial impact on the City, as planning permit processing costs are the responsibility of the applicant. However, upon the commencement of operation of the dispensary it will contribute additional revenues to the City's general fund in the form of additional sales and cannabis taxes and operating fees. Other currently-improved operations will continue to contribute cannabis business taxes and fees on a quarterly and annual basis, respectively. The current manufacturing and cultivation operations pay approximately \$100,000 per year in taxes and \$31,520 in operating fees to the City. It is anticipated that with the addition of the dispensary use the City would collect an additional \$100,000 per year in taxes and operating fees for total annual City revenues of approximately \$231,000.

## **PLANNING COMMISSION ACTION**

On September 1, 2020, the Planning Commission held a public hearing and adopted a resolution recommending approval of the proposed project to the City Council.

## **RECOMMENDATION**

Staff recommends that the City Council take the following actions pertinent to the Higher Level of Care – Greenfield Medicinal and Adult-Use Cannabis Dispensary project:

1. Approve a categorical exemption;
2. Approve an amendment to the regulatory permit;
3. Approve an amendment to the conditional use permit;
4. Approve design review permit; and
5. Introduce an ordinance approving an amended development agreement.

## **ALTERNATIVES**

1. Deny the proposed cannabis regulatory permit amendment, cannabis conditional use permit amendment based on findings of inconsistency with State law, the General Plan, Zoning Regulations and/or other pertinent City standards.
2. Do not introduce an ordinance approving an amended development agreement.
3. Approve the project with additions to or revisions to attached conditions of approval.

## **PROPOSED MOTION**

- 1) I MOVE TO ADOPT RESOLUTION 2020-81 OF THE CITY COUNCIL: (1) APPROVING A CATEGORICAL EXEMPTION; (2) APPROVING AN AMENDMENT TO THE REGULATORY PERMIT; (3) APPROVING AN AMENDMENT TO THE CONDITIONAL USE PERMIT TO ALLOW A MEDICINAL AND ADULT-USE DISPENSARY TO BE LOCATED IN AN EXISTING BUILDING, AND (4) APPROVING DESIGN REVIEW PERMIT FOR THE PROPOSED PROJECT.**
- 2) READ BY TITLE ONLY AND INTRODUCE AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING AN AMENDED DEVELOPMENT AGREEMENT FOR THE GREENFIELD ORGANIX 4<sup>th</sup> STREET PROJECT**

## **ATTACHMENTS**

1. Resolution CC No. 2020-81 including Exhibit A, the project's Conditions of Approval

2. Ordinance - Amended Development Agreement
3. Project Site Plan
4. Existing Floor Plan
5. Proposed Floor Plan
6. Proposed Lobby/Security Area Rendering
7. Proposed Retail Area Rendering
8. Proposed Façade Improvements Rendering
9. Operations Plan
10. Odor Control Plan
11. Security Plan
12. General Safety Policies

**ATTACHMENT 1**

**CITY OF GREENFIELD PLANNING COMMISSION  
RESOLUTION No. 2020-81**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD FOR THE FOLLOWING ACTIONS RELATIVE TO THE HLC GREENFIELD DBA HIGHER LEVEL OF CARE GREENFIELD MEDICINAL AND ADULT-USE CANNABIS DISPENSARY TO APPROVE AMENDMENTS TO THE PREVIOUSLY APPROVED REGULATORY PERMIT AND CONDITIONAL USE PERMIT, APPROVE DESIGN REVIEW, AND APPROVAL OF A CATEGORICAL EXEMPTION**

**WHEREAS**, California Government Code Section 65300 requires the City of Greenfield adopt a comprehensive, long-term general plan for the physical development of the city; and

**WHEREAS**, the City of Greenfield Zoning Code and Chapter 5.28 Medicinal and Adult-Use Cannabis in the Greenfield Municipal Code establishes the City Council as the designated Approving Authority for applications for cannabis regulatory permits, cannabis development agreements, cannabis and conditional use permits, and design review; and

**WHEREAS**, the City of Greenfield approved the Organix 4<sup>th</sup> Street cannabis manufacturing and cultivation project located at 48 4<sup>th</sup> Street, cannabis regulatory permit on February 28, 2017, and a development agreement and conditional use permit on June 27, 2017, via Resolution 2017-53; and

**WHEREAS**, the City Council must make a final determination to approve, conditionally approve, or deny applications for amendments to cannabis regulatory permits, cannabis development agreements, cannabis conditional use permits, design review for renovated buildings after being provided with recommendations from the Planning Director and the Planning Commission; and

**WHEREAS**, the California Environmental Quality Act (CEQA) requires an assessment of the environmental impacts of a proposed project and the adoption of all feasible measures to mitigate those impacts; and

**WHEREAS**, in accordance with CEQA Section 15301, the proposed project qualifies for a Class 1 categorical exemption which allows for permitting of existing public or private structures and facilities, involving negligible or no expansion of an existing use at the time of the lead agency's determination; and

**WHEREAS**, the Higher Level of Care Greenfield project was adequately noticed; and

**WHEREAS**, the Planning Commission of the City of Greenfield held public hearing on the Higher Level of Care- Greenfield Medicinal and Adult-Use Dispensary project on September 1, 2020, and adopted a resolution recommending the City Council: (1) approve a categorical

exemption; (2) approve an amendment to the previously approved regulatory permit; and (3) approve an amendment to the previously approved conditional use permit.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the City Council of the City of Greenfield does make the following Findings:

1. FINDING: That the proposed amendments to the proposed project's cannabis regulatory permit are in conformance with Chapter 5.28 that regulates cannabis businesses.

(a) The City has a comprehensive regulatory scheme for the development, operation, and oversight of cannabis business operations, including a requirement that each cannabis facility enter into a development agreement with the City. This regulatory scheme is codified in Chapter 5.28 of the municipal code.;

(b) A cannabis dispensary, cultivation, and manufacturing facility would be allowed to operate in the City upon issuance by the City Council of a regulatory permit issued pursuant to Chapter 5.28 of the municipal code. The approved cannabis regulatory permit and all its provisions would be amended to include the proposed adult use and medical use cannabis dispensary would also be subject to provisions in Chapter 5.28; and

(c) The proposed cannabis dispensary, manufacturing, and cultivation use project site is in a Highway Commercial zoning district and the existing manufacturing and cultivation uses and planned cannabis dispensary use would occur in an existing structure with mainly interior improvements and only minor exterior site improvements with no expansion of square footage.

2. FINDING: That the proposed amendment to the Organix 4<sup>th</sup> Street project's cannabis conditional use permit for the addition of the proposed cannabis dispensary is in conformance with Chapter 17.16 Permit Requirements of the municipal code as outlined below.

(a) The proposed further development of the project with a cannabis dispensary is consistent with the General Plan objectives, policies, land use, and implementation programs and applicable provisions of the City of Greenfield Zoning Code, Title 17. The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial sites and buildings. The proposed cannabis dispensary would add a viable adult use and medical use dispensary to an existing cannabis manufacturing and cultivation facility, and ensure maximum redevelopment and utilization of the existing building;

(b) Section 17.26.040 of the municipal code requires approval of a conditional use permit for cannabis dispensaries, cultivation, distribution, and manufacturing uses. Compliance with the conditions of approval will ensure that the operation and maintenance of the facilities on the site will not be detrimental to the health, peace, morals, comfort or general welfare of the public; and

(c) The proposed project adequately addresses vehicular, bicycle, and pedestrian transportation modes of circulation. The revised project site plan would include 53 parking spaces, including 2 on-site ADA parking spaces to accommodate those with disabilities, which exceeds the City of Greenfield requirements by 27 spaces.

3. FINDING: The proposed project is required to undergo design review as required by Section 17.16.070 of the municipal code to promote orderly and harmonious growth of the City.

(a) The proposed exterior and interior renovation of the existing building at 48 4<sup>th</sup> Street to create interior space for a cannabis dispensary use and exterior façade improvements in the form of painting the building gray and adding wood paneling and signage along the roof parapet at the front and a portion of the sides of the building is consistent with the Highway Commercial designation in the General Plan and C-H, Highway Commercial zoning that allows cannabis cultivation,

(b) The proposed architecture, site design, and landscape design are suitable for the purposes of the building and the site and will enhance the character of the neighborhood and the community. The existing building has in the past been used for commercial and light industrial uses allowable in the Highway Commercial zone district. The proposed façade improvements that involve painting the building gray and adding wood paneling along the roof line are compatible with surrounding commercial and industrial buildings along 4<sup>th</sup> Street and areas with similar heavy commercial and industrial development to the east. Landscape enhancements are proposed along 4<sup>th</sup> Street in front of the building will further enhance the site and surrounding area; and

(c) The proposed project adequately addresses vehicular, bicycle, and pedestrian transportation modes of circulation. The parking lots north and south of the building will be improved to include two handicap accessible parking spaces with code compliant access to the building and sufficient parking for the existing cultivation and manufacturing uses as well as the proposed dispensary use. A total of 53 parking spaces are provided where 27 parking spaces are required for the various cannabis uses resulting in a surplus of 26 parking spaces.

4. FINDING: Section 15301 of the State CEQA Guidelines states that a Class 1 Categorical Exemption is for permitting existing public or private structures and facilities, involving negligible or no expansion of an existing use at the time of the lead agency's determination. State CEQA Guidelines Sections 15300.2(a) through (f) list specific exceptions for which a CE shall not be used. These exceptions are as follows:

**Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

**Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

**Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

**Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

**Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

**Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

None of the exceptions would apply to the dispensary, manufacturing, or cannabis cultivation uses; therefore, the project is eligible for a Class 1 CEQA exemption.

**NOW, THEREFORE, BE IT HEREBY FURTHER RESOLVED,** that the City Council of the City of Greenfield has considered all written and verbal evidence regarding this matter at the public hearing and does hereby:

1. Approve the Categorical Exemption in accordance with Section 15301 of the State CEQA Guidelines;
2. Approve an amendment to the cannabis regulatory permit;
3. Approve an amendment to the cannabis conditional use permit and attached conditions of approval; and
4. Approve design review for the proposed façade improvements.

**PASSED AND ADOPTED** by the City Council of the City of Greenfield, at a regularly scheduled meeting of the Planning Commission meeting held on the 27<sup>th</sup> day of October 2020, by the following vote:

**AYES,** and all in favor, therefore, Councilmembers:

**NOES,** Councilmembers:

**ABSENT,** Councilmembers:

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Lance Walker, Mayor

Attest:

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Ann F. Rathbun, City Clerk

**CONDITIONS OF APPROVAL FOR THE  
AMENDED CONDITIONAL USE PERMIT FOR A  
MEDICINAL AND ADULT-USE DISPENSARY FOR  
PROPERTY LOCATED AT 48 4<sup>TH</sup> STREET**

Project: Addition of a Medicinal and Adult-Use Dispensary at 48 4<sup>th</sup> Street.

Applicant: HLC Greenfield dba Higher Level of Care Greenfield

APN: 109-521-000

Date: September 1, 2020

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1. The development and use of the property that is the subject of this Conditional Use Permit for a medicinal and adult-use cannabis dispensary, cannabis cultivation, and manufacturing facilities is an allowed use subject to the conditions as set forth below.
2. Development of the property for a medicinal and adult-use cannabis dispensary, cannabis cultivation, and manufacturing facility shall be in accordance with the approved Amended Development Agreement.
3. A medicinal and adult-use cannabis dispensary, cannabis cultivation, and manufacturing business shall not operate on the property that is the subject of this Conditional Use Permit without the operator of that business holding a valid Regulatory Permit for the operation of such business issued by the City as provided for under chapter 5.28 of the City of Greenfield municipal code.
4. At such time as the State of California requires the operator of cannabis facilities and business entities to hold a valid and current license duly authorized, approved, and issued by the State in accordance with State laws and regulations now or hereinafter enacted for the operation of such business, a cannabis dispensary, cultivation, or manufacturing business shall not operate on the property that is the subject of this Conditional Use Permit without the operator of that business holding any and all licenses or permits required and issued by the State of California.
5. Construction activities shall be in accordance with the City's Standard Conditions for Construction, attached hereto and incorporated herein by reference.
6. Final landscape and irrigation plans shall be submitted as part of the plan check process for issuance of a building permit. Issuance of a building permit is conditional upon compliance with all applicable provisions of the landscape requirements and standards of chapter 17.54

of the zoning code. The Planning Director shall review and approve the final landscape plans for conformity with these requirements.

7. Compliance with the construction recycling and diversion, water use efficiency, and energy efficiency standards set forth in section 17.55.030 is required. The project's resource efficiency plan will be reviewed during the plan check process, and a building permit will not be issued if the proposed plan does not comply with the requirements of chapter 17.55.
8. All employees are required to park on-site and are not permitted to park off-site or on the street.
9. The odor control plan shall be approved by the Community Development Director prior to start of dispensary operations and is subject to ongoing inspections and approval.
10. At the time of application for a building permit, the project's plans and specifications will be reviewed by the Planning Director for conformance with the lighting requirements of chapter 17.56 of the zoning code. A building permit will not be issued if proposed outdoor lighting is not in compliance with the requirements of this chapter.
11. On-site vehicle parking shall be provided in accordance with the parking requirements and design standards of chapter 17.58 of the zoning code. The dispensary parking shall be allocated at 3 spaces per every 3,000 square feet of dispensary retail and lobby area. Greenhouses and other facilities used for cannabis cultivation or nursery purposes shall be classified as "warehousing, storage, and distribution" with an associated requirement of one parking space per 3,000 square feet of built space plus one company operated vehicle. Parking for spaces used for manufacturing purposes shall be classified as "manufacturing, printing and publishing, and rendering" with an associated requirement of one parking space per 1,000 square feet of built space plus one company operated vehicle. Parking for office, support, and other spaces shall be in accordance with the appropriate classification of that space. Bicycle parking shall be provided in accordance with section 17.58.100 of the zoning code at the ratio of one bicycle parking space for every five vehicle spaces. Off-street loading shall be provided in accordance with section 17.58.110 of the zoning code. Exceptions to the vehicle parking requirements of chapter 17.58 may be granted by the Planning Director upon demonstration by the facility operator that adequate on-site parking is provided for all employees, visitors, shipping/receiving, and loading/unloading uses and no on-street parking is required for employees or visitors.
12. The requirements of chapter 17.60 of the zoning code apply to all development projects in all zoning districts. For cannabis facilities, compliance with the hazardous materials standards and requirements of section 17.60.020, the noise standards of section 17.60.030, and the odor, particulate matter, and air containment standards of section 17.60.040 are of particular importance. Compliance with the odor containment requirements set forth in paragraph 5.28.050.F.4.i of the municipal code is also required.

13. As required by section 17.62.020 of the zoning code, all exterior signage shall receive zoning clearance (administrative plan check) by the Planning Director to ensure compliance with the applicable provisions of chapter 17.62 of the zoning code; subject, however, to the provisions of section 5.28.150 of the municipal code regulating exterior signage for cannabis facilities. The Planning Director shall review and approve the final exterior signage plans for conformity with these requirements. Upon approval by the Planning Director, a sign permit shall be approved by the City prior to installation of any new signage on the property.
14. This Conditional Use Permit shall remain in force for so long as the development and use of the property as a cannabis dispensary, cultivation, and/or manufacturing facility remains in compliance with the requirements of this Conditional Use Permit.
15. If application for a building permit is not made within one year after approval of this Conditional Use Permit, it will be necessary for the applicant to submit a new application for a Conditional Use Permit. Time extensions may be granted by the Planning Director upon receipt of a written request for a time extension submitted to the City no less than thirty (30) days prior to expiration of this one-year period, or any extension thereto previously granted.
16. The terms and conditions of this Conditional Use Permit shall apply to and inure to the benefit of all subsequent property owners, heirs, assigns, and successors in interest.
17. The dispensary use shall not be given final building permit approval and cannot open for business until the manufacturing area, cultivation area, and dispensary areas are in full compliance with all building and fire code requirements.
18. Fire sprinklers for the cultivation area and any other required parts of the building shall be installed and signed off by the Fire Marshall prior to the dispensary opening for business.
19. Project-related ground-disturbing activities shall be observed by a qualified Native American monitor. If archaeological resources are encountered during ground-disturbing activities, work in the immediate area must halt until the potential resources are evaluated and/or removed. Reburial of human remains and placement or return of all cultural items must be coordinated with the Ohlone/Costanoan-Esselen Nation (OCEN).
20. All Standard Conditions of Approval in Exhibit "A" shall apply to the Cannabis Conditional Use Permit.

**EXHIBIT A**  
**STANDARD CONDITIONS OF APPROVAL**  
**FOR ADDITION OF THE HIGHER LEVEL OF CARE**  
**MEDICINAL AND ADULT-USE CANNABIS DISPENSARY**

1. The project applicant shall execute the City's standard Processing Agreement for payment of costs of development and permit applications whereby the applicant agrees to reimburse the City for all costs incurred by the City in processing development applications, project approval, plan check, permit issuance, inspection, project close-out, and all other costs and expenses incurred by the City in processing, approving, inspecting, and implementing the development project.
2. The project applicant shall comply with all provisions of any approved cannabis use of the Municipal Code, including, but not limited to applicable provisions of Chapter 5.28 Medicinal and Adult-Use Cannabis.
3. The use shall be conducted in compliance with all appropriate Local, State, and Federal laws and regulations, and in conformance with the approved plans.
4. The issuance of a permit or approval of plans and specifications shall not be construed as a permit or an approval of any work that violates the Greenfield Municipal Code.
5. Modifications to the project or to the conditions imposed may be considered in accordance with the City Zoning Ordinance. All revisions shall be submitted to the Building Department prior to field changes and are to be clouded or otherwise identified on the plans submitted with the request for modification.
6. Minor plan changes shall be subject to review and approval by the Planning Director and City Engineer prior to implementation. Major plan changes may also require review and approval of the Planning Commission and/or City Council. The Planning Director shall determine whether review and approval by the Planning Commission and/or City Council is required.
7. A note shall be placed on the plans stating that all utilities shall be placed underground and any associated easements for utilities shall be shown on the Final Map or Grant Deed.
8. Permanent monuments shall be furnished and installed by the applicant as required by the Director of Public Works and detailed in Section 16.20.050 of the Municipal Code.
9. Damage to public roads caused by construction of applicant's project shall be repaired to the satisfaction of the Public Works Department at the applicant's expense prior to final building inspection. The project applicant shall post a bond to secure payment for damage to a city street caused by construction activity in connection with work authorized by the permit. The Public Works Department may waive this requirement when the construction activity will not foreseeably damage the street.

10. The project applicant may not place, maintain or operate steel-tracked grading or construction equipment with cleats on a public or private street without placing protective material beneath the equipment to protect the surface of the street.
11. For new construction, the City shall require the applicant for a building or grading permit to rehabilitate the street pavement along the frontage of the property from the edge of the street to the center of the right-of-way.
12. The project applicant shall be responsible for designing, constructing, and paying for all off-site utility, roadway, and storm water system improvements necessary to provide required services to the project. All utility and infrastructure improvements will be designed and constructed in conformance with City Standards.
13. All landscaping shall utilize drought tolerant species, water efficient drip or micro-spray irrigation systems, and comply with all water conservation regulations issued by the State Water Resources Control Board. Street trees shall be 24-inch box trees with an average spacing of not less than twenty-five feet on center. Street trees shall be maintained by the project's Lighting and Landscape Maintenance District, if such district is created at the direction of the City.
14. All utility easements shall be provided on the construction plans and as shown on the approved Final Map, if any, or on any Grant Deed establishing such easements, on file to meet the requirements of the utility companies and the Director of Public Works and/or City Engineer. As required, City Council acceptance of all public easements shall be obtained prior to recordation of the Final Map.
15. The project applicant shall contact the Greenfield U.S. Postmaster to locate in the project the placement of "Neighborhood Delivery and Collection Boxes" (NDCBUs). Any required easements shall be dedicated and shown on the Final Map, if any, or on any Grant Deed within a public utility easement, as approved by City Staff and the Postmaster, Greenfield Post Office.

#### **PRIOR TO THE ISSUANCE OF GRADING AND BUILDING PERMITS**

16. The project applicant shall submit the building permit application for City review and approval and shall pay all costs associated with preparation of the building permit application and issuance of the building permit.
17. All plans and specifications for public works improvements shall be approved by the City Engineer prior to the issuance of a building permit, the construction of said improvements shall be in accordance with the City Specifications and shall be inspected by the Director of Public Works or his authorized agent.
18. Fire hydrants shall be provided by the project applicant at locations within the project area to be approved by the Fire Chief and the City Engineer and shown on the construction plans.

19. All utilities shall be placed underground. Any associated easements for structures shall be shown on the construction plans and screened to the extent possible from public view through discreet placement and landscaping or fencing.
20. If required by the City, a Lighting and Landscape Maintenance District (LLMD) shall be created by the project applicant, subject to approval by the City Attorney and City Engineer. All costs associated with the creation of the LLMD by the City shall be the responsibility of the project applicant. The LLMD shall include an escalation clause to address increases in the future cost of maintenance and replacement. The LLMD shall address maintenance and operation of all public landscaping and irrigation improvements and street lighting of a local nature in public right of ways, parks, and open space; maintenance of sound walls and community fences; and metering and irrigation for all landscaping strips between the sidewalk and street and open space/park; and other maintenance items as may be required by the Public Works Director or City Engineer. The project applicant shall be responsible for maintaining the items included within the LLMD during the applicable warranty period(s).
21. If required by the City, a Street and Drainage Maintenance District (SDMD) shall be created by the project applicant, subject to approval by the City Attorney and City Engineer. All costs associated with the creation of the SDMD by the City shall be the responsibility of the project applicant. The SDMD shall include an escalation clause to address increases in the future cost of maintenance and replacement. The SDMD shall address the maintenance and operations of streets, roads and highways; the maintenance and operation of drainage and flood control facilities and detention basins; and other maintenance and operation items as may be required by the Public Works Director or City Engineer. The project applicant shall be responsible for maintaining the items included within the SDMD during the applicable warranty period(s).
22. An on-site storm water detention system shall be designed, constructed and maintained in accordance with City regulations, subject to the final review and approval of the City Engineer. The project's storm water design system will include routing of storm water runoff to off-site drainage facilities when the on-site storm water detention/percolation basin's design capacity is exceeded to avoid impacting adjacent lands. If storm water detention/percolation facilities are not constructed at the beginning of the project construction process, temporary storm water detention facilities shall be implemented to collect runoff and sediment during the grading and construction on site. Final basin configuration shall include landscaping, and perimeter fencing if required by the City, subject to approval by the Planning Director, Public Works Director, and City Engineer.
23. No work shall commence on the subject property until required improvement plans and performance bonds have been submitted to the City and appropriate grading, building or other permits have been issued.

24. The project applicant shall submit for approval of the Planning Director and City Engineer, a Final Landscape Plan for the landscaping of any park and open space, planting strips, fencing surrounding any open space/detention basin, public rights-of-ways, and front and side street setback areas visible from the public right-of-way. All landscaping shall utilize drought tolerant species and water efficient drip or micro spray irrigation systems.
25. The project applicant shall prepare a parking plan indicating the location and number of on-site parking spaces available within the project area.
26. The project applicant shall submit a list of street names in accordance with the City of Greenfield policy and approved by the City Council.
27. The project applicant shall prepare and obtain Public Works Director and City Engineer approval of a construction management plan that mitigates temporary traffic impacts. The plan shall detail where adequate off-street parking will be provided and include adequate provisions for construction crew and equipment parking so that the road, mailboxes and driveways are not blocked.
28. The project applicant shall prepare a Public Works Improvement Plan to be approved by the Public Works Director and City Engineer. The Plan shall include all required on- and off-site public improvements including, but not limited to the water system, sanitary sewer system, storm water drainage system including a detention basin (if required), street improvements and other utilities, fire hydrants, streetlights, parking lot lights, street landscaping, and project fencing.
29. Plans showing how the sewer line will be linked to the project area shall be provided to the Public Works Director and City Engineer for review and approval.
30. The storm water detention system shall demonstrate capacity for serving the subject property. Design calculations shall be provided to the City Engineer for review and approval along with detailed design.
31. A detailed soils report shall be prepared by a qualified soils engineer and the recommendations of the engineer, as contained in the report, shall be followed for site preparation, grading, foundation support and structural loading designs so that all future site development designs shall be able to withstand earthquake ground movement as required by the most recent edition of the California Building Code (CBC) consistent with the location of the project in relation to known earthquake faults. All excavated and graded material shall be sufficiently watered, using non-potable water when logistically possible, to prevent excessive dust.
32. Site grading and any required storm water detention basin shall be constructed in accordance with the approved improvement plan to collect runoff and sediment during the grading and construction on site.

33. The use of dust and litter control measures during construction shall be required. The measures proposed for use shall be submitted to the City Engineer for approval.
34. The project applicant shall pay all applicable fees, to be calculated using the fee scale in place at the time of application for a building permit, including impact fees for fire, regional transportation agency and schools for each lot or parcel as it is developed. Prior to issuance of a Certificate of Occupancy, all other required impact fees including but not limited to sewer, water, traffic, general facilities, community center and police impact fees shall be paid for each lot or parcel as developed.
35. Existing on-site wells shall be capped and sealed consistent with state law and County of Monterey procedures; however, such wells may be used for irrigation purposes provided required permits and approvals are obtained from the County of Monterey and other jurisdictions having authority over on-site wells for private irrigation purposes. Septic Systems that may be present on-site shall be demolished according to Monterey County Health Standards.
36. The project applicant shall prepare a Waste Management Recycling, Material Recovery, and Diversion Program for review and approval by the Public Works Director and City Engineer. The program shall include all elements and requirements of chapter 15.24 "Deconstruction, Demolition and Construction Material Recovery and Diversion from Landfills" of the City of Greenfield Municipal Code. Except for self-haul, all material hauling shall be by Tri-Cities Disposal, the exclusive franchisee for waste and recycling hauling in the City of Greenfield.
37. The project applicant shall prepare an Erosion and Sediment Control Plan for review and approval by the Public Works Director and City Engineer. The Plan shall include appropriate site-specific construction site Best Management Practices (BMPs); the rationale used for selecting BMPs including supporting soil loss calculations, if necessary; features and facilities to ensure runoff is treated before leaving the site and an evaluation of the feasibility of storage for later use; list applicable permits directly associated with the grading activity including, but not limited to, any permits required by the State Water Board, U.S. Army Corps of Engineers, and California Department of Fish and Game along with documentation that the required permits have been obtained prior to commencing any grading activity; and drawings and specifications necessary to implement the Plan.
38. If grading shall affect more than one acre, the project applicant shall file a Notice of Intent (NOI) and submit a Storm Water Pollution and Prevention Plan (SWPPP) to the Regional Water Quality Control Board (RWQCB). The SWPPP shall be developed in accordance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities Order No. 2009-0009-DWQ NPDES No. CAS000002 as amended by Order No. 2012-0006-DWQ. This shall be accomplished prior to site grading and development.

## **DURING CONSTRUCTION AND PRIOR TO FINAL BUILDING INSPECTION**

39. Construction activities shall be limited to daylight hours between 7:00 a.m. and 6:00 p.m. excluding Saturdays, Sundays, and holidays. The developer may request in writing from the Public Works Director authorization for construction activities on other than weekdays. If any extremely loud noises (noises which exceed the NUC General Performance Standards for noise, section 17.54.030 of the City municipal code) are to occur and are known of beforehand (i.e., continuous drilling and/or large earthmoving 24-hour notice shall be given to all neighbors within 500 feet of the project site, as well as posting a notice on site.
40. The project applicant shall obtain an encroachment permit(s) from the Public Works Department for all work constructed in the public right-of-way. This permit shall be obtained prior to commencement of any work in the public right-of-way.
41. Trash, scrap and debris shall be stored in a container(s) on the construction site. Bins shall be provided by the contractor if self-haul, otherwise by Tri-Cities Disposal, the exclusive trash, scrap, and debris hauler franchisee in the City of Greenfield.
42. No person shall place or maintain a container in the public right-of way without an encroachment permit.
43. No person shall place, install or maintain a portable sanitary facility on a construction site closer to the property line than the building setback line.
44. The City may temporarily prohibit or restrict stopping, parking or standing of vehicles along a street abutting a construction project where necessary for public safety. Any such parking restriction shall not be effective until the City places a sign(s) or marking(s) at the site. Any such parking restriction shall be limited to the duration of the project.
45. The City may designate a truck route for ingress and egress from the property during the term of the building permit to minimize the impact of the construction such as noise, dust, traffic safety hazards and potential damage to pavement on a residential street; provided designation of the truck route will not unreasonably impair the contractor's access to the site or cause undue economic hardship.
46. Construction sites within the entire project area shall be watered each day during construction and all unpaved roads shall be watered twice a day during grading activities to minimize the generation of fugitive dust. In addition, travel on unpaved roads in the construction area shall be limited to 15 miles per hour or less. All stationary and mobile construction equipment shall be properly maintained to minimize exhaust during construction.
47. All rubbish and dead vegetation shall be removed from the site prior to final inspection by the Building Official.

48. The project applicant shall post a publicly visible sign that specifies the telephone number and person to contact regarding dust and other construction related complaints. This person shall respond to complaints and take corrective action within 48 hours. The phone number of the Monterey Bay Unified Air Pollution Control District shall be visible to ensure compliance with Rule 402 (Nuisance).
49. The site shall be properly maintained during construction or a Stop-Work Order will be issued by the Building Official (i.e., refuse shall be discarded promptly, construction materials shall be neatly stored, and the public right-of-way shall not be encroached upon).
50. The water system shall be designed and constructed in accordance with City standards and State law and shall be installed by the developer and accepted by the City.
51. All water mains, sanitary sewers and their appurtenances, storm water drainage lines, and any other utilities to be located beneath the public street, with service laterals up to the property line for each individual lot included within the project area, shall be installed prior to surfacing the streets.
52. All public improvements including the installation of landscaping, construction of storm water detention basins, installation of street improvements, installation of utilities, and installation of fencing shall be completed to the satisfaction of the Public Works Director and City Engineer. The project applicant shall be responsible for maintaining such public improvements until accepted by the City.
53. Installation and testing of the sewer lines, water systems and fire hydrants must be conducted in accordance with AWWA and standard specifications.
54. All grading within the boundaries of the project area shall be done under the direction and supervision of a soils engineer. Upon completion of all grading, a final soils report shall be submitted to the Public Works Department by the soils engineer. The report shall include locations and elevations of field density tests, summaries of field and laboratory tests, and any other substantiating data developed by the soils engineer.
55. If, during construction, cultural, archaeological, historical, or paleontological resources are uncovered at the site (surface or subsurface resources), work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. The Public Works Director and a qualified archaeologist (i.e., an archaeologist registered with the Society of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the Public Works Director and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

56. In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of Monterey County has determined whether the remains are subject to the coroner's authority. This is in accordance with Section 7050.5 of the California Health and Safety Code. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of identification. Pursuant to Section 5097.98 of the Public Resource Code, the Native American Heritage Commission will identify a "Native American Most Likely Descendent" to inspect the site and provide recommendations for the proper treatment or disposition of the remains and any associated grave goods.
57. All required street names, crosswalks, and traffic control signs as required, shall be installed in accordance with the drawings and specifications, the improvement plans, and the approval of the Public Works Director, City Engineer, and Police Chief.
58. All fixtures and appliances shall be water conserving and low-flow, subject to the approval of the Building Official and consistent with the City's water conservation ordinance and regulations of the State Water Resources Control Board. Toilets shall have maximum water usage of 1.6 gallons per flush. Showers shall consume a maximum of 2.5 gallons per minute.
59. The project applicant shall prepare a Post-Construction Stormwater Management Plan in accordance with the requirements of the Regional Water Quality Control Board, Central Coast Region, Resolution No. R2-2013-0032. The Plan shall be reviewed and approved by the Public Works Director and City Engineer. The City's standard Agreement for Maintenance of Storm Water Facilities shall be executed with the City and recorded with the Monterey County Recorder's Office.
60. When all construction is substantially complete, a temporary certificate of occupancy may be issued at the discretion of the Building Official. Temporary certificates of occupancy may be issued, at the discretion of the Building Official, on a building-by-building basis, or a phase-by-phase basis, thereby allowing phased occupancy of the total project.
61. A final certificate of occupancy shall not be issued until all punch-list items identified by the Building Official during the final inspection are complete and accepted to the satisfaction of the Building Official, any conditions imposed at the time a temporary certificate of occupancy is issued have been satisfied, final Fire Department approvals have been received, and all project close-out documents required under any development agreement, the City municipal code, and these conditions of approval have been received and accepted by the City.

**ATTACHMENT 2**

**AMENDED DEVELOPMENT AGREEMENT  
CITY OF GREENFIELD CITY COUNCIL  
ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING  
AN AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR CANNABIS  
CULTIVATION AND MANUFACTURING FACILITIES FOR GREENFIELD ORGANIX 4<sup>th</sup>  
STREET – (LICENSEE) AND MEDICINAL AND ADULT USE DISPENSARY FOR HLC  
GREENFIELD DBA HIGHER LEVEL OF CARE GREENFIELD (LICENSEE)  
AT 48 4<sup>TH</sup> STREET**

**WHEREAS**, Section 65865 of the State of California Government Code provides that cities may enter into a development agreement with any person having legal or equitable interest in real property for the development of property; and

**WHEREAS**, Section 65867.5 of the State of California Government Code provides that development agreements shall be approved by ordinance; and

**WHEREAS**, Sections 16.37.010 and 17.16.160 of the City of Greenfield Municipal Code set forth the procedures for approval of development agreements; and

**WHEREAS**, Section 5.28.090 of the City of Greenfield Municipal Code provides that development agreements may be entered into as a condition of issuance by the City of regulatory permit or permits for cultivation, dispensing, and manufacturing facilities for cannabis authorized under Chapter 5.28 of the City of Greenfield Municipal Code; and

**WHEREAS**, it is the desire of the City of Greenfield City Council to enter into an amended development agreement with Greenfield Development 1 LLC for both the approved Organix 4<sup>th</sup> Street facility at 48 4<sup>th</sup> Street; and

**WHEREAS**, the proposed amended development agreement was heard, reviewed and discussed by the City of Greenfield City Council at a duly noticed public hearing;

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the City Council of the City of Greenfield has considered all written and verbal evidence regarding the proposed amended development agreement and has made the following findings:

1. **FINDING:** That the proposed amendments to the Organix 4<sup>th</sup> Street project’s cannabis development agreement are in conformance with Chapter 5.28 that regulates cannabis businesses.

(a) The City has a comprehensive regulatory scheme for the development, operation, and oversight of cannabis business operations, including a requirement that each cannabis facility enter into a development agreement with the City. This regulatory scheme is codified in Chapter 5.28 of the municipal code. The purpose of the required development agreement is to set forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of Chapter 5.28, including, but not limited

to, public outreach and education, community service, payment of fees, taxes, and other charges as mutually agreed, and such other terms and conditions that will protect and promote public health, safety, and welfare. The approved Gleanomic LLC and Greenfield Organix 4<sup>th</sup> Street development agreement includes all these provisions and would be amended to include the new cannabis dispensary use, which also would be subject to these regulations;

(b) A cannabis dispensary, cultivation and manufacturing facility would be allowed to operate in the City upon issuance by the City Council of a regulatory permit issued pursuant to Chapter 5.28 of the municipal code. The approved Greenfield Organix 4<sup>th</sup> Street project cannabis regulatory permit and all its provisions would be amended to include the new cannabis dispensary use would also be subject to provisions in Chapter 5.28;

(c) The proposed cannabis new dispensary, and existing manufacturing, and cultivation site is in a C-H, Highway Commercial zoning district and the existing building would be renovated to accommodate the proposed new dispensary use. The existing building exterior, frontage landscaping, and parking areas would also be improved as part of the project.

2. FINDING: Section 15301 of the State CEQA Guidelines states that a Class 1 CE is for permitting existing public or private structures and facilities, involving negligible or no expansion of an existing use, which includes existing cannabis manufacturing and cultivation uses and the addition of a dispensary use into the existing structure, at the time of the lead agency's determination. State CEQA Guidelines Sections 15300.2(a) through (f) list specific exceptions for which a CE shall not be used. These exceptions are as follows:

**Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

**Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

**Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

**Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

**Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

**Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

None of the exceptions would apply to the dispensary, manufacturing, or cannabis cultivation uses; therefore, the project is eligible for a Class 1 exemption.

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

**Section 1. Evidence:** The City Council has considered all the evidence submitted into the administrative record, which includes, but is not limited to, public comments, both written and oral, received and/or submitted at , or prior to the City Council's consideration of this amendment.

**Section 2. Ordinance Adopting the Amended Development Agreement:** The amended development agreement is approved and shall be adopted in the form of the agreement attached hereto.

**Section 3. Severability:** If any section, subsection, clause, phrase, sentence, or word of this ordinance is for any reason held invalid by a court of competent jurisdiction or by preemptive legislation, such decision or preemptive legislation shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Greenfield declares that it would have passed this ordinance and each section, subsection, clause, phrase, sentence, or word thereof, irrespective of the fact that one or more sections, subsection, clause, phrase, sentence, or word be declared invalid.

**Section 4. Execution and Certification:** The City Clerk is directed to do all things necessary to cause the execution of this ordinance immediately upon its adoption and shall thereafter certify to the passage of this ordinance and cause the same to be published and posted according to law.

**Section 5. Effective Date:** Pursuant to California Government Code Section 36937, this ordinance shall take effect thirty (30) days after its passage and adoption by the City Council of the City of Greenfield.

**INTRODUCED** at a regular meeting of the City Council of the City of Greenfield on the 27<sup>th</sup> day of October 2020.

**PASSED AND ADOPTED** by the City Council of the City of Greenfield at a regular meeting of the City Council held on the \_\_\_ day of November 2020, by the following vote:

**AYES**, and all in favor, therefore, Councilmembers:

**NOES**, Councilmembers:

**ABSENT**, Councilmembers

---

Lance Walker, Mayor

Attest:

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Ann F. Rathbun, City Clerk

RECORDING REQUESTED BY:

**CITY OF GREENFIELD**

When Recorded Mail To:

City Clerk  
City of Greenfield  
599 El Camino Real  
P.O. Box 127  
Greenfield, CA 93927

*Space above this line for Recorder's use*

*Fee Waived per Government Code § 27383*

**AMENDED DEVELOPMENT AGREEMENT**

**BETWEEN THE**

**CITY OF GREENFIELD**

**AND**

**GLEANOMIC, LLC (Developer)**

**AND**

**GREENFIELD ORGANIX 4<sup>th</sup> STREET (Licensee – Manufacturing and Cultivation)**

**HLC GREENFIELD dba HIGHER LEVEL OF CARE GREENFIELD**

**(Licensee – Dispensary)**

**THIS AMENDED DEVELOPMENT AGREEMENT** (this “Amended Development Agreement”) is made and entered in the City of Greenfield on this \_\_\_\_ day of \_\_\_\_\_, 2020, by and among the City of Greenfield, a Municipal Corporation (hereafter “City”), Gleanomic, LLC, a California limited liability company (hereafter “Developer”), and Greenfield Organix 4<sup>th</sup> Street (hereafter “Licensee” for manufacturing and cultivation) and HLC Greenfield dba Higher Level of Care Greenfield (hereafter “Licensee” for the dispensary) pursuant to the authority of Section 65864 *et seq.* of the California Government Code and Greenfield Municipal Code, Chapter 16.37. City and Developer are, from time-to-time, individually referred to in this Agreement as a “Party,” and are collectively referred to as “Parties.”

## **RECITALS**

California Government Code Section 65864 *et seq.* (“Development Agreement Statute”) and Chapter 16.37 of the Greenfield Municipal Code (hereafter “Chapter 16.37”) authorize the City to enter into a Development Agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.

This Amended Development Agreement has been prepared in accordance with the requirements of the Development Agreement Statute and Chapter 16.37.

Developer owns certain real property consisting of approximately 1.1-acres of land located at 48 4<sup>th</sup> Street in the City of Greenfield, also known as Monterey County APN: 109-171-002, and that is more particularly described in Exhibit A attached hereto and is incorporated herein by reference.

Licensees have a leasehold interest in the Property and has been approved by the City for issuance of a Cannabis Regulatory Permit. The Licensees have permission from Developer to operate the Project upon the Property.

Chapter 5.28 of the Greenfield Municipal Code (hereafter “Chapter 5.28”) establishes a regulatory permit for cannabis facilities (“Regulatory Permit”), and prohibits the operation of a cannabis facility without first obtaining such a permit.

The terms “cannabis” and “marijuana” are or may be used interchangeably in this Agreement. Any reference to “cannabis” is a like reference to “marijuana” and vice versa.

Developer proposes to develop the Property to be used for cannabis cultivation and/or manufacturing and/or dispensing, specifically as authorized by the Licensee’s Regulatory Permit, that may include producing cannabis edibles and/or any additional cannabis uses that may be approved of by the City in the future (“the Project”).

Pursuant to Chapter 5.28, the City Council adopted Resolution No. 2016-15, creating administrative regulations for the Regulatory Permit (“Administrative Regulations”).

The Project is an allowed use in the Highway Commercial (C-H) zoning district, and the Project complies with all commercial development standards for the Highway Commercial (C-H) zoning district set forth in Section 17.32.040 of the Greenfield Municipal Code.

Licensee has applied for, and City approved on February 28, 2017 (Greenfield Resolution No. 2017-09), issuance of a Regulatory Permit under Chapter 5.28 to Licensee

for cannabis facilities as set forth in this Agreement. Developer has further applied for, and City has approved, various other approvals in connection with the development of the Project, including issuance of a conditional use permit (Greenfield Resolution No. 2017-53). All such approvals collectively, together with any approvals or permits now or hereafter issued with respect to the Project are referred to as the Project Approvals.”

City, Developer, and Licensee desire the timely, efficient, orderly and proper development of the Project.

With respect to the potential addition of a medicinal and adult-use cannabis dispensary at the 48 4<sup>th</sup> Street facility, Developer and Licensee have applied for, and the City has agreed to, this Amended Development Agreement in order to create a beneficial project and a physical environment that will conform to and complement the goals of the City, create a development project sensitive to human needs and values, facilitate efficient traffic circulation, and develop the. As part of the process of granting this entitlement, the City Council of the City has required the preparation of an Initial Study to identify any potentially significant environmental effects arising from the Development and has otherwise carried out all requirements of the California Environmental Quality Act (“CEQA”) of 1970, as amended. The following actions were taken with respect to this Amended Development Agreement and the Project:

On September 1, 2020, following a duly noticed and conducted public hearing, the City Planning Commission recommended that the City Council approve this Amended Development Agreement, Cannabis Use Regulatory Permit, Cannabis Use Conditional Use Permit by adoption of its Resolution No. 2020-XX and making the findings of fact thereto;

L-2 On October 27, 2020, after a duly noticed public hearing and pursuant to CEQA, the City Council accepted the Categorical Exemption per Section 15301 of the State CEQA Guidelines;

L-3 On October 27, 2020, after a duly noticed public hearing, the City Council approved the amended Cannabis Use Regulatory Permit by adoption of its Resolution No. 2020-XX and making the findings of fact thereto;

L-4 On October 27, 2020, after a duly noticed public hearing, the City Council approved the amended Cannabis Use Conditional Use Permit by adoption of its Resolution No. 2020-XX and making the findings of fact thereto;

L-5 On October 27, 2020, after a duly noticed public hearing, the City Council determined that the provisions of this Amended Development Agreement are consistent with the General Plan of the City, made the findings of fact thereto, and introduced Ordinance No. XXXXX approving and authorizing the execution of this Amended Development Agreement; and on XXXXX, the City Council adopted the Ordinance, a copy of which is on file with the City Clerk of the City, and the findings and conditions pertaining thereto. Said ordinance became effective on XXXXX.

City, Developer, and Licensees have reached agreement and desire to express herein an Amended Development Agreement that shall facilitate development of the Project in conformance with Chapter 5.28 and subject to conditions set forth herein. City, Developer, and Licensees agree to have this Amended Development Agreement amend, supersede,

and restate the Development Agreement recorded December 11, 2017 (a copy of which is attached as Exhibit B) in its entirety.

Pursuant to the Development Agreement Statute, City has agreed that, except as provided for by this Amended Development Agreement, the rules, regulations and official policies governing permitted uses of land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the Property shall be those rules, regulations, and official policies of the City of Greenfield in force as of the Approval Date.

In addition, the parties intend that this Amended Development Agreement satisfy the requirements of Section 5.28.090, which require those operating a cannabis facility pursuant to a Regulatory Permit to enter into an “amended development agreement” setting forth “the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare.”

**NOW, THEREFORE**, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer and Licensees agree as follows:

## **AGREEMENT**

### 1. Description of Property

1.1. The Property that is the subject of this Amended Development Agreement is described in Exhibit A attached hereto.

### 2. Interest of Developer and Licensees

2.1. The Developer has a legal interest in the Property in that it is the Owner of the property.

2.2. The Licensees have an interest in the Property in that it is the Lessees of the Property and will be operating the cannabis facilities, as authorized under the Regulatory Permit, on the Property.

### 3. Relationship of City, Developer and Licensees

3.1. It is understood that this Amended Development Agreement is a contract that has been negotiated and voluntarily entered into by the City, Developer, and Licensees, and that the Developer and Licensees are not agents of the City. The City, Developer, and Licensees hereby renounce the existence of any form of joint venture or partnership between or among them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City, Developer, and Licensees joint ventures or partners.

### 4. Effective Date and Term

4.1. Effective Date. The effective date of this Amended Development Agreement shall be the Approval Date (November 2020).

4.2. Term. The term of this Amended Development Agreement shall commence on the Effective Date and extend ten (10) years thereafter, unless said term is otherwise terminated or modified by circumstances set forth in this Amended Development Agreement.

4.3 Extension. Developer and Licensees may request up to, and upon receipt of a written request from Developer and Licensees, the City shall grant two (2) five (5) year extensions that extend the Term of this Agreement for a total of ten (10) additional years.

## 5. Use of the Property

5.1. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Amended Development Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement (such amendments once effective shall become part of the law Developer and Licensees are vested into without an additional amendment of this Amended Development Agreement).

5.1.1. Application of State and Local Regulatory Laws Governing Cannabis. The operation of cannabis facilities is a highly regulated business activity, and it is subject to various state and local laws and regulation. This Amended Development Agreement does not, and the City cannot and does not intend to, give Developer or Licensees the vested right to continue its operations without complying with applicable state and local laws governing its operations. This Amended Development Agreement only “vests” those regulations expressly mentioned in Government Code Section 65866, which include rules, regulations, and official policies governing permitted uses of the land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the property subject to this Amended Development Agreement, for the term of this Amended Development Agreement, and subject to full compliance with the provisions of this Amended Development Agreement. Developer and Licensee shall be responsible for obtaining all applicable state licenses, permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date. In addition, Licensee shall be responsible for continuously maintaining its Regulatory Permit. Licensee acknowledges and understands that it has an obligation to annually renew its Regulatory Permit pursuant to the terms of Greenfield Municipal Code Section 5.28.120. Subject to Section 7 of this Amended Development Agreement, nothing in this Amended Development Agreement shall prevent the City from denying or conditionally approving the renewal of a Regulatory Permit, revoking such permit, pursuant to the terms of Greenfield Municipal Code Section 5.28.120 or its successor, or amending Chapter 5.28 or its implementing regulations in a manner that would impose stricter requirements on existing or to-be-issued Regulatory Permits.

5.1.2. Conflict with Medicinal and Adult-Use Cannabis Regulation and Safety Act. If there is any conflict between any provision of this Amended Development Agreement and any provision of the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Bus. & Prof. Code Section 26000 et seq.), the provisions of the Medicinal and Adult-Use Cannabis Regulation and Safety Act shall take precedence. Nothing in this Amended Development Agreement is intended nor shall it be construed or interpreted to allow or require Developer or Licensees to do anything or take any action related to the performance of this Amended Development Agreement that is contrary to, prohibited by, or not allowed under the Medicinal and Adult-Use Cannabis Regulation and Safety Act

and any regulations issued by the State pursuant thereto. Nor shall this Amended Development Agreement be construed or interpreted to allow or authorize Developer or Licensees to not do anything or not take any action related to the performance of this Amended Development Agreement that is required by said Act and regulations.

5.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities (operated by the City) and other terms and conditions of development applicable to the Property, shall be those set forth in this Amended Development Agreement, the Project Approvals and any amendments to this Amended Development Agreement or the Project Approval. Greenfield Municipal Code Section 5.28.160 identifies the zoning districts in which cannabis facilities are allowed. Cannabis facilities where cultivation and/or manufacturing occur, with an accompanying dispensary, may only be located in a highway commercial (C-H), light industrial (I-L), heavy industrial (I-H) or agricultural research and development overly (RDO) zoning district. The highway commercial (C-H) zoning district in which such facilities are permitted does not include any such district with a regional commercial center design (RCO) overlay.

5.3. Subdivision of Property. Developer may subdivide the Property in accordance with Government Code Section 66410 *et seq.* ("Subdivision Map Act") and Title 16, Subdivisions, of the Greenfield Municipal Code. Approval by the City of subdivision of the Property shall not be unreasonably withheld. To deny subdivision of the Property and tentative or final maps, the required findings of the Subdivision Map Act and Title 16 shall be in writing, supported with clear and substantial evidence.

5.4. Multiple Regulatory Permits per Property. The Medicinal and Adult-Use Cannabis Regulation and Safety Act and any regulations issued by the State pursuant thereto may require the issuance of multiple State issued licenses for full operation of the Project. The City, Developer, and Licensees shall meet and confer and cooperate with each other in good faith to facilitate the development of a business model and organizational structure that enables the Developer and Licensees to develop and operate the Property and the Project as envisioned by this Amended Development Agreement. If Licensees are for any reason not able to obtain the number or type of State issued licenses required for full operation of the Project, or the State limits the number of licenses issued to Licensees, the Developer or Licensees may request the City issue additional Regulatory Permits as necessary to another party or parties. Such other party or parties shall submit an application for a Regulatory Permit or Permits in accordance with the requirements of Chapter 5.28. Except for good cause, the City shall issue Regulatory Permits to each such applicant meeting the requirements of Chapter 5.28 for issuance of a Regulatory Permit. The issuance of such Regulatory Permit(s) shall not be subject to any limit on the number of Regulatory Permits that may be issued by the City as such limits may be enacted by the City after the effective date of this Amended Development Agreement.

## 6. Applicable Rules, Regulations and Official Policies

6.1. Rules Regarding Permitted Uses. For the term of this Amended Development Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the earlier of either the Effective Date of the Agreement or the date the City approves the first discretionary approval for the Project.

6.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in Section 5 of this Amended Development Agreement, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect on the earlier of either the Effective Date of the Amended Development Agreement or the date the City approves the first discretionary approval for the Project. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect on the earlier of either the Effective Date of the Amended Development Agreement or the date the City approves the first discretionary approval for the Project.

6.3. Uniform Codes Applicable. Unless expressly provided in Section 5 of this Amended Development Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, or other construction permits for the Project.

## 7. Subsequently Enacted Rules and Regulations

7.1. New Rules and Regulations. During the term of this Amended Development Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City to the Property or the Project which were not in force and effect on the Effective Date of this Amended Development Agreement to ensure that the operation of the Project is consistent with the protection of the health, safety and welfare of the community and will not adversely affect the surrounding uses. However, any such new requirements will not be applied to the Property or the Project if: (a) the application of such new or modified ordinances, resolutions, rules, regulations or official policies would impose a substantial burden on, or materially delay development, or unreasonably impair operation of the Property or the Project as contemplated by this Amended Development Agreement and the Project Approvals, (b) if such ordinances, resolutions, rules, regulations or official policies impose a limit on the number of Regulatory Permits that can be issued or renewed, or place a moratorium, ban, or other prohibition on the issuance or renewal of Regulatory Permits, and (b) if such ordinances, resolutions, rules, regulations or official policies do not have general applicability.

7.2. Approval of Application. Nothing in this Amended Development Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project on the basis of such new or modified ordinances, resolutions, rules, regulations and policies except that such subsequent actions shall be subject to any conditions, terms, restrictions, and requirements expressly set forth herein.

7.3. Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development, a limit on the number of Regulatory Permits, or a voter-approval requirement which affects the Project on all or any part of the Property, the City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Amended Development Agreement or the Project Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code Section 8558.

8. Fees & Subsequently Enacted or Revised Fees, Assessments and Taxes

8.1. Application/Regulatory Permit Fees. Developer agrees to pay all application, processing, inspection and plan check fees, and Licensees agrees to pay all regulatory permit fees and charges, including but not limited to permit issuance fees, annual operating fees, amended registration fees, and renewal fees that are required by Greenfield Municipal Code Section 5.28.080. Developer and Licensee shall pay such fees in an amount determined by the City Council by resolution.

8.2. Revised Regulatory Permit Fees. Any annual operating fees and amended registration and renewal fees relating to the Regulatory Permit that are revised during the term of this Amended Development Agreement shall apply to the Project provided that (1) such fees have general applicability; (2) the application of such fees to the Property is prospective only; and (3) the application of such fees would not prevent, impose a substantial financial burden on, or materially delay development in accordance with this Amended Development Agreement.

8.3. Development Mitigation Fees. City shall have the right to impose and the Developer shall pay any applicable development fees, impact fees, and other such fees levied or collected by the City to offset or mitigate the impacts of development of the Property and which will be used to pay for public facilities attributable to development of the Property as have been adopted by the City, or as have been adopted by a regional authority of which the City is a member, in effect on the Effective Date of this Agreement ("Development Mitigation Fees").

8.4. Cannabis Business Tax. Developer and/or Licensees shall pay all taxes required by Greenfield Municipal Code Section 5.10.050. Developer and/or Licensees shall pay such taxes in the form and manner as set forth in Sections 5.10.060 and 5.10.070. Notwithstanding Section 5.10.080, the payment of the first quarterly installment following the effective date of the initial Regulatory Permit shall not be deemed delinquent pursuant thereto until such time as the second quarterly payment following the effective date of the initial Regulatory Permit is due. The first quarter shall be deemed as commencing on or about the date when the Property is fully operational, which is further defined as when the Property is engaged in full capacity dispensary, cultivation and manufacturing activities. In the event the effective date of the Regulatory Permit is issued earlier than the date when the Property becomes fully operational, the later will be the start of the first quarter for purposes of determining when the cannabis business tax is due. Notwithstanding the foregoing, if operation of dispensary, cultivation and manufacturing activities is phased in accordance with phased certificates of occupancy or temporary certificates of occupancy issued by the City, the first quarter for each phase of dispensary, cultivation or manufacturing shall be deemed as commencing on or about the date the certificate of occupancy or temporary certificate of occupancy is issued by the City for each phase of operation.

8.5. New Taxes. Any subsequently enacted city-wide taxes shall apply to the Project provided: (1) the application of such taxes to the Property is prospective; and (2) the application of such taxes would not prevent, impose a substantial financial burden on, or materially delay development or operation of the Project in accordance with this Amended Development Agreement.

8.6. Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the City pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

8.7. Vote on Future Assessments and Fees. In the event any tax, assessment, fee, or charge which is applicable to the Property is subject to Article XIIC or XIID of the California Constitution and Developer does not return its ballot, Developer agrees, on behalf of itself and its successors, that the City may count Developer's ballot as affirmatively voting in favor of such tax, assessment, fee, or charge.

9. Compliance with Chapter 5.28 of the Greenfield Municipal Code

9.1. Greenfield Municipal Code section 5.28.090 provides as follows:

“Development agreement.

A. Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into a development agreement with the city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare.

B. A development agreement, and amendments thereto, shall be adopted in accordance with chapter 16.37 and section 17.16.160 of chapter 17.16 of this code, as applicable, as each may be amended from time to time, and the provisions of the development agreement.”

9.2. The development agreement described in and required by section 5.28.090 is distinct from the voluntary “development agreement” authorized by Chapter 16.37 and the Development Agreement Statute, into which the City, Developer, and Licensee are entering. Nonetheless, the parties intend to use this Amended Development Agreement, and in particular this Section 9 and the items it incorporates, as an instrument to also satisfy the requirements of section 5.28.090.

9.3. In consideration of the granting of the regulatory permit pursuant to Chapter 5.28 of the Greenfield Municipal Code, Developer and Licensees agree to operate the Project on the Property pursuant to the terms and conditions set forth in the Operating Conditions attached hereto as Exhibit C, and incorporated herein by reference.

9.4. Developer and Licensees agree that Licensee's failure to comply with the requirements set out in Exhibit C shall be grounds for revocation of the Regulatory Permit issued under Chapter 5.28 of the Greenfield Municipal Code, notwithstanding any limits that might otherwise be imposed under section 5.28.120.C of the Greenfield Municipal Code. The City shall provide Developer and Licensees with written notice of Developer's or Licensee's non-compliance with any of the requirements set forth in Exhibit C and Developer or Licensee may invoke the appeal procedures in Greenfield Municipal Code section 5.28.270 if Developer or Licensees disputes the City's determination of non-compliance with the requirements set forth in Exhibit C.

9.5. If Licensee's Regulatory Permit authorizes cultivation as part of the Project, the calculation of the actual canopy space for purposes of the Cannabis Business Tax specified in Section 8 hereof and Greenfield Municipal Code Section 5.10.050 shall count individually cultivation areas that are vertically stacked. For example, if Licensee has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total

canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

## 10. Amendment or Cancellation

10.1. Modification Because of Conflict with State or Federal Laws. In the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits for the Project approved by the City, or prevent or preclude the development or operation of the Project as provided for in this Amended Development Agreement, the parties shall meet and confer in good faith in a reasonable attempt to modify this Amended Development Agreement to comply with such federal or state law or regulation. Any such amendment of this Amended Development Agreement shall be subject to approval by the City Council in accordance with Chapter 16.37 of the Municipal Code.

10.2. Amendment by Mutual Consent. This Amended Development Agreement, including, but not limited to, the term of this Amended Development Agreement as set forth in Section 4.2 hereof, may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and Chapter 16.37 of the Municipal Code.

10.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 12.2, any amendments to this Amended Development Agreement which do not relate to (a) the term of the Amended Development Agreement as provided in Section 4.2; (b) the permitted uses of the Property as provided in Section 5.2; (c) provisions for “significant” reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the Project Approvals or the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Developer or Licensees as provided in this Amended Development Agreement (collectively “Insubstantial Amendments”), shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. The City Manager, or his or her designee, shall be delegated the authority to determine whether a reservation or dedication is “significant” and to execute Insubstantial Amendments.

10.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Project; (e) the maximum height or size of proposed buildings; (f) monetary contributions by the Developer or Licensees; or (g) public improvements to be constructed by Developer, shall require an amendment of this Amended Development Agreement. Such amendment shall be limited to those provisions of this Agreement which are implicated by the amendment of the Project Approvals. Any other amendment of the Project Approvals, or any of them, shall not require amendment of this Amended Development Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Amended Development Agreement.

10.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Amended Development Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of Chapter 16.37 of the Municipal Code.

## 11. Annual Review

11.1. Review Date. The first annual review date for this Agreement shall be within twelve (12) months of the Effective Date, and at least every twelve (12) months thereafter during the Term as required under Section 16.37.140 of the Greenfield Municipal Code.

11.2. Initiation of Review. The City Manager, or his or her designee, shall initiate the annual review, as required under Section 16.37.140 of the Greenfield Municipal Code, by giving to Developer and Licensees thirty (30) days' written notice that the City intends to undertake such review. Developer and Licensees shall provide evidence to the City Manager, or his or her designee, prior to the hearing on the annual review, as and when reasonably determined necessary by the City Manager, or his or her designee, to demonstrate good faith compliance with the provisions of the Amended Development Agreement. The burden of proof by substantial evidence of compliance is upon the Developer and Licensees.

11.3. Staff Reports. To the extent practical, the City shall deposit in the mail and email to Developer and Licensees a copy of all staff reports, and related exhibits concerning contract performance at least five (5) days prior to any annual review.

11.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer or Licensees in accordance with the City's schedule of fees in effect at the time of review.

## 12. Default

12.1. Other Remedies Available. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity which are not otherwise provided for in this Amended Development Agreement or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

12.2. Notice and Cure. Upon the occurrence of an event of default by either party, the non-defaulting Party shall serve written notice of such default upon the defaulting Party. If the default is not cured by the defaulting Party within thirty (30) days after service of such notice of default, the non-defaulting Party may then commence any legal or equitable action to enforce its rights under this Amended Development Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the non-defaulting Party shall refrain from any such legal or equitable action so long as the defaulting Party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

## 13. Estoppel Certificate

13.1. Either Party may, at any time, and from time to time, request written notice from the other Party requesting such Party to certify in writing that: (a) this Amended Development Agreement is in full force and effect and a binding obligation of the Parties, (b) this Amended Development Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying Party the requesting Party is not in default in the performance of its obligations under this Amended Development Agreement, or if in default, to describe therein the nature and amount of any such defaults. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed

to by the Parties. The City Manager shall be authorized to execute any certificate requested by Developer. Should the Party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such Party shall be deemed to have certified that the statements in clauses (a) through (c) of this section are true, and any Party may rely on such deemed certification.

14. Severability

14.1. The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Amended Development Agreement shall not render the other provisions, covenants, conditions or terms unenforceable, invalid or illegal.

15. Attorneys' Fees and Costs

15.1. If the City or Developer or Licensees initiates any action at law or in equity to enforce or interpret the terms and conditions of this Amended Development Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Amended Development Agreement initiates an action at law or in equity to challenge the validity of any provision of this Amended Development Agreement or the Project Approvals, the Parties shall cooperate in defending such action. Developer and Licensees shall bear its and their own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

16. Transfers and Assignments

16.1. The Developer and Licensees shall not transfer, delegate or assign its or their interest, rights, duties and obligations under this Amended Development Agreement, whether in whole or in part, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any assignment, delegation, or assignment without the prior written consent of the other Party to this Amended Development Agreement shall be null and void. Any transfer, delegation, or assignment by the Developer or Licensees as authorized herein shall be effective only if and upon the party to whom such transfer, delegation or assignment is made is issued a Regulatory Permit as required under Chapter 5.28.

16.2. If the transfer, delegation or assignment as authorized herein results in or requires the issuance of additional Regulatory Permits for the Property, the issuance of such Regulatory Permit(s) shall not be subject to any limit on the number of Regulatory Permits that may be issued by the City as such limits may be enacted by the City after the effective date of this Amended Development Agreement.

17. Amended Development Agreement Runs with the Land

17.1. All provisions, rights, terms, covenants and obligations contained in this Amended Development Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All provisions of this Amended Development Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each

covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

## 18. Bankruptcy

18.1. The obligations of this Amended Development Agreement shall not be dischargeable in bankruptcy.

## 19. Indemnification

19.1. Developer and Licensees agree to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer or Licensees, or any actions or inactions of Developer's or Licensee's contractors, subcontractors, agents or employees in connection with the construction, improvement, operation or maintenance of the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City.

19.2. Developer and Licensees agree to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind arising out of or connected to the Developer's or Licensee's registration or operation of a cannabis facility, or arising out of or connected to the approval or issuance of any permit, license or approval by the City for the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City. In particular, and without limiting the generality of the foregoing, Developer and Licensees agree that it shall be responsible for all costs incurred by the City in the event of a third-party challenge to the validity of this Amended Development Agreement, the Project Approvals, and/or the associated Regulatory Permit(s) for the Project.

## 20. Insurance

20.1. Public Liability and Property Damage Insurance. During the term of this Amended Development Agreement, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than two-million-dollars (\$2,000,000.00) with a twenty-five-thousand-dollar (\$25,000) self-insurance retention per claim. The limit requirement above may be met with a combination of general, excess, and/or umbrella liability. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

20.2. Workers Compensation Insurance. During the term of this Amended Development Agreement, Developer shall maintain Worker's Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees.

Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

20.3. Evidence of Insurance. Prior to City Council approval of this Amended Development Agreement, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 22.1 and 22.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project, as named additional insureds.

## 21. Notices

21.1. All notices required or provided for under this Amended Development Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager  
City of Greenfield  
599 El Camino Real  
P.O. Box 127  
Greenfield, CA 93927

21.2. Notices required to be given to Developer shall be addressed as follows:

Gleanomic. LLC  
3268 Governor Dr., #401  
San Diego, CA 92122

Attn.: Salvatore Palma, Managing Member

21.3. Notices required to be given to Licensees shall be addressed as follows:

Greenfield Organix 4th Street (Manufacturing and Cultivation)  
2611 N. Woodruff Road, Suite A  
Spokane Valley, Washington 99206  
Attn.: Robert McKinley

HLC Greenfield dba Higher Level of Care Greenfield (Dispensary)  
3268 Governor Dr., #401  
San Diego, CA 92122  
Attn: Salvatore Palma

21.4. A Party may change address by giving notice in writing to the other Party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day or by email transmission which shall be deemed given upon verification of receipt.

## 22. Agreement is Entire Understanding

22.1. This Amended Development Agreement constitutes the entire understanding and agreement of the Parties.

23. Exhibits

23.1. The following documents are referred to in this Amended Development Agreement and are attached hereto and incorporated herein as though set forth in full:

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	Development Agreement, recorded December 11, 2017
<u>Exhibit C</u>	Operating Conditions

24. Counterparts

24.1. This Amended Development Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

25. Recordation

25.1. The City shall record a copy of this Agreement within ten (10) days following execution by all Parties.

***[Execution Page Follows]***

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

**CITY**

City of Greenfield

By: \_\_\_\_\_  
Lance Walker  
Mayor

Attest:

\_\_\_\_\_  
Ann Rathbun  
City Clerk

Attest:

\_\_\_\_\_  
Ann Rathbun  
City Clerk

Approved as to form:

\_\_\_\_\_  
Mary Lerner  
City Attorney

**DEVELOPER**

Gleanomic, LLC

By: \_\_\_\_\_  
Gleanomic, LLC

By: \_\_\_\_\_  
Salvatore Palma, Managing Member

**LICENSEE**

Greenfield Organix 4th Street

By: \_\_\_\_\_  
Robert McKinley

**LICENSEE**

HLC Greenfield dba Higher Level of Care Greenfield

By: \_\_\_\_\_  
Salvatore Palma

(NOTARIZATION ATTACHED)



## **Exhibit A**

### **Legal Description of Property**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF GREENFIELD, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

"Lot 2" of the record Survey, County of Monterey, State of California, per the Map filed January 23, 1995 in Volume 19 of Surveys, Page 38, in the Office of the County Recorder of said County.

"Lot 3" of the record Survey, County of Monterey, State of California, per the Map filed January 23, 1995 in Volume 19 of Surveys, Page 38, in the Office of the County Recorder of said County.

APN: 109-521-040 and 109-521-039

## EXHIBIT C

### Operating Conditions

Licensee agrees to comply with the following additional conditions pursuant to Section 9.3 of the Agreement.

#### Standard Operating Procedures

During the term of its Regulatory Permit and the term of this Agreement, Licensee shall operate in accordance with all State and local laws, including, but not limited to, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Bus. & Prof. Code Section 26000 et seq.). Licensee shall employ operating procedures to comply with State and local laws, including, but not limited to, detailed operating procedures for, as applicable, all of the following:

- i. Cultivation,
- ii. Extraction and infusion methods,
- iii. The transportation process,
- iv. Inventory procedures, and
- v. Quality control procedures.

Licensee's facility shall employ safety and security measures as set forth herein for the safety and security of its employees and the public.

#### Security Plan

The issuance of a Regulatory Permit is conditional upon approval of the proposed security plan by the City Police Chief. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Licensee shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by this Section 2 will not be made public, except when required by law.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where cannabis products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure cannabis products are received, handled, stored, packaged, shipped, and distributed in compliance with applicable local and state laws and regulations. The video surveillance system shall be web-based with direct access provided to the City Police Department for real-time monitoring from the Police Department and through authorized smart phone devices.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Licensee shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Licensee's employees and the public. Licensee shall provide City with specific policies for training employees regarding security procedures. Licensee shall use security personnel 24 hours, 7 days a week. Security personnel may be armed with the prior approval of the City Police Chief. Security personnel may be subject to a background investigation by the City Police Chief. Security personnel shall not be assigned to or employed at the Licensee's facility without the prior approval by the City Police Chief.

All security personnel shall register and maintain valid registration status with the State of California Department of Consumer Affairs. At no time shall any security personnel register with the State at any level that is less than that of a proprietary private security officer. Proof of application and registration for all security personnel shall be maintained by the Licensee and shall consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

### Possession of Firearms

Except for licensed security personnel approved by the City Police Chief, no person employed by the Licensee shall be in possession of any firearm while on the premises or location without having first obtained a license from the City Police Chief authorizing the person to be in possession of such firearm.

### Identification Display

Each owner, manager, employee, and individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of cannabis shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by the City Police Chief and containing such information, including a suitable photograph, as the City Police Chief may require. No owner, manager, employee, or individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of cannabis shall engage in any activities on behalf of Licensee with which he or she is employee, without first obtaining a valid identification badge. Identification badges shall expire one year after issuance. Application for renewed identification badges shall be filed with the City Police Chief no later than thirty days prior to the expiration of the current identification badge. Identification badges shall be the property of the City and shall be immediately collected by the Licensee and provided to the City Police Chief within twenty-four hours of their expiration, or within twenty-four hours of the termination of the employment.

### Procedures for Inventory Control to Prevent Diversion of Cannabis

Only employees who receive clearance from the City Police Chief shall be permitted to enter Licensee's facility. Each employee shall have to meet a criminal background investigation conducted by the City Police Department or such other person or entity designated by the City Manager, which at a minimum shall include a LiveScan criminal history check.

Licensee's membership rules shall seek to prevent the improper diversion of cannabis by implementing strict policies and practices to maintain tight controls on inventory and donations and/or cost reimbursements received.

Licensee shall prohibit the use of cannabis by its employees at its facility, in the neighborhood vicinity of its facility, and/or while driving.

Licensee shall take all necessary and reasonable steps to prevent the distribution of any of its cannabis products to minors; prevent revenue from the sale or distribution of its cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of cannabis from California to any other state; prevent state-authorized cannabis activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the cultivation, manufacture and distribution of cannabis; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with cannabis use; disavow growing cannabis on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against cannabis possession or use on federal property. The Licensee shall provide City with a Non-Diversion of Cannabis Plan documenting the steps Licensee will take to satisfy the requirements of this Section 5.

### Testing

Licensee shall utilize quality control measures and testing to ensure cannabis and infused products are produced, manufactured, sold, and distributed in compliance with health and safety standards promulgated by the State Department of Public Health. Testing shall be in conformity with the requirements and standards of Sections 19341 through 19345 of the Business and Professions Code and regulations issued by the State pursuant thereto. Licensee shall use a licensed testing laboratory that has adopted a standard operating procedure using methods consistent with general requirements for the competence of testing and calibration activities, including sampling, using standard methods established by the International Organization for Standardization, specifically ISO/IEC 17020 and ISO/IEC 17025 to test cannabis and cannabis products that are approved by an accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement. Nothing in this Section 6 shall prohibit Licensee from performing on-site testing for the purposes of quality assurance of the product in conjunction with reasonable business operations. Certification by the State Department of Public health is not required for any on-site testing by Licensee.

### Packaging of Cannabis and Infused Products

All Licensee's cannabis products shall be packaged and labeled as required by Medicinal and Adult-Use Cannabis Regulation and Safety Act (Bus. & Prof. Code Section 26000 et seq.) and regulations issued by the State pursuant thereto. In addition to those packaging and labeling requirements set forth in the Licensee's Regulatory Permit application, as amended or supplemented, all cannabis products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset that states, at a minimum:

- a. The name, address and telephone number of the cannabis dispensary facility to which the cannabis product is distributed, sold, or transferred;
- b. The amount of cannabis in the container; and
- c. The date the cannabis was transferred to a cannabis dispensary facility.

If Licensee produces infused products, it shall secure any approval from the County of Monterey Health Department required for manufacturing and handling such products. Licensee's infused products, if any, shall not be produced, manufactured, stored or packaged in private homes. All Licensee's cannabis infused products, if any, shall be individually wrapped at the original point of preparation.

#### Point of Sale Tracking System

Licensee shall maintain an inventory control and reporting system that accurately documents the location of cannabis products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the track and trace program required by Section 19335 of the California Business and Professions Code and regulations issued by the State pursuant thereto.

Licensee shall employ an electronic point of donation/sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of donations/sales tracking from seed or inception to product distribution to other licensed cannabis dispensary facilities. Such approved system shall track all Licensee cannabis products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements.

#### Record Keeping

Licensee shall comply with all records-keeping requirements set forth in Section 5.28.220 of the Greenfield Municipal Code, including, but not limited to, complete and up-to-date records regarding the amount of cannabis cultivated, produced, manufactured, harvested, stored, or packaged at Licensee's facility; and receipts and financial records documenting all contributions, expenditures, sales, and financial and in-kind transactions of Licensee regarding the cultivation, manufacture, dispensing, transportation, and delivery of cannabis products. Licensee shall also maintain accurate records reflecting testing, adverse effect, and product recall procedures. Licensee shall provide City with a written plan explaining how it will satisfy the requirements of the Section 9.

#### Processing, Handling, Storing, and Distribution of Cannabis and Related Products

Cannabis cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Cannabis cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Licensee shall store its cannabis and/or cannabis products in a locked safe room with controlled access for authorized personnel only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room.

Licensee shall not conduct outdoor operations except as related to lawful delivery and transportation of cannabis and infused products. Licensee shall not store cannabis or related products in any delivery vehicle outside normal operating hours of the facility.

Cannabis products shall be sold or distributed in strict accordance with the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Bus. & Prof. Code Section 26000 et seq.). This does not, however, limit the ability of Licensee to directly enter into contracts with other licensed cultivators, manufacturers, or dispensaries indicating the price and quantity of cannabis or cannabis products to be distributed, if permitted by the Act. Excess or contaminated product shall be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

#### Description of Banking Plan

Licensee shall seek to open a bank account under the name of the Licensee or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to local, state and federal governments, among others. Should a bank account not be forthcoming, Licensee shall purchase and install safes to secure all daily funds received and cash on-hand in the course of its business. If Licensee successfully opens a bank account, it shall make provisions to implement debit and credit card transactions.

#### Transportation Plan

Licensee shall comply with all local and state law regarding transportation, including the rules governing delivery service and the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Bus. & Prof. Code Section 26000 et seq.), and regulations issued by the State pursuant thereto. Upon the date of implementation of those regulations, the transportation of cannabis and cannabis products between licensed facilities shall be only by State licensed transporters.

Licensee shall keep complete and up-to-date records documenting each transfer of cannabis and cannabis product from Licensee to a distributor, dispensary, or other licensed facility, including the amount provided, the form or product category in which the cannabis was provided, the date and time provided, the name of the employee or licensed transporter making the transfer, the name and address of the other licensed facility or dispensary to whom delivery is made, and the amount of any related donation or other monetary transaction.

Until such time as use of a licensed transporter is required, Licensee shall comply with the following:

- a. Licensee shall retain a list of names and cellular contact numbers for all employees engaged in transportation of cannabis products and provide it to the City Police Department, keeping the list current and up to date.
- b. All Licensee employees engaged in transportation of cannabis products shall carry a copy of the dispensary's current license authorizing the delivery of cannabis and/or related products, along with the employee's government-issued identification.
- c. The Licensee employee engaged in transportation shall be instructed to present his/her license and identification upon request to state and local law enforcement and

other employees of regulatory authorities. The licensee shall maintain a physical copy of the delivery request and shall make it available upon request of the City and its police officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential medical information (HIPPA).

- d. The licensed dispensary requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the City and its law enforcement officers.

### Distribution Plan

Upon the State of California's issuance of Distribution Licenses to qualified distributor's, Licensee shall send all cannabis and cannabis products cultivated or manufactured by Licensee to a distributor, as defined in Section 19300.5 of the State Business and Professions Code, for quality assurance and inspection by the distributor and for batch testing by a licensed testing facility prior to distribution to a dispensary. In the event Licensee's Regulatory Permit is amended to include distribution activities by Licensee and the State of California issues a Distribution License to Licensee, Licensee shall thereupon continue to comply with all testing requirements set forth in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (Bus. & Prof. Code Section 26000 et seq.) and any other laws adopted by the State of California to ensure that all cannabis products produced by Licensee meet State testing standards. Although Licensee may have a contract directly with a licensed dispensary for the sale of cannabis or cannabis products to such licensed dispensary, the distribution of cannabis or cannabis products from Licensee to the dispensary shall only be by and through a licensed distributor, including Licensee, if Licensee's Regulatory Permit is amended to include distribution activities and Licensee acquires a distribution License from the State.

Licensee shall keep complete and up-to-date records documenting each transfer of cannabis and cannabis product from Licensee to a licensed distributor, including the amount provided, the form or product category in which the cannabis was provided, the date and time provided, the name of the licensed transporter making the transfer, the amount of any related donation or other monetary transaction, and any contract directly between Licensee and a licensed dispensary.

This Section 13 shall become effective at such time as the State implements regulations governing the issuance of State licensing requirements for distributors and the date after which distribution of cannabis or cannabis products from one licensed facility to another can be only by a licensed distributor and licensed transporter.

### Community Relations

- a. Public Outreach and Education Program: Licensee shall create an effective public outreach to City of Greenfield's community, including but not limited to outreach and interface with public and private schools, youth organizations, religious organizations, health care providers, drug abuse treatment providers, and mental health and drug counseling providers.

Licensee shall coordinate and cooperate with the City and other cannabis Licensees located within the City of Greenfield in the establishment and implementation of appropriate public

outreach and education programs. The public outreach and education programs shall be approved by the City.

- b. Community Benefits Program: Licensee shall coordinate and cooperate with the City and other cannabis Licensees located within the City of Greenfield in the establishment, implementation, and funding of a community benefits program which could include such items as new community recreation facilities, expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service and special districts and organizations. This community benefits program may be implemented by a foundation or other association of cannabis Licensees issued regulatory permits by the City.

The City and the public shall participate in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

- c. Designation of Persons Responsible for Community Relations: At the time of this Agreement, Licensee's general manager, or in his or her absence due to vacation, sick leave, or other reason, his or her designee, shall be responsible for community inquiries and complaints and shall be on site during normal business hours. Licensee shall provide a list of Licensee's general managers to the City and ensure that one of the listed general managers is on site during normal business hours.
- d. Interface with City of Greenfield Police Department: Licensee's general manager, or one of the general managers on Licensee's list provided to the City, shall interface with the City Police Department to ensure its operation is in compliance with local and state laws and regulations.
- e. Local Recruitment, Hiring and Training Programs: Licensee shall make a good-faith effort to recruit, hire, and train local residents for employment by the Licensee. A good-faith effort means the Licensee shall take the following or similar actions to recruit and employ local residents: 1) Contact local recruitment sources to identify qualified individuals who are local residents, 2) Advertise for qualified local residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ local residents as a part of the its workforce.

Licensee shall also seek local companies to serve as its general contractor and subcontractors needed for construction and build-out improvements of the Licensee's cannabis facilities. Additionally, local companies shall be sought to employ as licensed security guards needed once Licensee's facility is opened, as well as for ancillary services needed.

### Safety Plan

In addition to all other requirements described in this Exhibit C, Licensee shall provide City with a Safety Plan that describes the fire prevention, suppression, HVAC and alarm systems the facility will have in place. The Safety Plan shall include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant considering all possible fire, hazardous

material, and inhalation issues and threats, and shall describe the written and physical mechanisms in place to deal with each specific situation.

### Business Plan

Licensee shall provide City with a Business Plan that includes a description of day-to-day operations of the Project (in accordance with Section 5.28.200 of the Greenfield Municipal Code), including but not limited to a description of how the Project will conform to local and state law in accordance with Greenfield Municipal Code Sections 5.28.050, 5.28.140, 5.28.160, 5.28.170, 5.28.180 5.28.190 and 5.28.200, and, if applicable, the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use. The Business Plan shall also contain a schedule for beginning operation of the Project, including a narrative outlining any proposed construction and improvements, and a timeline for completion. The Business Plan shall include, at a minimum, a budget for construction, operation, maintenance, employee compensation, equipment costs, utility costs, and other operation costs and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

The Business Plan shall also contain a plan for at least three years of operations to address how the Project, including its exterior areas and surrounding public areas, will be managed, so as to avoid becoming a nuisance or impacting neighbors and the surrounding community.

In addition, Licensee shall provide City with proof of capitalization, in the form of documentation of cash or other liquid assets on hand and Letters of Credit or other equivalent assets.

### Employment Requirements

Licensee shall adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees, providing compensation to and opportunities for continuing education and training of employees, and providing a living wage to all employees.

A living wage calculator has been developed by the Massachusetts Institute of Technology. The UC Berkeley Labor Center has an on-line living wage calculator tool that utilizes the MIT model. For purposes of this paragraph 17, that living wage calculator tool shall be used to determine the living wage for the Salinas metropolitan area, which shall be the living wage required under this Agreement. Utilizing that tool, for both Monterey County and the Salinas metropolitan area, the living wage for April 2017 was \$13.17 per hour, not including health benefits. In the event the State of California Department of Industrial Relations or other state agency issues approved living wage determinations for Monterey County or the Salinas metropolitan area, then that determination shall be the living wage required under this Agreement. The MIT and UC Berkeley Labor Center on-line living wage calculator tool is available at: <http://livingwage.mit.edu/states/06/locations>.

### Odor Control Plan

Licensee shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the

premises or anywhere on the adjacent property or public right-of-way. As such Cannabis Operations must install and maintain the following equipment or any other equipment which the City determines has the same or better effectiveness: 1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or 2) An air system that creates negative pressure between the cannabis facilities' interior and exterior so the odors generated inside the cannabis facility are not detectable outside the cannabis facility. Licensee acknowledges that the level of odor-control equipment and technology required may increase as new equipment and technology becomes available or equipment and technology that is presently not feasible due to its expense becomes less costly.

PROJECT INFORMATION	48 4TH STREET
ADDRESS	109-521-039
ADN	
LEGAL	
ZONING	LIGHT INDUSTRIAL
BLD. TYP./OC.	TYPE III-B / F.I.S.I.H

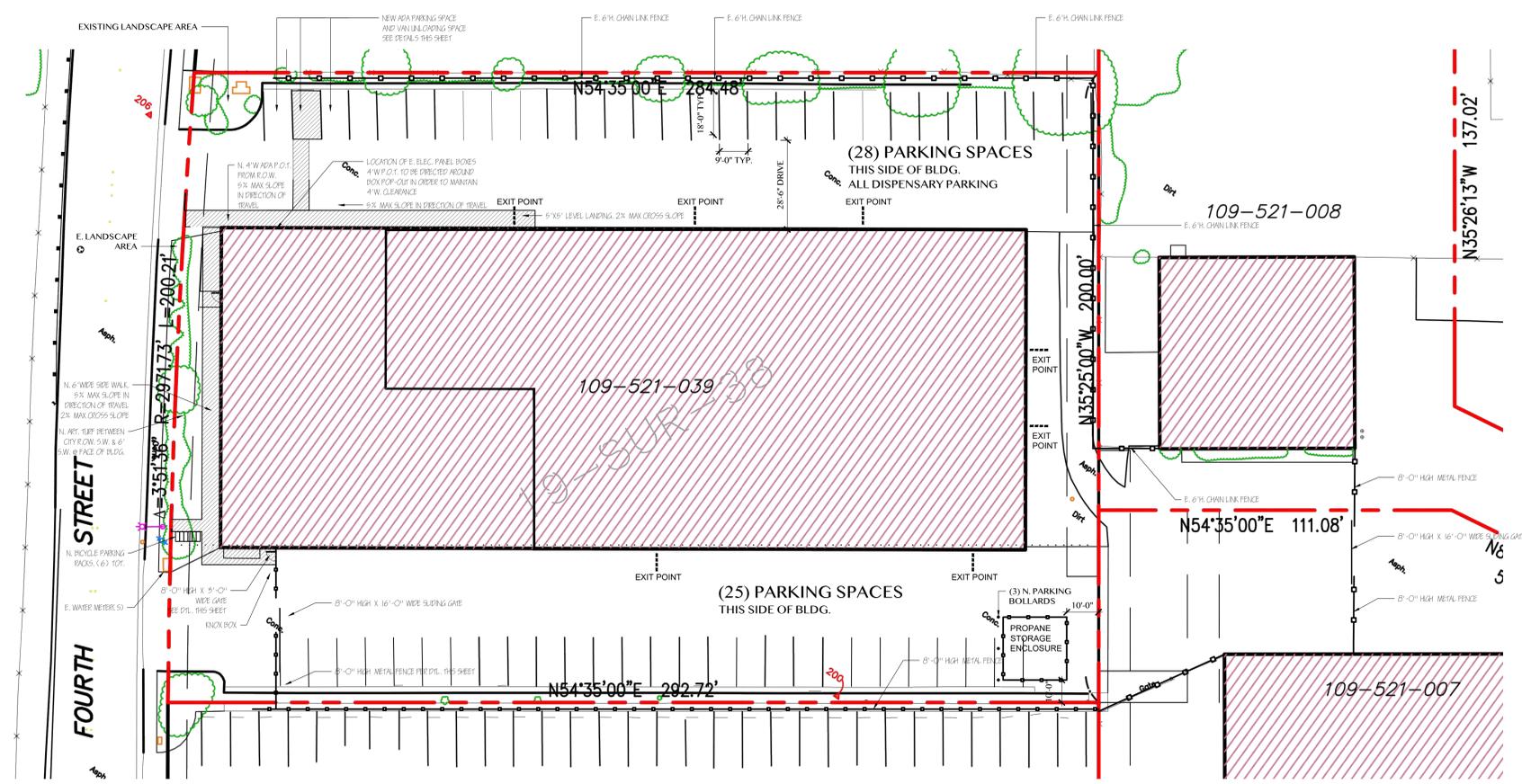
PLAN REVISIONS & CO. S	10-09-2019 (1) (1) (1) (1) (1)
	XX
	XX
	XX
	XX

BUILDING DEPARTMENT PLAN CHECK (TRACKING)	XXX	XXX	XXX	XXX
BUILDING PLAN CHECK	XXX	XXX	XXX	XXX
PLANNING PLAN CHECK	XXX	XXX	XXX	XXX
MECHANICAL PLAN CHECK	XXX	XXX	XXX	XXX
ELECTRICAL PLAN CHECK	XXX	XXX	XXX	XXX

DRAWN BY	
DATE	07-09-2020
SCALE	1" = 20'-0"
SHEET	A1.0
SHEET	1 OF 36

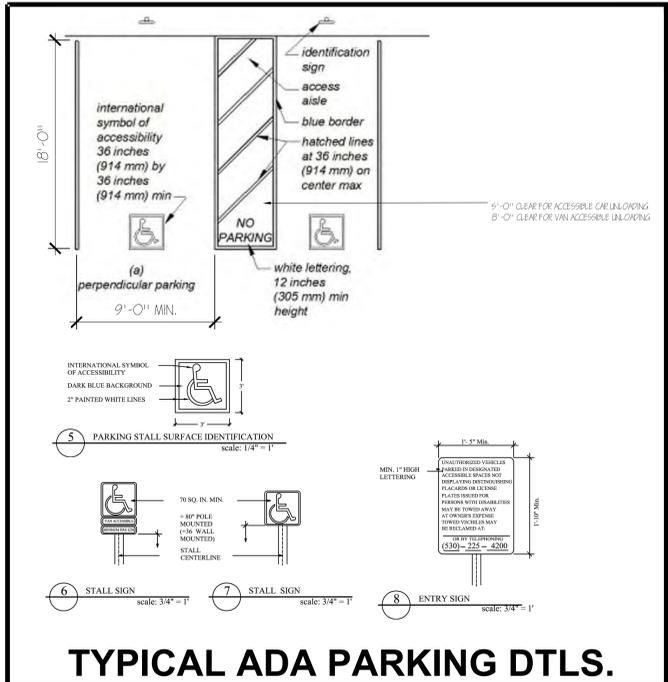
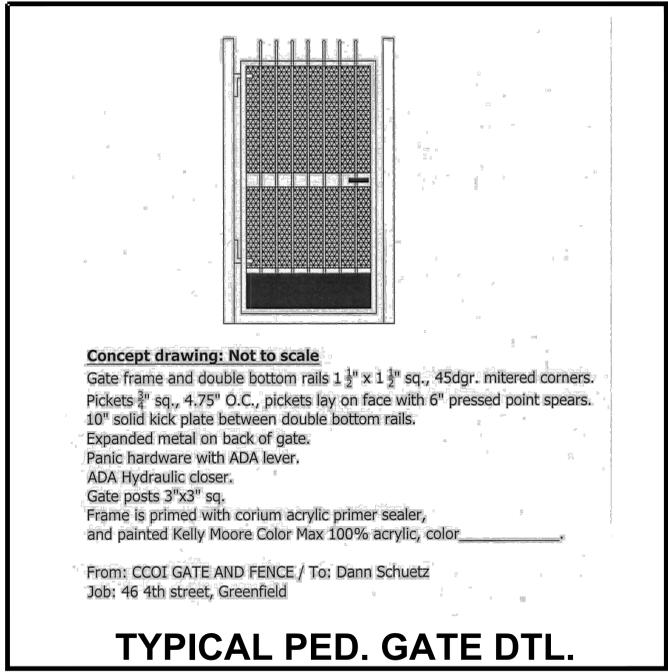
NOTE TO PLAN CHECKER

ALL FENCES AND GATES LOCATED ON THIS DRAWING ARE EXISTING AND PERMITTED UNDER SEPARATE PLAN CHECK. ALL SECURITY FACILITIES AND PART OF TRAVEL ARE PERMITTED PRIOR TO THIS PROJECT.



PARKING CALCULATION (PER TABLE 17.58-1A)

USE	FLOOR AREA	PARKING RATIO	SPACES REQUIRED
DISPENSARY	1,534 SQ.FT.	3/1,000 SQ.FT.	5 SPACES
DISP. STORAGE	775 SQ.FT.	1/3,000 SQ.FT.	0 SPACES
MANUFACTURING	5,000 SQ.FT.	1/1,000 SQ.FT.	5 SPACES
CULTIVATION AREA	15,904 SQ.FT.	1/3,000 SQ.FT.	5 SPACES
CULTIVATION MEZ. AREA	7,370 SQ.FT.	1/3,000 SQ.FT.	7 SPACES
CULTIVATION OFFICE	1,423 SQ.FT.	3/1,000 SQ.FT.	4 SPACES
TOTAL NUMBER OF PARKING SPACES REQUIRED FOR ENTIRE STRUCTURE			26
TOTAL NUMBER OF PARKING SPACES PROVIDED ON SITE			53
SURPLUS PARKING SPACES			26

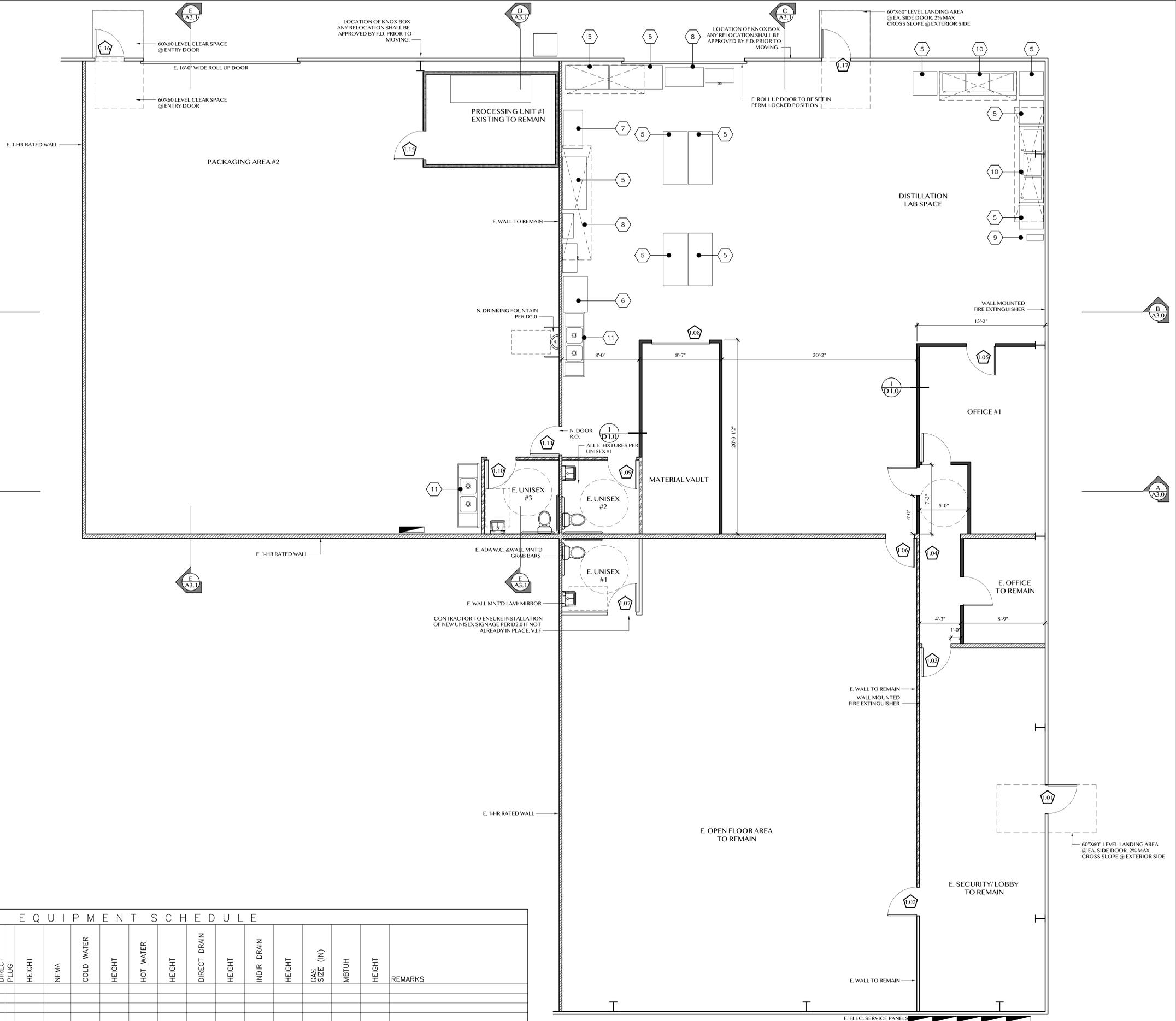


**GREENFIELD ORGANIX  
 4TH STREET  
 ENLARGED FLOOR PLAN**

PROJECT INFORMATION	48 4TH STREET
ADDRESS	109-521-0339
ADPL	LEGAL
ZONING	LIGHT INDUSTRIAL
BLD. TYP./OC	TYPE III-B / F.I.S.I.H

PLAN REVISIONS & CO. 5	XX	XX	XX	XX	XX
BUILDING DEPARTMENT PLAN CHECK TRACKING	XXX	XXX	XXX	XXX	XXX
BUILDING PLAN CHECK	XXX	XXX	XXX	XXX	XXX
PLANNING PLAN CHECK	XXX	XXX	XXX	XXX	XXX
MECHANICAL PLAN CHECK	XXX	XXX	XXX	XXX	XXX
PLUMBING PLAN CHECK	XXX	XXX	XXX	XXX	XXX
ELECTRICAL PLAN CHECK	XXX	XXX	XXX	XXX	XXX

DRAWN BY	P.R.Q.
DATE	10-02-2018
SCALE	1/4" = 1'-0"
SHEET	<b>A2.1</b>
SHEET X OF 74	



EQUIPMENT SCHEDULE

ITEM NO	QTY	DESCRIPTION	AMPS	KW	HP	VOLTS	PHASE	DIRECT PLUG	HEIGHT	NEMA	COLD WATER	HEIGHT	HOT WATER	HEIGHT	DIRECT DRAIN	HEIGHT	INDIR DRAIN	HEIGHT	SMS SIZE (IN)	MBTUH	HEIGHT	REMARKS
1	2	ROTOVAP																				
2	3	EXTRACTOR																				
3	3	FREEZER																				
4	3	ULTRA LOW FREEZER																				
5	1	HEAVY DUTY WORKSTATION																				
6	1	SAFE FOR OIL																				
7	2	6 INCH DISTILLATORY APPARATUS																				
8	1	2 INCH DISTILLATORY APPARATUS																				
9	1	VAC. PUMP																				
10	2	VAC. OVEN																				
11	2	2-COMP. UTIL. SINK																				
12	7	STORAGE SHELVING - METRO STYLE																				

SIZES BY OWNER.

**WALL TYPE LEGEND**

- E. STEEL BUILDING EXTERIOR WALL PANEL TO REMAIN
- ▨ E. 1-HR TENANT DEMISING WALL
- ▩ E. 2X4 PARTITION STUD WALL TO REMAIN
- N. 2X4 STUDS @ 16" O.C.



**HIGHER LEVEL GREENFIELD  
 4TH STREET FACILITY  
 FACILITY FLOOR PLAN**

PROJECT INFORMATION	
ADDRESS	48 4TH STREET
APN	109-521-039
LEGAL	
ZONING	LIGHT INDUSTRIAL
Bld. Type / Occ.	TYPE III-B / FLSLH

PLAN REVISIONS & C.O.'S		
NO.	DATE	DESCRIPTION
1	10-08-2019	PLAN CHECK #1
2		
3		
4		
5		

BUILDING DEPARTMENT PLAN CHECK TRACKING	
BUILDING PLAN CHECK	XXX
FIRE PLAN CHECK	XXX
LANDSCAPE PLAN CHECK	XXX
PLANNING PLAN CHECK	XXX
MECHANICAL PLAN CHECK	XXX
PUMPING PLAN CHECK	XXX
ELECTRICAL PLAN CHECK	XXX
COASTAL DEVELOPMENT	

DRAWN BY	P.R.Q.
DATE	04-21-2020
SCALE	1/8" = 1'-0"
SHEET	<b>A2.0</b>
SHEET	X OF X

ATTACHMENT #6



ATTACHMENT #7



ATTACHMENT #8



## DISPENSARY OPERATIONS PLAN

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This is the written Dispensary Operations Plan for HIGHER LEVEL OF CARE (hereinafter sometimes referred to as “We”, “Us”, “Our”, or ‘Facility”). This plan addresses and meets the Requirements of the City of Greenfield (hereinafter sometimes referred to as “City”) Commercial Cannabis Activities Ordinance (“Commercial Cannabis Activities Ordinance”). The Facility will comply, as applicable with the Commercial Cannabis Activities Ordinance.

### INTRODUCTION

The Facility is a dispensary organized as “C” corporation under the laws of State of California. The purpose of the Facility includes the procurement and resale of Medical and Adult-Use Cannabis to end users, as lawfully permitted under the laws of the State of California. The Facility is committed to the highest ethical standards, customer safety and transparency in our operations and business practices.

The key objectives of the Facility are to:

Promote the betterment of and enhance the development of physical, mental, and emotional fitness of its customers;

Find solutions for, share knowledge of, and furnish assistance for the health problems of its customers, and acquire the skills necessary to administer Cannabis for Medical and Adult-Use purposes to qualified customers as lawfully permitted under the laws of the State of California;

Provide safe and legal access to Cannabis for all qualified customers;

Reduce the barriers and improve access to Cannabis and its potential benefits.

### IMPLEMENTATION STRATEGY

The Facility will use a community-driven, Customer-Centered (CC) approach that will benefit customers, including operating in a way that makes quality, affordable Cannabis available to underserved minority, low-income and indigent populations. This complex commitment dictates the features of our implementation strategy:

- Customer-Centered;
- A skilled and knowledgeable staff;
- A professional clinical setting;
- Product variety;
- Quality control;
- Support Services;
- Community outreach

The crucial element of our CC approach will be communicating with our customers in terms they are comfortable with and comprehend. This requires that our staff be well trained, comfortable with diversity, and competent to interact appropriately with individuals with different levels of “Cannabis literacy.” As a “socio-culturally competent” Facility, Higher Level of Care will educate and empower its customers so that they share responsibility for their own healthcare decision-making and healthy lifestyle choices.

Our CC-focused dispensary will provide:

- A welcoming environment;

## DISPENSARY OPERATIONS PLAN

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- Respect for customers' values and expressed needs;
- Customer- Empowerment;
- Socio-cultural competent staff;
- Emphasis on customer comfort and support; and
- Community outreach and collaboration.

Our staff, Facility, and operations will prioritize the safe and careful implementation of the Cannabis laws of the State of California as well as further regulate the safe and lawful dispensing of Cannabis to all customers, in a manner consistent with all applicable laws.

Our staff, Facility, and operations will maintain a holistic focus offering support services with emphases falling on pain management, avoiding unhealthy behaviors, lifestyle change, improving physical conditioning, adopting better nutritional practices, reducing stress, and taking advantage of the profound mental health benefits that customers can derive from interpersonal support such as counseling, group sessions, and community activities with likeminded individuals.

It is crucial to our implementation strategy that we are not simply a Cannabis dispensary. Our focus is on overall health and wellness.

The compassionate cause of Cannabis is ill served by reminders of the counterculture or association with the image or ethos of the "stoner." Our atmosphere will be designed to move Cannabis away from any association with the counterculture and will focus attention on its scientific and medical legitimacy. In keeping with this, our Facility will maintain the professional look and feel of a medical services clinic, and the fact that our products are scientifically cultivated and tested will be the key element in our strategy on which we will continue to build public awareness of our "brand."

### **Variety of Products**

Different strains of Cannabis have different therapeutic and palliative effects, some offering relief for a given condition more than others. Furthermore, customers with serious medical conditions, such as those with a wasting syndrome or undergoing chemotherapy for cancer, can have very specific tolerances, intolerances, and idiopathic reactions to medication. In order to offer customers customized and scientifically precise options, it is critical that we provide as wide a variety of products, including strains of Cannabis and as great a variety of delivery methods as possible.

### **Skilled and Knowledgeable Staff**

Without a skilled and knowledgeable staff, our product diversity and CC approach would be of little benefit to most customers. A crucial feature of our strategy is the extensive training that our staff will undergo to be able to advise customers on such things as specific effects and side effects of various strains or delivery methods, their benefits for specific conditions, and their interactions with other medications, as well as with drugs and alcohol.

Providing customers with types of information not generally known conforms with our overall strategy of offering something that does not replace traditional health care, but complements it by providing something critically lacking. The need for complementary care is particularly evident in the case of Cannabis because physicians typically recommend only that the patient use it, without specifying a strain or delivery method. This creates information deficit and education needs that our approach is designed to address. Because many dispensaries do not take this need seriously, our educational approach quickly distinguishes our "brand."

## ORGANIZATION

### Organizational Compliance

In organizing the Facility, we have made efforts to prevent Cannabis diversions, and to comply with all applicable laws, including state and local laws.

To ensure lawful operation, The Facility will:

- Require membership application and physician recommendation verification for all Medical Cannabis customers;
- Validate that that all Adult-Use customers are over the age of twenty-one (21);
- Acquire, possess, and dispense only lawfully cultivated Cannabis;
- Acquire, possess, and dispense only lawfully manufactured Cannabis derived products;
- Not dispense and/or sell Cannabis to unqualified customers;
- Ensure that all Cannabis and Cannabis derived products meet the State of California lab testing and packaging standards priors to being dispensed;
- Provide adequate security to ensure customer safety and prevent the negative impact of any nuisance to surrounding homes and businesses;
- Keep accurate records;
- Comply with all possession and track-and-trace requirements;
- Obtain necessary business licenses/permits' and pay required sales taxes and City fees.

### Transparency and Oversight

To ensure transparency of the operation, including easy verification that the Facility is operating within the limits set forth by state and local law, we will enforce strict oversight procedures regarding facility access, operations, and documentation of legal compliance.

The Facility will verify that all Medical Cannabis customers are over the age of eighteen (18) and have a valid Medical Cannabis recommendation from a licensed California physician. The Facility will verify that all Adult-Use customers are over the age of twenty-one (21). Age verification will be confirmed by third-party security staff through the use of an IDvisor Smart ID Scanner (See 'Security Plan' for additional information and specifications) prior to all customers entering the Facility. Age verification will be dually confirmed by the Facility's front desk staff. Additional oversight will include, but not be limited to, the following:

- Cannabis will only be distributed at the dispensary site. The dispensary will not engage in the delivery of Cannabis.
- All customers must have a valid, government-issued photo ID.
- The purchasing privileges of those individuals caught diverting Cannabis for illegal means will be revoked. The Facility will not dispense cannabis to anyone whose purchasing privileges have been revoked.
- Agents for the City of Greenfield shall be granted unfettered access to the Facility's video surveillance system and all historical footage upon request.
- Agents for the City of Greenfield shall be granted unfettered access to the Facility's Point-of-Sale system and all historical data and reports upon request.

## DISPENSARY OPERATIONS PLAN

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The following will be posted on the Facility's premises in a prominent place, readily viewable by any member of the general public:

- A copy of the Facility's regulatory permit issued by the city;
- Any licenses or certifications issued by the State of California, and any conditions thereof;
- A document providing the name, telephone number, and address of a person(s) authorized to accept service of process on behalf of the Facility;
- the name, telephone number and address of the Facility's community liaison.

The following will be posted on the Facility's premises in a prominent place, readily viewable by any member of the general public AND shall be provided to all customers:

- The sale or diversion of Cannabis without a permit issued by the City of Greenfield is a violation of State law and the Greenfield Municipal Code.
- Secondary sale, barter, or distribution of Cannabis or Cannabis products purchased from Higher Level of Care is a crime and can lead to arrest.
- Patrons must immediately leave the dispensary and not consume Cannabis or Cannabis products until at home or in an equivalent private location. Staff shall monitor the location and vicinity to ensure compliance.
- The use of Cannabis or Cannabis products may impair a person's ability to drive a motor vehicle or operate heavy machinery.
- Entry into the premises by persons under the age of twenty-one (21) is prohibited unless they are a qualified Medical Cannabis user over the age of eighteen (18) or accompanied by a licensed attending physician, parent, or legal guardian.
- CALIFORNIA PROP. 65 WARNING: Smoking of Cannabis and Cannabis-derived products will expose you and those in your immediate vicinity to cannabis smoke. Cannabis smoke is known by the State of California to cause cancer.

### **Verification of Doctor's Recommendations for Medical Cannabis Customers**

The State of California allows individuals to enroll in a voluntary state or local Medical Cannabis ID program that provides them with a government-issued card identifying them as legally-qualified Medical Cannabis users or caregivers. These Medical Cannabis ID cards allow for easy verification of the cardholder's current eligibility status through a telephone or electronic verification system that dispensaries and law enforcement can access. To be eligible for the purchase of Medical Cannabis, we will verify a prospective Medical Cannabis customer as follows:

- The individual's identity must be verified by a form of government-issued photo ID (separate from any medical cannabis ID);
- The individual must be over the age of eighteen (18) or accompanied by a licensed attending physician, parent, or legal guardian;
- The doctor's recommendation must be confirmed to be valid (not expired) at the time of each visit;
- The recommending physician's license must be verified to have been in good standing with the State of California at the time the recommendation was made;
- The enrolling employee of the dispensary must check to make sure the individual has not been a customer in the past whose purchasing privileges were revoked.

Every Medical Cannabis customer must present his/her physician's recommendation for the use of Medical Cannabis or a Medical Cannabis ID card issued by the State of California. The physician's recommendation must be

## DISPENSARY OPERATIONS PLAN

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an original, not a photocopy. Upon presentation of the physician's recommendation, the Facility will verify the physician's license to practice medicine in the State of California and the recommendation.

If the Medical Cannabis customer does not have a California State Medical Cannabis ID Card (MMIC), the individual will have to present the physician's recommendation at the time of each subsequent visit, and it will be matched against the copy on file.

If the Medical Cannabis customer does have a California State Medical Cannabis ID Card (MMIC), the validity of the card is checked electronically or by phone. Subsequently, the customer will not have to re-present his/her physician's recommendation at the time of each visit as long as he or she presents the medical cannabis ID card and it is found to be valid by the verification system.

If the Medical Cannabis customer is a primary caregiver, the individual must present proof of his/her status as the patient's caregiver. The presented document must be an original, not a copy. The primary caregiver must also present a copy of the physician's recommendation for the individual for which they are the primary caregiver. The individual receiving care will be contacted to verify that the person in question is in fact his/her primary caregiver. The verification of the physician recommendation will be the same as above. If the caregiver does not have a California State medical cannabis ID card, he or she must present the original caregiver agreement and a copy of the recommendation at each subsequent visit, and they will be matched against the copies on file. If the caregiver has a California Medical Cannabis ID Card (MMIC), the validity of the card is checked electronically or by phone. Subsequently, the caregiver member will not have to re-present the caregiver agreement or patient's physician's recommendation at the time of each visit as long as he or she presents the Medical Cannabis ID card and it is found to be valid by the verification system.

No recommendations or approvals by a physician to use Medical Cannabis or medical cannabis products will be issued at the Facility.

If all verifications are in order, the customer will be able to procure Medical Cannabis from the Facility.

### **Transaction Tracking**

The Facility will track its transactions. The Facility will maintain a database that tracks and associates each transaction with a specific customer, tracks the number of customers that visit the dispensary, the number of each customer's visits, and the number, quantity, and type of products associated with each transaction. This will allow the Facility to document, for the purposes of regulatory compliance, all Cannabis and Cannabis derived products taken into possession and dispensed to each end user.

Additionally, the Facility will track customers' monthly cumulative buy amounts to monitor for patterns suggestive of diversion or abuse.

All books, records, and accounts will be maintained to comply with applicable laws and regulations and made available to the City of Greenfield upon request.

### **Tax Compliance and Accounting**

The Facility will comply with local, state, and federal tax requirements. We are aware of the unique federal tax implications for Cannabis businesses, and have consulted with appropriate professionals to ensure full compliance with the Internal Revenue Service's treatment of Cannabis.

### **Insurance**

The Facility has obtained the required commitments necessary for insurance coverage, including worker's compensation and general aggregate not less than \$4,000,000.00, products complete operations, and personal

## DISPENSARY OPERATIONS PLAN

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and advertising injury, per occurrence, and medical payment coverage.

### Personnel and Training Records

We will maintain personnel records for each employee and agent for a period of at least six (6) months past the end of the individual's affiliation with Higher Level of Care. All information listed below will be secured and maintained on an on-site encrypted computer system.

- Application & Documentation of all required training,
- Training for employees will include, but is not limited to, corporate entity status and job descriptions, general security policies, visitation policy, safety, salvaging guidelines, emergency procedures, bookkeeping procedures, delivery reception procedure, sanitation procedure, packaging and labeling procedure, salvaging questionable product and destruction of unusable product, transportation procedure, incident procedure, filter monitoring procedure and inventory reconciliation with Bio-Track THC.
- Written policies for employees will include instructions for Employee Eligibility Verification from Department of Homeland Security, Disability Insurance Provisions, paid family leave, time of hire pamphlet that informs about worker's compensation for industrial injuries, including temporary disabilities, permanent disability benefits, supplemental job displacement benefits and death benefits, notice to employees regarding Labor Code section 2810.5, prohibition of sexual harassment, paid sick leave policy, policy against discrimination, harassment, and retaliation, rest and meal periods - acknowledgement and waiver, at-will employee policy acknowledgment, leave of absence policies, pregnancy disability leave, non-work related disability leave (physical/mental illness not work related), occupational leave (worker's comp), voting time-off, jury duty, witness leave, victims of domestic violence, sexual assault, stalking, and crime victims.
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters.
- Record of any disciplinary action taken against employee at any time during employment.
- Matters of occupational safety will be managed in accordance with applicable Cal-OSHA regulations. The safety program will include a combination of the development and implementation of several required written programs, training of employees in accordance with the job duties, inspections of safety-related equipment, and maintenance of records.
- Records will be developed and maintained in compliance with Cal-OSHA requirements found in 8 CCR §3203 and 8 CCR §3204. Following is a list of the records that are expected to be developed and maintained.
  1. Personnel safety training records
  2. Equipment inspection records
  3. Facility inspection records
  4. OSHA Log 300 and 300A
- The overall safety and health programs will require the development and implementation of the following written programs:

Program	Requirement
Injury and Illness Prevention Program (IIPP)	8 CCR §3203
Emergency Action Plan	8 CCR §3220
Fire Prevention Plan	8 CCR §3221

## DISPENSARY OPERATIONS PLAN

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- Each of these programs will be customized for the specific operations that will be conducted at the facility. The foundation of the overall safety and health programs will be the IIPP. The IIPP has eight required elements. These will include the following:

<b>Element</b>	<b>Application</b>
Responsibility	Responsibility will be assigned for implementing the program. Additional responsibility will be delegated throughout the organization to managers, supervisors, and employees.
Compliance	Safety work rules will be developed for all aspects of the operations. Programs for employee recognition and discipline will be developed. This area will also identify other written safety programs and their role in the overall safety management system.
Communication	Programs to communicate safety-related matters within the organization will be developed including procedures for anonymous reporting of safety concerns. Programs will include worksite postings, employee meetings, and the implementation of a Safety Committee
Training	Training and retraining programs for all aspects of the facility operations will be established and implemented. Based on the size of the fire, less than 10 employees, some aspects of this can be modified in accordance with the allowances within the regulation.
Hazard Identification	Hazard identification programs including identification of the frequency and responsibility for worksite inspections will be developed and implemented. Included in this will be an assessment of the site to identify the required personal protective equipment that will be needed for specific tasks and operations.
Hazard Correction	Programs to correct all identified hazards in a timely manner will be identified and implemented.
Incident Investigation	A robust incident investigation process will be developed and implemented. The program will also include a program of near-miss (close call) reporting. The program will be based on current safety research that focuses on system improvements and organizational learning.
Recordkeeping	Records retention and availability programs will be identified and implemented for all safety-related records.

### MANAGEMENT AND GOVERNANCE

See "Appendix 'A'" for Organizational Chart

Salvatore Palma  
Owner/Operator  
Monterey, CA 93940  
310-261-4809

Juanito Advincola  
Regional Manager  
Monterey, CA 93940  
831-920-7327

Joe Santibanez  
General Manager / Security Manager  
Greenfield, CA 93927  
831-297-2147

## DISPENSARY OPERATIONS PLAN

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Columba Reyes  
Purchasing / Inventory Manager  
Salinas, CA 93905  
831-402-4994

### **Responsibility of Managers**

Managers are those individuals who, directly or indirectly, are engaged in the management of the Facility as may be evidenced by being responsible for the establishment, organization, registration, supervision, or oversight of the operations of the Facility which may include, but not be limited to, the following: performing the functions of President, Vice President, Board Member, Director, or Owner.

### **Qualifications of a Manager**

The Facility will not have any Manager or any other employee who:

1. Has not undergone a Fingerprint-based Criminal History Records Check conducted by the City of Greenfield Police Department pursuant to the Municipal Code
2. Has been convicted of:
  - a) Homicide;
  - b) Within the preceding 10 years, any serious or violent felony listed in Penal Code Section 1192.7(c) or Section 667(c);
  - c) Within the preceding 10 years, any violation of Penal Code Sections 243 through 247, except for subdivision (a) of Section 243;
  - d) Within the preceding 10 years, any offense under subdivisions (d) or (e) of Section 11357 or Section 11361, or Articles 1, 3, 5, 6, or 7 of Chapter 6 of Division 10 of the Health and Safety Code; or
  - e) Within the preceding 3 years any felony violation of Health and Safety Code Section 11358, Section 11359 or Section 11360.
3. Is not 21 years of age or older.

### **Security Manager**

The Facility will have a Security Manager. The Security Manager will have oversight responsibility for the implementation of the Security Plan. As the person responsible for implementation, the Security Manager will also serve as a liaison with law enforcement, as may be required. In addition, the Security Manager will have oversight responsibility to review and update the Security Plan on a regular basis to ensure the Facility's continued compliance with security aspects to the applicable laws of the State of California and City of Greenfield Commercial Cannabis Activities Ordinance.

## **PRODUCTS AND SERVICES**

### **Dried Cannabis: Sativa, Indica, & Hybrids**

The effectiveness of Cannabis is directly related to strain selection. Therefore, the Facility will demand that care be taken in selecting appropriate strains to meet customer needs. Customers will be encouraged to use vaporizers or ingest Cannabis to reduce any potential risks from smoking.

### **Edibles**

The Facility plans to offer many different edible product lines to cater to the various medical, nutritional, taste, and financial needs of its customers. Infusing cannabis into foods is a long-practiced and very effective method to use Cannabis. However, careful dosing is important. Edibles can be used as effectively as smoking or vaporizing.

### **Concentrates**

This line will ensure customers have a variety of consumption methods that suit each person's needs and lifestyle. This line is designed to provide high levels of cannabinoids in a readily accessible form, which provides instant relief for serious conditions.

### **Medicinal**

This line is designed to conveniently access the palliative as well as curative properties of Cannabis. Each different delivery method of ingestion is targeted to treat specific diseases; for example, capsules and tonics have the potency to provide curative treatment, while the oral spray and chewing gum are designed for immediate palliative treatment of pain or spasticity.

### **Topical**

This line is designed to provide topical applications of Cannabis for arthritic customers or customers with injuries. Topical have an analgesic and anti-inflammatory effect to reduce or eliminate pain.

### **Tinctures**

Tinctures are alcohol extractions of whole Cannabis (usually the flowers and trim leaves). This line is designed to make dose control easy for customers, with rapid absorption and effect. Tinctures can be flavored for better taste.

### **Services**

We will offer all a full range of supportive services for our customers, including palliative care services.

*Services may include:*

- Classes on Cannabis compliance;
- Classes on pain management, wellness strategies, and oncology issues;
- Condition-based support groups (e.g. Veteran's support group, women's cancer support group, chronic pain support, HIV/AIDS support group);
- Counseling services focusing on proper practices and avoiding substance misuse;
- Educational seminars for those new to Cannabis;
- Horticulture classes and programs on growing your own Cannabis (including organic and solar), and on making edibles;
- Nutrition and diet counseling;
- Resource services (referrals for a wide variety of essential life, social and economic services);

Additional services may be added based upon feedback.

These services will be available to all customers. Their use and retention will depend on demand.

## DISPENSARY OPERATIONS PLAN

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We recognize the need to provide a safe environment that helps customers avoid substance abuse and misuse. Our employees will be trained to recognize the signs and symptoms of substance abuse, including tolerance, dependency, and withdrawal. We will emphasize personal responsibility for individual behavior. We will also provide information about the differing strengths of Cannabis strains and products and the potential drug-to-drug interactions, including interactions with alcohol, prescription drugs, non-prescription drugs, and supplements. Working with our employees, education about the potential abuse of Cannabis will be integrated in all customer visits, materials, and outreach.

### **Product Safety**

The purpose of product safety protocols is to ensure that our Cannabis is:

- Free of pests and microbiological contaminants, toxins, pesticides and non-organic nutrient residues;
- Properly potent; and
- Properly packaged & labeled.
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All Cannabis will be sent for batch testing to a Cannabis testing center that maintains operations in full conformance with State and local regulations prior to sale at a dispensary. Further, the Facility will comply with sanitation standards equivalent to the California Retail Food Code (Part 7 commencing with Section 113700) of Division 104 of the Health and Safety Code for food preparation, storage, handling, and sale of edible Cannabis products. The Facility will only dispense non-potentially hazardous Cannabis food products, as established by the State Department of Public Health pursuant to Section 114365.35 of the Health and Safety Code.

### **Product Recall**

If a product is recalled by federal, state or local authorities, the following process steps will be implemented:

1. Identification of Implicated Products
  - a. Properly identify all products and quantities implicated in the recall
  - b. Distribution list of persons receiving the product(s)
  - c. Information list of products affected and when received
2. Notification of Affected Parties
  - a. Regulatory Agencies
  - b. Distribution Chain for written notices
  - c. Consumers
3. Removal, Control and Disposition of Affected Product
  - a. Control products to ensure that recalled products do not re-enter commerce
  - b. Document redirection, destruction or recondition of product
4. Mock Recalls to Support Annual Verification of Recall Program

### **Packaging and Labeling**

All Cannabis products dispensed to patient members will be packaged and labeled in accordance with applicable laws and regulations.

All Cannabis will be in an opaque, tamper-evident, child resistant, resealable (for products with multiple uses) package which will contain a label or be accompanied by a hang-tag, peel-back label or insert that clearly states the following:

## DISPENSARY OPERATIONS PLAN

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1. Product identity — A generic or common name that describes the product. Examples include chocolate, fruit chew, vape cartridge, lotion, tincture, etc.
2. Universal symbol (in black, at least 0.5" x 0.5") — The California symbol that identifies items as containing cannabis
3. Net weight or volume (in both metric and U.S. customary units) — The weight or volume of the contents of the package
4. For edible cannabis products, the words "Cannabis-Infused" must be listed above the product identity, in a bold font and larger text size than the one used for the product identity
5. Manufacturer name and contact information — Must be a name listed on the license certificate (either the legal business name or the registered DBA), and their phone number or website
6. Date of manufacture/packaging — Including month, day and year. (Example: MFG/PKG: 02/23/19)
7. Government warning statement for cannabis products (capital letters and bold font)
8. UID number — The unique tracking number issued through Track-and-Trace
9. Batch or lot number
10. Instructions for use and any preparation needed — For example, the method of consumption or application
11. List of all ingredients (in descending order by weight or volume) — Including sub-ingredients, if any
12. Allergens (if applicable) — The word "Contains," followed by a list of any major food allergen in the product. The major food allergens are milk, egg, tree nuts, wheat, peanuts, soybeans, fish or crustacean shellfish. The specific food name must be used when disclosing allergens (i.e. "almonds" instead of "tree nuts")
13. Artificial food colorings (if applicable)
14. Expiration, use-by or best-by date (if applicable)
15. "KEEP REFRIGERATED" or "REFRIGERATE AFTER OPENING" (if perishable after opening)
16. "FOR MEDICAL USE ONLY" (if applicable)
17. For edible cannabis products, sodium, sugar, carbohydrates, and total fat per serving (in milligrams or grams)
18. Cannabinoid content (in milligrams)
  - a. THC and CBD per package (for all manufactured products)
  - b. THC and CBD per serving (for edibles and concentrates with designated serving sizes)
  - c. Any other cannabinoid that makes up 5% or more of the total cannabinoid content (if labeled after testing)
19. Prop 65 Warning (if applicable) — Proposition 65 requires businesses to provide a clear and reasonable warning before knowingly and intentionally exposing anyone to chemicals that are known to the state to cause cancer or birth defects or other reproductive harm.
20. CRV Recycling (for beverages, if applicable)

Child-resistant packaging shall be:

1. Packages that have been certified as child-resistant, in accordance with the federal Poison Prevention Packaging Act (PPPA, 16 CFR §1700.1)

## DISPENSARY OPERATIONS PLAN

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2. A bottle sealed with a pry-off metal crown bottle cap

Additionally:

- No edible Cannabis products that **require** refrigeration or hot-holding shall be sold or distributed.
- All items to be sold or distributed will be individually wrapped at the original point of preparation.

### OPERATIONS

The Facility designates the location for its operation's to be located at: **48 4<sup>th</sup> St., Greenfield, CA 93927**. The Dispensary hours of operation of the Facility will be from **9:00 A.M. to 7:00 P.M., 7 days a week** or as otherwise designated by the City of Greenfield.

#### Rules and Regulations

The Facility has adopted a set of Rule and Regulations for operations. The set of Rules and Regulations are attached.

#### Dispensary Access

Dispensary Access will be controlled as set forth in the Security Plan.

The dispensary shall maintain a limited access area where Cannabis and Cannabis products are sold. A “buzz-in” electronic/mechanical entry system shall be utilized to separate the limited access area from the reception/lobby area. The dispensary shall verify an individual’s (a) status as a qualified patient or primary caregiver or (b) age is over twenty-one (21) via a valid government issued ID before allowing an individual to access the limited access area and purchase or receive Cannabis or Cannabis products.

#### Non-Diversion: Inventory Control

We will implement an inventory and point-of-sale tracking system to report and track all aspects of the Facility’s business including, but not limited to, Cannabis tracking, inventory data, gross sales by weight, gross sales by dollar amount and individual customer transaction history. The following data will be recorded and stored for each transaction involving the exchange of Cannabis or Cannabis products between the dispensary and the end user:

- The identity of the individual dispensing Cannabis or Cannabis products on behalf of the dispensary.
- The identity of the customer receiving Cannabis or Cannabis products from the dispensary.
- The type and quantity of Cannabis or Cannabis products dispensed and received.
- The dollar amount charged by the dispensary and received by the individual dispensing Cannabis or Cannabis products on behalf of the dispensary for the Cannabis or Cannabis products dispensed and received.

#### Receiving / Processing / Storing

Before any Cannabis or Cannabis product can be received, it must have a valid and verified transport manifest. The manifest includes a detailed form with the number of packages with detailed content provided by the vendor. All inventory receipts to the Facility are immediately processed.

Each transport shipment is processed via the following method:

## DISPENSARY OPERATIONS PLAN

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- Confirmation of valid and verified transport manifest, including product count and weight of each package or item received
- Loading of received inventory into the POS system
- Transport of product to storage area or store display

Cannabis and Cannabis products shall be stored in a dark, cool room to avoid exposure to light, as it can deteriorate Cannabis and Cannabis products over time. All Cannabis and Cannabis products shall be in a secured and locked safe room, safe, or vault, and in a manner as to prevent diversion, theft, and loss, except for limited amounts of Cannabis and Cannabis products used for display purposes, samples or immediate sale.

### **Waste Tracking**

All Cannabis waste shall be identified, weighed and tracked in accordance with federal, state and local rules as is the proper disposal method required (unusable, unrecognizable and via secured waste receptacle).

All related liquid waste from the facility is disposed of in compliance with all applicable federal, state and local laws, regulations, rules and other requirements.

All waste will be tracked with the following information:

<u>Date</u>	<u>Time</u>	<u>Waste Description</u>	<u>Weight</u>	<u>Disposal Method</u>	<u>Employee Badge #</u>

The weighing and measuring devices used by the Facility will meet standards equivalent to Division 5 of the Business and Professions Code and registered with the Monterey County Department of Weights & Measures.

All designated and tracked waste will be disposed of in a secured and locked receptacle and final disposal will be made by a licensed waste facility, as per State and Local regulatory guidelines.

See “Waste Disposal Plan” for additional information.

### **Record Keeping**

The Facility will maintain complete records of all Cannabis and Cannabis products that are in its possession at any time and for any period of time. The Facility will maintain complete records regarding Cannabis transfers from the Facility’s location to and of its “sister” locations, including the date and time of the transfer as well as the amount, form and type of Cannabis and/or Cannabis products transferred.

The Facility’s records will maintain, for a period or seven years, at the premises, and in a fireproof safe, all records and documents required by the City of Greenfield Commercial Cannabis Activities Ordinance and all the information and records listed below:

1. The name, address, and telephone number(s) of the owner, landlord and/or lessee of the location;
2. The following information concerning each customer of the Facility:
  - A. Name and a confidential customer number unique to that individual;
  - B. A copy of the customer’s valid government issued photo Identification Card or license;
  - C. A copy of each customer’s executed Rules & Regulations;
3. If Medical:

## DISPENSARY OPERATIONS PLAN

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- A. A copy of the customer's California Medical Cannabis (MMIC) identification card and/or the physician's recommendation;
  - B. The name and telephone number of each primary caregiver customer, along with a copy of every written designation for every qualified patient that designated the customer as his or her primary caregiver;
  - C. The name, business address and telephone number of each attending physician who provided a physician's recommendation for any customer of the Facility;
  - D. The records of all qualified patients with a valid California Medical Cannabis (MMIC) identification card and primary caregivers with a valid California Medical Cannabis (MMIC) identification card may be maintained by the Facility using only the identification card number issued by the State pursuant to California Health and Safety Code Section 11362.7 et seq., in lieu of the information required by chapter 19.02 of the City of Greenfield Commercial Cannabis Activities Ordinance;
4. Up-to-date information for all savings accounts, checking accounts, investment accounts and trusts associated with the operation of the Facility;
  5. All receipts of the Facility, including but not limited to all revenues and all expenditures incurred by the Facility;
  6. An up-to-date log documenting each transfer of Cannabis reflecting the amount provided, the form or product category in which the Cannabis was provided, the date provided, the time provided and the customer number to whom it was provided;
  7. An up-to-date log documenting the date, time, nature, and response by the Facility to all complaints received by the Facility pursuant to the City of Greenfield Commercial Cannabis Activities Ordinance;
  8. A copy of the annual audit reports required pursuant to the City of Greenfield Commercial Cannabis Activities Ordinance; and
  9. Proof of completed registration with the City Manager in conformance with the City of Greenfield Commercial Cannabis Activities Ordinance.
  10. Records demonstrating compliance with state and federal rules and regulations regarding reporting and taxation of income received.
  11. Inventory audit records which will be performed, at a minimum, on a bi-weekly basis and shall record the total quantity of each form of Cannabis on the premises.

Such records will be made available by the Facility to the City Manager and any City official charged with enforcing the provisions of the City of Greenfield Commercial Cannabis Activities Ordinance, in accordance with the City of Greenfield Commercial Cannabis Activities Ordinance. At the request of the City Manager, all such records required would be made available in standard electronic format which will be compatible with Microsoft Office programs and which can easily be imported into Excel, Access, or any other contemporary software program compatible with the City's record keeping systems that would have a capability to produce historical transactional data for review by the City Manager or designee. In addition to all other formats that the Facility may maintain, all such records required will be stored by the Facility at the Location in a printed format in a fireproof safe.

The Facility will keep, or cause to be kept, a true and correct copy of the Regulatory Permit in legible condition, on the premises of the Facility. The Facility will present, or cause to be presented, the copy of its Regulatory Permit to a City police officer, City code enforcement officer, or any other City Official who is at the site of the Facility immediately upon request.

**Audits**

At the end of each quarterly reporting period the Facility will file, with the City Manager, an audit of its financial operations for the previous quarter, completed and certified by an independent certified public accountant in accordance with generally accepted auditing and accounting principles. The audit will include but not be limited to a discussion, analysis, and verification of each of the records required to be maintained pursuant to the City of Greenfield Commercial Cannabis Activities Ordinance. The information contained in the audit will be made available in standard electronic format which will be compatible with Microsoft Office programs and which can easily be imported into Excel, Access, or any other contemporary software program designated by the City Manager.

**Inspection and Enforcement**

The Chief of Police and any other City agents or employees of the City will be permitted to lawfully enter the Facility location at any time during the hours of operation, without notice, to inspect the Facility as well as the recordings and records maintained pursuant to City of Greenfield Commercial Cannabis Activities Ordinance in accordance with the City of Greenfield Commercial Cannabis Activities Ordinance.

Additionally, the Chief of Police and any other City official charged with enforcing the provisions of this City of Greenfield Municipal Code will be permitted to lawfully enter the Facility to obtain samples of Cannabis to test for public safety purposes upon reasonable notice.

**Customer Confidentiality**

Nothing herein is intended to require the disclosure of any customer’s private medical records.

Nothing herein is intended to require, to the extent required by law, disclosures and member record-keeping in violation of the any customers right of privacy as recognized by the California and United States Constitutions.

To the extent required by law, member record-keeping will be HIPAA-compliant.

**Reports to Law Enforcement**

The Facility will immediately report to the Chief of Police, any violations of State or local law or conditions which the on-site designated representative knows, or reasonably should know, exist on the premises and at the location and could result or have resulted in harm or an imminent threat of harm to the health, safety or general welfare of any person or member of the public. The Facility will immediately report to the Chief of Police, the County Health Department, and customers of the Facility any information indicating that a customer experienced an adverse reaction to, or other difficulty related to, any Cannabis procured from the Facility.

**PROPERTY MAINTENANCE**

The Facility will keep the premises and location in a clean and safe condition by, at a minimum, performing all of the following tasks:

- A. Properly remove and store all trash, litter, rubbish and debris on the premises and location at the end of each business day;
- B. Properly dispose of all trash, litter, rubbish and debris from the premises and location;
- C. Remove graffiti placed upon the premises and location within twenty-four hours of its occurrence;
- D. Keep driveways, sidewalks, park strips, fire access roads and streets on or adjacent to the premises and location clear and clean;

## DISPENSARY OPERATIONS PLAN

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- E. Provide lighting on the premises and location to ensure the safety of the public and the employees of the Facility; and
- F. Otherwise operate in a manner that does not create or result in any significant adverse impacts upon its premises and location or within three hundred (300) feet of the premises and location.

### **Operational Standards**

The Facility will not conduct operation in a manner that creates or results in a public nuisance on the premises and location or within three hundred (300) feet of the premises and location, including but not limited to:

- A. Disturbance of the peace;
- B. Illegal drug activity;
- C. Public intoxication;
- D. Drinking/Smoking in public;
- E. Gambling;
- F. Prostitution;
- G. Sale of stolen goods;
- H. Public urination;
- I. Theft;
- J. Assault;
- K. Battery; or
- L. Acts of vandalism.

Compliance training will cover all municipal and laws and requirements relating to Cannabis. Obligations of licensed Cannabis facilities will be emphasized. Other topics may include the rules and regulations of the Facility, sexual harassment training, effective interaction with law enforcement personnel, and the rights and responsibilities of Cannabis customers.

The sale, dispensing, or consumption of alcoholic beverages on or about the Facility or in the parking area for the Facility will be prohibited. Cannabis may not be inhaled, smoked, eaten, ingested, vaped, or otherwise used or consumed on the premises or in the parking areas of the premises. Additionally, loud car stereos or activities disruptive to the neighborhood from within the Facility or immediately surrounding area are prohibited. Each entrance of the Facility will have a visibly posted clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the Facility is prohibited. The loitering by persons outside the facility, either on the premises or within one hundred feet (100) of the premises, is prohibited.

### **General Sanitary Requirements**

Higher Level of Care enforces the following reasonable measures and precautions:

- All persons who appear to be ill, or have open lesions, boils, sores, wounds or other related health and/or medical issues are excluded from all operations.
- All persons in contact with Cannabis and Cannabis products shall maintain adequate personal cleanliness, washing hands thoroughly and refraining from contact with any ill individuals.
- All cleaning compounds (sanitizing agents, solvents and other chemicals) are identified, held, stored and disposed of in accordance to local, state or federal laws, rules, regulations and ordinances.

## DISPENSARY OPERATIONS PLAN

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- All contact surfaces, utensils and equipment are cleaned and sanitized to protect against contamination.
- All operations in the receiving, inspecting, transporting, segregating, preparing, manufacturing, packaging and storage of Cannabis and Cannabis products are in accordance with adequate sanitation principles.
- All cleaning products and chemicals must be stored and secured in a locked cabinet.
- Cannabis and Cannabis products are only handled by licensed store employees/contractors using sanitary gloves.
- Customers are not allowed to handle Cannabis and/or Cannabis products at any time.
- Cannabis and Cannabis products are only handled via sanitary conditions and cross-contamination of any kind is avoided.

### **Security Plan**

Dispensary Security will be controlled as set forth in the “Security Plan”.

### **Fire Safety**

The Facility recognizes that a prime motivation for regulating Cannabis dispensaries is to protect the peace, health, safety, and welfare of the community from these types of problems. Fires not only cause millions of dollars of property damage annually, but they also affect lives.

The Facility will comply with all national and local fire Code requirements. The fire system design will be reviewed for approval by the City of Greenfield Fire Department for permit issuance. Requirements of the Fire Department above the proposed design will be reflected on a Change Order.

We will use AB Fire to provide a sprinkler system for the facility. Alarm initiating, and supervisory switches will be connected to the fire alarm system. Notification appliances will be installed throughout the building. A single manual pull station will be installed in a continuously occupied area of the building for access during business hours. The fire alarm equipment will be an addressable Firelight alarm control/communicator. Communication to the central monitoring station will be via dedicated land line with high security cellular/GSM back-up communication. In addition, all rooms will be equipped with smoke detectors. ABC rated fire extinguishers will be present in every facility.

Approved portable fire extinguisher(s) meeting the requirements of CFC Section 906 are located as required within the prescribed travel distance within the facility. The portable fire extinguishers within the Facility are maintained as required including servicing on an annual basis by an approved vendor. The maintenance of this equipment is the responsibility of the property owner for all of the tenants in the complex.

The Facility will:

- Comply with State and Local Fire Codes;
- Go Beyond Code Requirements
- Ensure Electrical Safety
- Engage in Good Housekeeping and Site Maintenance
- Adequate Signs and Notification for Hazardous Materials

For additional Fire Safety measures, see “Safety Plan”

**Signage**

The exterior signage for the facility will conform to the City of Greenfield Municipal Code. Business identification signage will be limited to that needed for identification only. The identification signage will not contain any logos or information that identifies, advertises, or lists the services or the products offered. The Facility will not advertise by having an individual holding a sign and advertising the business to passerby either on or off the premises. No signs will be placed on the premises of the Facility that would obstruct any entrance or exit to the building or any window. Signage shall be reviewed and approved by the City of Greenfield.

**COMMUNITY ENGAGEMENT**

The Facility seeks to be an asset and a beneficial resource for the surrounding community. As a good neighbor, the Facility will seek neighborhood and other necessary input.

The Facility is committed to strong public engagement and outreach to the community. Salvatore Palma will serve as the community outreach liaison. Our community outreach liaison has three goals: (i) to establish a process by which the community can express itself regarding the project; (ii) to inform the community about Cannabis issues; and (iii) to ensure that our approach genuinely reflects the community's needs.

To reach our goals, we anticipate identifying a broad cross-section of community-based organizations and community leaders, including those representing indigent and traditionally under served and underrepresented residents, to learn how residents and stakeholders can best receive useful information that enables them to participate meaningfully.

In order to bring Customer-Centered care to underserved populations and effectively address the health disparities affecting them, the Facility will provide discounted products and services to indigent or low-income Medical Cannabis customers.

**DEVELOPMENT / OPERATING AGREEMENT**

The Facility will comply with any other operating requirement included in any development / operating agreement between the Facility and the City of Greenfield.

Once the Cannabis Facility has selected employees, a list of Managers and their responsibilities, including a list of all Managers responsible for receiving, logging, and responding to complaints regarding the Dispensary, and all Managers designated as an on-site representative will be provided to the City and all residents, property owners, and businesses within 250 feet of the Facility.

## ODOR MANAGEMENT PLAN

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This is the written Dispensary Odor Management Plan for HIGHER LEVEL OF CARE (hereinafter sometimes referred to as “We”, “Us”, “Our”, or “Facility”). This plan addresses and meets the Requirements the City of Greenfield (hereinafter sometimes referred to as “City”) Commercial Cannabis Activities Ordinance (“Commercial Cannabis Activities Ordinance”). The Facility will comply, as applicable with the Commercial Cannabis Activities Ordinance.

### INTRODUCTION

The odor caused by storage and dispensing of Cannabis can potentially impact surrounding premises if not properly addressed. A preliminary evaluation has been made of possible significant impacts of odors to the environment and mitigation measures that can be incorporated into the planning, design, and operation of the Facility. The primary purpose of Odor Management Plan is to demonstrate how the Facility will comply with the applicable environmental laws and regulations pertaining to the Facility.

### SCRUBBING AND TREATMENT OF AIR

The Facility intends to use a closed loop aeration system that minimizes the transference of air between the interior and exterior of the facility. Any air exhausted from the facility will first undergo a minimum of one the following treatments.

**Odor Neutralization:** Higher Level of Care will have an Uvonair 5000 Plus Ozone Generator supplying Ona air neutralizer for every 5,000 cubic feet of interior space. The ONA odor neutralizing products consist of complex formulations representing a variety of chemical compounds offering different functionalities, both structural and chemical. The technology behind ONA was initiated over 25 years ago. The scientist who invented ONA became fascinated when he observed that terpenes, when diffused into the environment, reduced odors and unwanted emissions. Inspired by this finding, further evidence showed that the odors were not just masked but permanently removed. The result was a set of specialized formulations that neutralize a wide spectrum of organic and inorganic odor problems — effectively, efficiently and permanently. ONA formulations have been scientifically engineered to be environmentally safe. ONA is manufactured under strict quality controls to ensure a safe and non-toxic product. The components used to make ONA are generally recognized as safe and have been commonly used in the food and cosmetics industries with a long history of safety.

**Terpenes:** Terpenes are widespread in nature, mainly in plants as constituents of essential oils. Many terpenes are hydrocarbons, but oxygen-containing compounds such as alcohols, aldehydes or ketones (terpenoids) are also found. Their building block is the hydrocarbon isoprene,  $\text{CH}_2=\text{C}(\text{CH}_3)-\text{CH}=\text{CH}_2$ .

- Terpenes have anti-bacterial, antifungal and antiseptic properties.
- Terpenes have oxygenating properties (increases oxygen level).
- When diffused into the environment, terpenes have been found to reduce airborne chemicals and bacteria.
- Terpene characteristics appear to either destroy the odor molecule or convert it to a more acceptable level.

**Mechanisms of Action:** There are three mechanisms of action that can occur, based on the chemical and physical natures of each terpene and active ingredient versus the organic and inorganic volatile compounds.

- Adsorption — All VOCs (volatile organic compounds) and odorous compounds have a solubility factor in ONA active ingredients. This solubility will allow the VOC compound to solubilize itself in the presence of ONA, relative to the chemistry of the emission, temperature, pH, and pressure of the environment.
- Absorption — The active molecules in ONA will attract or come into contact with low molecular weight or VOCs These VOCs will enter and bond with the ONA active ingredients to eliminate odors.
- Chemical Reaction (The Pairs Theory) — This involves the permanent bonding of the odorous molecule

## ODOR MANAGEMENT PLAN

(VOC) and the ONA active ingredients reactive sites. This mechanism transforms the pollutant in its basic properties. As a result, odor disappears.

The affinity of the different odorous compounds (VOCs) with ONA is directly relative to their chemical composition and physical state. For example, a hydrogen sulfite can have a great affinity for certain sites of the ONA active ingredient. It can either bond electrostatically, or react in comparison to its relative solubility. This means different components will be neutralized by one mechanism compared to the other two, or a blend of each of the three. ONA is NOT a masking agent; rather, it offers a safe, effective way to PERMENANTLY ELIMINATE odors and emissions.



*Uvonair 5000 Plus Ozone Generator*

**Air Purification:** Higher Level of Care will use a robust and extensive system of Carbon & HEPA filters to purify the air within its Facility.

Activated carbon filters are small pieces of carbon, typically in granular or powdered block form, that have been treated to be extremely porous. It is so cavernous that just one gram of activated carbon can easily have a surface area of 500m<sup>2</sup> or higher. Vast surface area enables these carbon filters to adsorb exponentially more contaminants and allergens than traditional carbon.

Adsorption is a distinct process where organic compounds in the air or water react chemically with the activated carbon, which causes them to stick to the filter. The more porous the activated carbon is, the more contaminants it will capture.

In air purification systems, activated carbon filters are used in conjunction with HEPA filters to trap known allergens and impurities like:

- Dust
- Lint
- Mold spores
- Smoke
- Pet hair
- Common household chemicals
- Benzene and other VOCs

Carbon filters also help eliminate unpleasant odors so indoor air remains fresh. Used together, activated carbon and HEPA filters can trap 99.97% of small particles 0.3 microns and higher as well as most larger particles, especially spores.

**Transference Minimization:** Air Curtains prevent air, contaminants & odors from moving from one open space to another. It reduces penetration of insects and unconditioned air into a conditioned space and vice versa by forcing an air stream over the entire entrance. The air stream layer moves with a velocity and angle such that any air that tries to penetrate the curtain is entrained. Air curtain effectiveness in preventing infiltration through an entrance

## ODOR MANAGEMENT PLAN

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are up to 90% effective.

At each entrance and exit, Higher Level of Care will install an industrial air curtain, manufactured by Northern Tool and Equipment TPI Variable Speed Air Curtain offering 4,168 CFM keep air/odors from escaping through any exterior doorways during the extremely brief periods which they are open during operations. Doorways will only be open for the period that it takes an individual to pass through the doorway.



*Northern Tool & Equipment TPI Variable Speed Air Curtain*

Through the implementation of the above infrastructure and protocols, Higher Level of Care can ensure that any odors produced from the storage and dispensing of Cannabis will not become nuisance to our neighbors and the general public.

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# URETSKY SECURITY

201 Calle Del Oaks, Suite D, Del Rey Oaks, CA 93940

Ph# (831) 324-0687 / Fax (831) 372-3051

P.P.O. License #16659 / P.I. License #22453



**CANNABIS DISPENSARY SECURITY PLAN**

**FOR**

**HIGHER LEVEL OF CARE**

# SECURITY PLAN

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This is the written Security Plan for HIGHER LEVEL OF CARE (hereinafter sometimes referred to as “We”, “Us”, “Our”, or ‘Facility”). This plan addresses and meets the Requirements of the City of Greenfield (hereinafter sometimes referred to as "City") Commercial Cannabis Activities Ordinance ("Commercial Cannabis Activities Ordinance"). The Facility will comply, as applicable with the Commercial Cannabis Activities Ordinance.

## INTRODUCTION

We at Higher Level of Care understand security is of paramount importance and are keenly aware of the added security challenges that a business of this nature faces. We have taken extensive measures to have professionally vetted policies, procedures, and systems in place to provide comprehensive protection, for our employees, customers and the public at large. Our security policies and practices meet or exceed the Police Department and City’s requirements set forth.

The security and safety of Higher Level of Care customers, patients, staff, administration, and the public are crucial to the operational goal of providing Cannabis within a safe and healthy environment.

Higher Level of Care has retained Uretsky Security PPO #16659 as the licensed security company in charge of security. Uretsky Security has been providing fully licensed, trained, and professional security throughout the Monterey County for twenty (20) years. Uretsky Security was founded by Bill Uretsky, who retired as a Lieutenant from the Carmel Police Department after more than twenty-six (26) years in law enforcement.

As the “Security Liaison”, Bill Uretsky will have oversight responsibility and serve as a liaison with the executive staff, board, and law enforcement. In addition, Bill Uretsky will have oversight responsibility to review and update the plan on a regular basis (at intervals not to exceed one [1] year) to ensure our continued compliance to all applicable Cannabis laws and ordinances as they apply to the State of California and City of Greenfield.

In addition to contracting with Uretsky Security, Higher Level of Care will also have, at all times, one (1) or more designated Manager(s) as a “Security Liaison” to work with Uretsky Security and the City of Greenfield. This designated Manager will be Sal Palma (owner/operator).

With the input of our Security Agent, Higher Level of Care developed a state-of-the-art plan that takes advantage of the security industry’s best practices and most up-to-date technology, ensuring that its dispensary operates at the highest level of security preparedness.

Higher Level of Care and Bill Uretsky have reached out and have been working with the City’s law enforcement officials to enlist their input and cooperation in the development of our security procedures. The goal is for our plan to meet or exceed current standards for policing and securing these types of facilities.

Our Security Plan is divided into three (3) components: *Facility Security, Policies & Procedures, and Operations Security*. The preventive measures adopted in these components will minimize our security exposure, protecting the public, our patients, and our staff. Higher Level of Care is confident that should there be any breach of security, our comprehensive response capabilities will ensure the incident is quickly detected, contained, and resolved at the appropriate response level.

## FACILITY SECURITY

Higher Level of Care is proposing a Dispensary Facility. The security at the Facility is designed to reduce the likelihood of security breaches and to trigger an immediate response in the event of a breach. In addition, it is designed to control access to the Facility, limiting it to authorized and properly identified personnel.

### 1. Location and Building Specifications

The proposed Facility is 2,500 SqFt within a 25,000 SqFt freestanding structure located at 48 4<sup>th</sup> St., Greenfield, CA. The Facility is located in a commercial use area that includes retail, food services, manufacturing

## SECURITY PLAN

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and automotive service centers. The Facility has secure means of ingress and egress and is located in an area of moderately high vehicular traffic. The Facility has a two (2) entrance/exit points and will be manned by two (2) security guards during hours of operation and one (1) security guard during off hours. Any other points of exit will be for “emergency only” and will sound an alarm when opened. These emergency exits will only be accessible from the Facility’s interior. Areas containing Cannabis can be accessed only from within the Facility or through a secured “Sally Port”. Vehicle access also will be moderated and limited.

The accompanying site plan shows the Facility, street(s), parking lot(s), and any other entities that physically border the Facility. After conversion, the internal plan of the Facility will have the following configurations:

- Areas where Cannabis will be kept or processed can be accessed only from within the Facility or through a secured “Sally Port”.
- Entry into the dispensary will be a steel door installed in a cement-grouted steel frame.
- All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.
- Entrance: The Facility entrance will be equipped with a PatriotOne Technologies near-field, microwave radar weapon detection system (Appendix A). Access may be granted only from the interior “buzz door”.
- Security Cameras: Cameras will be installed on the exterior of the building, at the entrance, and in every room of the Facility other than the restroom.
- Alarm System: Contact sensors will be placed on all doors/windows and motion sensors will be placed in all rooms. Upon detection of motion, an alert will be sent to the monitoring camera station as well as the on-site security guard, staff manager, and security agent’s mobile phones. Any motion detection will trigger the video for the area of motion to be highlighted at the monitoring station. If intrusion is detected, the Police Department will be notified immediately.
- Windows: Bullet-proof security film and/or security bars will be added to the interior of all windows. The security film will be reflective or opaque to block visibility from the exterior. All windows will have contact sensors that trigger the alarm system.
- Posted notices stating Greenfield’s Cannabis Ordinances:
  1. This Dispensary only provides medical cannabis to members, who must have legally recognized California Medical Cannabis Identification Cards or a verifiable, written recommendation from a physician for medical cannabis.
  2. This Dispensary only provides cannabis to adults who qualify under the Adult Use of Marijuana Act and applicable state law. No person under the age of 21 may enter this facility. Providing cannabis products to those under 21 is illegal and shall be prosecuted to the fullest extent of the law.
  3. This Dispensary is registered in accordance with the laws of the City of Greenfield. The sale of marijuana and the diversion of marijuana for non-medical purposes are violations of State law. The use of marijuana may impair a person’s ability to drive a motor vehicle or operate heavy machinery.
  4. This Dispensary is registered in accordance with the laws of the City of Greenfield. The sale of marijuana and the diversion of marijuana to persons under the age of 21 are violations of State law. The use of marijuana may impair a person’s ability to drive a motor vehicle or operate heavy machinery.
  5. The sale, dispensing, or consumption of tobacco and/or alcoholic beverages on or about the Facility or in the parking lot area for the Facility is prohibited.
  6. Cannabis may not be inhaled, smoked, eaten, ingested, vaped, or otherwise used or consumed on the premises or in the parking areas of the premise.
  7. Loitering by persons on the premise or within 100 feet of the premise is prohibited.

### 2. Floor Plan

A floor plan of the Facility has been provided detailing the location of:

## SECURITY PLAN

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1. All entrances and exits to the dispensary.
2. The location of any windows, skylights, and roof hatches.
3. The location of all cameras, and their field of view.
4. The location of all alarm inputs (door contacts, motion detectors, holdup devices, & alarm sirens).
5. The location of the digital video recorder and alarm control panel.
6. Restricted and public areas.

### 3. Lighting

Statistics show that crimes are less likely to occur in well-lit areas. Security lighting is one of the most practical and effective ways to prevent crime in or around commercial facilities. The main objectives of our security lighting system at the Facility sites are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors to add an even brighter light.

We will add external security lighting, including high spot lights to the Facility. The Facility and all walkways of the Facility will be well illuminated to maximize visibility. The exterior building lighting and parking area lighting will be of sufficient foot-candles and color rendition to allow for the identification of any individuals at a distance of no less than 40 feet. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will be optimal for video capture.

Exterior lighting on the Facility and parking area lighting for the Facility will be balanced, will not result in a glare on adjoining properties, will complement the security systems described above to ensure that all areas of the Facility are visible, and will provide increased lighting at all entrances to the Facility. The exterior lighting will be turned on from dusk to dawn. Motion detection flood lights will be installed around the perimeter of the building and parking lot. The light will turn on automatically at dusk using light sensors.

### 4. Perimeter Security

The perimeter of the Facility will be secured to prevent unauthorized intrusion using the following critical elements: restricted vehicular access, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

- There are two (2) vehicular entrances/exits at the Facility. Prior to opening and following closing for business, both the entrance and exit will be inaccessible to vehicular travel.
- The perimeter of the Facility will be monitored by video surveillance in conjunction with adequate security lighting.
- The Facility will have two (2) security guards during hours of operation and one (1) security guard during off hours.
- First Alarm contact sensors will monitor all exterior doors and windows
- Areas where Cannabis will be stored can be accessed only from within the Facility or through a secured "sally port."
- Signs will be posted at the entrance and parking lot stating:
  1. This Dispensary only provides medical cannabis to our members, who must have legally recognized California Medical Cannabis Identification Cards or a verifiable, written recommendation from a physician for medical cannabis.
  2. This Dispensary only provides cannabis to adults who qualify under the Adult Use of Marijuana Act and applicable state law. No person under the age of 21 may enter this facility. Providing cannabis products to those under 21 is illegal and shall be prosecuted to the fullest extent of the law.

## SECURITY PLAN

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3. This Dispensary is registered in accordance with the laws of the City of Greenfield. The sale of marijuana and the diversion of marijuana for non-medical purposes are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.
  4. This Dispensary is registered in accordance with the laws of the City of Greenfield. The sale of marijuana and the diversion of marijuana to persons under the age of 21 are violations of State law. The use of marijuana may impair a person's ability to drive a motor vehicle or operate heavy machinery.
  5. The sale, dispensing, or consumption of tobacco and/or alcoholic beverages on or about the Facility or in the parking lot area for the Facility is prohibited.
  6. Cannabis may not be inhaled, smoked, eaten, ingested, vaped, or otherwise used or consumed on the premises or in the parking areas of the premise.
  7. The loitering by persons outside the Facility, either on the premise or within 100 feet of the premise is prohibited.
- Doors into areas where Cannabis will be stored and/or dispensed will be steel doors installed in a cement-grouted steel frame.
  - All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.
  - Entrance: The Facility entrance will be equipped with a PatriotOne Technologies near-field, microwave radar weapon detection system (Appendix A). Access may be granted only from the interior "buzz door".
  - Security Cameras: Cameras will be installed on the exterior of the building, at the entrance and in every room of the Facility other than the restroom.
  - Windows: Bullet-proof security film and/or security bars will be added to the interior of all windows. The security film will be reflective or opaque to block visibility from the exterior. All windows will have contact sensors that will trigger the alarm system.
  - Alarm System: Contact sensors will be placed on all doors and windows and motion sensors in all rooms. If intrusion is detected, the police department will be notified immediately.

### 5. Security Guards / Identification

All security personnel will be thoroughly screened, trained, and strictly supervised by our Security Department working in conjunction with Uretsky Security, to ensure they are of the highest capability. A copy of Uretsky Security PPO license, Security Guard's Guard Cards, City Business license, Liability & Workers Compensation policy will be maintained at the Facility.

Uretsky Security guards will provide security guards licensed by the Bureau of Security & Investigative Services (BSIS). Each guard will have in their possession a guard card issued by the BSIS indicating they have completed their initial forty (40) hours of training and additional twenty (20) hours of training each additional year.

All Security Personnel will register and maintain valid registration status with the state of California's Department of Consumer Affairs. At no time will be any Security Personnel register with the State at any level that is less than that of a proprietary private security officer.

Training will consist of:

- |                                |                              |                               |
|--------------------------------|------------------------------|-------------------------------|
| 1. Powers to Arrest            | 7. Preserving Incident Scene | 13. Firearms Training         |
| 2. Weapons of Mass Destruction | 8. Crowd Control             | 14. Baton Training            |
| 3. Public Relations            | 9. Driver Safety             | 15. Fire Safety               |
| 4. Observation & Documentation | 10. Supervision              | 16. Evacuation Procedures     |
| 5. Communication               | 11. Radio Procedures         | 17. Chemical Agents           |
| 6. Liability / Legal Aspects   | 12. Courtroom Demeanor       | 18. Traffic Control / Parking |

## SECURITY PLAN

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Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

Security Personnel will have a nameplate containing the Security Personnel's full name and the word "SECURITY" printed in bold, capital letters. The nameplate will be exhibited prominently on the clothing at chest level and will be visible and easily read at all times. As an alternative to a nameplate, the Security Personnel's name and the word "SECURITY" may be embroidered on the Security Personnel's outermost garment with the required information meeting the above specifications and located at chest level.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

### **ACCESS CONDITIONS FOR STAFF & NON-STAFF BUSINESS ASSOCIATES**

Staff and non-staff business associates will use the secondary entrance to access the Facility. All staff will need keycards to access the Facility as well as restricted areas within the Facility.

Staff here refers to anyone defined by the City as a Dispensary Agent: a principal officer, board member, employee, or volunteer. Non-staff business associates are all those, such as vendors and contractors, who do business with our Company but are not dispensary agents. The Facility will include a designated parking space for non-staff business associates.

All Facility staff personnel will need a company-issued permanent photo identification card worn on a breakaway style lanyard at chest height to be able to enter restricted areas. Staff will receive these upon hire. The badges will

be the means to access areas of the Facility where public access is not permitted. The identification badge access system shall have a readily available recorded log for entry/exit time of areas of the Facility not designed for public access. These logs will be retained for no less than 365 days.

To access restricted areas of the Facility, non-staff business associates will need a temporary identification tag. Once the reason for his/her visit is confirmed, non-staff associates will receive temporary identification tags at the reception desk before being allowed to enter restricted access areas of the Facility. Such visitor must be accompanied by a staff member at all times.

We will require that ID cards and tags be visibly worn by all staff and non-staff at all times within the Facility.

Persons other than management, employees, volunteers, vendors, and contractors may from time to time have legitimate reasons to visit our Facility. These include:

- Law enforcement
- Political officials and government administrators,
- Medical, health, and social service professionals, and
- The media.

Besides dispensary agents, no one other than law enforcement may enter the restricted areas of our Facility unless their visit has been approved by management, they have been issued and are wearing a temporary Facility identification tag authorizing their entry into restricted areas, and they are accompanied at all times by a staff member who has been specifically authorized to bring them into access-restricted areas.

## SECURITY PLAN

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### **CUSTOMER, PATIENT & DESIGNATED CAREGIVER ACCESS**

Our Facility property will have a total of 57 common parking spaces (including ADA-compliant spaces) on its premises located at the front of the building. Because our customers, patients and designated caregivers (“customers”) will be coming and going, we feel this is adequate parking to accommodate our operation and will not have a negative impact on the neighborhood by relying on street parking.

Customers will enter the dispensary through the Facility’s front entrance. Entrance into the areas where Cannabis is present will be restricted at all times.

The entry door to the dispensing area will be operated on a “buzzer” system, controlled by the person assigned to the control area. This person will be viewing the waiting room and allowing access into the rear only after proper screening and the agents in the back are ready. At this point, customers will be escorted to the area where the Cannabis can be viewed. Other than third-party security personnel, no weapons will be allowed in the Facility, and anyone entering the dispensary will pass beneath a PatriotOne Technologies near-field, microwave radar weapon detection system (Appendix A). Signs indicate this will also be posted.

There will be a guard on site at the main entrance to greet and direct customers into the Facility. In addition, the guard will be equipped with an IDvisor Smart Scanner (Appendix B) which will verify the age and capture/store the information of all individuals prior to entering the Facility.

Patients and designated caregivers must have a valid Medical Cannabis recommendation issued by a licensed California physician, and must have a government issued photo ID to prove they are the person identified on the written recommendation and that they are at least eighteen (18) years of age. They must provide this documentation at the reception desk to be admitted to the dispensary room.

Non-medical customers must have a government issued photo ID to prove that they are at least twenty-one (21) years of age.

### **INTERNAL ACCESS-POINT CONTROL**

Movement within each area of the Facility will be tightly controlled. All main access doors and dispensary doors will require magnetic key cards. In addition, patients/customers will need to be buzzed in from the waiting room as described above. All key-card systems will be checked once a month to ensure they are in working order. Any lost or stolen key-cards will be reported to the Security Manager immediately in order for them to be immediately deactivated.

### **ELECTRONIC SECURITY SYSTEMS**

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

The Facility will be equipped with, and at all times monitored (24/7) by a web-accessible closed-circuit television (CCTV) for security purposes. All cameras will be state-of-the-art and capable of allowing facial identification of anyone in or near the Facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions capable of identifying activity at night or in unlit rooms.

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover all areas of the Facility (whether they are areas where Cannabis is present or not) other than the restroom. Video surveillance will cover external and internal areas 24/7. Electrical backup will be provided by an Uninterrupted Power Supply unit sufficient to supply a minimum of two (2) hours of backup power to our cameras and computers. Additionally, the Facility will be equipped with a solar power generating system with additional battery backup. We have both on and off-site storage capacity of 112TB, enabling us to store at least 365 days of video surveillance

## SECURITY PLAN

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recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

The recordings of the monitoring will be maintained for a period of not less than three hundred sixty-five (365) days and will be made available and accessible to the Greenfield Police Department and any other City official charged with enforcing the provisions of the Greenfield Cannabis Ordinance. The recordings will be made available immediately upon request for review and copying without the need of a search warrant, subpoena, or court order. We will also provide Greenfield Police Department with a URL address to monitor remotely at any time without a warrant, subpoena, or court order. The police department will be notified 72 hours in advance of any planned security system maintenance that will result in any stoppage of the continuous recording.

### 1. Video Surveillance

Through the help of First Alarm, we will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 2560 x 1440 pixels per sq. inch. This is 30% greater than HD 1080p and sufficient to allow facial identification of anyone in or nearing the Facility. All cameras are equipped with infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms.

The recording system will have the capability to produce removable media of the recordings such as flash drives, DVDs or still photograph images. The system will be equipped with an automatic notification system that will allow for immediate notification of Police Department dispatch and camera system access for dispatch to relay information to the responding officers on alarm activations.

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 2560 x 1440 pixels per square inch. This is sufficient to allow facial identification of anyone for at least forty (40) feet on either side of doors, windows, or other avenues of potential access. All cameras are equipped with infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our CCTV camera system with digital recorder includes:

- External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover all areas of the Facility (whether they are areas where Cannabis is present or not) other than the restroom. Video surveillance will cover external and internal areas 24 hours a day, seven days a week.
- Electrical backup will be provided by a named brand Uninterrupted Power Supply unit sufficient to supply a minimum of two (2) hours of backup power to our cameras and computers. Additionally, the Facility will be equipped with a solar power generating system with additional battery backup. We have both on and off-site storage capacity of 112TB, enabling us to store at least three hundred sixty-five (365) days of video surveillance recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.
- The recorder will be kept in a secure locked location and all recordings will be dated and time stamped.

### 2. Third-Party Monitoring

We will be contracting with First Alarm to help deter, detect, and document security events at the Facility from a remote location. First Alarm will monitor for both fire and security breaches. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times, and will report and document any suspicious activity. Our internal security personnel will work with First Alarm to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the Facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion activated surveillance cameras
- Infrared intrusion sensors

## SECURITY PLAN

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- Unauthorized electronic access via supervision of system arming/disarming via individual personnel keypad combinations
- Security and fire alarm systems with remote station central station supervision

### 3. Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and exits, hallways, storage rooms and contact sensors at all doors and windows. Rooms in which perimeter windows are located will be equipped with audio glass break detection.

All active doors will be equipped with magnetic contacts to detect the opening of a door when the system is armed. Safe doors will also be contacted to detect opening when the system is armed.

First Alarm motion detectors will be utilized to monitor the interior side of all exterior windows and doors.

### 4. Burglary Alarm System

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- The system shall report to a UL listed central monitoring station at the First Alarm office. Signal transmission will be via dedicated telephone line with cellular/high security GSM back-up
- A test signal shall be transmitted to the central station at a maximum of every twenty-four (24) hours
- The system shall provide coverage of all Facility entrances and exits, rooms with exterior windows, rooms with exterior walls, roof hatches, skylights, storage rooms and offices.
- The system shall include at least two (2) holdup alarm for staff use; and
- The system shall be inspected, and all devices tested annually by First Alarm.

### 5. Alarm Testing

A test signal will be transmitted to the central station every twenty-four (24) hours. The alarm system will provide coverage of the Facility ingress/egress points, the exterior windows, offices, storage areas, cashiering areas and the product safe. The system will include at least two (2) holdup alarm for staff use. Finally, the system shall be inspected, and all devices tested annually.

### 6. Panic Buttons and Internal Communications

Panic buttons will be installed by First Alarm at the reception desk and checkout desk locations, as required. Portable emergency buttons are available for personnel, as required.

There will be five incoming phone lines and five active telephone handsets with intercom capability: reception, dispensary rooms (2), storage/receiving, and manager's office. Phones will be VOIP via broadband ISP. The Internet provider will wire the security system equipment to their interface unit to allow full communication of the security system through their equipment.

## FIRE SECURITY

The Facility will comply with all national and local fire Code requirements. The fire system design will be reviewed for approval by the Fire Department prior to permit issuance.

We will use AB Fire to provide a sprinkler system for the Facility. Alarm initiating, and supervisory switches will be connected to the fire alarm system.

## SECURITY PLAN

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Design is predicated on the “B” occupancy indicated on the plans. Notification appliances will be installed throughout the building. A single manual pull station will be installed in a continuously occupied area of the building for access during business hours.

The fire alarm equipment will be an addressable Firelite alarm control/communicator. Communication to the central monitoring station will be via dedicated land line with high security cellular/GSM back-up communication.

In addition, all rooms will be equipped with smoke detectors and fire extinguishers.

### **EQUIPMENT MAINTENANCE & TESTING**

All security-related systems will be routinely inspected to ensure that they are functioning properly. This includes:

- Video surveillance equipment
- Third-party monitoring equipment and connections
- Alarm systems
- Sensors
- Electrical connections
- Motion detectors
- Smoke detectors
- Panic buttons
- Phone connections
- Information storage and backup systems
- Electrical backup systems

The Security Agent will be responsible for ensuring that such inspections take place at reasonable intervals. We will promptly implement all necessary repairs to ensure continuous proper functioning of the security system. Inspection results and maintenance records will be securely kept for review by the City of Greenfield and appropriate oversight authorities.

We will be utilizing a solar panel system along with battery backup to ensure that in the event of a power outage our Facility will still have the appropriate power needed to keep the building secure. This means our electronic access will remain along with our other systems that we will have in place.

### **POLICIES AND PROCEDURES FOR FACILITY SECURITY**

#### **1. Incident Management and Emergency Response**

We understand that smooth operations require well-laid contingency plans and a staff well-trained in their execution. Under the leadership of our Security Agent and with input from appropriate local agencies and enforcement authorities, we will develop a comprehensive Emergency Response Plan.

The Emergency Response Plan will include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. This will prevent non-security related emergencies from becoming aggravated security emergencies as well. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the Facility.

## SECURITY PLAN

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We will also develop a comprehensive set of guidelines for dealing with security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies. Preparedness means all staff members:

- Know how to assess emerging situations to determine the type and level of threat they may pose;
- Know how to respond to different types of security threats;
- Know which types of situations warrant the activation of panic buttons; and
- Know how to proceed when a security alarm goes off or a panic buttons has been activated.

If a security breach is found to constitute an actual emergency, authorities will be notified. We will then follow the emergency response procedures established in cooperation with local law enforcement authorities for smoothly bringing the situation under their control.

Procedures will be revised and updated as necessary and at a minimum once every twelve months. We will invite local law enforcement to offer their input on up-to-date security threat analysis and contingency planning.

### 2. Out-side Partnerships

Local law enforcement and neighbors in close proximity to our facilities will have the name of one or more contact persons on our staff that they can notify day or night in case there is a problem impacting them or that they feel may impact us. We will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.

We also will reach out to local law enforcement to develop a professional working relationship and a coherent contingency plan for incidents that require a law enforcement involvement at our Facility. Local law enforcement officials will be invited on-site to discuss and evaluate potential security risks, vulnerabilities, and to assist in the development or enhancement of our current security program.

### 3. Closing Procedures

After the conclusion of business each day, our closing procedures require that the alarms be set by two (2) or more employees who will exit at the same time. At the close of each business day, our personnel will insure that all rooms are locked, all Cannabis, Cannabis infused products to be disposed of and all currency are locked in a safe, and that the security alarms are set. **The last two (2) employees must leave the building with both security guards as the witnesses.**

### 4. Preventing Theft & Non-Diversion

Since regular inventory and supply chain tracking is crucial to preventing diversion, inventory will be manually performed every day by two Facility employees to verify the accuracy of our computerized inventory management system. In addition, the following measures will also be enforced:

- Any personnel that commit theft or diversion will result in their immediate termination and the incident will be reported to the Police.
- All Cannabis will be stored in safes located within a secure and locked room that is accessible only to authorized staff.
- Only authorized individuals will be allowed on dispensary premises thereby reducing the probability of diversion of Cannabis.
- Permanent banishment of any individuals caught diverting Cannabis for illegal use.
- Implementing our state-of-the-art supply chain tracking system that follows every item from reception to sale.

## SECURITY PLAN

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The Chief of Police and/or one of his authorized representatives shall be notified within twenty-four (24) hours after discovering any of the following:

- Significant discrepancies identified during inventory.
- Diversion, theft, loss, or any criminal activity involving the Facility or its operations, or any agent, officer, or employee of the business.
- The loss or unauthorized alteration of records related to Cannabis or agents of the business.
- Any other breach of security.

### 5. Preventing On-Site Consumption

We shall not permit the consumption of Cannabis at the registered premises in any form. Any Cannabis or Cannabis paraphernalia that shows evidence of Cannabis having been consumed or partially consumed will be reported to the City and/or local Police Department. We will place smoke detectors around premises and routinely monitor surveillance to prevent the use of Cannabis on the premises.

### 6. Incident Log

We will maintain an incident log with reports of incidents that triggered an alarm. Such reports shall be made available to the City during any inspection of the Facility. We will notify the City by electronic means within twenty-four (24) hours of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the Facility. Our Facility manager shall follow up the initial notice with a written report describing in detail the factual circumstances surrounding the incident and include an inventory of all stolen items, if applicable. The incident log will be kept in a safe and secure filing cabinet as well as on an offsite secured server.

### 7. Ingress / Egress / Access

We will secure the perimeter of the Facility to prevent unauthorized intrusion. Windows and roof hatches of the Facility will be secured from the inside with security film and/or security bars so as to prevent unauthorized entry. The bars will be equipped with latches that may be released quickly from the inside to allow an exit in the event of an emergency. Exterior roof ladders will be secured with locked ladder covers. The windows, skylights, and roof hatches will be in compliance with all applicable building provisions in the Greenfield Municipal Code.

Exterior landscaping within 10 feet of the Facility will be free of features where people could reasonably conceal themselves.

The Facility will have a single plainly identified primary entrance/exit that is visible from public common areas. Any exits or entrances that are not visible from a public or common area will be conspicuously marked as an emergency exit only. These exits will be self-closing, self-locking, commercial grade locks equipped with an alarm and not used except during an emergency. Panic exit hardware will be push-bar design. Any aluminum doors used shall be fitted with steel inserts at the lock receptacles and any outward opening doors shall be fitted with hinge stud kits, welded hinges or set-screw hinge pins. Double doors will be fitted with three-point locking hardware and push-bars consistent with fire agency regulations and requirements. Emergency exit doors will have latch guards at least 12 inches in length protecting the locking bolt area. Latch guards will be a minimum of 0.125-inch thick steel, affixed to the exterior of the door with non-removable bolts, and attached so as to cover the gap between the door and the doorjamb for a minimum of six inches both above and below the area of the latch. If glass doors or doors with glass panes are utilized in the Facility they must have a shatter-resistant film affixed to prevent glass breakage.

Exterior doors to the Facility will remain locked from the outside to prevent an unauthorized ingress to the Facility. Ingress will be allowed by means of a remote release operated from within the Facility. In all cases,

## SECURITY PLAN

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doors will remain operable from the inside to allow egress without the use of a key or special knowledge. Access-controlled egress doors will comply with Section 1008.1.3.4 of the California Building Code.

Staff and non-staff business associates will enter the Facility through the secondary entrance into a safety area. This safety area in law enforcement is sometimes called a "Sally Port." Non-staff business associates must provide proper documentation in order to leave the Sally Port and enter into other areas of the Facility.

Persons other than management, employees, volunteers, vendors, contractors, and members may, from time to time, have legitimate reasons to visit our Facility; such persons may include: law enforcement, political officials government administrators, medical, health, and social service professionals, and the media.

Besides management, employees, volunteers, vendors, contractors, and members, no one, other than law enforcement or City agents, may enter the restricted areas of the Facility unless management has approved their visit. Movement within the Facility will be tightly controlled and regulated.

No Cannabis will be visible with the naked eye from any public or other private property, nor will Cannabis or any product containing Cannabis be visible from the exterior of the Facility. All areas containing Cannabis at the Facility will be secured and separated from public access by locked interior doors and any other security measures necessary to prevent an unauthorized entry.

### **8. Suspicious Activity and Loitering**

Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Customers will be advised orally at their first visit of our no loitering policy. Noncompliance will result first in a warning, then in a suspension of purchasing privileges at the Facility. Loitering by non-customer will result first in a warning from our staff or security guard and then in notification of local law enforcement, if necessary

### **9. Weapons**

No person will be allowed to be in possession of any weapon while on the premise of the Facility. Anyone entering the dispensary will pass beneath a PatriotOne Technologies near-field, microwave radar weapon detection system (Appendix A). Signs that indicate this will also be posted.

### **10. Visitors**

All authorized visitors to the premises shall be logged in and issued a visitor pass. No one under the age of twenty-one (21) will be allowed on the premises unless they meet the State of California Medical Cannabis guidelines. The visitor log will include the name, date of birth, driver's license number, date of visit, duration of visit, purpose of visit, and name of person that the visitor is at the Facility to meet.

### **11. Development Agreement**

The Facility will comply with any additional infrastructure and security conditions included in any development agreement between the Facility and the City of Greenfield.

## **OPERATIONS SECURITY**

Making sure that our routine operations follow secure procedures is as important as physically securing each Facility and having emergency response procedures in place. Consistent, proactive operational security policies and procedures greatly reduce the likelihood that emergencies will arise.

### **1. Staffing Structure and Current Employee Roster**

Higher Level of Care expects to employ approximately twenty (20) individuals. Though security is the responsibility of all employees, those having direct and ultimate oversight of the security of the operation are as follows:

## SECURITY PLAN

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1. Owner/Operator: Sal Palma is the President and will have ultimate responsibility for security of the premises. He will have responsibility for all aspects of the facilities security plan, including managing all security technology, overseeing all transportation security, managing access to all facilities on-site, risk management, and record keeping.
2. General Manager: Joe Santibanez is the General Manager and will have oversight of the day-to-day operations including direct oversight of operations security & security personnel.
3. Security Company: Uretsky Security is the licensed security company retained by the Facility. Uretsky Security will provide licensed uniformed security guards. Bill Uretsky (owner) and Nick Cina (owner) will be the representatives for Uretsky Security.

### 2. Background Checks

All employees, volunteers, principals, directors, and board members will have to take and pass a Live-Scan Fingerprint Criminal History Records Search by the police department prior to their employment. We will also perform background checks on any contractors or vendors who regularly work within the Facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

An accurate and up-to-date employee list shall be maintained on the premises and shall be made available to the Greenfield Police Department or one of their authorized officers upon request. The employee list shall include the full name, physical residential address, all telephone numbers (home & cell-phone), dates of birth, social security number, and date of hire for each employee.

## PERSONNEL AND TRAINING RECORDS

### 1. Training and Drills

We will maintain personnel records for each employee, agent, or volunteer. **These personnel records will be maintained for a period no less than 1 year past the end of their employment.** All information will be secured and maintained by the Human Resource Officer on an on-site encrypted computer system. The information will include;

- Application
- Training for employees will include but is not limited to corporate and job descriptions, general security policies, visitation policy, safety policy, emergency procedures, recordkeeping procedures, intake procedures, sanitation procedure, packaging and labeling procedure, salvaging questionable product and destruction of unusable product procedures, transportation procedure, incident procedure, inventory reconciliation with BioTrackTHC, employee training log and dispensary training manual.
- Written policies for employees will include Instructions for Employee Eligibility Verification from Department of Homeland Security, Disability Insurance Provisions, paid family leave, time of hire pamphlet that informs about worker's compensation for industrial injuries, including temporary disabilities, permanent disability benefits, supplemental job displacement benefits and death benefits, notice to employees regarding Labor Code section 2810.5, prohibition of sexual harassment, paid sick leave policy, policy against discrimination, harassment, and retaliation, rest and meal periods, at-will employee policy acknowledgment, leave of absence policies, pregnancy disability leave, non-work related disability leave,
- occupational leave (worker's comp), voting time-off, jury duty and witness leave, victims of domestic violence, sexual assault or stalking and time for crime victims.
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters.

## SECURITY PLAN

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- Record of any disciplinary action taken against employee at any time during employment.

Security and emergency response training is only part of the comprehensive training required for all employees. Training will also cover:

- Cannabis laws and regulations,
- Customer privacy, confidentiality, and secure electronic record keeping,
- Procedures for customer reception and registration,
- Procedures for product sales, and
- Personal safety, fire safety, and crime prevention.

### BUSINESS HOURS

Our days and hours of operation shall be in strict compliance with the City of Greenfield requirements and restrictions. We will operate the Dispensary from 9:00 am – 7:00 pm seven days a week.

### INVENTORY SECURITY

#### 1. Sale

The inventory tracking and control system associates every product sold with a single transaction, a single customer, and a single dispensary agent. All sales take place under camera surveillance that captures inventory movement as well as the faces and identifying features of the customer making the purchase and the dispensary agent making the sale.

#### 2. Storage / Safe

All Cannabis will be stored in high-security fire-proof safes. Inventory will be removed from the storage safes only for immediate transport or immediate sale. Our fireproof safes are steel constructed and represent top quality for safety and fire protection. The storage area shall have volumetric intrusion detection devices installed and connected to the Facility intrusion detection system. The safe shall be a UL listed burglar-proof safe with a minimum rating of TL-30. All safes shall be installed in a steel clad concrete block or otherwise securely anchored to a fixed part of the Facility structure.

#### 3. Visibility

No Cannabis at the Facility will be visible with the naked eye from any public or private property, nor will Cannabis, any product containing Cannabis, or graphics depicting Cannabis or Cannabis products be visible from the exterior of the Facility.

#### 4. Packaging

All Cannabis products dispensed to customers will be packaged and labeled in accordance with applicable laws and regulations.

All Cannabis will be in an opaque, tamper-evident, child resistant, resealable (for products with multiple uses)

package which will contain a label or be accompanied by a hang-tag, peel-back label or insert that clearly states the following:

1. Product identity — A generic or common name that describes the product. Examples include chocolate, fruit chew, vape cartridge, lotion, tincture, etc.
2. Universal symbol (in black, at least 0.5" x 0.5") — The California symbol that identifies items as containing cannabis

## SECURITY PLAN

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3. Net weight or volume (in both metric and U.S. customary units) — The weight or volume of the contents of the package
4. For edible cannabis products, the words “Cannabis-Infused” must be listed above the product identity, in a bold font and larger text size than the one used for the product identity
5. Manufacturer name and contact information – Must be a name listed on the license certificate (either the legal business name or the registered DBA), and their phone number or website
6. Date of manufacture/packaging – Including month, day and year. (Example: MFG/PKG: 02/23/19)
7. Government warning statement for cannabis products (capital letters and bold font)
8. UID number – The unique tracking number issued through Track-and-Trace
9. Batch or lot number
10. Instructions for use and any preparation needed – For example, the method of consumption or application
11. List of all ingredients (in descending order by weight or volume) – Including sub-ingredients, if any
12. Allergens (if applicable) – The word “Contains,” followed by a list of any major food allergen in the product. The major food allergens are milk, egg, tree nuts, wheat, peanuts, soybeans, fish or crustacean shellfish. The specific food name must be used when disclosing allergens (i.e. “almonds” instead of “tree nuts”)
13. Artificial food colorings (if applicable)
14. Expiration, use-by or best-by date (if applicable)
15. “KEEP REFRIGERATED” or “REFRIGERATE AFTER OPENING” (if perishable after opening)
16. “FOR MEDICAL USE ONLY” (if applicable)
17. For edible cannabis products, sodium, sugar, carbohydrates, and total fat per serving (in milligrams or grams)
18. Cannabinoid content (in milligrams)
  - a. THC and CBD per package (for all manufactured products)
  - b. THC and CBD per serving (for edibles and concentrates with designated serving sizes)
  - c. Any other cannabinoid that makes up 5% or more of the total cannabinoid content (if labeled after testing)
19. Prop 65 Warning (if applicable) – Proposition 65 requires businesses to provide a clear and reasonable warning before knowingly and intentionally exposing anyone to chemicals that are known to the state to cause cancer or birth defects or other reproductive harm.
20. CRV Recycling (for beverages, if applicable)

Child-resistant packaging shall be:

1. Packages that have been certified as child-resistant, in accordance with the federal Poison Prevention Packaging Act (PPPA, 16 CFR §1700.1)
2. A bottle sealed with a pry-off metal crown bottle cap
3. Plastic packaging that is at least 4 mils. thick and heat-sealed without an easy-open tab, dimple, corner or flap
4. Single Use (“Initial CRP”) – the package is initially child-resistant, but once opened, it is no longer child-resistant. If used, this package’s label must say “This package is not child-resistant after opening”

## SECURITY PLAN

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5. Multiple Use ("Lifetime CRP") – the package maintains its child-resistance throughout the life of the package. It can be opened and closed, but still remains child-resistant.

### 5. TRANSPORT

At times, Cannabis may be transferred to/from Higher Level of Care's other location(s). Any transportation will be performed in conjunction with either a valid State of California "Distributor" or "Distributor – Transport Only" license. To ensure the security of transport agents and of inventory being transported and to comply with Department regulations, we have adopted the following procedures described in this section:

1. Vehicles will not have any Cannabis identification and neither Cannabis nor paraphernalia will be visible.
2. All deliveries from our Facility will include the use of trained security or internal personnel in teams of two (2). Drivers will be required to successfully complete our training on how to prevent robberies, protect their lives, and stop "car-jackings."
3. We will use a real-time wireless reporting of all transports to monitor delivery to prevent diversion during the delivery process. It also will allow us to track the location and delivery time of products.
4. All transport vehicles will be equipped with GPS monitoring and will be required to update the dispensary upon every completed delivery.
5. All incoming/outgoing Cannabis products from this Facility will be placed in a sealed and tamper evident locked container. Products remain in the locked transport container during transport. The incoming container will be removed from the delivery vehicle under the supervision of a minimum of two (2) employees. The container will only be opened once it is securely inside the dispensary.
6. Transport agents will be able to engage in two-way communication with the dispensary during transport in case of emergency.
7. We will require all incoming and outgoing material to have a detailed transit slip ready on arrival or departure and carried throughout the trip. This will include:
  - The origination of the items (the names and registry identification numbers of the releasing dispensary and dispensary agent),
  - A description of the products being transported (the type of product, quantity, and tracking numbers),
  - Designated and actual route of transport,
  - Name and registry identification number of the transport agent responsible for the transport, and
  - Date and time of departure and arrival.

Loading at the Facility will also take place under the supervision of a minimum of two (2) employees. All products will be transported from the dispensary to the vehicle and from the vehicle to the designated drop-off locations in a sealed and locked container.

### 6. Disposal of Unused or Surplus Cannabis

We intend to dispose of unused or surplus Cannabis and its by-products by composting via the Bokashi Fermentation process (see Waste Disposal Program). All unused or surplus Cannabis and its by-products will be weighed and documented. All "General Trash" will be kept in a locked portion of the Facility and will be taken out by an employee on the day and time the local trash is picked up to prevent anyone from accessing it.

## SECURITY PLAN

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We shall report any stolen or lost Cannabis by filing a police report by calling 911 or in person with the Police Department within twenty-four (24) hours of becoming aware of the theft or loss.

### 7. Record Keeping

We will keep meticulous records, complying with state and local laws and regulations regarding patient/customer records, inventory records, and transportation records. Transport agents will carry with them a copy of the transport authorization and control data (the “transit slip”) during transport of Cannabis. All inventory control records and records of inventory transfer, transport, and delivery will be kept for five years and made available to the City and authorities on request.

## INFORMATION SYSTEM SECURITY

### 1. Securing Data

We understand the need to protect data and information from cyber-attacks and will take the necessary measures to protect our information systems and keep our data secure. We will limit access to our network by using unique user passwords and by restricting IP addresses and MAC addresses to specific computers. The use of third party email, web, and data servers will be avoided. We will provide training on data security procedures. These measures consist of:

- Using virus protection, spam-filtering, firewalls, and encryption.
- Keeping software and OS updated
- Using passwords and changing them frequently
- Using secure wireless networks
- Restricting web browsing
- Initiating frequent and secure data backups
- Password lockouts
- Role-based authentication
- All data and information from our security system and from our inventory control system will be secured and encrypted and backed up automatically every night, not only to a private server on site, but also to a secure, off-site server location. Should there be an emergency, natural disaster, or criminal breach at our Facility, all data remain safe and remotely accessible on our remote backup server.
- For data backup, we will be uploading all data to our cloud server on a daily basis to ensure that we do not ever lose sensitive information pertaining to the operation of the dispensary and cultivation Facility.
- All records not stored electronically will be stored in a locked storage area.
- No company files or records will be stored in a public internet space, un-secured file storage site, or removed from the Facility without authorization from the Director of Operations.
- We will use Canna-Guard Security to ensure the system is secure and will work with software vendors to ensure network security.

### 2. Customer Information

Just as sensitive and important as our security system data and our inventory tracking data are our customer records. We take customer’s privacy very seriously. Consequently, all the safeguards in place to protect and preserve our security data and inventory control data will also be employed to preserve customer information and prevent any breach of customer confidentiality, ensuring that the electronic storage, transmission and retrieval of customer information is secure.

## SECURITY PLAN

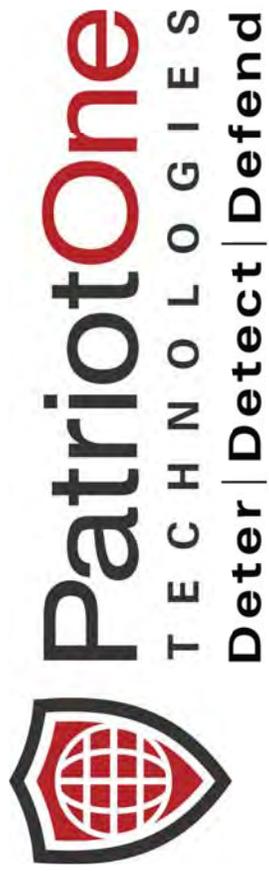
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Customer records will be stored on a BioTrackTHC data base and encrypted at the OS level. All digital records will follow HIPPA and PCI regulations and guidelines.

SECURITY PLAN

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**Appendix "A"**



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01/2017

## A New Disruptive "Safe City" Technology

- Patriot One Technologies, Inc. is commercially developing a new **COVERT** technology to detect concealed weapons utilizing novel radar technology.
- **First cost-effective solution** for Active Shooter prevention available today.
- Stand-off detection on moving targets with a **"cognitive"** ability to learn and identify new threats
- 7 years in development. Rights to develop, license, manufacture and market worldwide.
- Developed through **NATO** funded project at McMaster University.
- Strong management team
- Partnered With Ridge Global - Strategic Advisor; Ridge Global was founded by Tom Ridge, the first U.S. Secretary of Homeland Security
- Diversified customer base
- \$2M in working capital



# Security Needs Public and Private



Trains



Concerts / Clubs



Schools



Stadiums



Banks



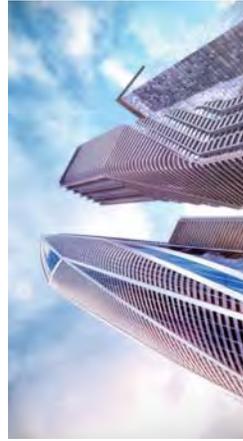
Government



Airports



Transit



Offices/Institutions



Prisons



Shopping



Police

# Disruptive Technology – Global Demand

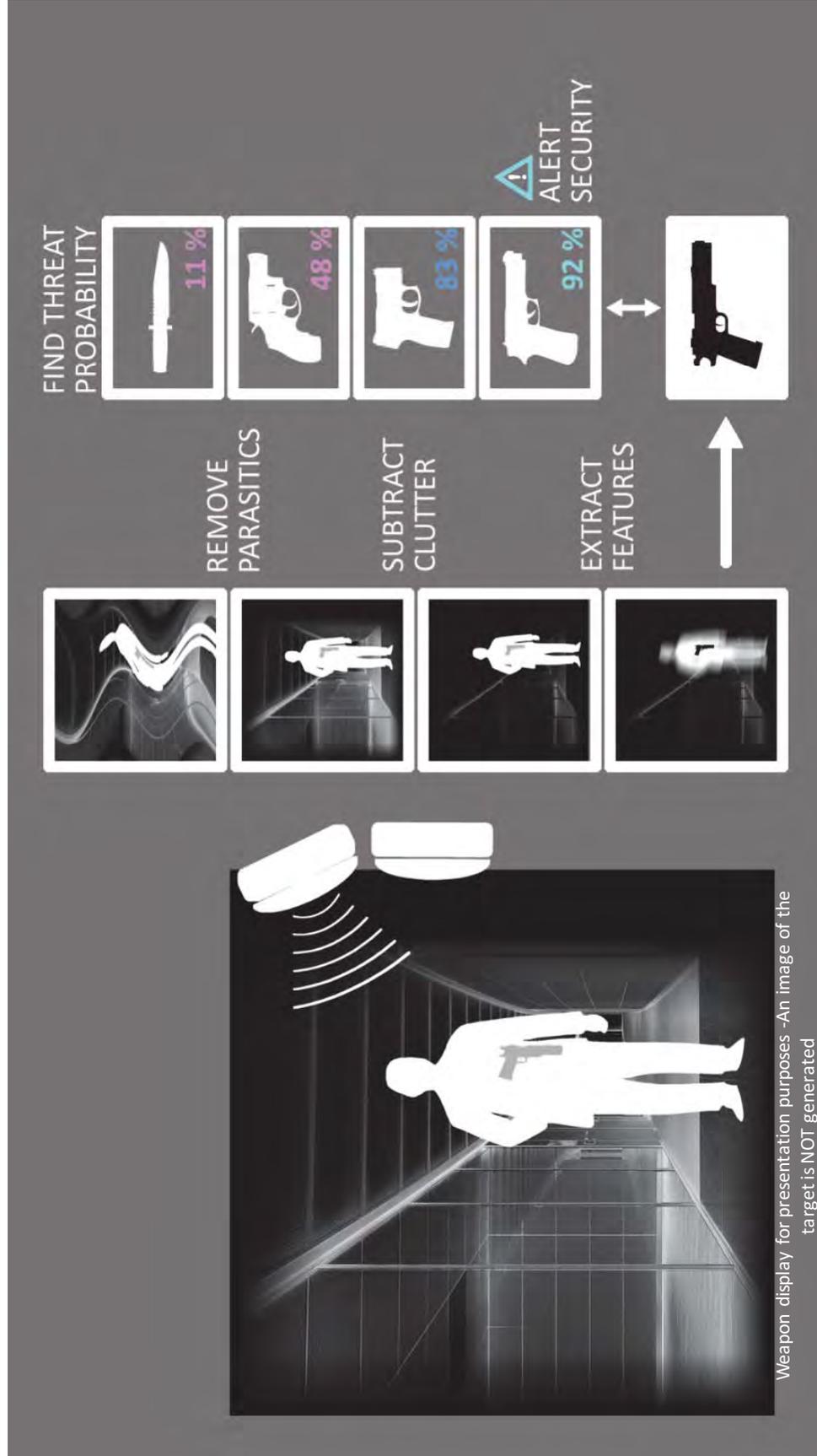
- Small size: It can be placed **COVERTLY** in doorway or hallway to prevent planned attacks
- Cognitive ability: Learning from previous measurements and continuously improve its detection ability
- Lower costs: The total cost of ownership is less than existing millimeter-wave electronics and do not need human operators on a 1:1 basis
- No subject compliance requirement;
- An image of the target is **NOT** generated; **No privacy concerns.**
- Line of sight not required;
- Detection is real-time and entirely computer-based. Human operators **NOT** required alert security.
- Up to 3 meter detection range enables concealed placement in entryways, hallways stairwells, etc.
- Low-power impulse radar system
- Cognition ensures constant evolution. **Does not become dated.**

**Best Detection Performance to Date**

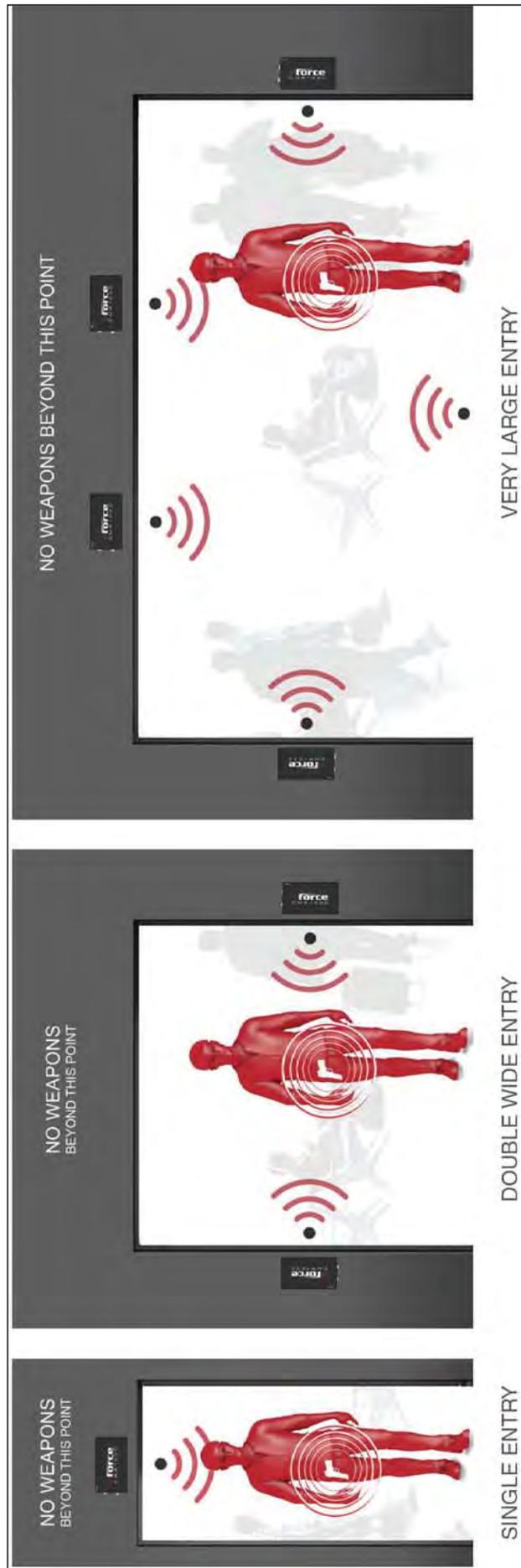
- ( Sensitivity (true positive rate) **91.6%**
- ( Specificity (true negative rate) **94.4%**
- ( Accuracy (overall) **93.0%**



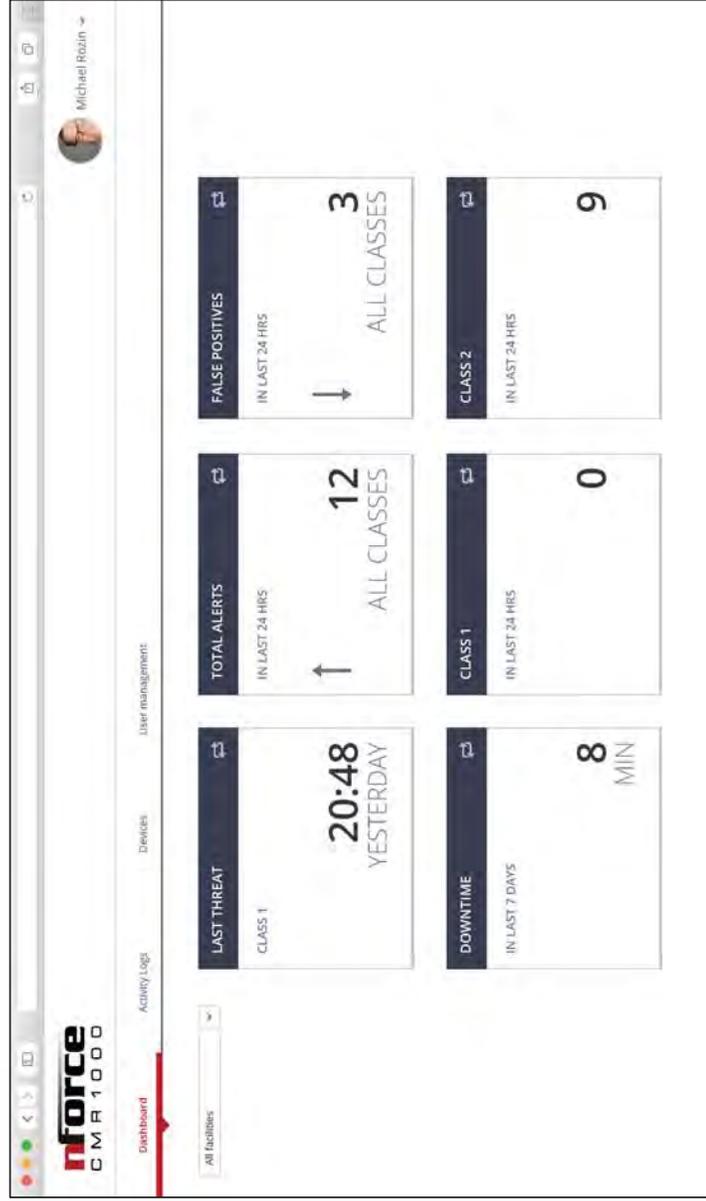
# System Overview



# Deployment



# User-Friendly Interface



# **force** Network Process

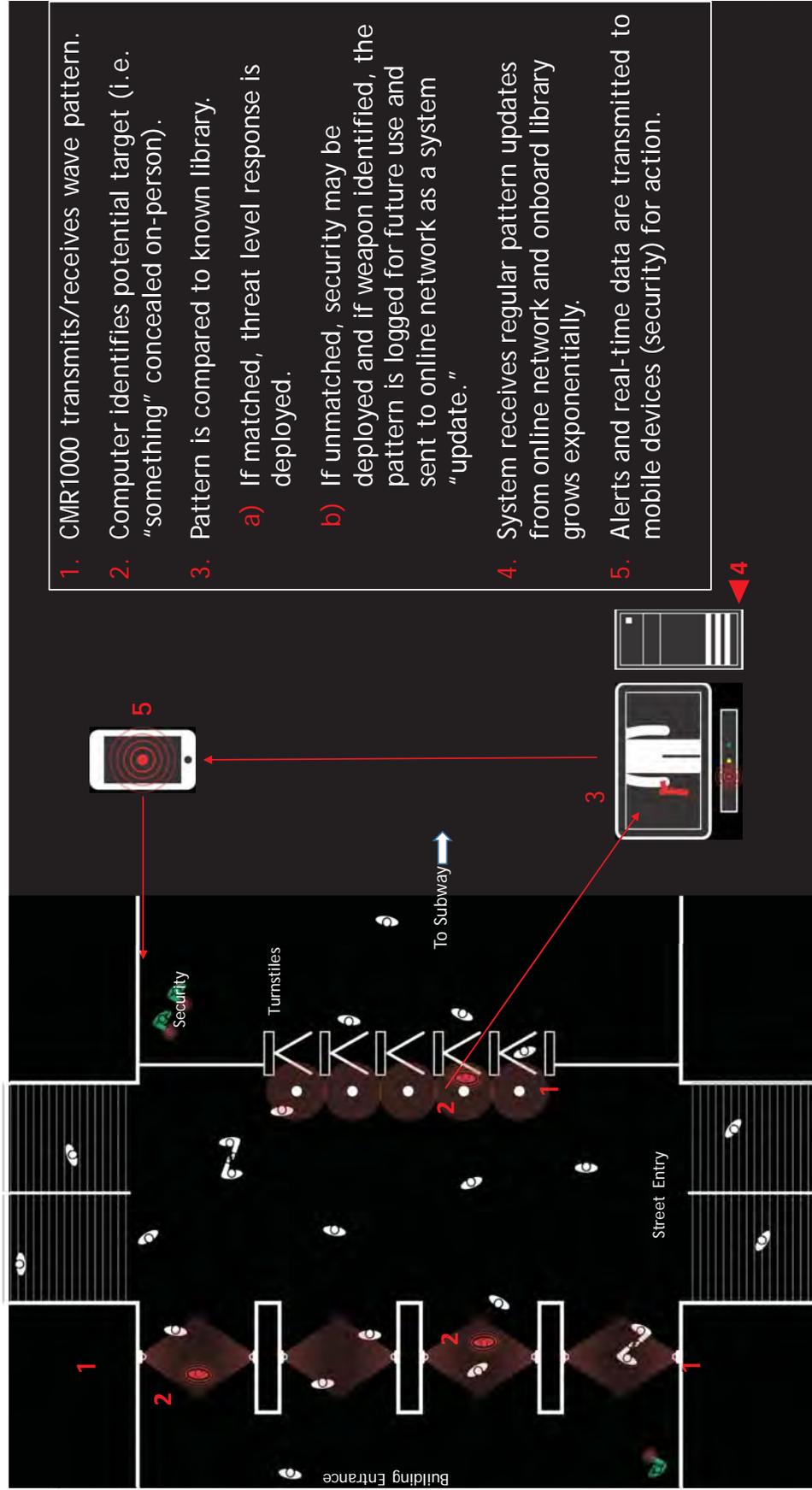


Exhibit: Subway Entry Threat Detection Scenario



# PatriotOne

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Burlington, Ontario L7N 3J5 Canada

**Inquiries**  
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[www.patriot1tech.com](http://www.patriot1tech.com)

Thank You

Proud developers of

**nforce**  
CMR 1000

**Appendix "B"**

---

# IDVisor® Smart™ ID Scanner

## User's Guide

### *Age Verification machine*





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## 1 Introduction

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This document will describe how to use the IDVisor Smart Mobile scanner.

### 1.1 Document overview

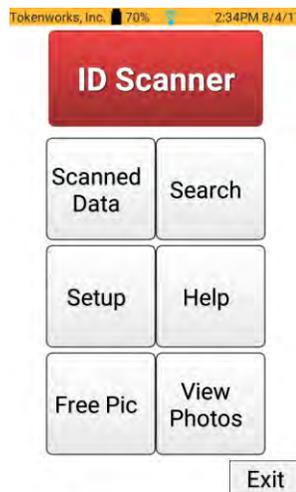
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This document is designed based on the form hierarchy of the application. Each chapter will begin with the top-level form or screen and the sub paragraphs will be dedicated to the lower level forms that are accessible from the higher form.

## 2 Home Screen

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The **Home screen** is the launch point for all functionality.



These buttons will take you to the most accessed functions. The **ID Scanner** button launches the scanning form where card transactions are captured and displayed. Tags or Notes are appended to each scan. The **Scanned Data** button shows all scanned data. The **Search** button gives you the option of searching for a scanned ID using the ID number or the first and last name. The **Setup** button brings up options to customize the settings of the scanner application. The **Help** button provides instructions on common processes. The **Free Pic** button allows you to take a picture of an ID that has difficulty scanning. The **View Photos** button shows all photos taken on the scanner. The **Exit App** button is used to close the IDVisor Smart app. Before exiting you will be prompted for a passphrase (5678).

**Note: To view photos on a PC please restart and connect device then navigate to External Storage/Documents/IDVisorSmartPics. Scanned ID photos and Free Pic photos will be separate, scanned ID photos will be organized by the name on the ID and time it was scanned, while Free Pic photos will be in a separate folder shown from latest to oldest picture taken.**

## 2.1 ID Scanner

Tapping the **ID Scanner** button will launch the scanning form.

Below is a picture of the IDScanner form, which displays a scanned card, and all the elements of the form:

The screenshot displays the ID Scanner app interface with the following elements:

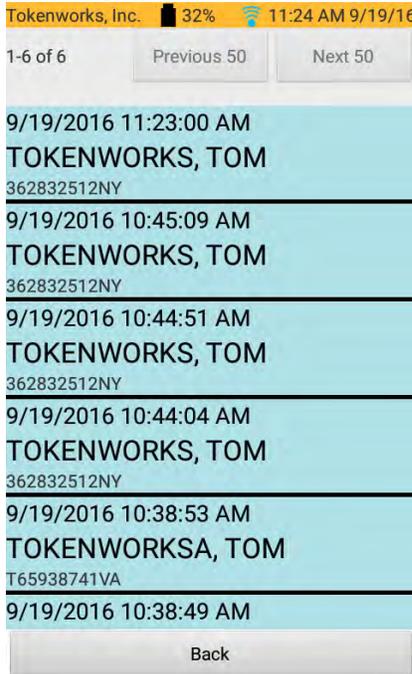
- System Status:** Battery Life (100%) and Wi-Fi Status (2:02PM 7/11/17).
- Scan Data:** F: John, S: M, L: TOKENWORKS, A: 40 E 94TH ST APT 15B, C: NEW YORK, S: NY, Z: 10128, DOB: 08/02/1987, Exp: 05/07/2004.
- Customer Information:** ID: 362832512, Visits: 1 (Customer Visit Count).
- Alcohol & Tobacco:** Two 'OK' icons and AGE: 29 (Customer Age).
- ID Status:** ID Expired! (highlighted in yellow).
- Scan Counter (Inc/Dec):** +, -, 1 (New/Existing Pictures).
- For taking photos of unscannable IDs:** Free Pic, Manual Entry, Tag, Email/Tel, Clear, Back.

2.2 Scanner Features

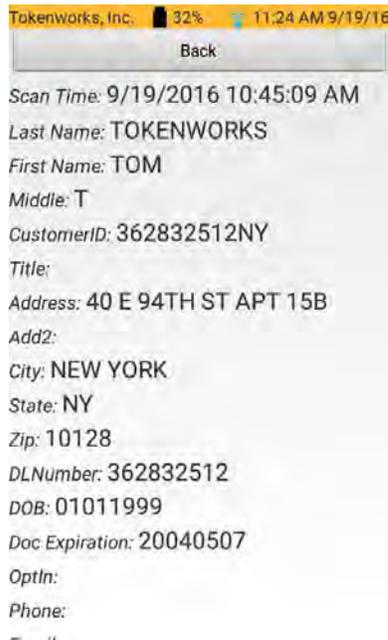


### 2.3 Scanned Data

Tapping the **Scanned Data** button will display a list of all the scanned cards in chronological order.



Tapping an individual record will display a detailed view of the record in a read only form:



## 2.4 Search

Tapping the **Search** button will launch a form that allows you to search for customers by ID# or Last Name. Partial name searches are supported.

Tokenworks, Inc. 30% 10:39 AM 9/19/16

Clear Search Back

DL#:  St: \_\_\_\_\_

L: \_\_\_\_\_

F: \_\_\_\_\_

Tag \_\_\_\_\_

Email \_\_\_\_\_

Tap a field for the keyboard.  
Enter data. Click search to find.

More Info Previous Next

Once an ID has been found you can tap the Tag and Email buttons to apply or modify Tags and appends Email and Phone information.

Tokenworks, Inc. 32% 11:26 AM 9/19/16

Clear Search Back

DL#: 362832215 St: NY

L:  TOKENWORKS

F: TOM

Tag \_\_\_\_\_

Email \_\_\_\_\_

3 results

More Info Previous Next

## 2.5 Setup

Tapping the **Setup** button will display a menu of functions that are typically used by a system administrator. These functions can be protected by pin codes to keep settings and information secure. The unit comes with pre-initialized pin codes (5678) for the following functions: Database, Configuration, and Tag List.



The details of each of the buttons in the Setup menu are detailed in Chapter 3: Setup Menu.

## 2.6 Help

Tapping the help button will display a menu of short instructions that describe operations of the ID scanner. Tap each menu item to view the instruction. The videos are hosted on Youtube, so you will need a WiFi connection to view the videos. The About button will show you the current version of IDVisor Smart you are running.



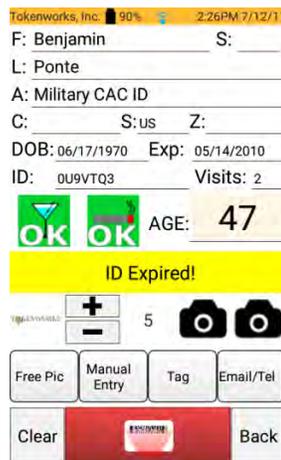
### 3 ID Scanner Functionality



#### 3.1 Scanning an ID

To scan an ID open the ID Scanner app, hold the ID 3-5 inches away from the barcode reader and press the scan button. When the scan button is pressed the laser should make contact with the barcode on the ID, the scanner will then beep and the ID information will appear on the screen.

#### 3.2 Taking Pictures of an ID



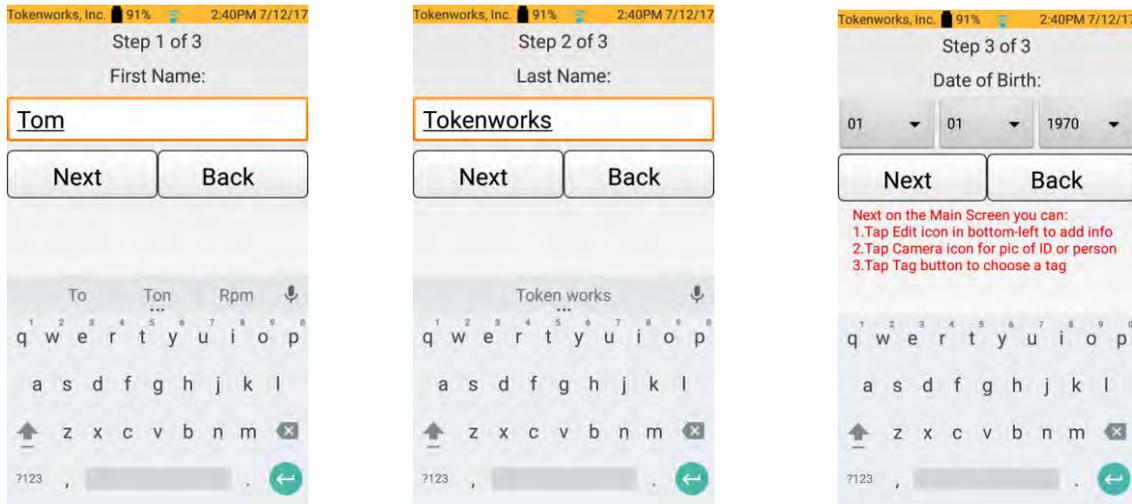
Once an ID is successfully scanned, you will now be able to take a picture of the scanned ID. The scanner software allows two pictures per ID scanned, which allows you to take a picture of the front and back of an ID. There are two camera icons on the ID Scanner app screen. Clicking one of those camera icons will allow you to take a picture of one side of an ID. Note: The camera icons are only available when an ID is SUCCESSFULLY scanned and are NOT the same as the Free Pic option.

### 3.3 Taking a Free Pic



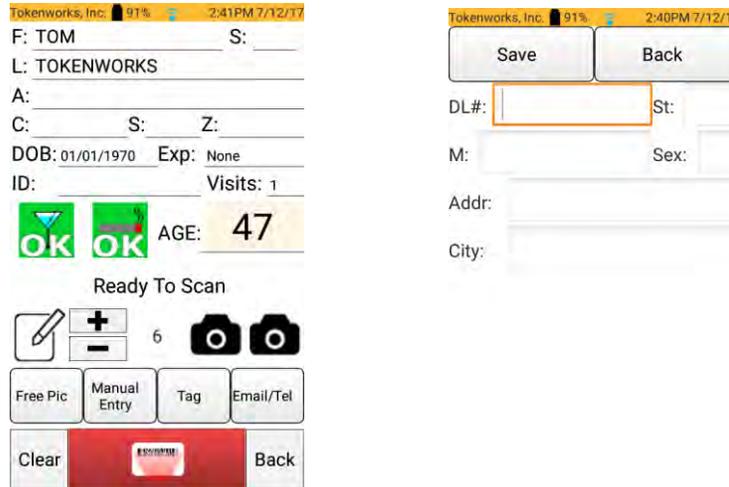
The Free Pic option allows you to take a picture of an ID that you are NOT able to read due to the condition of the ID. Click on the Free Pic button on the ID Scanner app screen, this will initiate the camera that will allow you to take a picture.

### 3.4 Creating a Manual Entry



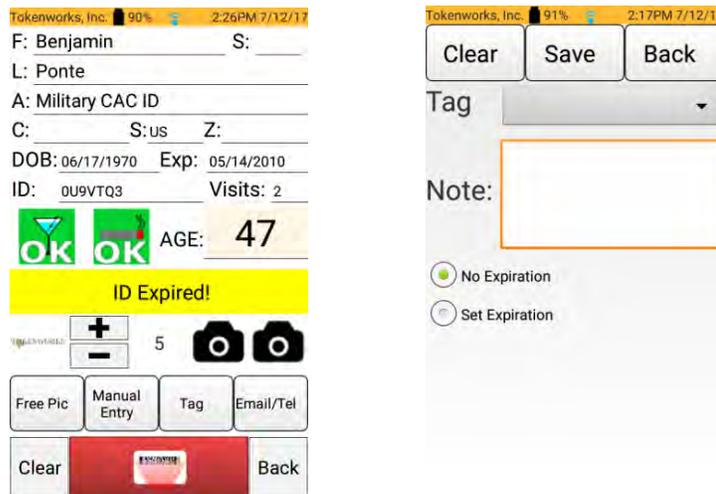
Manual Entry allows you to manually enter the First name, Last name, and the Date of Birth on an ID that you are unable to read. To create a manual entry click on the manual entry option and enter the First and Last Name, then the Date of Birth.

### 3.4.1 Editing a Manual Entry



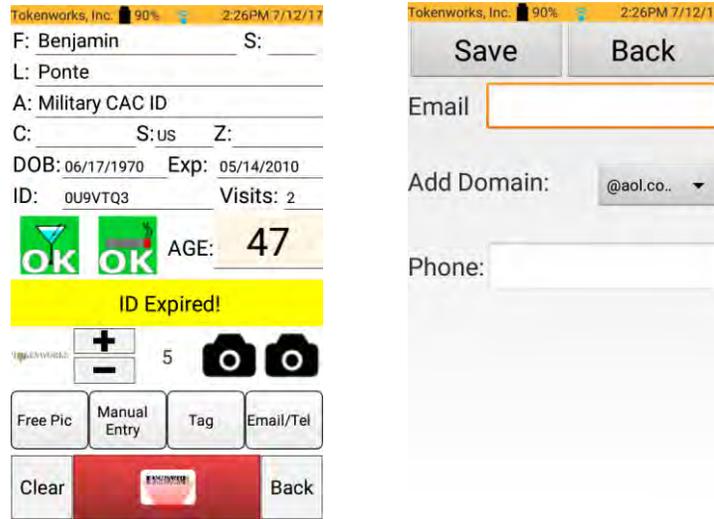
Once this information is entered you can now use the edit manual entry button located above the Free Pic button on the ID Scanner app screen and add additional data such as the DL#, Sex, and address. Once information is added press Save.

### 3.5 Tagging an ID



Tag allows you to tag a scanned ID at that given moment. You can use the existing tag names provided on the scanner or create your own in the Tag List option under Setup. Scan an ID then click on the tag option on the ID Scanner app screen. This will bring up the tag drop down list and note section. After tagging the ID press Save.

### 3.6 Adding an Email or Telephone Number



The Email/Tel button allows you to add an email and phone number to associate with the scanned ID. Once an ID is scanned the Email/Tel button will be available. Clicking on this button will open a screen where you would now be capable of adding an Email and/or Telephone number to associate with the scanned ID. After entering an Email and/or Telephone number press Save.

### 3.7 Anti Pass Back Feature



If Anti Pass back is enabled and an ID is scanned more than once, the scanner will make a different type of sound and a notification will show up on the screen showing how many times the ID has been re-scanned. To disable this feature go to Setup > Configuration > Anti Passback Enable: OFF.

## 4 Setup Menu

The setup menu is used to initialize the device and set the parameters required to enable all the functionality. The **Set Date/Time** is the first button, and the system date and time has to be set correctly in order to calculate the correct age of cardholders. The **Database** button brings up a menu of actions for handling the database, like exporting data, clearing scan data, and restoring and creating backups. The **Configuration** button brings up a screen to enable or disable major functionality (age verification, anti pass back, Tag feature) and also set the thresholds for age. The **Tag List** button brings up the tag editor. The **Wi-Fi** button brings up the Wi-Fi settings. The **Clear Counter** button clears the scan counter and resets it to 0 (THIS DOES NOT CLEAR THE DATA). The **Home** button returns to the Home screen.

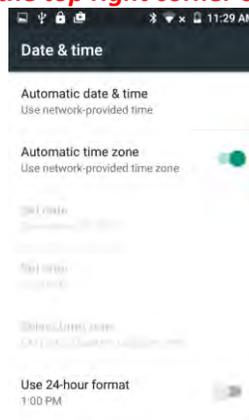
Setup Menu:



### 4.1 Set Date/Time

Set the Date and Time to ensure Age calculation will be correct.

***If you set the time/date in the past, the calculated age of the person will be incorrect. Always ensure the correct date/time is displayed in the top right corner of the main ID scanning screen.***



## 4.2 Database

The Database button reveals a menu of functionality:



### 4.2.1 Export Files

Tapping either of the buttons labeled 'GO' will begin exporting data to a device Folder located at Phone Storage/Documents/IDVisorSmart. The Customer file and the ID Scan file are Comma Separated Value (CSV) files. Once they have been exported, they can be copied to a desktop PC via USB interface, where they can be opened with Microsoft Excel spreadsheet software. After the file has been created, you will be prompted with a message asking if you would like to "send this file". This allows you to wirelessly send the file using Gmail or another app. To manually export the data restart the device then connect your device to a PC. The scanner should show up as an external device. Under the external device you would navigate to Phone Storage/Documents/IDVisorSmart. This is where your exported file will be located.



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### 4.2.2 Backup

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The Backup button creates a backup copy of the database to the Storage Card in a folder labeled 'Backup'. The backup files have a name format that indicates the following:

Creation Date \_ Time \_sn\_ Number of scan

BkpDb20110425\_120636\_13\_834.sdf

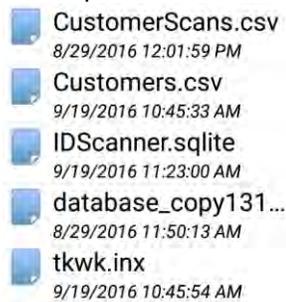
Where 'sn' is the first 2 digits of an internal S/N

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### 4.2.3 Restore

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Tapping the Restore button will bring up a form with a list of database files you can restore. Below the name of the file is the date it was created. Tap on the file name to proceed with the restore process.



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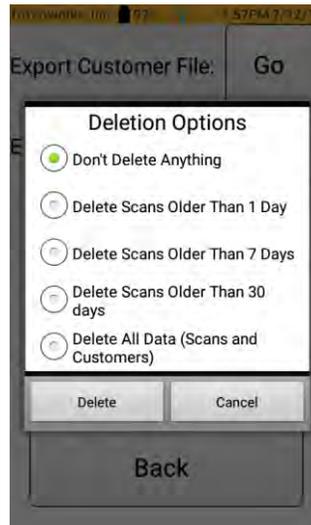
### 4.2.4 Check DB Stats

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The Check button shows you how many customers and scans are currently held in the database.



### 4.2.5 Clear Scan Data



The Clear Scan Data button removes all Scans and Customers from the IDVisor Smart database. Customer records are permanent and are managed by restoring the entire database. This option allows you to delete customer records from a certain day range.

### 4.2.6 Send Diagnostic



The Send Diagnostic button can be used to send data to Tokenworks Support. This should only be used if there is a specific issue you have encountered and you have been in contact with Tokenworks support.

### 4.2.7 Back

Tapping the back button on the Database maintenance form will return you to the Setup menu.

## 4.3 Configuration

The Configuration button will display a screen with a series of on-off buttons and pull down menu items that set the age thresholds for the Alcohol and Tobacco age verification functions.

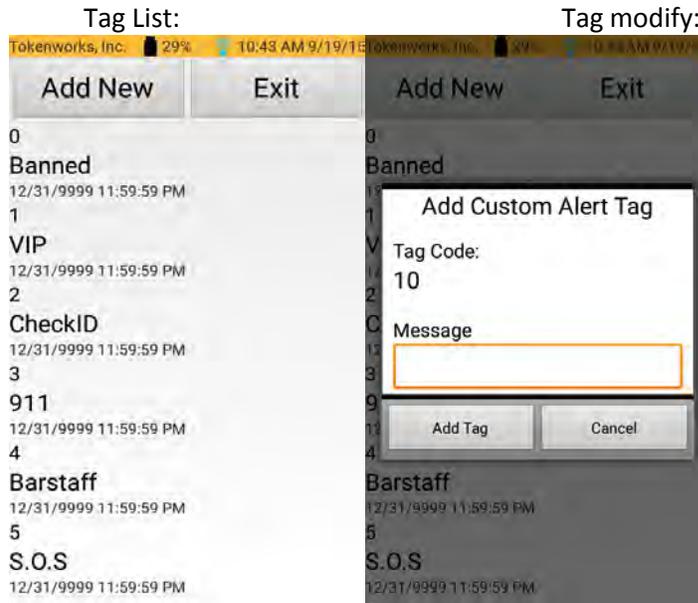


The **Advanced** button will display a screen with options for advanced users providing access to **Auto Deletion**: sets scanner to auto deletes data after a specific number of days, **Change Pincode**: changes the pincode of the device, **Import tags**: imports tagged customers, **View Imports**: shows tagged customers, **Auto-update Banned\_VIP**: automatically checks and updates banned VIP list when app is launched, **Pincode on Scan Data and Search**: requiring the pincode to access the search and scan data features, **Sound Type**: changing the sound type to system or voice, **Barcode Camera**: allows access to use camera as the 2D barcode scanner for barcodes that are difficult to read, **Get Location**: provides location of where an ID was scanned, **Limit Data Collection**: lets you choose what data will be collected off the ID, and **Connect Network**: allows scanner to IDVisor Sync network, do not enable this function if you do not have IDVisor Sync access.



### 4.4 Tag List

The Tag list button displays the list of possible Tags. Pressing the Add New button will allow you to add your own tags.



### 4.5 Wi-Fi

The Wi-Fi button will bring you to the device's Wi-Fi options. You can turn on/off the Wi-Fi. If the Wi-Fi is on, you will see a list of available networks and be able to access them by clicking on the network and entering the password for the Wi-Fi network. You can also access the Wi-Fi settings by tapping the Wi-Fi icon on the top of the screen.



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## 4.6 Home

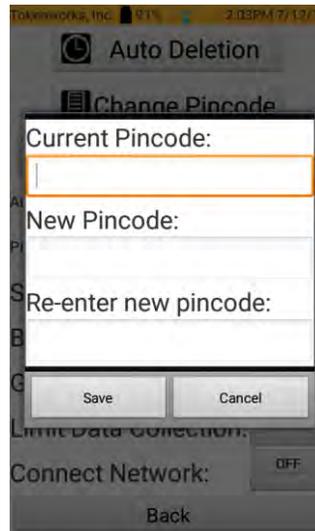
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This button will return you to the Home screen.

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## PIN Code

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The unit comes with pre-initialized pin codes (5678) for the following functions: Database, Configuration, Admin settings, Tag List, Close Application. You have the option of changing the pin from the default pincode (5678).

## GENERAL SAFETY POLICIES

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This is the written General Safety Policies for HIGHER LEVEL OF CARE (hereinafter sometimes referred to as “We”, “Us”, “Our”, or “Facility”). This plan addresses and meets the Requirements of the City of Greenfield (hereinafter sometimes referred to as "City") Commercial Cannabis Activities Ordinance ("Commercial Cannabis Activities Ordinance"). The Facility will comply, as applicable with the Commercial Cannabis Activities Ordinance.

### PERSONNAL SAFETY

It is critical that every employee take his/her safety and the safety of his/her fellow employees very serious. The following guidelines should be followed in order to ensure employee safety:

- In case of emergency, call 911
- Report all injuries immediately to Management
- Do not tamper with or handle any electrical equipment that is outside of your duties
- Do not clean or operate any piece of equipment without proper training
- Unplug all electrical lines before cleaning any piece of equipment
- When lifting heavy objects make sure to bend at the knees
- Wear personal protective equipment when required
- Keep all exits and pathways clear at all times
- All walkways, floors, etc. must remain clear of any trip hazards at all times. Immediately correct any trip hazard and notify your manager of the hazard
- Never stand on shelving, chairs or boxes when attempting to reach items. Use proper ladders or step stools
- Floors should be damp mopped, not wet mopped during business hours. Do not leave excessive water on the floor
- Clean up any spill immediately and post a Wet Floor sign. Watch your footing when cleaning to ensure you do not slip

### FIRE SAFETY

- Know the location of all fire extinguishers and how to use them
- Know the evacuation plan
- Keep fire extinguishers accessible for possible use
- Report any use of a fire extinguisher(s) immediately to Management

### ROBBERY

In the event that employees are involved in or witness a robbery at the facility, employees are to fully cooperate with the assailants (give them anything they want). Nothing in the building is worth the risking the safety of employees.

### PROTECTIVE EQUIPMENT / REPORTING / FIRST AID

#### 1. Required Personal Protective Equipment:

Employees may be provided with a “Safety Equipment Check List” at the time of employment and orientation. Each employee receiving this document is responsible for seeing that they have and use all required Safety Equipment while working at Higher Level of Care.

If employees have questions regarding Safety or Safety Equipment, they should be directed towards Management.

## GENERAL SAFETY POLICIES

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### 2. Unsafe Conditions Reporting Procedures:

- a. Immediately report all unsafe tools and equipment to Management.
- b. Immediately report all injuries and accidents to Management.
- c. Immediately report all hazardous conditions to Management.

### 3. First Aid:

- a. A nearby clinic or emergency room will be used to handle injuries. A list of acceptable facilities is posted in the employee break room.
- b. A first aid kit will be maintained at all times and employees are to know where it is located in the facility.
- c. Employees are to know where fire extinguishers, telephone, and first aid kits are located and how to use them in emergencies.

## SECURITY/LOSS PREVENTION

The security of our employees is very important to us. With that in mind, Higher Level of Care has installed and maintains an elaborate security system to protect the Facility from unlawful entry, theft and diversion. Employees are to do their part to maintain the security of the facility by following these guidelines:

- Be especially careful at Facility opening and closing, as these are the most vulnerable times for robberies.
- All doors must be kept locked at all times.
- Do not open the door to anyone you do not personally.
- Do not allow any unauthorized persons in the Facility.
- Report strange or suspicious incidents to the police.
- Never be in the Facility alone.

Additionally, although Higher Level of Care takes reasonable precaution against theft, employees are responsible for their own personal property in the Facility, office, parking lot and on all other company premises. Employees are to not bring valuables such as jewelry or large sums of cash to work.

## REPORTING OF WORK-RELATED ACCIDENTS AND HAZARDS

All accidents, including any which do not involve serious injury, must be reported immediately to Management. Only through a full knowledge of accidents and incidents can Higher Level of Care become a safer, healthier place to work, for everyone.

Employees are to report any unsafe conditions, defective tools or equipment, or other hazards to Management. Employees are expected to assist Higher Level of Care in maintaining safe working conditions. Safety is a state of mind, and requires constant vigilance and common sense. Safety is everyone's responsibility.

## WORKPLACE CHEMICALS

Higher Level of Care maintains a Hazardous Materials Communication Program which includes lists of any chemicals that employees may work with which may, in any way, be hazardous. Higher Level of Care will also maintain copies of Material Safety Data Sheet's (MSDS's) on each chemical, which explain how to safely work with that chemical, and a written description of our program.

Employees will be provided with training before you are assigned to work with, or be exposed to a chemical which OSHA has declared "hazardous" in any way. Before employees start a job using chemicals, they should always read

## GENERAL SAFETY POLICIES

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container labels or consult with Management on the MSDS before using a new chemical.

Employees should notify Management of any chemical containers which are leaking, unlabeled, or where one is uncertain of how to dispose of a chemical. Copies of our Hazardous Materials Communication may be obtained from Management.

### DRUG AND ALCOHOL POLICY

Performing work duties while under the influence of drugs (including Cannabis) and/or alcohol dramatically increases the likelihood of workplace accidents and injuries. We will not tolerate alcohol abuse or the use of other intoxicants or mind-altering substances, including illegal drugs and Cannabis (collectively referred to as “drugs”). To the extent allowed by law, our drug and alcohol policy requires you, as a condition of initial and continued employment, to report to work and perform your duties without the presence of any alcohol or drugs in your system. We also will not tolerate you using, possessing, manufacturing, selling, distributing, or making arrangements to distribute drugs while at work, either on or off company property.

Although the use of prescription medication is not prohibited, you must advise Management when you are legitimately taking such medication. You may be asked to have your physician complete a “Medical Release/Return to Work” form.

To enforce this policy, Management may require employees, at any time, as a condition of employment, to submit to a physical examination, including but not limited to a urine test, blood alcohol test, breathalyzer test, or any other examination to determine the presence of drugs or alcohol in your system. Employees may be tested at any time, without advance notice, including but not limited to: immediately following job-related accidents/injury, return from suspension, return from medical leave, promotion, transfer, or if Higher Level of Care has reasonable suspicion to believe that an employee may have violated our drug and alcohol policy. We DO conduct “random” drug testing.

To maintain compliance with this policy, Higher Level of Care may conduct or direct a search and/or inspection of the premises, Company-owned vehicles, and/or the contents of any article, container, storage area, desk, locker, or personal property located thereon or therein.

Should an employee be unavailable to grant access or refuse to grant access to one of these items, Higher Level of Care reserves the right to remove a lock, or take any other action necessary to gain access to the items. Items discovered in a search may be taken into custody and turned over to the appropriate law enforcement authorities.

**Any violation of this policy, such as testing positive, refusing to allow a search or otherwise cooperate in any investigation, or failing to execute any paperwork or consent forms necessary for examinations or tests, may result in discipline including immediate discharge.**

This Drug and Alcohol Policy is for the safety and protection of all employees. Questions concerning this Drug and Alcohol Policy, should be directed to Management.



## ***City Council Memorandum***

599 El Camino Real Greenfield CA 93937 831-6745591  
www.ci.greenfield.ca.us

**MEMORANDUM:** October 23, 2020

**AGENDA DATE:** October 27, 2020

**TO:** Mayor and City Council

**FROM:** Paul Wood, CPA  
City Manager

**TITLE:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING AN AGREEMENT BETWEEN THE CITY OF GREENFIELD AND SUN STREET CENTERS TO PROVIDE YOUTH DIVERSION SERVICES FOR A PERIOD OF ONE (1) MONTH

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### **BACKGROUND:**

The City of Greenfield has in the past retained Sun Street Centers to provide a scope of services associated with the continued implementation, operation, management, staffing and administration of a youth diversion program for the City of Greenfield. Services to be provided include case management to youth referred to the program, linkage to pro-social youth activities, and parent education using evidenced-based programs. Sun Street Centers will work with the City to ensure continued operation of the program and its related services.

Activities associated with this agreement include:

- Continued implementation, operation, management, staffing and administration of the Youth “Road to Success” Diversion Program
- Coordination with City police department to ensure timely and appropriate implementation of program
- Linkage to pro-social and healthy activities for youth engaged in the program
- Involvement of parents/caregivers in a structured parental evidence-based curriculum
- Involvement in the development, and establishment of the Community Accountability Board (CAB)

- Contractor leadership will attend regular program meetings as stipulated by the City

This agreement has been made possible by the City applying for and receiving a grant from a California Violence Intervention and Prevention (CalVIP) grant provided by the Board of State and Community Corrections (BSCC) in the amount of \$461,170. City staff applied for this grant on June 5, 2020.

This agreement is a one month contract for \$4,000 for the month of November, 2020 so that the City can take advantage of Sun Street Centers services until the 3 year grant becomes available.

**BUDGET AND FINANCIAL IMPACT:**

The amount of this agreement is \$4,000 and the term is 1 month.

The services of this agreement will be paid for through grant funds. The grant requires a matching contribution that will be paid for through our School Resource Officer program, which is funded by the South Monterey County Joint Unified High School District (SMCJUHS D).

There will be a net zero-dollar effect on the General Fund budget.

**POTENTIAL MOTION:**

**I MOVE TO APPROVE/DENY RESOLUTION #2020-82, A RESOLUTION APPROVING ENTERING INTO AN AGREEMENT BETWEEN THE CITY OF GREENFIELD AND SUN STREET CENTERS TO PROVIDE YOUTH DIVERSION SERVICES FOR A PERIOD OF ONE (1) MONTH.**

**CITY OF GREENFIELD  
RESOLUTION NO. 2020-82**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD  
APPROVING AN AGREEMENT BETWEEN THE CITY OF GREENFIELD AND SUN  
STREET CENTERS TO PROVIDE YOUTH DIVERSION SERVICES FOR A PERIOD  
OF ONE (1) MONTH**

**WHEREAS**, the City of Greenfield has in the past retained Sun Street Centers to provide a scope of services associated with the continued implementation, operation, management, staffing and administration of a youth diversion program for the City of Greenfield; and

**WHEREAS**, Sun Street Centers will work with the City to ensure continued operation of the program and its related services such as case management to youth referred to the program, linkage to pro-social youth activities, and parent education using evidenced-based programs; and

**WHEREAS**, this agreement has been made possible by the City applying for and receiving a grant from a California Violence Intervention and Prevention (CalVIP) grant provided by the Board of State and Community Corrections (BSCC) in the amount of \$461,170.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Greenfield hereby authorizes the City Manager to execute the agreement between the City of Greenfield and Sun Street Centers as outlined in Exhibit "A", hereto attached.

**PASSED AND ADOPTED** by the City Council of the City of Greenfield at a regular meeting duly held on the 27<sup>th</sup> day of October 2020, by the following vote:

**AYES, and in favor thereof, Councilmembers:**

**NOES, Councilmembers:**

**ABSENT, Councilmembers:**

\_\_\_\_\_  
Lance Walker, Mayor

Attest:

\_\_\_\_\_  
Ann F. Rathbun, City Clerk

# CITY OF GREENFIELD

## CONTRACT SERVICES AGREEMENT FOR

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THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this 1<sup>st</sup> day of October, 2020, by and between the CITY OF GREENFIELD, a California municipal corporation (“City”) and Sun Street Centers (herein “Contractor”).

NOW, THEREFORE, the parties hereto agree as follows:

### 1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

### 2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of four thousand dollars (\$4,000.00) (“Contract Sum”).

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within forty five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **3. PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for

any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until November 30, 2020, except as otherwise provided in the Schedule of Performance (Exhibit "D").

#### **4. COORDINATION OF WORK**

4.1 Representative of Contractor. Anna Foglia, Chief Executive Officer, is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors and shall keep City informed of any changes.

4.2 Contract Officer. Paul Wood, City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

#### **5. INSURANCE AND INDEMNIFICATION**

5.1 Insurance Coverages. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$250,000.00 per person and \$500,000.00 per occurrence and property damage liability limits of \$500,000.00 per occurrence or (ii) combined single limit liability of \$1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the

City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

### **6.3 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Contractor shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Contractor gives the City notice of such court order or subpoena.

(c) If Contractor provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify the City should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Contractor in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

## **8. MISCELLANEOUS**

8.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), CITY OF GREENFIELD 599 El Camino Real/ PO Box 127, Greenfield, CA 93927 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials \_\_\_\_\_

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF GREENFIELD, a municipal corporation

\_\_\_\_\_  
Paul Wood, City Manager

**ATTEST:**

\_\_\_\_\_  
Ann F. Rathbun, City Clerk

**APPROVED AS TO FORM:**

Lozano Smith, Attorneys at Law

\_\_\_\_\_  
Travis Cochran, City Attorney

**CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
	_____	
	TITLE(S)	
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	_____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	DATE OF DOCUMENT
<input type="checkbox"/>	OTHER _____	
	_____	

**SIGNER IS REPRESENTING:**  
 (NAME OF PERSON(S) OR ENTITY(IES))  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 SIGNER(S) OTHER THAN NAMED ABOVE

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

**Service Description:** Contractor will provide services associated with the continued implementation, operation, management, staffing and administration of a youth diversion program for the City. Services to be provided include case management to youth referred to the program, linkage to pro-social youth activities, and parenting education using evidenced-based programs. Contractor will work with the City to ensure continued operation of the program and its related services.

**Specific Program Activities:** Activities associated with this agreement include:

- Continued implementation, operation, management, staffing and administration of the Youth "Road to Success" Diversion Program.
- Coordination with City police department to ensure timely and appropriate implementation of program
- Linkage to pro-social and healthy activities for youth engaged in the program
- Involvement of parents/caregivers in a structured parental evidence-based curriculum
- Involvement in the development, and establishment of the Community Accountability Board (CAB)
- Contractor leadership will attend regular program meetings as stipulated by the City

**Deliverables:**

- **Provide one .5 FTE Case Management Specialist and one (1) part-time Program Manager; and**
- **Provide the Road to Success Program to twenty (20) at-risk youth referred by law enforcement per year or five (5) for one 3-month period (quarter of year); and**
- **Provide 90 to 180-day individualized program to youth offenders; and**
- **Provide four (4) weeks or 8 hours of parenting Life Skills Training for adult parent, or guardian of individual youth offender, using evidenced-based program (Dr. Botvin's Life Skills Training for Parents); and**
- **Provide City with reports, records, and data pertaining to program enrollment, program status, and program completion/failure rates as requested by city; and**
- **Develop and utilize a volunteer Community Accountability Boards (CAB) made up of Greenfield City community leaders in order to develop an additional support system for youth goals and evaluation; and**

- **Attend regular program update meetings as requested and scheduled by city.**

**Reporting:** Provide reports to the CITY OF GREENFIELD City utilizing reporting forms to be provided by the CITY OF GREENFIELD City in accordance with the following schedule:

<b>Reporting Period</b>	<b>Due Date</b>
July 01, 2020-September 30, 2020	October 30, 2020
October 1, 2020-December 31, 2020	January 31, 2021
January 1, 2021-March 31, 2021	April 30, 2021
April 1, 2021-June 30, 2021	July 31, 2021

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS**  
(Superseding Contract Boilerplate)

Not Applicable

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

- I. Contractor shall invoice City on a monthly basis according to the compensation set forth in Section 2 not to exceed four thousand dollars (\$4,000.00).**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Contractor shall perform all services in a timely manner by responding to at-risk youth referred by the Police Department within thirty (30) days up to the maximum number of youth allowed in the program concurrently.**



# City Council Memorandum

599 El Camino Real Greenfield CA 93937 831-6745591  
www.ci.greenfield.ca.us

**MEMORANDUM:** October 23, 2020

**AGENDA DATE:** October 27, 2020

**TO:** Mayor and City Council

**FROM:** Paul Wood, CPA  
City Manager

**TITLE:** RESOLUTION TO ADJUST THE FY 2020-2021 ANNUAL BUDGET

## **BACKGROUND:**

In June, 2019, the Greenfield City Council adopted a 2-year budget for FY 2019-2020 and FY 2020-2021. As we complete the first fiscal quarter of FY 2020-21, we have found that there are a number of budget adjustments that need to be made due to a variety of issues. There are revenue shortfalls due to the COVID-19 event, revenue increased due to cannabis property value increases and there are a few budget adjustments due to errors in setting up the original budget.

This budget adjustment resolution will cover specifically where staff believes we will have to adjust our revenue forecasts and net increases in expenditures.

The net change is an increase of revenues of \$159,368. As staff continues to review the FY 2020-2021 budget, there will undoubtedly be additional adjustments, and we will come back to Council on a quarterly basis to ask for such adjustments.

## **BUDGET AND FINANCIAL IMPACT:**

Fund	100/102/220	\$	402,792	(\$465,500 less \$62,308)
	263	\$	(36,756)	
	264	\$	(167,164)	

265	\$	(550)	
266	\$	(550)	
297	\$	(1,732)	
385	\$	(1,888)	
390	\$	(3,375)	
503	\$	(16,243)	
504	\$	(15,166)	
net Citywide	\$	<u>159,368</u>	increase in revenues

**POTENTIAL MOTION:**

**I MOVE TO APPROVE/DENY RESOLUTION #2020-83, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD APPROVING BUDGET ADJUSTMENTS FOR THE FISCAL YEAR 2020/2021**

**CITY OF GREENFIELD  
RESOLUTION NO. 2020-83**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD  
APPROVING BUDGET ADJUSTMENTS FOR FISCAL YEAR 2020/2021**

**WHEREAS**, the City Council approved the 2020/2021 operating budgets on June 25, 2019;

**WHEREAS**, budget adjustments are necessary due to revenue shortfalls due to the COVID-19 event, revenue increased due to cannabis property value increases and a few budget adjustments due to errors in setting up the original budget;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Greenfield hereby approve the following adjustments to the 2020/2021 operating budget appropriations as outlined in Exhibit "A", hereto attached.

**PASSED AND ADOPTED** by the City Council of the City of Greenfield at a regular meeting duly held on the 27<sup>th</sup> day of October 2020, by the following vote:

**AYES, and in favor thereof, Councilmembers:**

**NOES, Councilmembers:**

**ABSENT, Councilmembers:**

\_\_\_\_\_  
Lance Walker, Mayor

Attest:

\_\_\_\_\_  
Ann F. Rathbun, City Clerk

EXHIBIT "A"

Account Number	Account Name	FY18-19 Actual	FY19-20 Actual	Current FY20-21	Budg Adj Requested	New FY20-21
100-411110	Current Secured Property Taxes	349,039	402,830	367,178	40,000	407,178
100-41120	Current Unsecured Property Taxes	12,587	15,209	12,676	2,000	14,676
100-41180	City Increment Pass-Through	225,697	287,588	150,000	100,000	250,000
100-41185	Property Transfer Tax	26,699	22,115	16,043	4,000	20,043
100-41200	Sales Tax - Prop 172	23,670	25,103	16,500	9,000	25,500
100-41260	Business License Tax	26,574	33,666	24,072	10,000	34,072
100-41410	Cable Television Franchise Fee	5,279	18,006	4,800	10,000	14,800
100-41420	Electricity Franchise Fees	54,815	81,319	52,000	20,000	72,000
100-41433	Recycling Franchise Fees	30,804	29,419	25,000	4,000	29,000
100-42105	Construction Permits	245,952	270,311	226,600	30,000	256,600
100-42140	Medical Marijuana Permit Fees	332,588	292,547	204,923	30,000	234,923
100-42170	Garbage Fee Revenues	1,377,792	1,433,054	1,331,712	100,000	1,431,712
100-42180	Solid Waste Surcharge Revenue	1,089,199	1,174,503	1,076,585	100,000	1,176,585
100-44267	Plan Check Fees - Fire	8,560	46,322	7,650	20,000	27,650
100-44311	Zumba and Aerobics Revenue	9,373	3,487	10,000	(5,000)	5,000
100-44315	Facilities Rental Revenue	7,535	2,550	7,000	(3,000)	4,000
100-44316	Sports Programs - Football	1,830	1,320	3,000	(1,500)	1,500
100-44317	Sports Programs - Ballet	2,410	1,860	7,500	(4,000)	3,500
100-45310	Asset Forfeiture Revenue	46,368	293	25,500	(10,000)	15,500
100-47899	Miscellaneous Revenues - Other	64,885	37,191	-	10,000	10,000
		3,941,657	4,178,693	3,568,739	465,500	4,034,239

<b>Account Number</b>	<b>Account Name</b>	<b>Amount</b>	<b>Description</b>
100-101-64600	Cell Phone Charges	1,421.00	Cell Phone
100-201-66200	Vehicle & Equip Maintenance	1,000.00	(for the rest of the year)
100-215-65000	Vehicle & Equip Parts/Supplies	10,000.00	(for the rest of the year)
100-215-66100	Gasoline & Oil	8,000.00	(for the rest of the year)
100-215-66200	Vehicle & Equip Maintenance	12,000.00	(for the rest of the year)
100-230-66100	Gasoline & Oil	(1,500.00)	(for the rest of the year)
100-320-64900	Other Utilities	892.00	GPS
100-550-63700	Public Works Services	13,000.00	Interim PW Director
100-550-64900	Other Utilities	446.00	GPS
100-551-64600	Cell Phone Charges	(900.00)	Cell Phone
100-551-64900	Other Utilities	(500.00)	GPS
100-601-64600	Cell Phone Charges	1,262.00	Cell Phone
100-601-64900	Other Utilities	187.00	GPS
		<b>45,308.00</b>	
102-250-64600	Cell Phone Charges	(2,900.00)	Cell Phone
		<b>(2,900.00)</b>	
220-215-65000	Vehicle & Equip Parts/Supplies	10,000.00	(for the rest of the year)
220-215-66200	Vehicle & Equip Maintenance	10,000.00	(for the rest of the year)
220-605-66100	Gasoline & Oil	300.00	(for the rest of the year)
		<b>20,300.00</b>	
263-360-63600	Comm Dev Services	550.00	Special Assessment Engineering
263-360-63700	Public Works Services	36,206.00	Interim PW Director + Landscaping Services
		<b>36,756.00</b>	
264-360-63600	Comm Dev Services	550.00	Special Assessment Engineering
264-360-63700	Public Works Services	157,947.00	Landscaping Services + Interim PW Director
264-360-63700	Public Works Services	8,667.00	Interim PW Director
		<b>167,164.00</b>	
265-360-63600	Comm Dev Services	550.00	Special Assessment Engineering
		<b>550.00</b>	
266-360-63600	Comm Dev Services	550.00	Special Assessment Engineering
		<b>550.00</b>	
297-597-64900	Other Utilities	1,732.00	GPS
		<b>1,732.00</b>	
385-125-64600	Cell Phone Charges	826.00	Cell Phone
385-311-64600	Cell Phone Charges	616.00	Cell Phone
385-311-64900	Other Utilities	446.00	GPS
		<b>1,888.00</b>	
390-390-89105	City Surveillance System	3,375.00	Surveillance Grid (a part of original install)
		<b>3,375.00</b>	
503-330-63700	Public Works Services	13,000.00	Interim PW Director
503-330-64600	Cell Phone Charges	1,274.00	Cell Phone
503-330-64900	Other Utilities	669.00	GPS
503-390-85810	Headworks Replacement	1,300.00	MNS
		<b>16,243.00</b>	
504-340-63700	Public Works Services	13,000.00	Interim PW Director
504-340-64600	Cell Phone Charges	1,274.00	Cell Phone
504-340-64900	Other Utilities	892.00	GPS
		<b>15,166.00</b>	
<b>Total increase/(decrease) in budgeted Expenditures</b>		<b>306,132.00</b>	



## ***City Council Memorandum***

599 El Camino Real Greenfield CA 93937 831-6745591  
www.ci.greenfield.ca.us

**MEMORANDUM:** October 23, 2020

**AGENDA DATE:** October 27, 2020

**TO:** Mayor and City Council

**FROM:** Paul Wood, CPA  
City Manager

**TITLE:** DISCUSSION CONSIDERING THE DECLARATION OF  
INDIGENOUS PEOPLES DAY

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### **BACKGROUND:**

The idea of an Indigenous Peoples Day started at a United Nations international conference on discrimination in 1977. On this day, people are encouraged to remember and celebrate the many indigenous peoples who have traditionally lived and currently live in the U.S and its territories.

Also known as Native American Day, it is celebrated in a variety of different ways. In parts of California, there are many educational resources, lectures, and exhibits dedicated to Native Americans and their history on this day. There are also many cultural activities on this day, which include things like markets and pow-wows. In South Dakota, the traditions, culture, and history of Native American are often in the spotlight on this day through cultural events, museum exhibits, and other activities.

In 1992, the [city council](#) of [Berkeley](#), California declared October 12 as a "Day of Solidarity with Indigenous People" and 1992 as the "Year of Indigenous People". The city implemented related programs in schools, libraries, and museums. The city symbolically renamed Columbus Day as "Indigenous Peoples' Day" beginning in 1992 to protest the historical conquest of [North America](#) by Europeans, and to call attention to the losses suffered by the [Native American](#) peoples and their cultures through diseases, warfare, massacres, and [forced assimilation](#). Beginning in 1993, Berkeley has also held an annual [pow wow](#) and festival on Indigenous Peoples' Day.

Fourteen states – Alabama, Alaska, Hawaii, Idaho, Maine, Michigan, Minnesota, New Mexico, North Carolina, Oklahoma, Oregon, South Dakota, Vermont and Wisconsin – plus the District of

Columbia and more than 130 cities observe Indigenous Peoples Day instead of or in addition to Columbus Day.

In California, Indigenous Peoples' Day is declared in the cities of Berkeley, San Fernando, Santa Cruz, Long Beach, Burbank, Los Angeles, Watsonville, Davis, San Luis Obispo, San Francisco and South Lake Tahoe. The Counties of Los Angeles and Ventura also have declared it.

If the Council is considering proclaiming Indigenous Peoples Day for the city of Greenfield, one of the most important considerations will be the decision of what day of the year to declare. The cities and counties in California mostly have declared Indigenous Peoples Day instead of Columbus Day. In many other places that celebrate either Native American Day or Indigenous Peoples Day, a separate day has been selected in order to prevent the notion that Columbus Day has been replaced.

California Governor Newsom, in 2019 declared Indigenous Peoples Day on October 14. This is significant because he chose to not replace Columbus Day. In 2020, he declared Indigenous Peoples Day to be October 12, which is the same day as Columbus Day.

Though some groups argue that Columbus Day celebrates Italian American heritage, many say the holiday glorifies an exploration that led to the genocide of native peoples and paved the way for slavery.

The individuals that were responsible for the founding of America knew they had a contradiction to face. That contradiction came with two heads: (1) slavery, mostly in the form of African slaves and (2) the displacement of native Americans. Regarding slavery, this contradiction has been partially addressed starting with the Emancipation Proclamation and has slowly move forward over the past 150 years. We still have racial inequality problems.

The second contradiction is also still a part of our American culture. The policies that govern the displacement and treatment of Native Americans since America's founding have been incomplete, one-sided, and unfair in most respects. Much work is still needed to rectify these injustices.

While these two founding contradictions have been and continue to be conundrums for Americans to solve, the totality of historical consequences of European "discovery" should not be ignored. European influence should not be only look through the lens of the North American experience. The Spanish "conquest" of South and Central America has obviously had a significant influence on today's culture there, as well, much to the detriment of their indigenous peoples.

The totality of the impact of European influence is a very complex and divisive study. Depending on which perspective one looks, a wide variety of opinions may be formed – most of which are right AND wrong depending on the facts chosen.

The current political climate will undoubtedly ensure that the argument for an Indigenous Peoples Day will be heard. City staff's responsibility is to present as much information as possible in order to give the city Council enough information to make a decision related to this issue.

The argument for having an Indigenous Peoples Day has been summarized above. A few facts to consider related to the importance of Christopher Columbus, slavery and native Americans follow.

The arrival of Columbus in 1492 marks the beginning of recorded history in America and opened relations between the Americas and the rest of the world. And it began the massive immigration of Europeans to America.

After Columbus, millions of European immigrants brought their art, music, science, medicine, philosophy and religious principles to America. These contributions have helped shape the United States and include Greek democracy, Roman law, Judeo-Christian ethics and the belief that all men are created equal.

Nearly all cultures throughout the world, in ancient times and current, enslaved other tribes and peoples, going back as far as 6000 B.C. in Mesopotamia... long before Columbus discovered America.

That includes Native Americans. Native Americans were also slave traders, selling other tribes' captured Indians to British and European settlers to use as slaves. They brutalized and mutilated their captives, and some tribes were cannibalistic, and ate their captives. Further, they were highly litigious and held private property as individuals, not the tribe at large.

During the city Council discussions related to this matter, please keep in mind that there are many potential routes to go in considering this item:

- declare an Indigenous Peoples Day or Native American day instead of Columbus Day
- declare an Indigenous Peoples Day or Native American day in addition to Columbus Day
- get more information from the indigenous community directly
- do not declare an Indigenous Peoples Day or Native American day, or
- many permutations of the above

The intent of this discussion is to guide staff in potentially coming forward with a resolution in the future.

#### **BUDGET AND FINANCIAL IMPACT:**

TBD

**POTENTIAL MOTION:**

This is a discussion item only and will serve as guidance for staff.



## ***City Council Memorandum***

599 El Camino Real Greenfield CA 93937 831-674-5591  
www.ci.greenfield.ca.us

**MEMORANDUM:** October 23, 2020

**AGENDA DATE:** October 27, 2020

**TO:** Mayor and City Council

**FROM:** Paul Wood, CPA  
City Manager

**TITLE:** CONSIDERATION OF REOPENING CITY PLAYGROUND FACILITIES

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### **BACKGROUND:**

The Governor's Order has now allowed reopening of playgrounds. It is important for children to have opportunities to expend their physical energy and play. Public parks and playgrounds provide a critical shared outdoor resource for children and families. Therefore, the City is anxious to reopen its recreation facilities as soon as it is safe and practicable to do so. However, there are many guidelines and restrictions that are difficult to comply with and are potentially costly.

Staff has developed alternatives and is seeking policy direction on how to proceed. The Parks and Recreation Committee has not met regarding this issue as the state has only recently issued guidelines to reopen and the Parks and Recreation Committee has not convened since that time.

### **DISCUSSION:**

#### **Restrictions**

Under the guidelines issued by the Governor, visitors to outdoor community playgrounds must comply with the following requirements:

1. Face masks over the mouth and nose are required for everyone 2 years of age or older with caregiver supervision at all times to ensure face mask use.

2. Do not use the playground when different households are unable to maintain a physical distance of 6 feet or when the capacity limit has been reached.
3. Caregivers must monitor to keep adults and children from different households at least 6 feet apart.
4. Consider coming on different times or days to avoid wait times and potential crowded times.
5. No eating or drinking in playground, to ensure face masks are worn at all times.
6. Wash or sanitize hands before and after using the playground.
7. Elderly and persons with underlying medical conditions should avoid playground when others are present.
8. Limit visit to 30 min per day when others are present

All playground facility operators are requested to follow these recommendations:

1. An adult must actively supervise each child at all times to make sure that children two years of age or older keep their face covering over their nose and mouth and stay 6 feet away from adults and children outside their household.
  - a. Children who are supervised by the same adult must stay together in the same play area or play structure at all times, to allow active supervision.
  - b. If an infant or child requires attention (nursing, diapering) that precludes an adult from actively supervising other children using the playground, the adult should ask the other children to leave the play structure/area and stay by the adult's side until needed care is complete.
2. People standing outside the playground, including people waiting to enter the playground, should remain 6 feet away from areas of the playground used by children and adults.
3. Maintain six-foot distancing between children and adults from different households including children using or waiting to use play structures or play areas, and families waiting to enter the playground.
4. Increase cleaning of frequently touched surfaces, daily as practicable.
5. To the extent feasible, provide handwashing stations or sanitizer to facilitate hand hygiene, especially during times of heavy usage. Use a hand sanitizer containing (60% ethanol or 70% isopropanol). Never use hand sanitizers with methanol due to its high toxicity to both children and adults,
6. Post the maximum number of children allowed at the entrance of each playground.

- a. Determine and post the maximum occupancy of each play structure, (e.g., climbing structures, slides, swings, spinning structures, and sand areas) with 6 foot vertical and horizontal distancing.
  - b. Determine and post the maximum occupancy for supervising adults to ensure that each adult can maintain six feet of distance from other adults and children.
  - c. Provide directions on how to wait in line when maximum playground occupancy has been reached.
7. Mark playgrounds to help children and adults maintain 6-foot distancing.
- a. Mark spaces for families to stand while waiting to enter the playground. The spaces should be far enough apart to allow 6 feet of distance between households.
  - b. For play structures or play areas that can hold more than one child while allowing 6 foot distancing:
    - i. Post the maximum number of children allowed on each structure/in each area to allow 6 foot distancing vertically and horizontally.
    - ii. For play structures or areas that can hold more than 1 child, consider marking with tape or other visual indicators to help children assess whether they are 6 feet apart.
  - c. Mark designated spaces 6 feet apart for children to stand while waiting to use a play structure/area.

### Issues

The following issues need to be considered in how to proceed regarding reopening playgrounds:

1. Significant City costs may be involved in order to fully comply with the recommendations, which involve signage, hand sanitizer equipment or hand wash stations, and ongoing cleaning of play equipment and potentially bathroom facilities.
2. It is not feasible to provide the supervision and enforcement necessary to ensure compliance with the restrictions. Therefore, the requirements will be posted, and playground users will be responsible for voluntary compliance. Given the complexity and number of restrictions, it is unlikely that compliance will be consistent. This also means that there is likely to be conflicts among playground users and the City will have to respond to complaints.
3. Given the inability to adequately enforce the restrictions, playground use has the potential for increasing exposure to and spread of COVID-19. Meanwhile, the community is in the fall season and approaching winter when the risk of spread may increase.

4. Opening playgrounds will make it more difficult to restrict prohibited activities on sports fields and other facilities located adjacent to the playgrounds.
5. If members of the community are utilizing playgrounds, it may become necessary to open restrooms, which will further increase demands on staff for cleaning.
6. The legal requirements associated with the measures are unclear. They are referred to as restrictions in some cases and guidelines and recommendations in other cases. Cleaning requirements also state “as practicable.” The City Attorney has been briefed on the recommendations, which he believes will not generate a significant level of liability if everything is adequately posted.
7. Winter months are approaching when the weather will be less conducive for outdoor play and demand for playground use will decrease.
8. It will not be feasible to wipe down each play structure. Therefore, it will be necessary to determine a method of sanitizing the play structures by spraying them and then allowing them dry. To do this, the City will need to identify a solution available that is effective at eliminating COVID-19 that is not hazardous for children and will not discolor the equipment or the rubberized play surfaces.

### Proposed Measures

Staff recommends the playgrounds be opened with the following conditions and measures:

1. Initially, open only Patriot Park until City has worked out majority of issues related to opening and maintaining park. Then, proceed with a scheduled park re-opening throughout the City. Upon opening, each playground will be opened 7 days per week.
2. Restroom facilities will remain closed.
3. Staff will clean playground structures on Monday and Friday mornings by spraying them with a disinfectant solution, which staff believes is the maximum practicable.
4. Signage and hand washing stations will be installed at each playground.
5. Cleaning of other City facilities will be reduced on Mondays and Fridays in order to provide staffing needed.
6. No ongoing monitoring or enforcement will be provided.

### **BUDGET AND FINANCIAL IMPACT:**

The estimated cost for purchasing and installing signage is \$1,000 to \$1,500. The cost of 1 handwashing station will be \$45 per unit for setup and \$20 per unit per week. Therefore, the estimated cost for a 6-month period is projected to be approximately \$565. Staff is hopeful 75% of these costs will be reimbursed by FEMA, but it is not assured.

Staff believes the proposed cleaning can be accomplished with existing staff and no budget impact. In order to provide daily cleaning frequencies, staff would need to contract additional cleaning services. It would require a minimum of 2 hours per day and 3 – 4 hours per day if restrooms are opened. In order to accomplish this, staff would likely recommend the City temporarily contract out facilities cleaning and reassign Public Works maintenance staff to playground cleaning.

### **ADDITIONAL DATA SINCE OCT 13 MEETING:**

1. The number of active cases in Greenfield has remained relatively static at around 200 individuals.
2. The City of King City has moved forward with opening parks and playgrounds on a 4-1 City Council vote
3. The City of Gonzales has tentatively decided to open 10/28, subject to change
4. The City of Soledad Council will discuss at their meeting on November 4
5. The County of Monterey has moved to open most parks and playgrounds effective October 24

### **DIRECTIVE ALTERNATIVES:**

The following alternatives are provided for Council consideration:

1. Approve staff's proposed measures for reopening of park playground facilities;
2. Direct staff to fully reopen playgrounds and park restroom facilities and provide daily cleaning services, including accepting the risk that a portion of the costs may or may not be reimbursed from FEMA;
3. Direct staff to fully reopen playgrounds, but not park restroom facilities, and provide daily cleaning services;
4. Direct staff to fully reopen playgrounds with or without park restroom facilities on Saturdays and Sundays only;
5. Direct staff to open only a limited number of park playgrounds;
6. Direct staff to continue to keep playgrounds and restrooms closed until Monterey County is approved to move to the next lower category of COVID-19 risk;

7. Direct staff to continue to keep playgrounds and restrooms closed until the end of the winter months when demand for outdoor play will increase; or
8. Provide staff other direction.