



City Council Meeting Agenda

Monday, September 21, 2026 at 6:00 PM

33 Church Street, Sutter Creek, CA 95685

The Agenda can be found on the City's Website: www.cityofsuttercreek.org

The City of Sutter Creek City Council Meeting will be available in person and LIVE on YouTube at <https://www.youtube.com/@CityofSutterCreek>.

The meeting may also be viewed through Zoom. Please note that Zoom participation is available for viewing only.

<https://us02web.zoom.us/j/81391466458?pwd=4jXmBm1AP5bEbiID3iDwuxk4GpreRY.1>

Or Dial by phone: 301 715 8592 Webinar ID: 816 8589 0182 Passcode: 186036

Unless stated otherwise on the agenda, every item on the agenda is exempt from review under the California Environmental Quality Act ("CEQA") per CEQA Guidelines Sections 15060(c), 15061(b)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

1. Call to Order and Establish a Quorum for Regular Meeting

2. Pledge of Allegiance to the Flag

3. Public Forum

At this time, the public is permitted to address the City Council on items not appearing on the agenda. Comments may not exceed 5 minutes. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The City Council may respond to statements made or questions asked or may request Staff to report back at a future meeting on the matter. The exceptions under which the City Council may discuss and/or take action on items not appearing on the agenda are contained in Government Code §54954.2. Public comment on any item listed below shall be limited to five minutes, unless additional time is permitted by the Mayor/Council.

4. City Manager's Report

This section is an opportunity to provide Councilmembers with a brief status update on staff activities. No action is expected to be taken by the Council.

5. Presentations

None.

6. Approval of Minutes

A. City Council Minutes of August 17, 2026

Recommendation: By motion approve minutes as presented.

7. Consent Agenda

Items listed on the consent agenda are considered routine and shall be enacted in one motion. Any item may be removed for discussion at the request of Council or the Public.

A. Second Readings and Adoption of the Following Cannabis Ordinances

Recommendation: Conduct the second readings by title only, waive further reading, and adopt the following ordinances:

Ordinance No. 383 amending Sections 18.60.020, 18.60.030, and 18.60.040 of the Sutter Creek Municipal Code;

Ordinance No. 384 amending Sections 10.42.050 and 10.42.060 of the Sutter Creek Municipal Code;
and

Ordinance No. 385 approving a Development Agreement with Sutter Creek Responsible and Compliant Retail LLC, doing business as Embarc, for a storefront retail cannabis dispensary located at 11 Ridge Road.

B. 2026 Weed Abatement Compliance Report

Recommendation: Receive and file the 2026 Weed Abatement Compliance Report.

8. Ordinances and Public Hearing

None.

9. Administrative Agenda

A. Amador County Unified School District Consolidation Program Project Environmental Review

Recommendation: Receive information regarding the Initial Study/Mitigated Negative Declaration for the Amador County Unified School District Consolidation Program Project and provide feedback and direction to staff regarding preparation of the City's response letter.

10. Mayor and Council Member Reports

This section is to provide Council members an opportunity to present updates on their activities and to request items be placed on future agendas.

11. City Attorney's Report

This section provides an opportunity for the City Attorney to report on any activities or upcoming legislation of importance to the City. No action is expected to be taken by the Council.

12. Information and Correspondence

- A. [City Clerk Monthly Report](#)
- B. [Engineering Monthly Report](#)
- C. [Police Department Monthly Report](#)
- D. [Public Works Monthly Report](#)
- E. [Finance Monthly Report](#)
- F. [Marketing Monthly Report](#)
- G. [Planning Monthly Report](#)
- H. [Treasurer's Monthly Report](#)

13. Closed Session

- A. **Public Employee Appointment**

(Government Code section 54957(b)(1))

Title: City Manager

14. Report from Closed Session

15. Adjournment

The next regularly scheduled meeting is October 5, 2026.



City Council Meeting Minutes

Monday, August 17, 2026 at 6:00 PM

33 Church Street, Sutter Creek, CA 95685

The Agenda can be found on the City's Website: www.cityofsuttercreek.org

1. Call to Order and Establish a Quorum for the Regular Meeting

Mayor Gunselman called the meeting to order at 6:00 p.m.

Present: Mayor Claire Gunselman, Vice Mayor Julia Sierk, Councilmember Susan Feist, and Councilmember Dan Riordan

Absent: Councilmember James Swift

Staff: Tom DuBois, City Manager; Derek Cole, City Attorney; Erin Ventura, Contract City Planner; Jim O'Connell, Police Chief; and Mason Peters, Finance Supervisor

2. Pledge of Allegiance to the Flag

The Pledge of Allegiance was recited.

3. Public Forum

There was no public comment on items not listed on the agenda.

4. City Manager's Report

There was no City Manager's report.

5. Presentations

None.

6. Approval of Minutes

A. City Council Minutes of August 3, 2026

The City Council minutes of August 3, 2026, were included in the supplemental packet.

Motion: Councilmember Riordan moved to approve the August 3, 2026, City Council meeting minutes, seconded by Vice Mayor Sierk.

AYES: Gunselman, Sierk, Feist, Riordan

NOES: None

ABSTAIN: None

ABSENT: Swift

MOTION CARRIED (4-0-1)

7. Consent Agenda

None.

Councilmember Disclosures Regarding Item 8

Mayor Gunselman disclosed that, in the spring, she and City Manager DuBois toured the Embarc location in Woodland with Josh Lewis to observe the store's nonpublic operational and security areas.

Vice Mayor Sierk disclosed that she spoke with Teresa Ryan and Brian Connes and visited the Embarc location in Sacramento.

Councilmember Riordan disclosed that he visited the proposed Embarc location in Meyers with the Police Chief.

Councilmember Feist disclosed that she spoke with Josh Lewis, an Embarc representative, regarding finances and product dosage levels.

Staff presented the report and recommendations regarding the proposed Development Agreement, Zoning Ordinance Amendments, Site Plan Permit, Sign Permit, Conditional Use Permit, operational plan, safety plan, proposed conditions of approval, and CEQA determinations. The City Attorney addressed legal issues raised regarding the proposal.

Mayor Gunselman recessed the meeting at 7:08 p.m.

The meeting reconvened at 7:15 p.m.

8. Ordinances and Public Hearing

A. Sutter Creek Responsible and Compliant Retail LLC dba Embarc

Consideration of a Zoning Ordinance Amendment, Development Agreement, Site Plan Permit, Sign Permit, and Conditional Use Permit for 11 Ridge Road (APN 044-020-063).

Applicant Josh Lewis, representing Embarc, presented the item.

Appellant Teresa Ryan, representing residents opposed to the proposed cannabis dispensary in Sutter Creek, presented the appeal and stated that a traffic study and additional analysis were needed.

The following individuals spoke during the public hearing. Their positions are listed as stated during their comments:

Jason Molenelli, Jackson Legal Corporation - In Favor but Opposed to the proposed approval process
 Tom Calmese - In Favor, Opposed to the proposed approval process
 Jared Kirchfield, Superintendent, Amador County Unified School District - Opposed
 Zach Drivon, attorney representing Tom Calmese - In Favor, Opposed to the proposed approval process
 Robert Allen - In favor
 Glen Spitzer, Amador County General Services Director - Opposed
 Lisa Klokosky - Opposed
 Steven Price - Opposed
 Christy Melton - Opposed
 Suzanne Hauck - Opposed
 Ron Hauck - Opposed
 Byron Damiani - In favor
 Scott Allen - In favor
 Susan Ross - In favor
 Melissa Burgess - Opposed
 Sandy Anderson - Opposed
 Court Strandberg - In favor
 Amber Gardner - In favor
 Cindy Hutchins - Opposed
 Martin Ryan - Opposed
 Josh Niddle - Neutral
 Kaitlyn Casey, Chief Assistant District Attorney - Opposed
 Diane Nelson - Opposed
 Tyler Burgess - Neutral
 Dr. Mark Fren - Opposed
 Christina Hodge - Opposed
 Matthew Davis, reading on behalf of Lance Outland - In favor
 Lotte Tone - In favor
 Elbar Sutter Creek - Opposed
 Al Biers - Opposed
 Eddie Oneto - Opposed
 Linda Rianda - Opposed
 Sherri Curtis - Opposed
 Logan Carnell - Neutral
 Tyde Plescamp - Neutral

Appellant Teresa Ryan presented a rebuttal on behalf of residents opposed to the proposed dispensary.

Applicant Lauren Carpenter, Chief Executive Officer of Embarc, presented a rebuttal.

Motion: Councilmember Riordan moved to close the public hearing, seconded by Vice Mayor Sierk.

AYES: Gunselman, Sierk, Feist, Riordan

NOES: None

ABSTAIN: None

ABSENT: Swift

MOTION CARRIED (4-0-1)

The meeting recessed at 9:25 p.m.

The meeting reconvened at 9:35 p.m.

Council Questions and Deliberations

Councilmembers discussed public safety, traffic, youth access, security, financing, projected City revenue, community benefit funding, medical use, the Conditional Use Permit findings, product potency, police staffing, and information obtained from other jurisdictions. Staff and the applicant responded to Council questions. Vice Mayor Sierk stated her opposition to the proposal.

CEQA Determination - Ordinances and Development Agreement

Motion: Councilmember Riordan moved to find that the proposed ordinances approving a Development Agreement and amending Titles 10 and 18 of the Sutter Creek Municipal Code are categorically exempt from CEQA pursuant to Section 15301, Class 1, Existing Facilities, and Section 15061(b)(3), the Common Sense Exemption, and to direct staff to file a Notice of Exemption following City Council action on the zoning ordinances and Development Agreement, seconded by Councilmember Feist.

AYES: Gunselman, Feist, Riordan

NOES: Sierk

ABSTAIN: None

ABSENT: Swift

MOTION CARRIED (3-1-1)

Title 18 Ordinance Amendment

Motion: Councilmember Riordan moved to introduce and waive the first reading of an ordinance amending Sections 18.60.020, 18.60.030, and 18.60.040 of the Sutter Creek Municipal Code to authorize one retail storefront cannabis dispensary as a conditional use in any zoning district, subject to execution of a Development Agreement, seconded by Councilmember Feist.

AYES: Gunselman, Feist, Riordan

NOES: Sierk

ABSTAIN: None

ABSENT: Swift

MOTION CARRIED (3-1-1)

Title 10 Ordinance Amendment

Motion: Councilmember Riordan moved to introduce and waive the first reading of an ordinance amending Sections 10.42.050 and 10.42.060 of the Sutter Creek Municipal Code to authorize a commercial cannabis land use when approved by a Conditional Use Permit, seconded by Councilmember Feist.

AYES: Gunselman, Feist, Riordan

NOES: Sierk

ABSTAIN: None

ABSENT: Swift

MOTION CARRIED (3-1-1)

Development Agreement Ordinance

Motion: Councilmember Riordan moved to introduce and waive the first reading of an ordinance approving the Development Agreement with Sutter Creek Responsible and Compliant Retail LLC dba Embarc, subject to striking Section 8.11 concerning the \$25,000 payment for City cameras from the Development Agreement, seconded by Councilmember Feist.

AYES: Gunselman, Feist, Riordan

NOES: Sierk

ABSTAIN: None

ABSENT: Swift

MOTION CARRIED (3-1-1)

Appeal and Approval of Land Use Permits

Motion: Councilmember Riordan moved to adopt a resolution approving, with conditions, a Site Plan Permit, Conditional Use Permit, and Sign Permit for Sutter Creek Responsible and Compliant Retail LLC dba Embarc at 11 Ridge Road for one retail and delivery cannabis business; requiring the sign to comply fully with the City's sign ordinance rather than use the existing 38.5-square-foot nonconforming sign; and returning the sign to the Planning Commission for review, seconded by Councilmember Feist.

AYES: Gunselman, Feist, Riordan

NOES: Sierk

ABSTAIN: None

ABSENT: Swift

MOTION CARRIED (3-1-1)

9. Administrative Agenda

None.

10. Mayor and Councilmember Reports

None.

12. Information and Correspondence

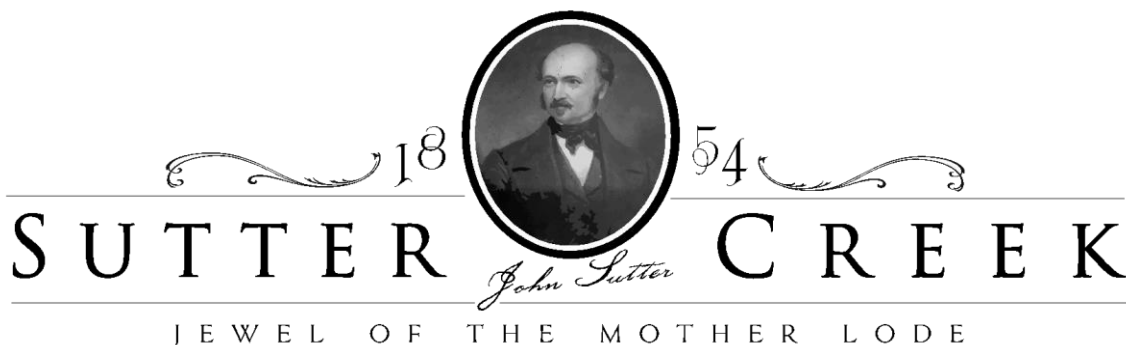
- A. City Clerk Monthly Report - July 2026
- B. Engineering Monthly Report - July 2026
- C. Finance Monthly Report - July 2026
- D. Marketing Monthly Report - July 2026
- E. Police Monthly Report - July 2026
- F. Public Works Monthly Report - July 2026
- G. Planning Monthly Report - July 2026

15. Adjournment

The City Council meeting was adjourned at 11:51 p.m.



Alejandra Zambrano, Interim City Clerk



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

MEETING DATE: SEPTEMBER 21, 2026

FROM: DEREK COLE, CITY ATTORNEY

SUBJECT: ENACTMENT AND WAIVER OF SECOND READINGS OF ORDINANCES (1) AMENDING TITLE 18 OF THE SUTTER CREEK MUNICIPAL CODE CONCERNING STOREFRONT CANNABIS DISPENSARIES, (2) AMENDING TITLE 10 OF THE SUTTER CREEK MUNICIPAL CODE CONCERNING THE SAME; AND (3) APPROVING A DEVELOPMENT AGREEMENT WITH SUTTER CREEK RESPONSIBLE AND COMPLIANT RETAIL LLC TO OPERATE A STOREFRONT RETAIL CANNABIS DISPENSARY AT 11 RIDGE ROAD

Background and Analysis

At its August 17, 2026 regular meeting, the City Council introduced three ordinances. These include:

1. An Ordinance of the City Council of the City of Sutter Creek Amending Sections 18.60.020, 18.60.030, And 18.60.040 of the Sutter Creek Municipal Code Authorizing a Single Retail Storefront Cannabis Dispensary as a Conditional Use in Any Zoning District Subject to The Execution of a Development Agreement;
2. An Ordinance of the City Council of Sutter Creek Amending Sections 10.42.050 and 10.42.060 of the Sutter Creek Municipal Code to Authorize a Commercial Cannabis Land Use When Approved By Conditional Use Permit; and
3. An Ordinance of the City Council of Sutter Creek Approving a Development Agreement with Sutter Creek Responsible and Compliant Retail LLC to Operate a Storefront Retail Cannabis Dispensary on The Real Property Located at 11 Ridge Road, Sutter Creek, California.

The introduction of these ordinances occurred along with the City Council’s denial of an appeal regarding the Planning Commission’s approval of a conditional use permit, site plan permit, and sign permit for a retail storefront cannabis dispensary for Sutter Creek Responsible and Compliant Retail LLC, dba Embarc.

At the August 17, 2026 meeting, before the close of the public hearing, the City Council received a comprehensive staff report detailing the considerations for all of the various actions taken that night and received extensive oral and written testimony from the applicant, appellant, and members of the public. City Staff and the City Attorney also provided a lengthy presentation and answered several councilmember questions. Given the extensiveness of its consideration to date, the Council is well familiar with the decision points and issues at this juncture.

The final actions to be taken concerning the Embarc project are the enactments of the three ordinances. Consistent with the City’s practices, the second readings of these ordinances are being placed on the Consent Calendar. Any or all of the ordinances may, however, be pulled from consent and discussed in the same manner as regular business items. Should that occur, the ordinary Brown Act comment procedure would apply. (The public hearing has been completed, so public hearing procedures would not be followed.)

Recommendation

Waive the second readings and adopt Ordinance Nos. 383, 384, and 385 by recorded vote.

ATTACHMENTS:

- 1. Ordinance No. 383 Amending Title 18 of the Sutter Creek Municipal Code
- 2. Ordinance No. 384 Amending Title 10 of the Sutter Creek Municipal Code
- 3. Ordinance No. 385 Approving Development Agreement

ORDINANCE NO. 385

**AN ORDINANCE OF THE CITY COUNCIL OF SUTTER CREEK
APPROVING A DEVELOPMENT AGREEMENT WITH SUTTER CREEK
RESPONSIBLE AND COMPLIANT RETAIL LLC TO OPERATE A STOREFRONT
RETAIL CANNABIS DISPENSARY ON THE REAL PROPERTY LOCATED AT 11
RIDGE ROAD, SUTTER CREEK, CALIFORNIA**

WHEREAS, the City Planning Commission on July 8, 2026 approved and recommended that the City Council approve a development agreement between the City of Sutter Creek and Sutter Creek Responsible and Compliant Retail LLC, which Development Agreement is attached as Exhibit A and incorporated by reference (“Development Agreement”); and

WHEREAS, after due notice, the City Planning Commission and the City Council did conduct public hearings on this matter as required by Government Code section 65867 and Section 17.40.040 of the Sutter Creek Municipal Code; and

WHEREAS, pursuant to California Government Code Section 65864, *et seq.*, the City Planning Commission has transmitted to the City Council its findings and recommendations concerning the proposed storefront retail cannabis dispensary; and

WHEREAS, the Development Agreement is in the public interest and is consistent with the City's General Plan and Zoning Ordinance (Title 18 of the Sutter Creek Municipal Code); and

WHEREAS, the City Council has reviewed and considered the Development Agreement and the findings and recommendations of the City Planning Commission.

NOW, THEREFORE, the City Council of the City of Sutter Creek does hereby ordain as follows:

Section 1. The City Council finds, with respect to the Development Agreement, that:

- (a) It is consistent with the City's General Plan, policies and is compatible with the uses authorized in, and the regulations prescribed for, the zone in which the real property is located as a conditional use permitted by Chapter 18.60 of the Sutter Creek Municipal Code;
- (b) It will not be detrimental to the public health, safety and general welfare since it encourages the construction of a project that is desirable and beneficial to the public;
- (c) It complies with all applicable City and State regulations governing development agreements, including all requirements stated in Chapter 17.40.020 and 17.40.030 of the Sutter Creek Municipal Code, as applicable; and
- (d) It is necessary to strengthen the public planning process and to reduce the public and private costs of development uncertainty.

Section 2. REPEAL OF INCONSISTENT ORDINANCES

Any provisions of the Sutter Creek Municipal Code inconsistent with this Ordinance are hereby repealed.

Section 3. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Sutter Creek hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or other portions might subsequently be declared invalid or unconstitutional.

Section 4. PUBLICATION.

The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance or a summary thereof to be printed once within fifteen (15) days after its adoption in a newspaper of general circulation, published and circulated in the City of Sutter Creek.

INTRODUCED AND THE FIRST READING WAIVED at a regular meeting of the City Council of the City of Sutter Creek on August 17, 2026, by the following vote:

AYES:	Gunselman,	Feist,	Riordan
NOES:			Sierk
ABSTAIN:			None
ABSENT:			Swift

PASSED, APPROVED, AND ADOPTED, AND THE SECOND READING WAIVED, at a regular meeting of the City Council of the City of Sutter Creek on September 21, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Claire Gunselman, Mayor

ATTEST:

Alejandra Zambrano, Acting City Clerk

Date

EXHIBIT A
Development Agreement

ORDINANCE NO. 383

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK
AMENDING SECTIONS 18.60.020, 18.60.030, AND 18.60.040 OF THE SUTTER CREEK
MUNICIPAL CODE AUTHORIZING A SINGLE RETAIL STOREFRONT CANNABIS
DISPENSARY AS A CONDITIONAL USE IN ANY ZONING DISTRICT SUBJECT TO
THE EXECUTION OF A DEVELOPMENT AGREEMENT**

WHEREAS, California law authorizes local jurisdictions to regulate or prohibit commercial cannabis activities within their jurisdictions and recognizes the authority of cities to determine whether, and under what conditions, cannabis businesses may operate within their boundaries;

WHEREAS, the City of Sutter Creek (“City”) is located in a rural county and has a population of approximately 2,700 residents, so the City Council finds that land use decisions concerning commercial cannabis activities must be tailored to the City's unique size, character, geography, and public safety needs;

WHEREAS, the City Council recognizes that cannabis is a lawful product under California law for qualified medicinal use and adult-use consumption by persons 21 years of age and older;

WHEREAS, because residents of the City and the surrounding county areas currently must travel substantial distances to access licensed cannabis dispensaries located in the Sacramento Metropolitan Region, the City Council finds that permitting a limited, locally regulated dispensary will improve access to legal and regulated cannabis products while reducing reliance upon unregulated or illicit sources;

WHEREAS, the City Council further finds that a locally regulated dispensary, subject to a development agreement, will provide economic benefits to the community through permit fees, regulatory fees, tax revenues, community benefit payments, employment opportunities, and related economic activity;

WHEREAS, the City Council finds that the establishment of a community benefit program, as would be required under a development agreement, would provide direct and measurable benefits to City residents and community organizations;

WHEREAS, the City Council finds that permitting only a single storefront retail cannabis dispensary within city limits is necessary to ensure effective oversight, monitoring, and enforcement by City staff and law enforcement personnel. Given the City's size and available administrative resources, the City Council finds that a single dispensary can be effectively regulated and monitored while minimizing impacts on surrounding properties and neighborhoods;

WHEREAS, the City Council finds that authorizing more than one dispensary would not materially improve access to cannabis products for residents but could increase the risk of adverse land use impacts, enforcement burdens, market saturation, and incompatibility with the City's small population and location within a rural county outside a larger, metropolitan area;

WHEREAS, the City Council finds that state law and local regulations impose extensive security, age-verification, surveillance, inventory-control, and operational requirements designed to prevent access by persons under 21 years of age and to protect public health and safety;

WHEREAS, the City Council further finds that limiting cannabis retail activity to one licensed dispensary will allow the City to closely monitor compliance with these regulations and promptly address any operational concerns;

WHEREAS, the City Council finds that a single licensed dispensary will adequately serve the needs of residents and visitors while preserving the City's small-town character, protecting public safety, minimizing land use impacts, and ensuring that commercial cannabis activity remains compatible with surrounding uses;

WHEREAS, the City Council therefore finds that allowing one licensed cannabis dispensary, subject to the requirements of this Chapter 18.60 of the Sutter Creek Municipal Code, appropriately balances lawful consumer access, economic development, community benefits, public safety, neighborhood compatibility, youth protection, and the preservation of the City's small community nature in a rural county; and

WHEREAS, based upon the foregoing findings, the City Council determines that limiting the number of cannabis dispensaries within the City to one licensed dispensary is reasonable, necessary, and in the public interest.

NOW, THEREFORE, the City Council of the City of Sutter Creek does hereby ordain as follows:

Section 1.

Section 18.60.020 of the Sutter Creek City Code is amended to read as follows:

18.60.020 - Uses permitted in any zone.

The following uses may be permitted in any zone unless limited to specific zones, and upon the granting of a conditional use permit:

- A. Bed and breakfast inns;
- B. Cemeteries, columbariums, mausoleums and mortuaries;
- C. Day care centers (adult/child);
- D. Churches or other places used exclusively for religious worship;
- E. Educational institutions including public and private schools;
- F. Establishments or enterprises involving large assemblages of people or vehicles including: amusement parks, circuses, carnivals, expositions, fair grounds, open air

- theaters, recreational and sports centers, and recreation vehicle parks;
- G. Hospitals and sanitariums;
 - H. Institutions of a philanthropic (benevolent) or eleemosynary (charitable) nature;
 - I. Libraries, museums and private clubs
 - J. Large scale neighborhood housing projects having a minimum gross area of five acres;
 - K. Mining and natural resources development together with the necessary buildings, apparatus or appurtenances incidental thereto;
 - L. Outdoor retail sales;
 - M. Parks, playgrounds, parking lots or structures, and community buildings;
 - N. Public utility or public service buildings, structures and uses, except as otherwise provided in this ordinance;
 - O. New or remodeled residential structures in a commercial or industrial zone;
 - P. Existing structures converted to residential uses in a commercial or industrial zone;
 - Q. Golf courses, driving ranges and country clubs;
 - R. Special events; and
 - S. A storefront retail cannabis dispensary, provided only one such dispensary may operate within city limits at one time, and further provided the operator of the conditionally permitted dispensary enters into a development agreement for the same term as any approved conditional use permit.

Section 2.

Section 18.60.030 of the Sutter Creek City Code is amended to read as follows:

18.60.030 - Conditions.

In approving a use permit, the commission may include such conditions as the commission deems reasonable and necessary under the circumstances to preserve the integrity and character of the district and to secure the general purposes of this title and the general plan. Such conditions, without limiting the discretion and authority of the commission in this regard, may include time limitations, architectural and site approval, street dedication, and street and drainage improvements. For any application to conditionally permit a retail storefront cannabis dispensary, the commission may incorporate by reference into the conditional use permit any conditions that are separately included in any development agreement to be approved for the cannabis use.

Section 3.

Section 18.60.040 of the Sutter Creek City Code is amended to read as follows:

18.60.040 - Findings and decisions.

The commission, on the basis of the evidence submitted at the hearing, may grant use permits required by the provisions of this title when it finds that:

- A. The proposed uses of the property are desirable to the public convenience or welfare;
- B. The proposed uses will not impair the integrity and character of the area in which it is located or the zoning district;
- C. The proposed uses would not be detrimental to public health, safety, or general welfare;
- D. There are adequate public utilities and services available for the proposed uses;
- E. The proposed uses of the property are in harmony with the various elements or objectives of the general plan and the purposes of this title; and
- F. For any storefront retail cannabis dispensary, the proposed use will be subject to a separately approved development agreement for the same term as the approved conditional use permit and:
 - 1. The development agreement will provide for appropriate community benefit as consideration for the City’s execution of the agreement;
 - 2. The operator has a demonstrated record of successfully operating storefront retail cannabis dispensaries in more than one other jurisdiction for a period of at least three years preceding the date of its application;
 - 3. The operator demonstrates it will have adequate capitalization, access to a stable workforce, and a business location conducive to sustaining long-term operations; and
 - 4. The operator, including its principals, shareholders, partners, and officers, has not been convicted of or found civilly liable for having sold or distributed cannabis or cannabis products in violation of any state statute, state regulation, or local ordinance.

Section 4. REPEAL OF INCONSISTENT ORDINANCES

Any provisions of the Sutter Creek Municipal Code inconsistent with this Ordinance are hereby repealed.

Section 5. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Sutter Creek hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or other portions might subsequently be declared invalid or unconstitutional.

Section 6. PUBLICATION.

The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance or a summary thereof to be printed once within fifteen (15) days after its adoption in a newspaper of general circulation, published and circulated in the City of Sutter Creek.

INTRODUCED AND THE FIRST READING WAIVED at a regular meeting of the City Council of the City of Sutter Creek on August 17, 2026, by the following vote:

AYES:	Gunselman,	Feist,	Riordan
NOES:			Sierk
ABSTAIN:			None
ABSENT:			Swift

PASSED, APPROVED, AND ADOPTED, AND THE SECOND READING WAIVED, at a regular meeting of the City Council of the City of Sutter Creek on September 21, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Claire Gunselman, Mayor

ATTEST:

Alejandra Zambrano, Acting City Clerk

Date

ORDINANCE NO. 384

**AN ORDINANCE OF THE CITY COUNCIL OF SUTTER CREEK
AMENDING SECTIONS 10.42.050 AND 10.42.060 OF THE SUTTER CREEK
MUNICIPAL CODE TO AUTHORIZE A COMMERCIAL CANNABIS LAND USE
WHEN APPROVED BY CONDITIONAL USE PERMIT**

WHEREAS, the City of Sutter Creek (“City”) has separately adopted an Ordinance, Ordinance No. 383, amending provisions of Chapter 18.60 of the Sutter Creek Municipal Code to authorize the permitting of a single retail storefront cannabis dispensary within city limits when a development agreement is executed between the City and applicant;

WHEREAS, to effectuate the intent of Ordinance No. 383, the City Council deems it necessary to also amend provisions in a separate title of the Sutter Creek Municipal Code, Title 10, concerning commercial cannabis uses; and

WHEREAS, the City Council relies on, and incorporates by reference, the findings it made in support of Ordinance No. 383, as its findings in support of adoption of this ordinance.

NOW, THEREFORE, the City Council of the City of Sutter Creek does hereby ordain as follows:

Section 1.

Section 10.42.050 of the City Code is amended to read as follows:

10.42.050 - Sales, transfers, and deliveries prohibited.

Except when a conditional use permit has been approved under Chapter 18.60 of this Code, sales, transfers, or deliveries of marijuana for any purpose, whether medical or non-medical, to any person at any residence or public place within city limits are prohibited.

Section 2.

Section 10.42.060 of the City Code is amended to read as follows:

10.42.060 - Commercial activity prohibited.

Except when a conditional use permit has been approved under Chapter 18.60 of this Code, no commercial, office, industrial, or other non-residential building or structure within city limits may be used to allow, transact, or facilitate the cultivation, sale, processing, storage, or transfer of marijuana for any purpose, whether medical or non-medical.

Section 3. REPEAL OF INCONSISTENT ORDINANCES

Any provisions of the Sutter Creek Municipal Code inconsistent with this Ordinance are hereby repealed.

Section 4. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason deemed or held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Sutter Creek hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or other portions might subsequently be declared invalid or unconstitutional.

Section 5. PUBLICATION.

The City Clerk shall certify to the passage of this Ordinance and shall cause this Ordinance or a summary thereof to be printed once within fifteen (15) days after its adoption in a newspaper of general circulation, published and circulated in the City of Sutter Creek.

INTRODUCED AND THE FIRST READING WAIVED at a regular meeting of the City Council of the City of Sutter Creek on August 17, 2026, by the following vote:

AYES:	Gunselman,	Feist,	Riordan
NOES:			Sierk
ABSTAIN:			None
ABSENT:			Swift

PASSED, APPROVED, AND ADOPTED, AND THE SECOND READING WAIVED, at a regular meeting of the City Council of the City of Sutter Creek on September 21, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Claire Gunselman, Mayor

ATTEST:

Alejandra Zambrano, Acting City Clerk

Date

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Sutter Creek
18 Main Street
Sutter Creek, CA 95685

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER’S USE
Recording Fee Exempt per Government Code § 6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of September 21, 2026 (the “Execution Date”), by and between the City of Sutter Creek, a California municipal corporation (“City”) and Sutter Creek Responsible and Compliant Retail LLC (“Permittee”). City and Permittee are sometimes referenced together herein as the “Parties.” In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a “Party.” The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code sections 65864 et seq. (“Development Agreement Statutes”) to authorize municipalities to enter into development agreements with those having a legal or equitable interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights, and to meet certain public purposes of the local government.
- C. As authorized by the Development Agreement Statutes, the City has adopted Section 17.40, et seq., of the City’s municipal code (the “Municipal Code”) establishing the procedures and requirements for the consideration of development agreements with the City.
- D. Permittee currently owns legal or equitable interest in real property considered in this Agreement, located at 11 Ridge Rd., Sutter Creek, CA 95685, in the City of Sutter Creek,

County of Amador, State of California (the “Site”). The Site includes Assessor’s Parcel Number: 044-020-063, as is more fully described in **Exhibit A** and shown on the map in **Exhibit B**, both exhibits being attached hereto and incorporated herein by this reference.

- E. On September 18, 2017, the City Council adopted Ordinance No. 365 §2, 2017 prohibiting all marijuana uses in the City to the extent allowed under California law, with an exception for an individual who desires to grow up to six (6) marijuana plants at their private residence (the “Cannabis Ordinance”).
- F. On November 8, 2016, California voters approved Proposition 64, titled the “Adult Use of Marijuana Act” (the “AUMA”) and enacted a state statutory scheme legalizing, controlling, and regulating the cultivation, processing, manufacturing, distribution, testing, and sale of nonmedical (“adult-use“ or “recreational”) cannabis, including cannabis products, for use by adults twenty-one (21) years of age and older.
- G. On June 27, 2017, Governor Brown signed Senate Bill 94, the “Medicinal and Adult- Use Cannabis Regulation and Safety Act” (“SB 94” or the “MAUCRSA”). SB 94 creates one state regulatory structure for medical and adult-use cannabis use and commercial cannabis activities, reconciling AUMA, with Proposition 215 and MAUCRSA. SB 94 continues to provide that a state license will not be approved for a business to engage in Commercial Cannabis Activity if the business activity violates any local ordinance or regulation.
- H. The City Council adopted \ Ordinance No. 383 Amending Municipal Code Sections 18.60.020, 18.60.030, and 18.60.040, on September 21, 2026, modifying the City Zoning Code to allow a single commercial cannabis retail business in the City, such that any proposed commercial cannabis retail business must have an Agreement and a business permit prior to operation. On September 21, 2026, the City Council further adopted Ordinance No. 384 amending the Cannabis Ordinance to authorize a single retail cannabis dispensary subject to the issuance of a conditional use permit and approval of a development agreement.
- I. In adopting the Municipal Code amendment authorizing a single commercial cannabis retail business, the City Council determined, as a legislative matter and in the exercise of its authority under Business and Professions Code section 26200 and the City’s police power, that authorizing one commercial cannabis retailer is appropriate for the City at this time in light of the City’s limited population, its limited law-enforcement and code-enforcement resources, and the City’s interest in evaluating the operation of a single retailer through a review period before determining whether to authorize additional retailers. This limitation is a general regulatory limit on the number of retail permits, applicable without regard to the residency or principal place of business of any applicant; it does not confer any exclusive right, franchise, or monopoly on any person; and it does not foreclose the City from authorizing additional retail permits following a review period. This Agreement implements that regulatory framework as to the single authorized permit and does not itself establish the numerical limit.
- J. Presently, Permittee intends to utilize the Site for the sale of cannabis. Permittee is an authorized corporation as allowed by law duly formed under California law for the purpose of commercial cannabis sales (“Commercial Cannabis Activity”). Such Commercial Cannabis Activity facilities shall operate in accordance with the California State

Compassionate Use Act (Health & Saf.Code, § 11362.5) (“CUA”), the Medical Marijuana Program Act (Health & Saf. Code, §§ 11362.7 et seq.) (“MMP”), the Control, Regulate and Tax Adult Use of Marijuana Act of 2016 (“AUMA”), and the Medicinal and Adult Use Regulation and Safety Act (“MAUCRSA”), Ordinance No. 365 §2, 2017 and regulations promulgated thereunder, and any additional California state law related to Commercial Cannabis Activity (collectively “State Cannabis Law”). Prior to operating a Commercial Cannabis Activity facility, Permittee shall be required to obtain a business permit from City pursuant to City ordinance.

- K. Permittee shall obtain all required state licenses issued under State Cannabis Law.
- L. Pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code §21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs ,tit. 14, §15000 et seq.), the whole of the Project, including the Development Agreement, has been reviewed and found to be categorically exempt from CEQA on two independent grounds: (a) State CEQA Guidelines section 15301 (Existing Facilities), because the Project involves the minor alteration of an existing commercial structure, with no expansion of the building and no more than a negligible change in the nature or degree of the existing or former use; and (b) State CEQA Guidelines section 15061, subdivision (b)(3) (the common-sense exemption), because it can be seen with certainty that there is no possibility the Project will have a significant effect on the physical environment. The City Council has further found that no exception under State CEQA Guidelines section 15300.2 applies, including the ‘unusual circumstances’ exception, and that the comments and materials submitted in opposition do not constitute substantial evidence of a significant physical environmental effect. A Notice of Exemption will be filed upon approval of this Agreement.
- M. Permittee presently intends to develop and open a commercial cannabis facility on the Site consistent with State Cannabis Law, all other applicable California law, and Project approvals (known as the “Project”).
- N. The Project will include commercial retail cannabis sales to individuals under State Cannabis Law at the Project Site.
- O. Project Description. The Project will consist of the reuse of an existing building of approximately 2,662 square feet with parking for 17 vehicles. The Project is designed to integrate seamlessly into the City’s General Plan, and any applicable master plan, public financing plan, specific plan, and special purpose plan for Project Site.
- P. City and Permittee have agreed that, as a condition of the City’s approval of the Project and the land use entitlements granted herein, and as negotiated consideration for the vested rights and regulatory services described in this Agreement, Permittee shall pay to the City a Retail Fee of eight percent (8%) of the gross receipts of Permittee’s commercial cannabis retail sales, as hereinafter defined. The Retail Fee is a charge imposed as a condition of property development within the meaning of Article XIII C, section 1, subdivision (e)(6) of the California Constitution, and is not imposed for general revenue purposes.
- Q. The Parties acknowledge and agree that the Retail Fee and the Community Fund contribution provided for in this Agreement are negotiated contractual consideration and charges imposed as a condition of property development, and are not taxes. The primary

purpose of these charges is to support the City's regulation of commercial cannabis activity and to compensate the City for the vested rights and regulatory services conferred under this Agreement, and not to raise general revenue. Commercial cannabis retail generates regulatory, code-enforcement, monitoring, inspection, law-enforcement- coordination, and public-safety burdens on the City that increase with the volume of Permittee's activity, and a charge measured as a percentage of gross receipts bears a fair and reasonable relationship to those burdens and to the benefits conferred on Permittee. To the extent any portion of these charges were determined to be a tax, the Parties intend that it qualify for an applicable exception under Article XIII C, section 1, subdivision (e).

- R. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code section 65867 and Municipal Code Section 17.40.040. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in City's General Plan, zoning code, and municipal ordinances.
- S. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present City Council members, that this Agreement will serve to bind City and future City Councils to the obligations hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the City Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City staff, the Planning Commission, and the City Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety, and welfare are best served by entering into this Agreement. Permittee has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Permittee that it will enjoy the development rights given in this Agreement. The City Council specifically finds that this Agreement satisfies each and every one of the required findings in Municipal Code Section 17.40.050.
- T. The City agrees that Permittee's land use entitlements for the Project shall vest for the term of this Agreement as described below, including, but not limited to, the right to commercial cannabis retail sales and related development in compliance with State Cannabis Law and local ordinances.
- U. After conducting a duly noticed hearing on August 17, 2026, in conjunction with Section 17.40.040 of the City's Municipal Code, the Planning Commission of the City reviewed, considered, and approved Resolution No. 26-27-01 recommending approval of the Project to the City Council. The Planning Commission found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the Commercial zone; is in conformity with the public necessity, public convenience, general welfare and good land use practices; will not be detrimental to the health, safety and general welfare of the city; will not adversely affect the orderly development of property or the preservation of property values; and will have a positive fiscal impact on the City.

V. After conducting a duly noticed hearing on August 17, 2026, in conjunction with Section 17.40.040 of the City’s Municipal Code, and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the Commercial zone; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Sutter Creek and its residents.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by the same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. This Agreement pertains to the Site as described in **Exhibit A** and shown in **Exhibit B**. Except as otherwise provided in Section 14 of this Agreement, the burdens of this Agreement are binding upon the Permittee. In order to provide continued notice thereof, the Parties will record this Agreement with the Amador County Recorder. Should the size or orientation of any Site component specified above be changed in minor respects, e.g., changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Permittee will be deemed to be the agent of the other for any purpose whatsoever. City and Permittee 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 City and Permittee joint venturers or partners.

3. Term. Except as otherwise specified herein, the initial term of this Agreement (the “Term”) shall be for five (5) years from the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 Term Extension. This Agreement shall be subject to any number of five (5) year extensions as provided in this Agreement. The City Manager is authorized to enter into the term extensions after conducting a periodic review in accordance with Government Code section 65865.1. If, on the basis of substantial evidence, the Permittee demonstrates to have complied in good faith with the terms and conditions of this Agreement, the Parties shall enter into a written extension signed by both Parties.

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project’s development, or third party initiated litigation having the actual effect of delaying the Project’s development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the

act(s) or omission(s) of any third party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Permittee.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level affecting development involved personnel not employed by Permittee, its subcontractors or suppliers and effecting an essential portion of the Project’s development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement may be extended in either of the following ways:

3.2.1 Request of Permittee. This Agreement’s Term shall be extended for additional five (5) year periods following the expiration of the initial Term upon the occurrence of all of the following:

3.2.1.1 Written Notice. Permittee shall give written notice to City of a request for the Term Extension no later than one hundred twenty (120) calendar days before the expiration of the Term; and

3.2.1.2 No Default by Permittee. Permittee shall not be in default with respect to any material provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Permittee did in fact default as to this Agreement, upon notice from City, that Permittee did cure said default during the period to cure provided herein to City’s reasonable satisfaction.

3.2.1.3 Periodic Review. Within the 120-day period provided by Section 3.1., the City Manager shall ensure the completion of the periodic review required by Section 3.1 and, upon the demonstration of substantial evidence to support the extension, the City Manager shall execute the extension for the City.

3.3 Default and Termination for Cause. Without prejudice to its other remedies at law or in equity, the City may terminate this Agreement for cause within thirty (30) days’ written notice to Permittee in the manner provided in Section 22. Cause as used in this section is defined as:

3.3.1 Failure to materially comply with the terms of the City of Sutter Creek Permits issued to Permittee by City;

3.3.2 Failure of Permittee to maintain a valid active City of Sutter Creek Business License;

3.3.3 Failure by Permittee to accurately report gross receipts information or other data necessary for City to calculate/confirm operating or development agreement fees (e.g., retail fee);

3.3.4 Failure by Permittee to pay operating agreement fees and

related reimbursement costs within thirty (30) days of the date those fees are due;

3.3.5 Failure by Permittee to cooperate with City or City’s authorized agents in any inspection, examination and audit of Permittee’s commercial cannabis business books and records (including tax filings and returns).

3.3.6 Permittee’s conditional use permit is revoked by City or is not renewed by City, or

3.3.7 Permittee transfers its Permit in violation of Paragraph 44 of this agreement.

3.4 Cure Period. Permittee shall cure the default resulting from the cause for termination within thirty (30) days of the date of the notice of termination. If Permittee fails to cure the default within thirty (30) days of the date of the notice of termination for cause, this Agreement will be terminated. If the default is of a nature that cannot reasonably be cured within thirty (30) days, Permittee shall not be in default if Permittee: (i) commences cure within the initial thirty (30) day period; (ii) diligently pursues cure to completion; and (iii) completes cure within ninety (90) days of the original notice of default. A default that is timely cured within the Cure Period shall be deemed fully cured and shall not constitute grounds for termination. This Agreement shall continue in full force and effect as if the default had not occurred.

3.4.1 If Permittee disputes in good faith that a default has occurred under Section 3.3 of this Agreement, Permittee shall provide written notice of such dispute to City within fifteen (15) days of receipt of the notice of default. The Cure Period shall be tolled during the pendency of any dispute resolution process, and City shall not terminate this Agreement while such dispute is pending.

3.5 License Compliance Review. No later than ninety (90) days following the first anniversary of the date Permittee opens the Project to the public, the City Manager shall conduct a License Compliance Review (“Compliance Review”) to assess Permittee’s compliance with the terms and conditions of this Agreement and all applicable City of Sutter Creek Permits. If, on the basis of substantial evidence, Permittee demonstrates to the City Manager that it has complied in good faith with the material terms and conditions of this Agreement, including but not limited to: (i) timely payment of Retail Fees; (ii) accurate submission of Certified Reports; (iii) maintenance of required state and local licenses and permits; (iv) compliance with the Security Plan and Good Neighbor obligations; and (v) satisfaction of Community Benefit obligations under Sections 8.4 and 8.5 of this Agreement; then the City Manager shall issue a written finding of compliance (“Compliance Finding”) within thirty (30) days of the conclusion of the Compliance Review. If the City Manager determines, on the basis of substantial evidence, that Permittee has not complied in good faith with a material term or condition of this Agreement, the City Manager shall issue a written finding of non-compliance identifying: the specific provision(s) with which Permittee has failed to comply. A finding of non-compliance pursuant to this Section shall constitute a notice of default under Section 3.3 of this Agreement, subject to any applicable cure periods.

3.6 Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Permittee shall have no right to engage in Commercial Cannabis Activity at the Project Site, except as may otherwise be allowed by City ordinance or

law. Any such termination shall not relieve Permittee of any outstanding or previously incurred liability, payment or obligation to the City. All fees due between the Parties shall immediately be due and payable.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1 Certified Report. "Certified Report" shall mean a detailed document prepared by Permittee on a form acceptable to the City's Finance Supervisor to report to City of the sales by Permittee, as defined herein, in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly-authorized officer of Permittee. City may also require certification by Permittee.

4.2 Certification of Non-Income Tax Exemption. Permittee certifies that Permittee is not income tax exempt under State or Federal Law and that Permittee will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. The Permittee will also require all tenant(s) to certify that tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.3 Gross Receipts. Except as otherwise specifically provided, means the total amount actually received or receivable from all sales and transfers; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of. materials, goods, wares or merchandise; and discounts, gifts, rents, royalties, fees, commissions, dividends, and gains realized from trading in stocks 'or bonds, however designated. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom.

4.3.1 Cash discounts where allowed and taken on sales;

4.3.2 Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as gross receipts;

4.3.3 Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

4.3.4 Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;

4.3.5 Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;

4.3.6 Receipts derived from convenience fees charged for ATM or cashless ATM services;

4.3.7 Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar; and

4.3.8 Retail sales of non-cannabis products, such as t-shirts, sweaters, hats, stickers, key chains, bags, books, posters, rolling papers, cannabis accessories such as pipes, pipe screens, vape pen batteries (without cannabis) or other personal tangible property.

4.4 Operational Quarter. “Operational Quarter” shall mean any calendar quarter, or portion of a calendar quarter, during which any Gross Receipts of the Project is produced, as defined herein. The calendar quarters shall begin and end as follows: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

4.5 Land Use Regulations. “Land Use Regulations” shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. “Land Use Regulations” do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.5.1 The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.5.2 Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Permittee is paying any fee or providing any improvement pursuant to this Agreement;

4.5.3 The control and abatement of nuisances;

4.5.4 The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Permittee and City; and

4.5.5 The exercise of the power of eminent domain.

4.6 Existing Land Use Regulations. “Existing Land Use Regulations” means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project approvals.

4.7 Retail Fee. Shall mean eight percent (8%) of Gross Receipts due to the City at the end of each Operational Quarter. In the event the City enacts or increases a voter-approved cannabis excise or business tax applicable to Permittee’s operations at the Project Site during the Term, the Retail Fee due under this Agreement for each applicable Operational Quarter shall be reduced by the amount of such voter-approved tax paid by Permittee for that quarter, provided that the Retail Fee shall not be reduced below zero. The Parties shall execute

a written amendment memorializing any such reduction within thirty (30) days of the effective date of the applicable voter-approved tax.

5. Annual State Retail License; Background Checks.

5.1 Permittee shall be required to receive and maintain in good standing its state cannabis retail license issued by the Department of Cannabis Control (or successor agency) as a condition to operating, and any lapse or failure by Permittee to do so shall be deemed to be a default under this Agreement.

5.2 All of Permittee’s “owners” (as defined under Cal. Code Regs. Tit. 4, § 15003), “financial interest holders” (as defined under Cal. Code Regs. Tit. 4, § 15004), and employees shall be disclosed to the City. All such owners, financial interest holders, and employees shall be subject to all applicable requirements and qualifications under State Cannabis Laws.

6. Fee Payments.

6.1.1 Fee Payments. In consideration of City’s entering into this Agreement and, as a condition of the City’s approval of the Project and the land use entitlements granted herein, including: (i) the vested rights to develop and operate the Project during the Term; (ii) City’s ongoing cannabis permitting review and administration; (iii) annual compliance monitoring and periodic review pursuant to Government Code § 65865.1; (iv) law enforcement coordination and surveillance access administration; (v) community benefits program oversight; (vi) ALPR program administration; and (vii) all other City regulatory services and oversight required under this Agreement, State Cannabis Laws, and the City’s municipal ordinances throughout the Term of this Agreement, the following payments shall be made to City:

6.1.2 Eight percent (8%) of Gross Receipts for operations from the Commercial Cannabis Activity of the storefront retail operations, to be paid quarterly. Retail Fees shall be **paid to** the City within thirty (30) calendar days following the end of each Operational Quarter, concurrent with submission of the Certified Report required under Section 7.1. Any Retail Fee not received by the City within thirty (30) calendar days following the end of the applicable Operational Quarter shall be deemed delinquent, and a penalty equal to twenty-five percent (25%) of the total delinquent amount shall be immediately due and payable.

6.1.3 The Parties acknowledge that the foregoing payments are negotiated consideration and a charge imposed as a condition of property development, are reasonably related to the City’s regulatory burdens and to the benefits conferred on Permittee, and are not imposed for general revenue purposes.

7. Payment Procedures. The following procedures shall apply during the operation of the Project:

7.1 Remittance of Retail Fees/Certified Reports. Within thirty (30) calendar days following the end of each Operational Quarter during the Term of this Agreement, commencing with the first Operational Quarter in which the Project has commenced, Permittee shall submit the Certified Report to the City’s Finance Director together with payment of the

Retail Fees for that Operational Quarter as identified in the Certified Report. Permittee shall pay Retail Fees to City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified Report and any failure to pay Retail Fees when due shall constitute events of default by Permittee subject to the default provisions of this Agreement.

7.2 Maintenance of Records. Permittee shall maintain complete records of its operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Permittee and/or any operator of the commercial cannabis facility. Permittee shall maintain such records in a form and location reasonably accessible to City, following reasonable notice to Permittee, for a period of at least five (5) calendar years following Permittee’s submission of the Certified Report to which the records apply.

7.3 Audit. The City may conduct an audit or arrange for a third-party independent audit, at Permittee’s expense, of Permittee records regarding Certified Reports and the Gross Receipts, at the sole discretion of the City. Such audit would not occur more than once in one calendar year. The City’s Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Permittee and shall reasonably attempt to schedule the audit so as to reduce the impact on Permittee operations as much as is feasible. Permittee shall cooperate with the City in completing the audit. If the audit reveals that Permittee has underpaid the payment due at the end of any Operational Quarter, Permittee shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City’s Finance Director. If the underpaid amount is more than five percent (5%) of the amount due, Permittee shall pay a penalty of an additional five percent (5%) of Gross Receipts for first time underpayment and an additional fifteen percent (15%) of Gross Receipts for any subsequent violations of the payment due at the end of the Operational Quarter. If the audit reveals that the Permittee has overpaid any amount of the Gross Receipts, City shall provide written notification to Permittee and shall credit such amount against Permittee’s subsequent quarterly payments of Gross Receipts until the overpaid amount has been resolved.

7.4 Site Inspection. From time to time, the City has the right to inspect the Facility for the purpose of monitoring operations, checking quantities and verifying volumes of product during operating hours or any time deemed appropriate to insure accurate reporting. The City must give notice at least forty-eight (48) hours in advance of any inspection.

8. Covenants of Permittee. During the Term of this Agreement, Permittee hereby covenants and agrees with the City as follows:

8.1 Implementation. Permittee shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the business permit, and the Municipal Code.

8.2 Maintain & Operate Project. Permittee shall maintain and operate the Project on the Site, throughout the Term of this Agreement, in accordance with the Project approvals and all City, State and Federal laws.

8.3 Operating Hours. Permittee shall operate the Project only during the hours agreed to within the business plan attached to this agreement, and in no case will exceed hours permitted under State Cannabis Law,.

8.4 Community Benefits. Permittee shall pay one percent (1%) of Gross Receipts into a community benefits fund (the “Community Fund”), for the benefit of the City and its residents. The Community Fund shall be governed and administered by a Community Advisory Board (“CAB”) established and maintained by Permittee in accordance with Section 8.5 of this Agreement. All allocations from the Community Fund shall be made for public purposes benefiting the City and its residents, consistent with written allocation criteria provided in advance to the City Manager. Permittee shall provide the City Manager with an annual written report of all Community Fund receipts and allocations, due by January 31 of each calendar year, which report shall be a public record. The Community Fund shall not be used for the private benefit of Permittee or its owners, officers, or affiliates.

8.5 Community Advisory Board. Permittee shall establish and maintain a three person Community Advisory Board (“CAB”) consisting of at least two (2) members who reside within the City of Sutter Creek and one (1) member who works within the City of Sutter Creek. The CAB shall meet no fewer than four (4) times per calendar year. The CAB shall have authority to direct all allocations from the Community Fund required under Section 8.4 of this Agreement. Permittee shall provide the City Manager with a written list of current CAB members by January 31 of each calendar year and shall invite City representatives to participate in each CAB meeting in a non-voting, advisory capacity. For the avoidance of doubt, a vacancy on the CAB shall not constitute a default under this Agreement. Permittee shall have sixty (60) days from the date the vacancy arises to appoint a replacement member.

8.6 Youth Drug Education and Prevention. Within six (6) months of the date Permittee first opens the Project to the public, Permittee shall fund and implement a youth drug education and prevention program using a curriculum recognized by the California Department of Education or a comparable accredited national evidence-based program. Permittee shall use commercially reasonable efforts to partner with at least one locally based youth-serving organization in delivering such program. Permittee shall provide the City Manager with an annual written summary of program activities and total expenditures, due by January 31 of each calendar year.

8.7 Local Hiring. Permittee shall use reasonable best efforts to recruit and hire 100% of the employees from within the City of Sutter Creek and Amador County. In filling open positions, Permittee’s recruitment process shall prioritize, in order: (i) qualified applicants residing within a five (5) mile radius of the Project Site; (ii) all other qualified residents of the City of Sutter Creek; and (iii) qualified residents of Amador County. Prior to the date Permittee first opens the Project to the public, Permittee shall conduct at least one community job fair at a location within Sutter Creek and shall post all open positions through at least one locally distributed media outlet. Permittee shall provide the City Manager with an annual written report by January 31 of each calendar year summarizing the number of employees hired during the preceding calendar year and the ZIP codes of their primary residence at the time of hire. Sutter Creek PD requires a Livescan for all Permittee employees

8.8 Window Design Standards. Permittee shall maintain clear, unobstructed windows in all areas of the Project premises where no commercial cannabis activity occurs. In areas where cannabis products, transactions, or displayed inventory would otherwise be visible from the public right-of-way, Permittee shall apply a frosted or opaque window treatment from floor level to a height of five (5) feet above finished floor. Permittee shall maintain all window treatments in good condition throughout the Term of this Agreement. Any material change to

the window design shall require prior written approval from the City Manager, which shall not be unreasonably withheld.

8.9 Law Enforcement Surveillance Access. Permittee shall provide the Sutter Creek Police Department (“SCPD”) with secure, real-time, read-only remote access to video surveillance cameras required to be maintained at the Project premises under State Cannabis Law. Permittee shall establish such access prior to the date Permittee first opens the Project to the public and shall maintain such access in good working order throughout the Term of this Agreement. In the event of any technical failure disrupting SCPD access, Permittee shall restore access within seventy-two (72) hours of written notice from the City. Permittee shall cooperate with all law enforcement requests for surveillance footage and still images within twenty-four (24) hours of any such request.

8.10 The Permittee shall immediately notify the Sutter Creek Police Department of any criminal activity, or suspected criminal activity, occurring at the Subject Property. In the event of any internal security system breach, including a faulty alarm system, broken or damaged surveillance cameras or other videorecording equipment, or broken or damaged locks, doors, or lighting which may increase risk of criminal activity at the Subject Property, the Manager of the Permittee shall notify the City Police Department as soon as practicable after becoming aware of the security system breach. The Permittee shall diligently attempt to fix or resolve any such security breach immediately; if circumstances require additional time and delay to remedy, the Permittee shall so notify the City Police Department and provide an estimated timeline the security breach will be secured.

8.11 Reserved.

8.12 Security Plan. Prior to opening the Project to the public, Permittee shall file a written Security Plan with the City Manager detailing Permittee’s security staffing, surveillance equipment specifications, alarm systems, access control measures, and cash handling procedures. Any material modification to the Security Plan that reduces security staffing levels or reduces surveillance coverage shall require prior written approval from the City Manager. Permittee shall conduct an annual review of the Security Plan and provide a written summary of any changes to the City Manager due by January 31 of each calendar year. For purposes of this Section, “material modification” means any change that reduces the number of security personnel on duty during operating hours by more than twenty-five percent (25%) from the levels set forth in the then-current Security Plan, or that eliminates coverage of any entrance, exit, or cannabis or currency storage area by the surveillance system.

8.13 Good Neighbor Obligations.

8.13.1 Community Hotline. Prior to the date Permittee first opens the Project to the public, Permittee shall establish a dedicated telephone number for community communications regarding the Project (the “Community Hotline”). Permittee shall post the Community Hotline number conspicuously at the entrance to the premises and shall provide the number in writing to all property owners and occupants of record within one thousand (1,000) feet of the Project Site. A designated manager shall be responsible for receiving and logging all Community Hotline communications. Permittee shall maintain a written log of all

Community Hotline calls and shall retain such logs for no fewer than three (3) years. Permittee shall make the Community Hotline logs available to the City Manager within five (5) business days of written request.

8.13.2 Complaint Response Protocol. Permittee shall adopt and maintain a written complaint response protocol addressing noise, odor, litter, traffic, parking, loitering, and public consumption issues. The protocol shall require: (i) documentation of each complaint received, including date, time, nature of complaint, and contact information if provided; (ii) written or verbal response to the complainant within forty-eight (48) hours of receipt; (iii) documented resolution of the complaint; and (iv) implementation of corrective measures to prevent recurrence where feasible. Permittee shall provide a written summary of complaints received and resolutions reached to the City Manager within five (5) business days of written request.

8.13.3 Pre-Opening Neighbor Notification. Prior to the date Permittee first opens the Project to the public, Permittee shall provide the name, direct telephone number, and email address of the Project's designated on-site general manager to all property owners and occupants of record within one thousand (1,000) feet of the Project Site. Permittee shall provide updated contact information to such neighbors within thirty (30) days of any change in the designated contact person.

8.13.4 Graffiti on the property will be removed within 48 hours of discovery or notification, whichever is earlier.

8.13.5 In addition to responding to written requests within the specified time frame, Permittee will provide a monthly Good Neighbor Report that includes hotline calls and resolutions, complaint log and resolutions, and banned individual list.

8.14 Permittee agrees to comply with requirements found in **Exhibits C to H** to this agreement including Business Plan, Labor and Employment plan, Neighborhood compatibility plan, Security plan, Community Benefits plan, and Location plan.

8.15 No promotional messages will be visible outside of the building. Signage is limited to only what is approved in the Sign Permit.

8.16 The Parties acknowledge that, as of the Execution Date; the Project as proposed is consistent with the densities, building heights, setbacks, and lot sizes required by the Sutter Creek Municipal Code and that no new dedications of property or land for public use are required as a condition of this Agreement or the approvals granted hereunder.

9. Insurance and Indemnification.

9.1 Insurance Requirements. Permittee shall procure and maintain in full force and effect at all times during the Term of this Agreement, and any extensions thereof, policies of insurance issued by a carrier or carriers licensed and authorized to do business in the State of California, which: (A) are rated "A-VII" or better in Best's Key Rating Guide and financially sound on a current basis; (B) shall be primary and noncontributory with respect to City; (C) with respect to any liability policy, name City as an additional insured; and (D) include a waiver of

subrogation in favor of City. Permittee shall deliver to City certificates of insurance no later than thirty (30) days prior to opening the Project to the public. Upon City's request, Permittee shall deliver complete copies of any insurance policies required under this Agreement. Permittee shall be required to procure the following coverages:

9.1.1 statutory workers' compensation insurance as required by applicable law, together with employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per accident, One Million Dollars (\$1,000,000) disease-policy limit, and One Million Dollars (\$1,000,000) disease-each employee;

9.1.2 commercial general liability insurance written on an occurrence basis, including, without limitation, premises/operations, broad-form property damage, personal injury and advertising injury, completed operations, products liability, independent contractors, fire legal liability, and assault-and-battery and security-services coverage, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate;

9.1.3 commercial automobile liability insurance covering owned, hired and non-owned vehicles used in connection with Permittee's business or operations at or relating to the Project, with limits of not less than One Million Dollars (\$1,000,000) combined single limit per accident;

9.1.4 products and completed-operations liability insurance specifically covering cannabis goods sold, dispensed or distributed by Permittee, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate; and

9.1.6 crime/employee dishonesty/on-premises and in-transit money and securities coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

9.2 Permittee shall defend (with Counsel reasonably approved by the City), indemnify, and hold harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the business permit and any land use entitlement related thereto, iv) the processing of the business permit and any land use entitlement related thereto, v) any amendments to the approvals for the business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to

Permittee, x) the operation of Project or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or local laws by Permittee or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

9.3 City may (but is not obligated to) defend such a challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. Permittee shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by Permittee, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City. The Permittee shall have the right, at its sole cost and expense, to participate in the defense of any such challenge with counsel of its choosing. The City shall reasonably cooperate with Permittee in coordinating the defense, including sharing relevant non-privileged information and consulting in good faith regarding strategy; provided, however, that the City shall retain sole control over the defense and settlement of the matter. Permittee shall have the right to intervene in any such proceeding as a party, to the extent permitted by applicable law. The City shall not unreasonably withhold, condition, or delay its consent to such intervention; provided that such intervention does not, in the City's reasonable determination, compromise its legal positions, defenses, or immunities.

9.4 The City may require that Permittee fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the agreement on limitations of City's liability, and certifications, assurances warranties, and indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, City may require that Permittee, within 30 days of the filing, deposit an initial sum of \$25,000 to the Fund to reimburse my portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall, once established, at all times contain an amount necessary to cover not less than three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. The City may, from time to time, in the City's sole and absolute discretion, request additional deposits from the Permittee to ensure the fund balance is adequate to defend any claim, action or proceeding, including appeals related thereto. Once all remaining and outstanding reimbursements have been paid to the City by Permittee, City shall return to Permittee any remaining unused portion of my deposit.

10. Hold Harmless.

10.1 Permittee hereby waives, releases, and holds harmless the City of Sutter Creek and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to my application for a business permit, the issuance of the business permit, the process used by the City in making its decision, the enforcement of the conditions of the business permit, or the cannabis business' operations.

10.2 Permittee hereby waives, releases and holds harmless the City and its Council, boards and commissions, officers, officials, employees, and agents from any and all actual and alleged claims, losses, damages, injuries, liabilities, costs (including attorney's fees), suits or other expenses which arise out of, or which are in any way relate to: (1) any repeal or amendment of any provision of the Sutter Creek Municipal Code or Zoning Ordinance relating to commercial cannabis activity; or (2) any investigation, arrest or prosecution of Permittee, operators, employees, clients or customers, for a violation of state or federal laws, rules or regulations relating to cannabis activities.

10.3 The provisions of this subsection shall survive the termination or expiration of this Agreement for any reason.

11. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Permittee as follows:

11.1 Expeditious Services. City shall process applications and address questions and concerns raised by Permittee representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon Permittee's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this Section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("Private Contractors") to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Permittee's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project's development processing. Permittee shall pay such costs and expenses of Private Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

11.2 Vested Rights. During the term of this Agreement, Permittee shall have the vested right and entitlement to develop and operate the Project in accordance with the Land Use Regulations, in addition to any operating standards found in the Municipal Code, which may be amended only to the minimum extent required to address an imminent and specifically identified public health or safety hazard, provided that: (i) the City Council adopts written findings identifying the specific hazard and the minimum amendment necessary to address it; (ii) Permittee receives at least thirty (30) days prior written notice of the proposed amendment and an opportunity to comment; and (iii) any such amendment does not materially impair Permittee's ability to operate the Project as authorized herein. Nothing in this Section shall limit the City's reserved powers under California Government Code § 65865.4.

11.3 Building Permits and Other Approvals and Permits. Subject to (a) Permittee's compliance with this Agreement, the Project approvals, and the Municipal Code; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Permittee promptly upon application therefore all necessary use permits, building permits, occupancy certificates, permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

11.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

12. Effect of Agreement.

12.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Permittee the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefit which they otherwise would not receive.

12.2 Binding on City. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions, unless subsequent action is taken by the City, whether by ordinance or resolution of the City Council, by referendum, initiative, or otherwise. As long as the Development Agreement is in good standing, the Permittee shall have a right to a business permit.

12.3 Future Conflicting Local Laws. Notwithstanding any other provision of this Agreement, a conflicting City Law enacted after the Execution Date shall apply to the Project only if: (i) it is required by changes in State or Federal law; (ii) the City Council adopts written findings that the change is the minimum necessary to address an imminent and specifically identified threat to public health or safety; or (iii) it is agreed to in a written amendment signed by both Parties pursuant to Section 13.2 of this Agreement. The Parties acknowledge that the City's approval of this Agreement constitutes a legislative action subject to referendum; however, the Parties intend that the vested rights granted herein shall be enforceable against any subsequently enacted City Laws to the maximum extent permitted by California Government Code sections 65864 et seq.

13. Specific Criteria Applicable to Development of the Project.

13.1 Applicable Ordinances. Except as set forth in the Project approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Permittee shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Permittee shall abide by the California Building Standards Codes in effect at the time of such applications, and (c) development shall be consistent with current operating standards as set forth in the Municipal Code.

13.2 Amendment to Applicable Ordinances. Any change to the Existing Land

Use Ordinances that conflicts with the Project approvals shall nonetheless apply to the Project if, (i) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (ii) it is required by changes in State or Federal law; or (iii) it is otherwise expressly permitted by this Agreement.

14. Supersedure of Subsequent Laws or Judicial Action.

14.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new decision issued by a court of competent jurisdiction (a “Decision”), enacted or made after the Execution Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Permittee and City shall have the right to challenge the new Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect, except that the Term shall be extended, in accordance with Section 3.1 above, for a period of time equal to the length of time the challenge was pursued, to the extent such challenge delayed the implementation of the Project.

14.2 The Parties recognize that California adopted, through ballot initiative, the AUMA and may adopt through initiative or legislative action other laws and regulations pertaining to either medical or adult use of cannabis. The Parties intend through this Agreement that Permittee shall have the right for retail sales of cannabis as allowed by current State Cannabis Law, pertaining to Commercial Cannabis Activity. To the extent the changes in California law change the legal process or structure by which cannabis retailers can or may operate (i.e. for-profit vs. non-profit entities, size of licensees, etc.), the Parties intend this Agreement to be flexible to allow such changes and may alter the procedures specified herein, or otherwise, as may be necessary.

15. CEQA. The City has reviewed the Project pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code § 21000 et seq.) and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), and has determined that the Project, including this Development Agreement, is categorically exempt from CEQA on two independent grounds: (a) State CEQA Guidelines section 15301 (Existing Facilities), because the Project involves the minor alteration of an existing private commercial structure, with no expansion of the building and no more than a negligible change in the nature or degree of the existing or former use; and (b) State CEQA Guidelines section 15061, subdivision (b)(3) (the common-sense exemption), because it can be seen with certainty that there is no possibility the Project will have a significant effect on the physical environment. The City has further determined that no exception under State CEQA Guidelines section 15300.2 applies, including the ‘unusual circumstances’ exception, and that the materials submitted in opposition do not constitute substantial evidence of a significant physical environmental effect. A Notice of Exemption shall be filed with the County Clerk-Recorder upon City Council approval of this Agreement. No Initial Study, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report is required for this Project.

16. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the Municipal Code, inclusive of such California and international codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

17. Review for Compliance.

17.1 Periodic Review. Pursuant to California Government Code section 65865.1, City shall engage in an annual review of this Agreement, on or before the anniversary of the Execution Date, in order to ascertain Permittee’s good faith compliance with its terms (the “Periodic Review”). In the event City fails to formally conduct such annual review, Permittee shall be deemed to be in full compliance with the Agreement.

18. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in California Government Code section 65865.1 or California Government Code section 65868.

19. Reserved.

20. Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

21. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by telecopier or facsimile (“Fax”) machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to City:

City of Sutter Creek
Attention: City Manager
18 Main Street
Sutter Creek, CA 95685

If to Permittee:

440 N Barranca Ave #8433
Covina, CA 91723
Attention: Legal Notices

With copy to:

Embarc 1125 I St
Sacramento, CA 95814
Attention : Legal Notices

Notices sent in accordance with this Section shall be deemed delivered upon the: (a) date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); (b) date of actual receipt (if personally delivered by other means); (c) date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or (d) date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

22. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Permittee shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Permittee’s rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Permittee that specifies the nature of such default. If such default is not cured by Permittee within thirty (30) calendar days after receipt of such notice of default, City may terminate Permittee’s rights under this Agreement. In the event that a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Permittee against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

23. Entire Agreement. This Agreement and the **Exhibits A through H** herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

24. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Without limiting the foregoing provision, the Parties specifically agree that the Retail Fee (§ 4.7) and the Community Fund contribution (§ 8.5) are severable from the remainder of this Agreement. Permittee’s vested rights and authority to develop and operate the Project constitute independent consideration supported by Permittee’s covenants under this Agreement (including its operating, security, good-neighbor, and community-benefit obligations) and are not contingent upon the validity or payment of the Retail Fee or the Community Fund contribution. If the Retail Fee or the Community Fund contribution is held invalid or unenforceable by a final judgment, (i) that provision shall be severed and the remainder of this Agreement, including Permittee’s rights to develop and operate the Project, shall continue in full force and effect, and (ii) the Parties shall negotiate in good faith a lawful, mutually acceptable replacement charge or

arrangement consistent with the court's ruling. The Parties intend that any challenge to the financial provisions of this Agreement shall not impair the continued operation of the Project.

25. Attorneys' Fees. In the event any Party hereto brings an action or proceeding for a declaration of the rights of the Parties, for injunctive relief, for an alleged breach or default, or any other action arising out of this Agreement, or the transactions contemplated hereby or institutes a reference or arbitration proceeding as may expressly be permitted by the terms of this Agreement, the prevailing Party in any such action shall be entitled to an award of actual attorneys' fees and costs incurred in such action or proceeding, without regard to any rule of court or schedule of such fees maintained by the court, in addition to any other damages or relief awarded, regardless of whether such action proceeds to final judgment.

26. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

27. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

28. Estoppel Certificate. City shall, at any time and from time to time within ten (10) calendar days after receipt of written notice from Permittee so requesting, execute, acknowledge and deliver to Permittee a statement in writing: (a) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are no uncured defaults on the part of Permittee hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Permittee's written request, City shall issue a certificate of performance evidencing completion of any of Permittee's obligation(s) under this Agreement.

29. Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Permittee, in any manner, at Permittee's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Permittee and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the rights and privileges of Permittee herein.

30. Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Permittee may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Permittee and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to

modifications or amendments.

31. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in Amador County, California.

32. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

33. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. No other person or entity shall have any right of action based upon any provision of this Agreement.

34. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

35. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

36. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

37. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

38. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

39. Jointly Drafted. It is agreed among the Parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

40. Independent Legal Counsel. Each Party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

41. Further Cooperation. The Parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement.

The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

42. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

43. No Exclusive Rights. Nothing in this Agreement grants or shall be construed to grant Permittee any exclusive right, franchise, or monopoly to conduct Commercial Cannabis Activity in the City. The number of commercial cannabis retail permits authorized in the City is governed solely by the Municipal Code, as it may be amended from time to time. Permittee’s rights under this Agreement are limited to the vested land use entitlements expressly provided herein for the single permit authorized to Permittee.

44. Assignment Permitted at City’s Sole Discretion. The parties acknowledge that a commercial cannabis retail permit is personal to the licensed operator, that State Cannabis Law and the City’s regulatory interest require the City to know and approve the identity of the operator conducting Commercial Cannabis Activity at the Site, and that the City’s approval of this Agreement is based on the specific regulatory qualifications and licensing status of Permittee. Accordingly, Permittee may not assign, delegate, transfer, or otherwise convey any of its rights, duties, or obligations under this Agreement, whether voluntarily, involuntarily, by operation of law, merger, consolidation, sale of assets, change of control, or otherwise, without the prior written consent of the City, which consent may be withheld in the City’s sole discretion. Any attempted assignment, delegation, transfer, or conveyance without such prior written consent shall be null, void, and of no force or effect.

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

“CITY”

CITY OF SUTTER CREEK, CA
a California Municipal Corporation

Date: September 21, 2026

By: _____

Attest:

By: _____

Approved as to form:

By: _____

ACKNOWLEDGEMENT

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

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA }
COUNTY OF }
}

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 of Notary

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

“PERMITTEE”

Sutter Creek Responsible and Compliant
Retail LLC, a California limited liability
company

Date: September 21, 2026

By: _____

Attest:

By: _____

Approved as to form:

By: _____

ACKNOWLEDGEMENT

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 }
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On _____ before me, _____
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Signature of Notary

Exhibits

- A. Property Description
- B. Property Map
- C. Business Plan and Proforma
- D. Labor and Employment Plan
- E. Neighborhood Compatibility
- F. Security Plan (confidential)
- G. Community Benefits Plan
- H. Location and Site Plan

Exhibit A - Property Description

Parcel One:

Parcel B1 as shown and delineated on Parcel Map No. 2286 according to the Official Map thereto, filed for record on May 2, 1989 in Book 43 of Maps and Plats, page 63, Amador County Records.

Excepting therefrom all minerals and deposits below 200 feet from the surface of said land without the right of surface entry as reserved by George Allen, et ux by deed recorded October 1, 1945 in Book 23, page 132, Official Records of Amador County.

Parcel Two:

A non-exclusive driveway easement for ingress and egress over and across that certain parcel of land shown as Parcel B2 on Parcel Map No. 2286 lying within a portion of Section 18, T.6N., R.11E., M.D.M. and filed in the Recorder's Office of Amador County, California, more particularly described as follows:

Beginning at a 3/4 inch steel rod tagged L.S. 4658 marking the corner common to Parcel B1 and Parcel B2 and laying on the Southeasterly right of way line of Ridge Road as shown on said parcel map; said corner being the true point of beginning and having a radial bearing of South 22°59'51" East; thence along said Southeasterly right of way of Ridge Road through a curve to the right with a radius of 1,160.00 feet with a central angle of 2°11'51" a distance of 44.49 feet to a 3/4 inch steel rod tagged L.S. 4658; thence leaving said right of way line South 6°39'18" East, a distance of 85.06 feet to a point on the line common to said Parcels B1 and B2; thence along said common line North 36°59'03" West, a distance of 85.00 feet to the point of beginning.

Parcel Three:

All that portion thereof shown as roadway, parking, public utility easements, outside of existing buildings and future expansions thereof on said Parcel Map.

APN: 044-020-063-000

INDEX OF DRAWINGS

ARCHITECTURAL	
AS-101	SITE PLAN
A-101	FLOOR PLAN

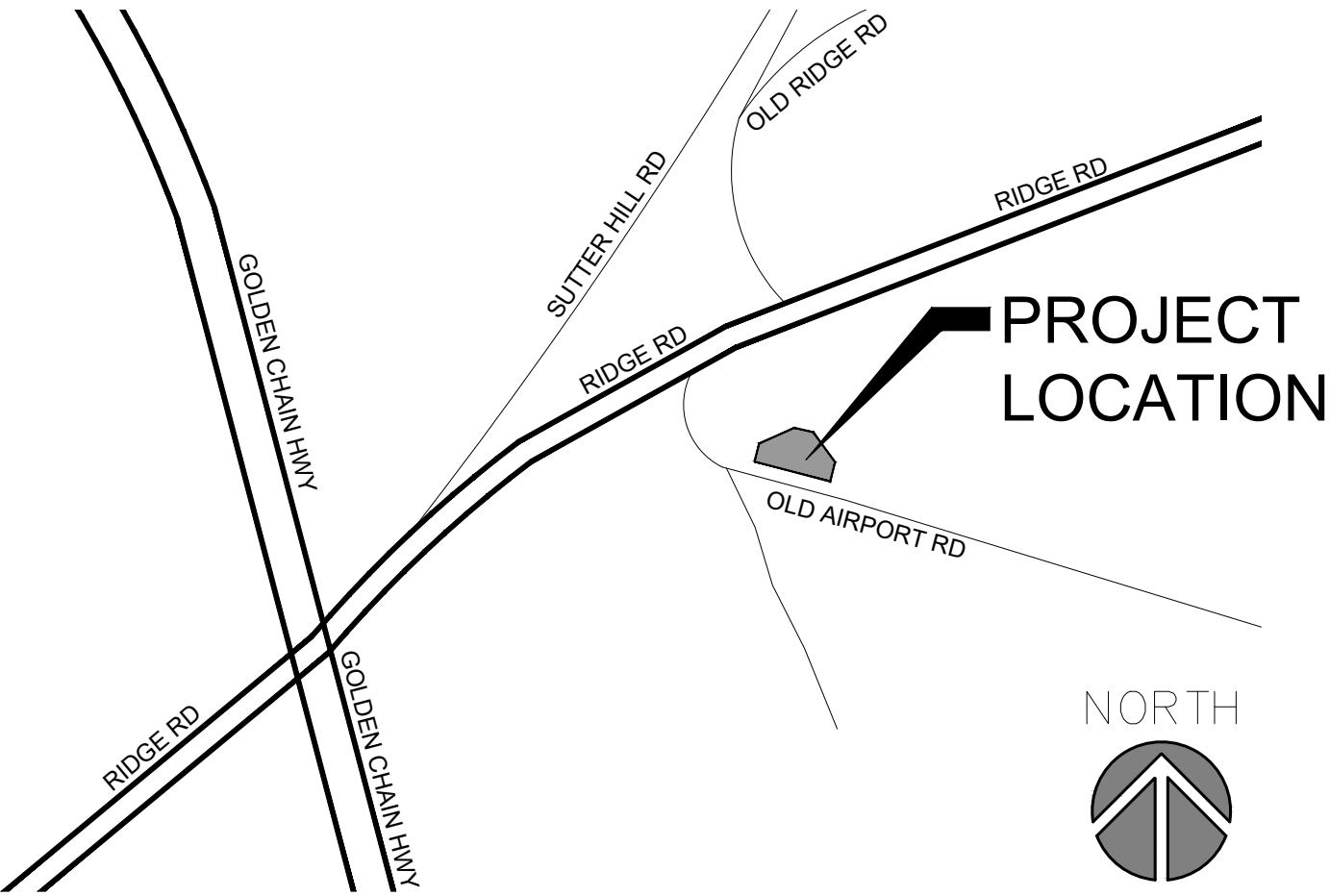
SITE ACCESSIBILITY NOTES

1. ACCESSIBLE PATH OF TRAVEL (POT), AS INDICATED SHALL COMPLY WITH 11B-402 OF THE CALIFORNIA BUILDING CODE. POT SHALL BE AN IDENTIFIABLE ACCESSIBLE ROUTE WITHIN AN EXISTING SITE, BUILDING OR FACILITY BY MEANS OF WHICH A PARTICULAR AREA MAY BE APPROACHED, ENTERED AND EXITED, AND WHICH CONNECTS A PARTICULAR AREA WITH AN EXTERIOR APPROACH (INCLUDING SIDEWALKS, STREETS AND PARKING AREAS), AN ENTRANCE TO THE FACILITY, AND OTHER PARTS OF THE FACILITY. ACCESSIBLE PATH SHALL BE:
 - 1.1. THE RUNNING SLOPE OF WALKING SURFACES SHALL NOT EXCEED 1:20 EXCEPT FOR SIDEWALKS, WHICH SHALL NOT EXCEED THE GENERAL GRADE ESTABLISHED FOR THE ADJACENT STREET OR HIGHWAY)
 - 1.2. CROSS SLOPE SHALL NOT EXCEED 1:48 (PER 11B-403.3).
 - 1.3. CLEAR WIDTH OF SIDEWALKS AND WALKS SHALL BE 48" WIDE MINIMUM (PER 11B-403.5.1).
 - 1.4. VERTICAL CHANGES IN LEVEL SHALL COMPLY WITH 11B-303.2 AND SHALL NOT EXCEED 1/4" MAXIMUM.
 - 1.5. BEVELED CHANGES IN LEVEL SHALL COMPLY WITH 11B-303.3 AND SHALL NOT EXCEED 1/2" MAXIMUM, TO INCLUDE A 1/4" VERTICAL AND 1/4" BEVELED WITH A SLOPE NOT EXCEEDING 1:2.
2. DOORS, DOORWAYS, AND GATES THAT ARE PART OF AN ACCESSIBLE ROUTE SHALL COMPLY WITH SECTION 11B-404, INCLUDING ALL GROUND LEVEL ENTRANCES AND EXITS.
3. PER 11B-203.5 MACHINERY SPACES, SPACES FREQUENTED ONLY BY SERVICE PERSONNEL FOR MAINTENANCE, REPAIR OR OCCASIONAL MONITORING OF EQUIPMENT SHALL NOT BE REQUIRED TO COMPLY WITH CHAPTER 11B OF THE CALIFORNIA BUILDING CODE.

PROJECT SUMMARY

BUILDING DATA	
APN	044020063
JURISDICTION	CITY OF SUTTER CREEK
ZONING	COMMERCIAL
CLIMATE ZONE	12
SITE AREA	10,890 SF/0.25 ACRES
OCCUPANCY CLASSIFICATION	M, S-1
TYPE OF CONSTRUCTION	VB
SPRINKLERED	NO
OCCUPANCY SEPARATIONS	NO
TOTAL EXISTING BUILDING AREA	2,682 SF
EXISTING TENANT AREA	2,682 SF
TENANT IMPROVEMENT AREA OF WORK	2,682 SF
PROPOSED NEW AREA	NO ADDED AREA - TENANT IMPROVEMENTS ONLY

VICINITY MAP



- DEVELOPMENT NOTES:
1. THE PROPOSED CANNABIS RETAIL BUSINESS CONFORMS WITH THE GENERAL PLAN, AND THE LOCAL COMMUNITY PLAN.
 2. THE PROPOSED CANNABIS RETAIL BUSINESS COMPLIES WITH THE ZONE DISTRICT DEVELOPMENT STANDARDS AND ALL OTHER RELATED DEVELOPMENT STANDARDS.
 3. THE PROPOSED CANNABIS RETAIL BUSINESS IS ADEQUATE IN SIZE AND SHAPE TO ACCOMMODATE THE YARDS, WALLS, FENCES, PARKING AND LOADING FACILITIES, LANDSCAPING, AND ALL ITEMS REQUIRED FOR THE DEVELOPMENT.
 4. THE PROPOSED CANNABIS RETAIL BUSINESS IS SERVED BY HIGHWAYS ADEQUATE IN WIDTH AND IMPROVED AS NECESSARY TO CARRY THE KIND AND QUANTITY OF TRAFFIC SUCH USE WILL GENERATE.
 5. THE PROPOSED CANNABIS RETAIL BUSINESS IS PROVIDED WITH ADEQUATE ELECTRICITY, SEWERAGE, DISPOSAL, WATER, FIRE PROTECTION, AND STORM DRAINAGE FACILITIES FOR THE INTENDED PURPOSE.
 6. THE PROPOSED CANNABIS RETAIL BUSINESS DEMONSTRATES COMPATIBILITY WITH THE SURROUNDING CHARACTER OF THE NEIGHBORHOOD AND BLEND IN WITH EXISTING BUILDINGS. THE ESTABLISHMENT LOOKS SIMILAR TO OTHER NEARBY BUILDINGS.

- CANNABIS BUSINESS ACTIVITY NOTE:
1. NO CANNABIS CULTIVATION WILL BE CONDUCTED
 2. ALL CANNABIS ACTIVITY LIMITED TO COMMERCIAL BUSINESS
 3. ALL CANNABIS ACTIVITY WILL BE CONDUCTED WITHIN BUILDING INTERIOR
 4. NO CANNABIS OR CANNABIS PRODUCTS OR GRAPHICS DEPICTING CANNABIS OR CANNABIS PRODUCTS SHALL BE VISIBLE FROM THE EXTERIOR OF ANY PROPERTY ISSUED A COMMERCIAL CANNABIS BUSINESS PERMIT, OR ON ANY OF THE VEHICLES OWNED OR USED AS PART OF THE CANNABIS RETAIL BUSINESS. NO OUTDOOR STORAGE OF CANNABIS OR CANNABIS PRODUCTS IS PERMITTED AT ANY TIME.



1 SITE PLAN
1:10



NOTE:
SITE FULLY COMPLIES WITH T-24, ACCESSIBILITY STANDARDS; AND SUBJECT TO FIELD VERIFICATION.

SITE PLAN DISCLAIMER:
ALL SITE INFORMATION NOTED ON THIS PAGE WAS COLLECTED THROUGH COUNTY IMAGERY, GIS DATA, AND PARCEL RECORDS. NO SURVEY OF THE PROPERTY HAS BEEN CONDUCTED.

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF KM ARCHITECTURE, INC. AND MAY NOT BE DUPLICATED WITHOUT WRITTEN CONSENT OF KM ARCHITECTURE, INC.



KM Architecture, Inc.
A Full Service Architectural Practice
3420 COACH LANE
SUITE 9
CAMERON PARK, CA 95682
(530) 344-4073



EMBARC SUTTER CREEK
11 RIDGE RD
SUTTER CREEK, CA 95685

CONDITIONAL USE PERMIT

APN:
044020063

Drawn By
A. ICMAT
Project Architect
KIRK MILLER
Scale
AS NOTED
Date
04/29/2026
Project Number
20112.42
This drawing is not final or to be used for construction until the Architect's seal and signature appear above.

SHEET TITLE
OVERALL SITE PLAN

MARK	DESCRIPTION	DATE
CUP	SUBMISSION	
SHEET NO.		

AS-101

BUSINESS PLAN

Embarc is proposing to operate a retail dispensary in the City of Sutter Creek. As further detailed below, Embarc's operational plan has been designed to meet or exceed all State regulations.

Embarc has implemented industry-leading best practices perfected over decades of collective operational experience at some of the State's most respected dispensaries, along with input from our team which has been responsible for more than 2,000 retail stores across the globe, and valuable lessons learned from successfully operating Embarc's existing retail footprint of 17 operational stores.

Embarc's operating procedures and best practices are contained in our internal business plan, operating plan, employee handbooks, employee training program, and numerous other resources. In total, there are over **450 pages** of material specific to Embarc's operating procedures, policies, and best practices. Given that many of these materials are proprietary and this business permit application is subject to a Public Records Act request, and in deference to the need for succinct application materials, we have included a detailed overview of how Embarc's best practices have been included in the Standard Operating Procedures (SOPs) informing day-to-day operations.

PHYSICAL FUNCTIONALITY

Our layout and customer flow have been designed to maximize security, compliance, and an optimal consumer experience. It has been broken down into five sequential components, as further outlined below.

1. GREETED: Guests access the Screening Lobby, where they are welcomed by staff and undergo immediate identification and age verification protocols. While this is a strict compliance protocol to ensure patrons are appropriately aged to access the facility, staff are trained to ensure this feels like a warm and inviting experience.

2. INTRODUCED: Once identification and age are verified and based on customer flow in the Retail Sales Area, guests will either then be allowed to move directly from the Screening Lobby into the Retail Sales Area or asked to stay in the waiting area until space permits. The waiting area of the Screening Lobby has been designed with the customer in mind. Here you will find educational materials regarding cannabis as well as community-specific activations and installations.

3. GUIDED: After entering the Retail Sales Area, guests are greeted by a retail sales associate, called a "Guide." Guides take the guest through product selection, answer questions, and provide individualized suggestions. If there is a line of customers when a guest first enters the Retail Sales Area, the guest will queue appropriately.

4. CHECKOUT: Once the customer has selected products, their Guide will facilitate the transaction at a point-of-sale station. Purchased products are placed into an opaque exit package and guests are reminded to always keep their products stored in the product's compliant child-proof packaging to prevent accidental youth access. The easily identifiable exit package allows Security Officers to monitor customers exiting the building.

5. EXIT: Guests are thanked for coming and are directed to exit through the exit path. Pursuant to our neighborhood compatibility and operational policies, customers will not be permitted to loiter on the property.

CUSTOMER CHECK-IN PROCEDURES

Embarc utilizes state-of-the-art technology, onsite security, and customer experience protocols to ensure no person under the age of 21 (or 18 with a valid physician's recommendation and/or medical card) is permitted access. These protocols have been proven to ensure no person enters the Retail Sales Area until their identification has been verified, including age, identity, and validity of medical recommendation, if one is provided.

Guests will enter utilizing the designated main entrance to the building, where signs will be posted clearly and legibly stating that no person under the age of 21 is permitted to enter. The premises will have a clearly labeled entrance door, which will lead into the access-controlled reception area, functioning as a Screening Lobby.

A robust surveillance network complemented by viewing stations will allow for pre-screening of those approaching the business, ensuring only those who can be certainly identified on camera will be granted access into the Screening Lobby to initiate the check-in process and that youth are not able to access the facility.

Upon entry, a guest is greeted in the secure Screening Lobby area by an employee who visually inspects the guest's identification card before scanning it into Embarc's track-and-trace/point-of-sale software, which automatically inputs necessary identity verification and compliance information into our point-of-sale (POS) system. As a redundant layer of security, the reception employee may also scan the identification card using a portable age verification device such as the CAV-2000 (or a similar model, depending on technology at the time of operations). As defined by State law, acceptable forms of identification include:

- A document issued by a federal, State, county, or municipal government, or a political subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, height, gender, and photo of the person;
- A valid identification card issued to a member of the Armed Forces that includes the person's name, date of birth, and photo; or
- A valid passport issued by the United States or by a foreign government.

To protect against any guest accessing the Retail Sales Area prior to identification verification, the Screening Lobby physically prevents access to the

Retail Sales area until after identification verification is complete.

Medical Patients & Caregivers

If the potential customer is between 18 and 20 years old (and thus only able to access the facility as a medical patient or caregiver), Embarc will confirm the customer's possession of a valid identification card utilizing the identification verification process previously outlined as well as a physician's recommendation and/or Medical Marijuana Identification Card using our Medical Patient and Caregiver Access Verification Protocol. Pursuant to State law, physician's recommendations will not be obtained or provided at our location. No person under the age of 21 will be allowed access to the Retail Sales Area without the following verification protocol:

1. If the patient produces a physician's recommendation, staff will verify that the doctor's license is active and in good standing using the California Medical Board's online license verification program, BreEZe; and upon verification that the physician's license is in good standing and active, the staff member will utilize the online verification system provided by the doctor to verify that the medical recommendation is valid. If no online platform is available, the staff member will call the physician's office and manually verify the recommendation.
2. If the patient produces a State-issued medical identification card, the staff member will utilize the official website administered by the California Department of Public Health to verify the patient's identification card using the assigned nine-digit Unique User Identification Number.

Once the above procedures are complete, the following outcomes are possible:

- The patient is properly verified, their information is entered into Embarc's POS system, and their records are stored in a

HIPAA-compliant database to meet State guidelines for record retention, or

- The patient's verification fails, and they are asked to promptly leave the premises and only return with valid documentation.

Once age and identity verification are complete, the reception employee completes the guest's profile. This information is properly stored pursuant to all cannabis and general advertising laws and regulations. The guest is then provided access into the Retail Sales Area, where they are greeted by a Guide (retail sales associate) or, if at capacity, are invited to wait in the Screening Lobby seating area. The patient will be asked to show the government-issued identification and, if applicable, a doctor's recommendation or MMIC card again at the POS station at the time of purchase.

POINT-OF-SALE

Embarc intends to utilize Treez as its point-of-sale (POS) system in Sutter Creek. Treez is an enterprise-quality retail management software built using the most sophisticated security systems available to increase security and productivity, resulting in faster transaction times and more secure monitoring.

Treez tracks and reports on all aspects of commercial cannabis activity, including but not limited to, cannabis tracking, inventory data, gross sales (by weight and by sale), and other information deemed necessary by the City. Embarc will ensure that the Treez system is compatible with the City's record-keeping systems and can produce historical transactional data for review.

Treez POS software manages and stores transaction information, including records, reports, manifests, and any other documents generated by Embarc. Per State requirements, this data is stored both physically and electronically in the cloud for a period of at least seven years. Importantly, Treez maintains the confidentiality of all customer and patient data and records.

Treez is an integrated software platform that automatically enforces best practices with a focus on compliance and loss prevention. Unique features of the Treez system include, but are not limited to, the following:

ACCURACY: Customizable inventory locations mirror the physical workings of the store and segment inventory by medical or recreational status, fulfillment type, or sales channel to ensure accurate inventory at all times.

FULFILLMENT: A centralized dashboard streamlines processes across in-store, express, and pickup orders and captures orders from all eCommerce marketplaces and fulfills them from a single place to ensure real time inventory management.

COMPLIANCE: Built-in tools to safeguard against selling over State-specific purchase limits, dynamic tax collection based on product type, customer classification, and delivery destinations, real time sale reporting to CCTT-MetrC, and insulation from track-and-trace outages using the proprietary TraceTreez automation layer.

Treez Interaction with CCTT-MetrC

Embarc will create and maintain an active and functional account within the CCTT-MetrC system prior to engaging in any commercial cannabis activity. The CCTT-MetrC system, often referred to as METRC or MetrC, is the State's selected track-and-trace provider – a standardized and centralized database for the State of California tracking all cannabis from seed to the point-of-sale.

Once the Embarc accounts and systems are linked, the Treez system utilizes an Application Programming Interface (API) to facilitate a direct online connection to MetrC.

Treez will then automatically interface with and push all the sales data to CCTT-MetrC in real time. This enables sales data from Treez to be uploaded directly to CCTT-MetrC, reducing the risk of diversion, loss, and theft while maintaining the integrity

and safety of cannabis products as they move through the supply chain. Furthermore, Treez allows Embarc to remain compliant with requirements that commercial cannabis businesses must have an accounting software system in place to provide POS data as well as audit trails for both product and cash, where applicable.

Embarc will designate one individual owner as the CCTT-Metric account manager. The account manager may authorize additional owners or employees as system users and will ensure that each user is trained on the system prior to its access or use. This designated track and track account manager will be responsible for ensuring that the Treez system conducts all required reporting to the DCC.

Embarc will monitor all compliance notifications from the system and timely resolve the issues detailed in the compliance notification. Embarc will keep a record, independent of the system, of all compliance notifications received from CCTT-Metric, and how and when compliance was achieved.

OPENING & CLOSING PROCEDURES

Embarc has established comprehensive opening and closing procedures designed to ensure safe, secure, and compliant operations while protecting employees, customers, inventory, and the surrounding community. These procedures have been developed collaboratively by Embarc's security, operations, and compliance teams and are informed by operational best practices refined through the company's existing operations throughout California.

Opening procedures begin approximately one hour prior to business operations and include coordinated security and management inspections of the premises, verification of alarm and surveillance systems, inspection of all entry points and emergency exits, and confirmation that all safes, locks, and secure storage areas are functioning properly and free of tampering.

Employee access to the building is controlled through secured access systems with role-based permissions to ensure that only authorized personnel may enter designated operational areas. Prior to opening, staff conduct store preparation activities including sanitation and cleaning of customer-facing areas, setup and testing of point-of-sale and operational systems, inventory restocking, cash drawer verification, and employee briefing meetings focused on operational updates, product education, customer service expectations, and daily responsibilities.

Closing procedures are overseen by store management and on-site security personnel and are designed to ensure that all inventory, currency, records, and operational systems are properly secured at the conclusion of business each day. These procedures include final customer transaction management, cash reconciliation and secure storage, inventory organization, sanitation and cleaning of the facility, shutdown and verification of operational systems, and inspection of surveillance, lighting, and alarm systems prior to arming the premises. Employees exit the facility in coordination with security personnel to maintain staff safety during closing operations.

All opening and closing activities are documented through standardized operational checklists and employee training procedures to ensure consistency, accountability, and compliance with all applicable state and local cannabis regulations. Embarc regularly reviews and updates these procedures as part of its ongoing commitment to operational excellence, public safety, and regulatory compliance.

HOURS OF OPERATION

The State restricts operating hours to between 6 am and 10 pm daily. Embarc anticipates operating between the hours of 8 am and 10 pm in Sutter Creek.

RECEIVING DELIVERIES

Embarc has developed proven delivery receipt protocols through existing operations that maximize public health and safety and eliminate impacts to neighboring uses. Embarc will confirm that we have already received the specific shipping manifest and certificate of analysis (COA) via CCTT-Metric prior to a scheduled delivery of a shipment of cannabis goods.

Embarc will not accept any delivery of cannabis or cannabis products without receiving a copy of the shipping manifest and COA containing necessary and accurate information from the licensed distributor or licensed microbusiness authorized to engage in distribution responsible for making the delivery.

Embarc will receive shipments of cannabis goods only from licensed distributors and/or licensed microbusinesses authorized to engage in distribution and only during business hours with advance notice. Shipments will enter the licensed premises through the rear of the building so as not to be visible to, or accessible by, the public.

Distribution schedules will be varied and will be maintained in confidence and only released to those with a business need-to-know in the moments prior to receipt of a distribution. Distributors will be required to notify Embarc of the approximate delivery time and shall include the name and photos of the distribution drivers scheduled as part of the pre-scheduling process.

Upon arrival, a Security Guard will allow the distributor into the licensed facility. The Manager will proceed to the Loading & Unloading Area. The Security Guard will remain in the area to monitor the delivery.

The vendor will be logged. Goods will be inspected for completeness, condition, and compliance. Compliant goods will be accepted and transferred into the track-and-trace account of Embarc. The door from the Loading & Unloading Area to the

Intake Area will remain closed and locked until the distributor has vacated the premises following the transfer. The Security Guard will escort the distributor out of the building and thereafter, the Security Guard will resume their duties.

Shipments of cannabis goods will be inspected for freshness and cannabis goods that have exceeded their expiration or sell-by date will not be accepted. Per State regulations, a shipment will either be accepted or refused in full.

Embarc will only accept deliveries during daylight hours and at staggered times to prevent predictability. Embarc will not allow shipments of cannabis goods to enter the licensed premises through an entrance or exit that is available to the public and will only accept deliveries through the secure vendor entrance.

Embarc will not engage in any packaging or labeling of cannabis or cannabis products and will not accept any cannabis or cannabis products from a distributor that are not packaged for final sale in a compliant manner. Embarc will not accept goods that have not passed laboratory testing as documented by a COA.

Inventory Management

When a shipment of cannabis goods arrives, Embarc will inspect the scheduled delivery's inventory and verify that the distributor or microbusiness authorized to engage in distribution has provided a hard copy shipping manifest. The hard copy shipping manifest will be inspected to verify that the shipping manifest contains the following information: name and type of the cannabis goods, UUIDs of the cannabis goods, amount of cannabis goods by weight or count, total wholesale cost of the cannabis goods, estimated times of departure and arrival, actual time of departure and arrival, name, license number, and address of all licensees involved, such as the cultivator, the transporter, driver's license number of anyone driving the transport vehicle and make, model, and license plate number of the vehicle used for transport.

When information in the shipping manifest is suspect or inaccurate, Embarc will seek clarification or correction from the distributor but refuse acceptance if warranted.

Embarc will reconcile all cannabis product package counts, labeling, and actual weights of the incoming shipment against the shipping manifest and CCTT-Metric. When there is a discrepancy in weight or package reconciliation, Embarc will record and document the discrepancy in the Treez system which also serves as its chosen internal seed-to-sale tracking system in CCTT-Metric and report the discrepancy to the Inventory Manager.

Embarc will inspect the shipment of cannabis or cannabis goods for freshness. When cannabis or cannabis goods have exceeded their expiration or sell-by date, Embarc will not accept them. Embarc will inspect the shipment's labeling and packaging and ensure that all cannabis or cannabis products are labeled and packaged for final sale. When there is a defect to a label or package, or any is missing, Embarc will refuse the shipment.

Embarc will confirm that cannabis goods in the shipment have all passed required testing. If the products have not passed testing, Embarc will refuse the shipment. If the physical shipment and the shipping manifest are accurate, Embarc will sign the manifest. If the products or paperwork do not meet the above standards and Embarc refuses the shipment, we will record the refusal in CCTT-Metric and indicate on the relevant manifest, invoice and/or sales receipt the specific reason for rejection.

Embarc will follow detailed steps as further outlined in our SOPs to accept a transfer in CCTT-Metric, will immediately place the inventory in the designated Secure Product Storage Room and will retain the manifest, bills of lading, any certificates of analysis, and any sales invoices or receipts in Embarc's inventory tracking records for seven years. We will ensure that all records are legible,

securely stored and are easily accessible upon request from local and/or State regulators.

Types of records produced and maintained when acquiring new inventory will include a shipping manifest, a sales invoice or receipt, a bill of lading, and a COA. The sales invoice or receipt will disclose, at minimum, Embarc's legal business name and license number.

Demonstrated Experience with the Department of Cannabis Control & Local Regulatory Agencies

Beyond standard regulatory compliance, Embarc has developed a uniquely collaborative working relationship with the California DCC. Over the past several years, the DCC has repeatedly engaged with Embarc for field training, regulatory education, and special event licensing, reflecting our reputation as a trusted operator with exemplary compliance systems. Our stores are recognized by the DCC as real-world examples of how regulated retail cannabis can operate safely, transparently, and in alignment with both the letter and spirit of state law.

EMBARC SACRAMENTO: Our Sacramento location, situated near the DCC's headquarters in Rancho Cordova, has become a hub for regulatory collaboration and education. DCC inspectors and staff frequently use the store as a live training environment, allowing new inspectors to observe compliant operations in real time, including age verification, inventory management, track-and-trace procedures, and sales transactions. In August 2025, the DCC filmed an educational video for its Retail ID Campaign inside the store, demonstrating how Metric's Retail ID system enhances transparency, traceability, and consumer confidence. The video highlights the consumer experience, showing how Retail ID QR codes link directly to certificates of analysis, ingredient lists, and product data.

EMBARC ALAMEDA: In October 2025, Embarc's Alameda store hosted the California Cannabis

Appeals Panel (CCAP) and DCC leadership for a comprehensive educational tour focused on real-world compliance execution. During the visit, our leadership team demonstrated how compliance is embedded into daily operations through technology, documentation, and oversight.

EMBARC WOODLAND: Our Woodland location exemplifies our proactive approach to public safety and local partnership through our collaboration with the Woodland Police Department. The store's exterior surveillance system is integrated with the City of Woodland's Flock Safety camera network, an advanced, citywide system that uses fixed and PTZ (pan-tilt-zoom) cameras to capture and securely share license plate and vehicle data with law enforcement. This integration allows the Woodland Police Department to access live and recorded footage from our exterior cameras in real time, supporting investigations, improving response times, and enhancing neighborhood safety. By linking our system directly into the City's Flock network, Embarc ensures full transparency and seamless coordination with local law enforcement while maintaining strict compliance with privacy and data security standards under both state and local law.

LOCAL LAW ENFORCEMENT: It is standard practice for Embarc to grant local law enforcement live feed access to our online surveillance viewing system. This access allows police departments to monitor our exterior and interior camera systems in real time, ensuring immediate visibility into store activity when needed for public safety or emergency response. All camera systems meet or exceed the DCC's security requirements and maintain continuous, high-definition recording for a minimum of 90 days. By granting direct access to local law enforcement agencies, Embarc promotes transparency, strengthens community trust, and enhances coordination in the event of incidents. This collaborative approach has been widely praised by law enforcement partners across multiple jurisdictions.

CALIFORNIA STATE FAIR CANNABIS EXHIBIT – EMBARC EVENTS: Embarc is proud to operate the nation's first state-licensed cannabis sales and consumption venue at the California State Fair in Sacramento, in partnership with the DCC and the City's Office of Cannabis Management. Launched in 2024 and continuing through 2025 and beyond, this historic activation has required an unprecedented level of coordination between our compliance team, DCC licensing officials, and multiple state and local enforcement agencies. Every aspect of the operation, from access control and ID verification to inventory tracking, odor mitigation, and waste management, undergoes multiple rounds of pre-event inspection and onsite review. DCC inspectors work directly alongside Embarc staff during event setup and live operations to verify compliance in real time.

OUTSIDE LANDS GRASS LANDS – EMBARC EVENTS: Since 2021, Embarc has served as the licensed operator of Grass Lands, the cannabis area of the annual Outside Lands Music Festival in San Francisco's Golden Gate Park. This partnership involves close coordination with the DCC, the San Francisco Office of Cannabis, law enforcement, and public health officials. Our team works through multiple pre-event inspections and rigorous compliance walkthroughs to ensure every aspect of sales, storage, and consumption adheres to both local and state regulations. The scale of Grass Lands, one of the largest and most visible regulated cannabis events in the country, requires exacting coordination and operational precision. DCC inspectors routinely conduct onsite evaluations during the festival, and our continued record of compliance has positioned Embarc as the benchmark for safe, responsible, and community-integrated event operations statewide.

Complying with State Law

We will ensure that Embarc is operating in a manner compliant with all applicable State and local laws, including the Medical Cannabis Collective Laws, the Medical and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), any subsequently

enacted State law or regulations, licensing requirements, City Cannabis Ordinances and Zoning requirements.

The Department of Cannabis Control (DCC) has established nearly 250 pages of detailed regulations governing commercial cannabis activity, and Embarc has deep experience managing compliance with these regulations across 17 operational storefronts. Our team's proven track record demonstrates our ability to navigate these extensive regulations, ensuring that all operations meet the highest standards of safety, compliance, and efficiency. We understand the State and local regulatory landscape has been designed to protect the health and safety of employees and the community at large.

For brevity, the following briefly summarizes compliance with the most relevant regulatory requirements.

§15000.1. GENERAL REQUIREMENTS: Embarc will obtain and maintain a valid license from the DCC for the premises at which commercial cannabis activity is conducted and will only conduct commercial cannabis activity between licensees. Embarc will only conduct commercial cannabis activities authorized by the license and on the premises licensed for the activity and all transfers of cannabis and cannabis product will be conducted by a licensed distributor. Embarc license will not be transferable or assignable to another person or premises, except as provided in §26050.2 of the California Business and Professions Code (CA BPC), and in the event of the sale or other transfer of the commercial cannabis business, changes in ownership will be made in accordance with §15023. Embarc will use its legal business name on all documents related to commercial cannabis activity.

§15000.5. RESPONSIBILITY FOR ACTS OF EMPLOYEES AND AGENTS: Embarc acknowledges that the act, omission, or failure of an agent, officer, representative, or other person acting for or employed by Embarc, within the scope of their employment

or office, will in every case be deemed the act, omission, or failure of Embarc.

§15000.6. AGE RESTRICTION: Embarc will not retain or employ anyone under the age of 21.

§15000.7. STORAGE OF INVENTORY: Embarc will store all inventory on the licensed premises and within a limited-access area. No cannabis goods will be stored outdoors. Employee break rooms, changing facilities, and bathrooms will be separated from all storage areas.

§15002. ANNUAL LICENSE APPLICATION REQUIREMENTS: Embarc will comply with all license submission and maintenance requirements as specified by the DCC.

§15025. ADDITIONAL PREMISES REQUIREMENTS FOR RETAILERS AND MICROBUSINESSES AUTHORIZED TO ENGAGE IN RETAIL: Embarc will only serve customers who are within the licensed premises, or at a delivery address that meets DCC requirements. Embarc will not sell or deliver cannabis goods through a pass-out window or slide-out tray to the exterior of the premises and will not operate as or with a drive-in or drive-through. No cannabis goods will be sold to any person within a motor vehicle, except for curbside delivery conducted pursuant to §15504. Alcoholic beverages will not be stored or consumed on the premises. Cannabis goods will not be dispersed in the air by an oil diffuser or any other vaporizing device. No cannabis consumption will occur onsite unless expressly permitted as a cannabis lounge and with appropriate State and local licensing.

§15034. SIGNIFICANT DISCREPANCY IN INVENTORY: Embarc will determine whether a discrepancy in inventory is significant based upon a five percent difference between the physical inventory and the inventory recorded in the track-and-trace system.

§15036. NOTIFICATION OF THEFT, LOSS, AND CRIMINAL ACTIVITY: Embarc will notify the DCC

and local law enforcement within 24 hours of discovery of any of the following: a significant discrepancy, as defined in §15034, in inventory; diversion, theft, loss, or any other criminal activity pertaining to operations; diversion, theft, loss, or any other criminal activity by an agent or employee pertaining to operations; loss or unauthorized alteration of records related to cannabis or cannabis products, customers, or employees or agents; or any other breach of security.

§15037. GENERAL RECORD RETENTION REQUIREMENTS: Embarc will keep and maintain the following records related to commercial cannabis activity for at least seven years: financial records, personnel records, training, contracts with other licensees, permits, licenses, and other authorizations to conduct commercial cannabis activity, security records, records relating to the composting or destruction of cannabis goods, documentation for data in the track-and-trace system, and all other documents prepared or executed by an owner or their employees or assignees in connection with the licensed commercial cannabis business. All required records will be legible and will be stored in a secured area where they are protected from debris, moisture, contamination, hazardous waste, fire, and theft. All records are subject to review by the DCC as well as other governmental agencies.

§15039. LICENSE POSTING REQUIREMENT: Embarc will prominently display all licenses on the premises where they can be viewed by agencies and within plain sight of the public. Embarc will post its DCC-issued QR Code, where it can be scanned from outside of the premises, at the size indicated in this section and of sufficient clarity that the code can be read by a smartphone or device capable of reading QR Codes from a distance of at least three feet.

§15040. ADVERTISING PLACEMENT & PROHIBITIONS: Any advertising or marketing that is placed in broadcast, cable, radio, print, and digital communications will only be displayed after Embarc has obtained reliable up-to-date audience

composition data (as defined in regulations) demonstrating that at least 71.6% of the audience viewing the advertising is reasonably expected to be 21 years of age or older; will not use any depictions or images of minors or anyone under 21 years of age; will not use any images that are attractive to children; will not imitate candy packaging or labeling or utilize the terms “candy” or “candies” or variants in spelling; and will not advertise free cannabis goods or cannabis accessories. Embarc will provide the DCC audience composition data for advertising or marketing upon request. If the DCC determines that audience composition data for advertising or marketing provided does not comply with these requirements, Embarc will remove the advertising or marketing placement. Any outdoor signs, including billboards, will be affixed to a building or permanent structure, will comply with the provisions of the Outdoor Advertising Act, commencing with §5200 of the CA BPC, if applicable, and will not be located within a 15-mile radius of the California border on an Interstate Highway or on a State Highway that crosses the California border.

§15040.1. MARKETING CANNABIS GOODS AS ALCOHOLIC PRODUCTS: Embarc will not market, advertise, sell, or transport cannabis goods that are labeled as beer, wine, liquor, spirits, or any other term that may create a misleading impression that the product is an alcoholic beverage.

§15041. AGE CONFIRMATION IN ADVERTISING: Prior to any advertising or marketing involving direct, individualized communication or dialogue, Embarc will use age affirmation to verify that the recipient is 21 years of age or older. Direct, individualized communication or dialogue may occur through any form of communication and a method of age verification is not necessary for a communication if Embarc can verify that it has previously had the intended recipient undergo a method of age affirmation and is reasonably certain that the communication will only be received by the intended recipient. Embarc will use a method of age affirmation before having a potential customer

added to a mailing list, subscribe, or otherwise consent to receiving direct, individualized communication or dialogue from Embarc.

§15041.1. BRANDED MERCHANDISE: Branded merchandise (non-consumable consumer goods utilized for advertising and marketing purposes) will include Embarc’s license number in a manner that is permanently affixed to the merchandise, legible, and clearly visible from the outside of the merchandise. It will not be designed in a manner attractive to children.

§15041.2, §15041.3, §15041.4, §15041.5, §15041.6 AND §15041.7. TRADE SAMPLES: Embarc will obtain trade samples in compliance with all pertinent regulations.

§15042. PREMISES ACCESS REQUIREMENTS: Only employees and other authorized individuals can access the licensed premises. All permitted non-employee individuals will be escorted by an employee at all times, and Embarc will maintain a record of all such access, including the name, company, reason for entry, date, and times entered and exited. These records will be available upon request. Embarc will never obtain compensation for such access.

§15043. LICENSEE EMPLOYEE BADGE REQUIREMENT: All agents, officers, or other persons acting for or employed by Embarc will display a laminated or plastic-coated identification badge issued by Embarc at all times while engaging in commercial cannabis activity. The identification badge will, at a minimum, include Embarc’s “doing business as” name and license number, the employee’s first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee’s face and that is at least 1” in width and 1.5” in height.

§15044 – §15047. VIDEO SURVEILLANCE SYSTEM, SECURITY PERSONNEL, LOCKS, & ALARM SYSTEM:

Embarc will comply with all regulations pertaining to security as outlined in §15044. – §15047.

§15047.1. – §15051. TRACK-AND-TRACE: Embarc will comply with all regulations pertaining to CCTT-Metrc, as outlined in §15047.1. – §15051.

§15052. RETURNS: Embarc may return cannabis and cannabis products to the originating licensee for lawful business purposes in accordance with the following:

- Cannabis and cannabis products will not be reprocessed, rebranded, relabeled, physically repackaged, have their expiration dates amended, or be modified in any way without prior approval from the DCC.
- Returns of cannabis and cannabis products will be recorded in the track-and-trace system on a return manifest that will contain the reason for the return.
- Cannabis and cannabis products will not be transported pursuant to a return unless Embarc and the licensee receiving the cannabis and cannabis products have both consented to the return.

§15052.1. ACCEPTANCE OR REJECTION OF SHIPMENTS: Embarc will accept or reject, in whole, shipments of cannabis or cannabis products. If Embarc receives a shipment containing any cannabis/products that were damaged during transportation, Embarc will reject that portion of the shipment that was damaged. If Embarc receives a shipment containing cannabis or cannabis products that is non-compliant with labeling requirements or exceeds its provided expiration date, Embarc will reject the portion of the shipment that is non-compliant with labeling requirements or expired. When rejecting a shipment of cannabis or cannabis products, whether in whole or in part, Embarc will record in the track-and-trace system and indicate on any relevant manifest, invoice, or sales receipt the specific reason for rejection.

§15400. ACCESS TO RETAILER PREMISES: Access will be limited to those over the age of 21.

§15402. CUSTOMER ACCESS TO THE RETAIL AREA:

Customers will only be granted access to the retail area to purchase cannabis goods after an Embarc employee has confirmed the individual's age and identity. At least one employee will be physically present in the retail area at all times a customer is present. Sales will only occur in the retail sales area, or via authorized delivery.

§15403. HOURS OF OPERATION: Embarc acknowledges that pursuant to State law, cannabis retail storefronts may operate between the hours of 6 am and 10 pm, but the business intends to operate between the hours of 8 am and 10 pm in Sutter Creek.

§15403.1. REQUIREMENTS WHILE NOT OPEN FOR BUSINESS: The licensed premises will be securely locked with commercial-grade, nonresidential door locks and equipped with an active alarm system at any time it is not open for retail sales.

§15404. RETAIL CUSTOMERS: Embarc will only sell cannabis goods to individuals after confirming their age and identity via an acceptable form of identification.

§15405. CANNABIS GOODS DISPLAY: Cannabis goods for inspection and sale will only be displayed in the retail area. Cannabis goods may be removed from their packaging and placed in containers to allow for customer inspection but will not be readily accessible to customers without the assistance of an employee, who must provide the container to the customer for inspection. Goods removed from their packaging for display will not be sold or consumed and will be destroyed when no longer used for display.

§15406. CANNABIS GOODS FOR SALE: Embarc will not make any cannabis goods available for sale or delivery to a customer unless they were received from a licensed distributor or licensed microbusiness authorized to engage in distribution and Embarc has verified that the cannabis goods have not

exceeded their best-by, sell-by, or expiration date if one is provided. In the case of manufactured cannabis products, the product must comply with all requirements of CA BPC §26130. The cannabis goods must have undergone laboratory testing as required by the DCC; the batch number must be labeled on the package of cannabis goods and must match the batch number on the corresponding Certificate of Analysis for regulatory compliance testing; the packaging and labeling of the cannabis goods complies with CA BPC §26120 and all applicable regulations within the Division as well as California Code of Regulations; and the cannabis goods comply with all applicable requirements found in the California statute and applicable State and local regulations.

§15407. SALE OF NON-CANNABIS GOODS: In addition to cannabis, Embarc may sell only cannabis accessories and branded merchandise and may provide promotional materials.

§15408. SALE OF LIVE PLANTS AND SEEDS: Embarc will only sell live, immature cannabis plants and cannabis seeds if all of the following requirements are met: the plant is not flowering, is shorter and narrower than 18 inches, and the plant or seed originated from a nursery that holds a valid license from the DCC or a licensed microbusiness authorized to engage in cultivation. Embarc will not sell any other live plants and will never apply nor use any pesticide, nor cause any pesticide to be applied nor used, on live plants.

§15409. DAILY LIMITS: Embarc will not sell more than the following amounts to a single adult-use cannabis customer in a single day:

- 28.5 grams of non-concentrated cannabis.
- 8 grams of cannabis concentrate as defined in CA BPC §26001, including cannabis concentrate contained in cannabis products.
- 6 immature cannabis plants.

Embarc will not sell more than the following amounts to a single medicinal cannabis patient, or to a patient's primary caregiver purchasing

medicinal cannabis on behalf of the patient, in a single day:

- 8 ounces of medicinal cannabis in the form of dried mature flowers or the plant conversion as provided in Health and Safety Code section 11362.77.
- 12 immature cannabis plants.

If a medicinal cannabis patient's valid physician's recommendation contains a different amount than the limits listed in this section, the medicinal cannabis patient may purchase an amount of medicinal cannabis consistent with the patient's needs as recommended by a physician and documented in the physician's recommendation.

The limits provided will not be combined to allow a customer to purchase goods in excess of any of the limits provided. We will be responsible for determining the amount of cannabis concentrates found in manufactured cannabis products sold to customers comply with the requirements set forth above.

§15410. CUSTOMER RETURN OF CANNABIS GOODS: Embarc will only accept returns of cannabis goods purchased from Embarc. We will not resell products that have been returned and will treat any cannabis goods abandoned on the premises as a return. Defective manufactured cannabis products returned by customers to Embarc will be destroyed pursuant to approved waste disposal practices or returned to the licensed distributor from which they were obtained.

§15412. PROHIBITION ON PACKAGING AND LABELING BY A RETAILER: Embarc will not accept, possess, or sell cannabis goods that are not packaged as they will be sold at final sale and will not package or label cannabis goods. We may place a barcode or similar sticker on the packaging of a cannabis good to be used in inventory tracking, but a barcode or similar sticker will not obscure any other required labels.

§15413. CANNABIS GOODS PACKAGING AND EXIT PACKAGING: All cannabis goods sold will comply with packaging. All purchases will not leave the premises unless placed in an opaque exit package. Immature plants and seeds are not required to be placed in resealable, tamper-evident, child-resistant packaging.

§15422. RECEIVING SHIPMENTS OF INVENTORY: Embarc will only receive a shipment of cannabis goods from a licensed distributor or licensed microbusiness authorized to engage in distribution and only within hours allowable by State law and local conditions. Shipments of cannabis goods will not enter the licensed premises through an entrance or exit that is available for use by the public.

§15423. INVENTORY DOCUMENTATION: Embarc will maintain an accurate record of its inventory and will be prepared to provide the DCC with the record of inventory immediately upon request. The record will include a description of each item such that the goods can be easily identified; the date and time the goods were received; the sell-by or expiration date (if any); the name and license number of the distributor; and the price paid for the goods (including taxes, delivery costs and any other costs).

§15424. INVENTORY RECONCILIATION: Embarc will be able to account for all its inventory. In conducting a reconciliation, Embarc will verify that the physical inventory is consistent with the records pertaining to inventory. The result of inventory reconciliation will be retained in our records and will be made available to the DCC upon request. If Embarc identifies any evidence of theft, diversion, or loss, we will notify the DCC and law enforcement.

Under California law, a Type 10 Retailer license authorizes both storefront retail sales and cannabis delivery from the licensed premises. Embarc's proposed operations will initially be limited to storefront retail sales. Prior to commencing any delivery operations, Embarc will provide the City Manager

and City staff with all applicable standard operating procedures, security protocols, and compliance documentation related to delivery activities to ensure compliance with all State and local requirements.

In summary and as previously stated, Embarc has hundreds of pages of documents designed to confirm with all State and local laws, regulations, industry best practices, and Embarc-specific proprietary procedures. The responses above are intended to provide a thorough overview of Embarc's comprehensive understanding of, and plans to conform to, pertinent laws. It is not exhaustive of Embarc's ongoing efforts to maintain compliant operations.

BUDGET

In summary and as previously stated, Embarc has hundreds of pages of documents designed to conform with all State and local laws, regulations, industry best practices, and Embarc-specific proprietary procedures. The responses above are intended to provide a thorough overview of Embarc's comprehensive understanding of, and plans to conform to, pertinent State and local laws, but are not exhaustive of Embarc's ongoing efforts to maintain compliant operations.

Embarc has developed the following detailed budget and has sufficient capital in place to fully fund startup costs and initial operations. This budget is based on practical experience from a team that has operationalized dozens of dispensaries across careers spanning every element of the legal cannabis supply chain, as well as actual costs and best practices after opening and operating 17 Embarc dispensaries throughout California.

Our budget specifically contemplates costs associated with construction, operations, maintenance, compensation of employees, equipment, property lease, security equipment and staff, City fees, state fees, utility costs, product purchases, and other anticipated contingency costs.

We have more than enough working capital reserved to cover construction and operationalization for the proposed Sutter Creek dispensary. Below are anticipated costs associated with construction and initial operationalization. These figures are informed by actual costs from other communities and have been verified by our construction team, which led the execution of Embarc's unique retail vision across multiple projects to date.

Uses of Capital	Amount
Equipment	\$100,000
Construction Costs, Leasehold Improvements	\$400,000
Financing Cost	-
Operations, Inventory Purchases	\$300,000
Operations, Maintenance	\$72,000
Operations, Professional Fees	-
Operations, Insurance	\$48,000
Operations, Other	\$57,612
Employee Compensation and Related Expenses	\$694,313
Property Lease, Security Deposit	\$16,000
Property Lease, Rent	\$72,000
Property Lease, Utilities	\$19,000
Security Equipment and Staff	\$120,000
Local Cannabis Business License and Application Fees	\$10,306
State Cannabis Business License and Application Fees	\$57,000
Total Startup Budget	\$1,966,231
Excess Working Capital	\$3,033,769
Total Uses of Capital	\$5,000,000

PRO FORMA

Preparing a thoughtful pro forma is an important component of evaluating the long-term viability and economic potential of this project. Embarc has worked diligently to develop projections informed by practical operating experience, market research, and the City's goals and expectations for community benefit generation.

While every cannabis market is unique and actual performance may vary based on market conditions, regulatory changes, competition, and consumer behavior, the projections below reflect an intentionally aggressive yet thoughtfully developed model intended to demonstrate the long-term potential of the proposed operation and its potential benefit to the City. Importantly, the pro forma anticipates a ramp-up period as the business establishes itself within the community, builds customer awareness, and develops a stable customer base over time. As with most new retail operations, particularly in emerging or underserved cannabis markets, revenue growth is expected to increase progressively throughout Years 1 through 5 as operations mature and consumer awareness expands.

Our five-year pro forma demonstrates Embarc's strong financial position, operational discipline, and long-term solvency. The model reflects Embarc's proven ability to launch and operate compliant, financially stable cannabis retail businesses throughout California, supported by a leadership team with extensive financial and operational expertise.

These projections illustrate that Embarc has both the financial capacity and operational experience to meet its long-term obligations, maintain regulatory compliance, and work toward delivering meaningful economic and community benefits to the City of Sutter Creek over time.

	Year 0	Year 1	Year 2	Year 3	Year 4	Year 5
Revenue						
Retail	-	\$6,228,954	\$6,914,139	\$7,536,411	\$8,214,688	\$8,954,010
Delivery	-	-	-	\$1,381,675	\$1,506,026	\$1,641,569
Total Revenue	-	\$6,228,954	\$6,914,139	\$8,918,086	\$9,720,714	\$10,595,579
Cost of Goods Sold						
Product COGS	-	\$3,041,806	\$3,526,211	\$4,548,224	\$4,957,564	\$5,403,745
Other COGS	-	\$31,145	\$34,571	\$44,590	\$48,604	\$52,978
Internal Community Investment Fund (1%)	-	\$62,290	\$69,141	\$89,181	\$97,207	\$105,956
Community Benefit Fee to City (8% - Pass Through)	-	\$498,316	\$553,131	\$713,447	\$777,657	\$847,646
Excise Taxes (15% - Pass Through)	-	\$934,343	\$1,037,121	\$1,337,713	\$1,458,107	\$1,589,337
Total Cost of Goods Sold	-	\$3,446,688	\$3,975,630	\$5,127,900	\$5,589,411	\$6,092,458
Gross Profit	-	\$2,782,266	\$2,938,509	\$3,790,187	\$4,131,304	\$4,503,121
% Margin	<i>nmf</i>	44.7%	42.5%	42.5%	42.5%	42.5%
Operating Expenses						
Employee Compensation	\$94,699	\$1,199,229	\$1,282,230	\$1,674,910	\$1,828,538	\$1,986,652
Safety and Security	-	\$240,000	\$247,200	\$254,616	\$262,254	\$270,122
Professional Fees	-	-	-	-	-	-
Advertising and Promotion	-	\$155,724	\$172,853	\$222,952	\$243,018	\$264,889
Rent	\$24,000	\$96,000	\$98,880	\$101,846	\$104,902	\$108,049
Utilities	\$6,000	\$25,000	\$24,720	\$25,462	\$26,225	\$27,012
Repairs and Maintenance	-	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
Custodian	-	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000

Insurance	-	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
California Cannabis Business License	-	\$57,000	\$96,000	\$96,000	\$96,000	\$96,000
Local Cannabis Business License	\$10,306	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
Office Supplies	-	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Meals and Entertainment	-	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Vehicles	-	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000
Employee Training	-	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
Uniforms	-	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
IT	-	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Point of Sale	-	\$18,000	\$18,000	\$18,000	\$18,000	\$18,000
Total Operating Expenses	\$135,005	\$1,933,453	\$2,082,383	\$2,536,286	\$2,721,438	\$2,913,224
EBITDA	(\$135,005)	\$848,813	\$856,125	\$1,253,901	\$1,409,866	\$1,589,896
<i>% Margin</i>	<i>nmf</i>	<i>13.6%</i>	<i>12.4%</i>	<i>14.1%</i>	<i>14.5%</i>	<i>15.0%</i>
Federal Income Taxes	-	\$584,276	\$617,087	\$795,939	\$867,574	\$945,655
State Income Taxes	-	\$69,731	\$70,377	\$105,541	\$119,328	\$135,243
Depreciation & Amortization	-	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Total Income Taxes and D&A	-	\$714,007	\$747,464	\$961,480	\$1,046,902	\$1,140,898
Net Income (Loss)	(\$135,005)	\$134,806	\$108,661	\$292,421	\$362,964	\$448,998
<i>% Margin</i>	<i>nmf</i>	<i>2.2%</i>	<i>1.6%</i>	<i>3.3%</i>	<i>3.7%</i>	<i>4.2%</i>

TIMELINE

Below please find a timeline for operationalization. This was created by our internal Development team which possesses an in-depth understanding and extensive experience with local government entitlement processes, planning, building plan checks, and permitting – of which is crucial for the efficient opening of a cannabis business.

Our team members have successfully operationalized dozens of cannabis licenses from the ground up in various jurisdictions. By applying our direct knowledge of local and State regulatory frameworks, we consistently adhere to or surpass our projected operational timelines. Once approved, we act swiftly, aligning with aggressive schedules to ensure operations commence without delay.

To that end, Co-founder and Chief Compliance Officer Dustin Moore has managed the entitlement for all 17 existing Embarc locations and has overseen more than 100 project-specific entitlements throughout his career in communities across California and the country. This experience ensures he is intimately involved in every aspect of entitlement and operationalization to ensure the project not only conforms with all requirements but also participates meaningfully in each community's broader development goals. It is because of this nuanced approach that we open quickly and in true partnership with the cities we serve.

This track record is demonstrable. Across all Embarc's operational communities, we have consistently been the first or among the first to initiate operations—even during the height of the COVID-19 crisis—often months or even years ahead of other license recipients. Such efficiency isn't a coincidence; it is the result of

a deliberate and strategic operational ethos. We don't just plan; we execute with precision and speed. This is a commitment we plan to uphold in Sutter Creek.

Based on our current understanding of the local development process, Embarc anticipates opening its doors in Sutter Creek in Q4 2026 and no later than early 2027. Because the building is currently developed and will only require basic tenant improvements, we anticipate construction can be completed quickly.

The schedule currently contemplates:

May, June	Staff Review of Application
July	Planning Commission
August	City Council
Sept	Submit Drawings Submit State & Local Licenses
Oct	Initiate Construction Initiate Hiring
Mid-Nov	Final Inspections Receive All Licenses In-Store Training Soft Opening
Dec	Grand Opening

The proposed tenant improvements for the conversion of the existing vacant bank building into a cannabis retail dispensary are anticipated to be minor in scope and completed within an estimated four (4) to six (6) week construction schedule following issuance of all required permits and approvals.

The project is primarily focused on interior cosmetic improvements, security enhancements, operational upgrades, and minor modifications necessary to support compliant cannabis retail operations while preserving the existing building footprint and primary building systems.

Given the property's prior use as a financial institution, the site already contains many physical and security-related features beneficial to dispensary operations, including an existing vault, teller counter infrastructure, secured access points, and a functional commercial layout. As a result, substantial structural modifications are not anticipated.

Proposed tenant improvements are expected to include:

- Interior painting, flooring, and general cosmetic upgrades;
- Installation of retail display fixtures, cabinetry, point-of-sale infrastructure, and customer queuing elements;
- Installation and integration of state-required security and alarm systems, including cameras, access controls, and monitoring equipment;
- Installation of exterior and interior signage consistent with local regulations;
- Limited partition modifications and finish carpentry associated with office, storage, and inventory areas; and
- Final health, safety, and life-safety inspections prior to occupancy.

Construction activities are expected to occur generally in the following sequence:

Week 1: Mobilization, demolition of minor non-structural elements.

Weeks 2–3: Interior finish work, installation of painting, cabinetry, retail fixtures, security infrastructure, and low-voltage systems.

Weeks 4–5: Final equipment installation, testing of surveillance and access-control systems, signage installation, punch-list completion, and cleaning.

Week 6 (if necessary): Final inspections, permit sign offs, staff setup and training, and preparation for operational readiness.

Because the project involves relatively limited tenant improvements within an existing commercial structure, construction impacts to surrounding businesses and adjacent properties are expected to be minimal and temporary in nature. No expansion of the existing building footprint or significant exterior site work is proposed.

LABOR & EMPLOYMENT PLAN

Embarc lives its values through action – providing wages that are among the highest in the industry and a plethora of industry-best benefits, as well as a proprietary education and training platform that fills the gap within the nascent industry and enables ongoing training and education that facilitates career growth.

Embarc will provide a competitive wage for hourly employees and a generous salary for management positions, as well as health and wellness benefits including healthcare, life insurance and more. Employee benefits extend beyond traditional offerings by including access to a suite of educational and professional development resources that provide tools to excel personally and professionally.

Integral to our commitment to our team is our commitment to strong labor partnerships and to the creation of a workplace that aligns with our employees' values. Embarc is a partner to and supported by the United Food and Commercial Workers Union (UFCW). This partnership goes beyond signing a Labor Peace Agreement (as required by California law) and instead includes Collective Bargaining Agreements for all Embarc locations – a testament to our commitment to true employee representation.

The following Labor & Employment Plan highlights tangible demonstrations of Embarc's commitment to business practices that ensure the empowerment, development and success of each team member. These are not just commitments for what we could implement in Sutter Creek, but rather what is in place today.

Employee Compensation

Embarc is committed to providing competitive and sustainable compensation to all employees, ensuring that every team member is compensated

above Sutter Creek's minimum wage and with access to robust benefits and advancement opportunities.

The minimum wage in Sutter Creek is \$16.90 per hour. Embarc pledges to pay hourly employees no less than \$18 an hour, excluding bonuses and other benefits – all of which further increase total employee earnings. Management positions will be paid an annualized salary and are also eligible for additional compensation including bonuses and benefits.

Embarc provides significant benefits to employees as part of their employment. In other communities where we operate, these benefits account for millions of dollars in additional investment into the local workforce. To the greatest extent possible, our wages, benefits, and operations are designed to provide every employee with the opportunity to maximize their compensation and professional development. These benefits include, but may not be limited to, the following:

HEALTH, DENTAL, & VISION: Employees will be offered a competitive benefits package that allows them to choose from health, vision, and dental insurance programs to best meet their needs. These benefits will be provided through the United Food and Commercial Workers Union, and the exact amount will be encapsulated in Embarc's Sutter Creek CBA. This ensures Embarc is contributing significantly, if not totally, to the cost of this coverage.

VACATION/PAID TIME OFF: Embarc offers generous paid time off to promote work-life balance and long-term employee satisfaction. Team members accrue paid vacation based on length of service, with annual accrual increasing with tenure. This structure rewards employee loyalty while ensuring adequate rest and recovery. Full-time employees may earn up to 160 hours (or 20 days) of paid vacation annually, with part-time employees accruing vacation on a prorated basis.

LEAVE: All Embarc employees accrue paid sick leave in accordance with California law and Embarc's internal policy, earning one hour of paid sick leave for every 30 hours worked, up to 40 hours annually. Sick leave can be used for personal illness, preventive care, or to care for a family member, ensuring employees and their loved ones have access to the support they need.

Embarc complies fully with all State and Federal family leave laws, including the California Family Rights Act (CFRA) and Paid Family Leave (PFL) programs. Eligible employees may take job-protected leave to bond with a new child, care for a seriously ill family member, or address qualifying family or medical needs.

Embarc proudly supports employees who serve in the armed forces or related service branches. In accordance with USERRA and the California Military and Veterans Code, employees are entitled to protected military leave, reinstatement rights, and continued benefits eligibility while serving. Additional leave includes but is not limited to:

- Maternity Leave
- Pregnancy Disability
- Bereavement Leave
- Jury Duty and Witness Leave
- Time Off to Vote
- Victims of Crime Leave
- Domestic Violence
- Sexual Assault or Stalking Leave and Accommodation
- Civil Air Patrol Leave
- Military Spouse Leave
- Organ & Bone Marrow Donor Leave
- School & Child Care Activities Leave
- Volunteer Civil Service Personnel
- Disability Leave

UNPAID TIME OFF: Embarc recognizes that life can present circumstances requiring extended time away from work. Employees may request personal leaves of absence of up to 30 days, with extensions granted when possible. Medical leaves

may be extended further based on certification from a licensed healthcare provider.

PAID VOLUNTEERISM: Embarc employees are afforded up to 40 hours per year of paid volunteerism. These hours are conducted with other Embarc team members through organized volunteerism efforts.

RETIREMENT: Embarc provides employees with access to a 401(k) retirement savings plan, offering a convenient and tax-advantaged way to plan for the future. Employees can contribute a portion of their earnings to build long-term financial security, with flexible options to manage their individual retirement goals. The benefit is designed to support team members in taking an active role in preparing for a stable and confident financial future.

LIFE INSURANCE: Embarc offers 100% employer paid premium life insurance policies, providing a sense of security for employees and their families.

EMPLOYEE DISCOUNT: Embarc employees enjoy meaningful discounts on products as part of our commitment to supporting access, product knowledge, and wellness. Team members receive a 30% discount on regular purchases, along with access to deeply discounted employee sample bags designed to keep our team informed about new brands and products. This benefit strengthens product expertise and reinforces our culture of education, engagement, and wellness.

EMBARC CARES: A FUND FOR TEAM MEMBERS IN NEED: Now more than ever, living our values means being a conscientious employer and supporting our employees inside and outside the four walls of our business. Embarc has established an Employee Assistance Program to provide emergency grants in times of crisis. The fund's purpose is to assist staff in coping with unexpected hardships that place undue financial stress on them and/or their immediate family, either due to a qualified disaster or personal hardship. These

awards are based on financial need and the severity of the disaster or emergency.

Importantly, these are not loans that must be paid back but monetary grants provided to address the economic impacts of the issue and help our team feel stable and secure rather than overwhelmed. We have found this grant program has made a meaningful impact on the lives of employees, creating a more open line of communication between the team, and providing a tangible demonstration of our commitment to the well-being of team members. Grants have been disbursed to address funeral expenses, travel to visit ailing parents, and emergency relocation, among others.

INTERNAL EMPLOYEE INCENTIVE PROGRAM: Embarc utilizes an incentive program intended to encourage employee performance and teamwork. Employees earn prizes and bonuses for reaching targets in attendance, cash handling, sales, education, compliance, and living our values.

Ultimately, Embarc has developed comprehensive wage and benefit plans to address the financial, physical, emotional, personal, and professional development needs of our employees. Given our partnership with UFCW, these wages and benefits will be encapsulated in a CBA to be ratified by employees in Sutter Creek, ensuring employees are represented, and these promises kept. These benefits are significant and demonstrate our commitment to the success of our team and their families.

Paid Training & Continuing Education

Embarc's robust paid education and employee training programs are integral to Embarc's business model and have a proven track record of creating an educated workforce. This plan is rooted in the fundamental belief in the value that ongoing education and learning bring to the organization. Rather than a one-size-fits-all approach, Embarc's policies and programs holistically facilitate the growth of its workforce through myriad

tools, resources, and programs aimed at fostering growth throughout the lifecycle of an employee's matriculation.

All employees are paid at their regular rate of pay for onboarding, initial training, mentorship/mentee hours, apprenticeships, approved educational courses, workforce development programs, job-specific skills coursework, and Flight School: Embarc's Proprietary Education Hub (education and training platform) courses.

Through the creation of workplace programs and policies that provide and reinforce the importance of training, and by providing significant opportunities for ongoing paid education and training, Embarc sets team members up to advance within the company and in their careers.

Onboarding & Initial Training

Employees must be positioned to succeed through thorough initial and ongoing education, training, and effective leadership at every level of the organization, providing direction and guidance for the current position as well as a roadmap for continued growth. It is critical that clear performance expectations are set, and a pathway for upward mobility is created to inspire and motivate team members.

Embarc will require employees to receive two weeks of training prior to the store opening with a focus on compliance, security, operational procedures, cannabis knowledge, and product-specific expertise. Upon one year of employment with Embarc, employees will be required to undergo an annual training course. After completing the two-week initial training, Guides will be required to complete various weekly, quarterly, and annual trainings. In addition to our existing ongoing training, Embarc is currently working with an expert in the fields of cannabis education and curriculum development to finalize additional modules within this robust internal training and matriculation program.

After employees are hired, and paperwork is complete, they undergo a two-week training consisting of three distinct tiers:

TIER 1 TRAINING – CANNABIS 101 (3 DAYS):

All employees must participate in our “Cannabis 101” training program that provides a broad overview of cannabis as a plant and a product. This training is also required of any contractors that have consistent interaction with Embarc guests such as our security team. This training details everything from the history of cannabis legalization in California; the laws and regulations that now allow for adult use cannabis, CBD, and THC; terpenes; and the State’s track-and-trace program, among others, and is critical to ensuring consistency in cannabis education. Importantly, given our focus on medical patients, it is vital that all employees understand cannabis’ medicinal use.

TIER 2 TRAINING – UNDERSTANDING EMBARC (2 DAYS)

Tier 2 Training details the company’s mission, vision, and goals; how values shape our desired interaction with guests, neighbors, and the community; the Employee Code of Conduct and what that means in practice; and community benefits, employee benefits, volunteerism, and ongoing engagement.

TIER 3 TRAINING – COMPLIANCE & BEST PRACTICES (5 DAYS)

While compliance is interwoven into every module during the training program, we also have a detailed Compliance & Best Practices tier before employees begin shadowing on the floor. During this training component, employees are provided an overview of cannabis compliance, and a detailed description of daily operations, including role-playing scenarios with mock guest identification verification, sales, purchases, inventory, and more.

After the two-week training is complete, employees begin shadow shifts. In the case of a new store opening, these are part of the role-playing scenarios included in Tier 3 training and are led by Store

Managers from other Embarc locations. After completing shadowing shifts, employees begin independent shifts. They are then engaged in ongoing education and training, as we understand that Guide education is an ongoing process.

Because the General Manager is ultimately responsible for the store’s day-to-day activities and performance, Sutter Creek’s General Manager will receive in-store training at one of Embarc’s existing locations prior to training the team and opening the store in Sutter Creek.

In addition to management employees, our structure includes “Leads” that have additional training and responsibility over their peers. Leads are provided additional training and resources as the intention is to develop them into management positions over time.

All team members, including Guides, continue to receive product education, compliance, and operational training throughout their tenure. This training includes ongoing education from our vendors and partners, product knowledge quizzes, weekly terpene profile discussions, and more. Continuous education is a component of our employee incentive plan and continuing to develop product and compliance knowledge is rewarded. This ensures the team continues to grow and evolve with the industry. When given the proper resources, education, and encouragement, team members thrive at Embarc and in their greater educational and career aspirations.

Paid Job-Specific Skills Training

Embarc encourages team members interested in increasing responsibilities or growing to a new position within the company to propose to management the coursework they would like to undertake to be considered for internal promotion. Examples include HR training and certification courses; accounting training and bookkeeping; and CAL/OSHA Certifications.

Opportunity Ladder

The burgeoning legal cannabis industry represents an opportunity to provide meaningful employment opportunities across the attainment spectrum. We welcome the opportunity to ensure working at Embarc can provide economic mobility rather than just a job. We achieve this by creating a deliberate opportunity ladder that recognizes barriers to entry and matriculation inherent in most hiring and operational practices and systematically works to eliminate them.

Methods of creating this opportunity ladder include, but are not limited to, the following:

- Prioritized internal promotions
- Regular performance reviews and individual development plans
- Access to ongoing training and education through Embarc’s proprietary education and training platform

Creating Long-Term Opportunity

A well-trained workforce is vital to creating a unique, differentiated experience for customers and is thus key to a successful operation. As is summarized here, Embarc provides employees with ample opportunities for paid education and training, including but not limited to a paid two-week initial onboarding, daily, quarterly, and annual paid product, customer service and compliance trainings, and paid mentorship to develop and hone new skills in subject areas they are interested in.

But educational and training opportunities to broaden and sharpen our employees’ skills is vital outside the shop as well. Our operating budget includes funds for educational tools, trainings, and resources to enhance team members’ experience in executing their professional functions.

These efforts have proven the value of taking a holistic approach to paid education and training, particularly given the legal adult-use market is still nascent in California, and there is little formal education and training available to provide career readiness in cannabis today. It is incumbent upon responsible operators to develop and implement

meaningful opportunities for matriculation, creating a clearly defined and supported pathway for ongoing career advancement that sets team members up for success.

Ultimately, Embarc has a proven track record of investment in the ongoing education and training of employees by providing free access to significant tools and resources and by ensuring significant paid working time is dedicated to ongoing development.

Employee Roles

Embarc anticipates the following approximate employee counts and roles within the Sutter Creek facility.

Role	Quantity
General Manager	1
Inventory & Ops Manager	1
Sales & Ops Manager	1
Sales & Ops Leads	3
Guides	9 - 12

General Manager

The General Manager oversees all dispensary operations, including team leadership, regulatory compliance, customer experience, staffing, inventory management, and financial performance. This role is responsible for ensuring efficient daily operations, maintaining compliance with state and local cannabis regulations, driving sales and community engagement, and fostering a positive and accountable workplace culture.

Inventory & Operations Manager

The Inventory & Operations Manager oversees all inventory control and operational functions for the dispensary, including product intake, compliance tracking, audits, vendor coordination, and inventory reporting. This role also supports daily store operations, staff leadership, regulatory compliance, and customer service to ensure efficient, compliant, and well-organized retail operations.

Sales & Operations Manager

The Sales & Operations Manager oversees customer experience, sales initiatives, daily store operations, and team leadership while supporting inventory management and regulatory compliance. This role is responsible for driving sales performance, implementing marketing and community engagement initiatives, maintaining operational efficiency, and ensuring a high-quality customer experience within a compliant retail environment.

Sales & Operations Leads

Sales & Operations Leads support customer experience, sales performance, and daily dispensary operations while assisting with team leadership and inventory management. This role focuses on delivering exceptional customer service, executing sales and marketing initiatives, maintaining operational compliance, and supporting efficient retail and inventory processes.

Guides

Guides provide front-line customer service and product education while supporting daily retail and inventory operations. This role assists customers with product selection, promotes a welcoming and compliant retail environment, supports sales initiatives, and helps maintain accurate inventory and operational standards.

LOCAL HIRING COMMITMENTS

Embarc commits to 100% local hiring, which will be achieved through partnership with and amplification by local organizations, as well as the local and regional connections of our future Community Advisory Board members (further detailed in the Community Benefits section of this proposal). These partnerships will ensure we can recruit effectively to build a local workforce.

As small business owners ourselves, we believe the health and welfare of residents are rooted in the need for quality employment opportunities. Embarc's commitment to 100% local hiring will provide meaningful employment opportunities for

locals. And equally importantly, it ensures our team will reflect the local customer base and serve as a component of our overarching efforts to reflect, benefit, and integrate into the community.

We will first target our recruitment efforts to those living within Sutter Creek city limits. When employees live in the same neighborhood where they work, they are more inclined to focus on positive neighborhood relations, community outreach, and volunteerism efforts as they are investing in their own neighborhood.

This will be achieved through a variety of tactics, including but not limited to hosting a neighborhood specific outreach program and geotargeted digital advertisements and job postings. We will prioritize interviews based on proximity to the location, so that positions are first filled by qualified applicants closest to the Sutter Creek community. Should we be unable to source sufficient qualified candidates from within the city itself, we will then expand our search to residents of Amador County. This demonstrates our commitment to keeping benefits local.

In each community where we operate, we have successfully achieved our goal of hiring from the local community we serve. We are confident in our ability to hire a local and diverse team to lead Embarc, ensuring our shop is run by Sutter Creek residents for Sutter Creek residents.

NEIGHBORHOOD COMPATIBILITY PLAN

Based on our experience operating compliant retail and delivery operations in 16 other communities, we understand the importance of proactivity in resolving potential issues before they arise, and that accessibility is vital to preventing concerns from escalating into issues. Embarc has a proven approach to neighborhood engagement and responsiveness, as well as a detailed plan to prevent and/or appropriately address community concerns before they rise to the attention of the City.

We will proactively work with community members, neighborhood leaders, and local businesses to build a synergistic relationship based on respectful dialogue and ongoing approachability and will establish meaningful partnerships that will ensure our reimagining of the proposed location serves as a net benefit to the neighborhood's health, safety, aesthetics, and economic viability, both for our proposed business and neighboring uses.

WHY SUTTER CREEK

Sutter Creek is exactly the kind of community our team is passionate about serving: a place with a strong sense of identity, a historic small-town character, and a deep connection between local businesses and the people who call the area home. For our team member who was raised in Sutter Creek, this project is especially personal. We are not approaching this as an outside operator simply looking to place another retail location on a map. We see an opportunity to thoughtfully integrate into the fabric of the community, create a welcoming and professionally operated storefront, and contribute positively to the long-term vitality of the area. From the design of the space to our approach to community engagement, our goal is to reflect and honor the character that makes Sutter Creek unique.

We also believe the proposed location at the intersection of Highway 49 and Ridge Road presents a

uniquely strong opportunity from both an economic and practical standpoint. Positioned along two of the region's primary travel corridors, we believe this site will be able to capture existing traffic flow while serving a broad geographic area that extends beyond Sutter Creek itself, including residents and visitors traveling throughout Amador County and the surrounding foothill communities. Rather than pulling activity away from the community, we believe the project can help generate additional economic activity in the area by drawing consumers already traveling through the corridor and encouraging them to stop, shop, and engage with neighboring businesses. The combination of strategic location, local passion for the community, and a thoughtful operational approach is what makes us excited about the opportunity to invest in Sutter Creek for the long term.

PREVENTING NUISANCE IMPACTS

Embarc's best practices are rooted in proactive steps to ensure our cannabis operations do not become a nuisance or negatively impact our neighbors or the surrounding community. Embarc will proactively engage with our surrounding neighborhood to respond to potential complaints regarding issues such as noise, light, odor, public consumption, loitering, littering, and vehicle and pedestrian traffic.

Embarc's best practices and Standard Operating Procedures (SOPs) ensure our business is a positive addition to the community and can be boiled down to three critical components—ensuring accountability and accessibility; proactively engaging the community and neighborhood; and creating tangible benefits for our neighbors.

Step 1: Accessibility & Accountability

The first step to avoiding becoming a nuisance or having negative impacts is accessibility and accountability with our neighbors and the City we serve. Embarc will provide the City and all neighboring businesses and residents within 1,000 feet with contact information for our Community

Liaison, to whom notice of any problems can be provided 24/7. The to-be-hired General Manager and our Government Relations Manager will be the Community Liaisons for outreach and communication with the community. Contact information will be posted on the facility's exterior and online. Embarc's owners and managers will attend meetings with the Sutter Creek City Manager or their designee to discuss retail cannabis implementation-related issues.

This will ensure accessibility at all levels for the neighborhood and the surrounding community. The Community Liaisons will be responsible for receiving, logging, and responding to any and all complaints and inquiries.

Embarc will encourage neighbors to report any impact, real or perceived, that they experience in relation to Embarc's operations and will dedicate all reasonable time and effort to resolving any such issue to the satisfaction of the impacted neighbor. This mitigation could include making a roaming Security Officer available to address nuisance activities perceived as attributable to Embarc's business operations. Any such assigned Security Officer will be directed to mitigate the situation to the maximum limit permitted by the Private Security Services Act. Embarc will encourage neighboring residents to contact our personnel prior to contacting the City.

To ensure accountability, Embarc will maintain a log of any public nuisance activity on the premises or within 300 feet of the premises. The log will include information, including but not limited to the date and time of the occurrence, the type of activity, the circumstances surrounding the activity, the identity of any persons involved in the activity, the corrective action taken by Embarc, and the Police Department if applicable. The log will be available to the City upon request.

The inquiry will be managed by our General Manager or Government Relations Manager, depending on the nature of the issue and whether it is

community or operationally-based. Our Government Relations Manager and/or the General Manager will be responsible for resolving any issues or concerns brought to our attention in a timely manner.

As discussed above, Embarc's owners, managers, and Community Liaisons welcome the opportunity to attend regular meetings at the request of the City Manager, Chief of Police, or any other relevant authority to discuss any and all issues associated with legal cannabis operations in Sutter Creek.

Ultimately, our goal is to mitigate any concerns before they arise to City leadership, and we will utilize our proven policies and tactics to achieve this goal.

Step 2: Proactive Community & Neighborhood Outreach

In our experience, proactive community and neighborhood engagement is a critical step in building trust and, in turn, positive relationships with our neighbors. We appreciate the importance of proactive engagement and ongoing collaboration with the community at large and the neighborhood surrounding our facility. As such, in addition to the extensive community benefits programs detailed in our Community Benefits Plan, we have also identified proactive and ongoing engagement strategies to ensure thoughtful integration of our proposed operations into the neighborhood:

NEIGHBORING BUSINESS OUTREACH: Embarc will meet with neighboring businesses to detail proposed operations and identify opportunities for potential partnerships (where appropriate given the use type). As part of this outreach plan, Embarc will provide the names, telephone numbers, and email addresses of the Community Liaisons to whom notice of problems associated with the cannabis business can be provided.

Additionally, once the General Manager has been hired, Embarc will schedule another meeting to facilitate an introduction and the exchange of

contact information between the General Manager and neighboring businesses. We have found that establishing this relationship is the single most important mechanism for managing neighbor relations, as neighbors who feel comfortable contacting us directly with issues or concerns ensure we can address them in real time.

OPEN HOUSES: In addition to the Community Listening Session we had, and the one we intend to host in coming weeks, we will host an open house between receipt of the right to operate locally and the commencement of operations, designed to provide residents and other stakeholders with the opportunity to meet our team, ask questions about our operations, and get a better understanding of Embarc's vision. During these discussions, we will focus on impact mitigation and community benefits, and we will be available to answer community questions and/or concerns. Having these direct engagement opportunities is important for addressing operational concerns.

Based on our experience, this type of community outreach is essential to dispelling myths and creating awareness of how legal cannabis dispensaries operate.

INFORMATIONAL CANVASSING: Embarc will canvass relevant community and neighborhood stakeholders and continue to connect with residents and nearby businesses before opening, providing contact information and engaging directly to answer any questions about our operational plan. Doing so helps proactively address comments and concerns before opening the business.

ONGOING ENGAGEMENT: Once operational, our ownership and management team can occasionally host "listening sessions" where community members can voice opinions, ask questions, and meet the Embarc team. Our goal for these sessions is to address any unforeseen concerns and ensure we fulfill our obligations as a good neighbor.

Step 3: Creating Benefits for Our Neighbors

The third step in ensuring nuisance avoidance is to create and deliver tangible benefits through our operations to our neighbors and the surrounding community.

NEIGHBORHOOD SAFETY: Increased safety around the facility is a positive byproduct of the extensive attention to detail in our facility's security measures. Our presence in the neighborhood includes patrolling Security Officers, an industry-leading surveillance system with coverage across the entire interior and exterior of the facility and beyond, and advanced alarm systems with immediate access to local law enforcement. We are confident that the extreme importance we place on facility security and safety will have a positive impact on the safety and well-being of our neighbors. In fact, other communities near legal cannabis facilities have seen increased property values due to enhanced security and beautification efforts.

NEIGHBORHOOD BEAUTIFICATION: While engaging the neighborhood is critical, we also believe in the importance of rolling up our sleeves and participating in ongoing beautification efforts. As part of our paid employee volunteerism program, detailed further in our Community Benefits Plan, our staff will serve as a volunteer Street Team on beautification projects near the store, informed by ongoing discussions with our Community Advisory Board and neighboring businesses regarding neighborhood priorities.

COMMUNITY ADVISORY BOARD FEEDBACK LOOP: Embarc's Community Advisory Board will be comprised of local community members who will help shape best practices to innovate, improve operations, and mitigate potential complaints from citizens, customers, other businesses, and the community at large. They will be empowered to provide ongoing feedback, guidance, and accountability for our nuisance mitigation and proactive community engagement programs. This gives

residents a seat at the table in addressing business operations in real time.

PARTNERSHIP WITH THE SUTTER CREEK POLICE

DEPARTMENT: In every city where we operate, Embarc has established strong, collaborative relationships with local law enforcement, fostering trust and transparency in the emerging cannabis industry. We have reserved a non-voting seat on the Community Advisory Board for a City and/or Police Department representative, who will by virtue of their participation be provided with quarterly insights into our business operations. This approach has proven effective in maintaining open communication across various communities.

COMMUNITY WELLNESS EVENTS: Embarc seeks to support Sutter Creek's health and wellness industries. Through providing educational seminars and partnering on outreach, we are confident our team's knowledge and resources can benefit Sutter Creek's health and wellness industry. As further detailed in our Community Benefits Plan, Embarc is committed to hosting educational events on cannabis and welcomes the opportunity to include relevant wellness partners and businesses, when appropriate, in these efforts.

It is through this collaborative and proactive approach to business management, neighborhood engagement, and support for local businesses that Embarc will ensure we do not pose a nuisance to our neighbors and remain accessible, approachable, and transparent with the Sutter Creek community at large.

Proposed Good Neighbor Policy

In every community where we operate, Embarc institutes a Good Neighbor Policy tailored to address local concerns and comply with local regulations. We have drafted proposed policies informed by our prior community outreach, including our first Community Listening Session, but would also welcome the opportunity to discuss our Good Neighbor Policies with City leaders to incorporate any guidance prior to finalization.

As a responsible cannabis operator, Embarc must:

- Create a safe exterior environment through design and site management.
 - Provide outside lighting in a manner that illuminates the outside street and sidewalk areas and adjoining parking as appropriate, without bothering neighbors;
 - Maintain the premises and adjacent sidewalk in good condition at all times;
 - Manage parking and traffic to negate impacts to surrounding areas;
 - Prohibit double parking directly outside the premises and prohibit blocking driveways;
 - Prohibit loitering around the premises, within 50 feet of the premises, or in the parking lot;
 - Enforce appropriate customer behavior outside the facility and in adjacent areas;
 - Prohibit littering in or around the premises;
 - Prohibit the consumption of cannabis products in or around the premises and advise individuals that consuming cannabis of any kind is prohibited in public places;
 - Post notices at all public entrances to and exits from the establishment that are clear, well-lit, prominently displayed, and maintained; and
 - Direct patrons to leave the establishment and neighborhood peacefully and in an orderly fashion.
- Provide the contact information for Embarc's Community Liaisons, responsible for community relations and issue mitigation.
- Provide adequate and appropriate ventilation to ensure odor controls result in no emission of noxious odors.
 - Be a benefit to surrounding parcels;
 - Maintain the premises in a clean and orderly fashion; and
 - Instruct security to secure the premises within 50 feet of all public entrances and exits.
- Follow signage requirements to ensure compliance with local codes and provide clear information for customers and the public:

- Business identification signage will comply with the requirements of the Sutter Creek municipal code
- No signs will obstruct any entrance, exit, or window of the building;
- Each entrance will have a sign clearly stating that smoking, ingesting, vaping, or consuming cannabis on the premises or adjacent areas is prohibited. The sign will not be larger than two feet by two feet;
- No advertising through sign holders or individuals on the premises or in public spaces;
- No signage depicting any images of cannabis or cannabis products
- At the entrance, a notice will clearly state that no person under 21 years of age, except individuals 18 years of age or older with a valid physician's recommendation for medical cannabis, is permitted to enter the premises;
- The original copy of the business license issued by the City, as well as the license issued by the California Department of Cannabis Control, will be posted inside the business in a location visible to the public.
- Implement youth education and prevention strategies.
 - Provide physical infrastructure, security, and tailored SOPs to discourage, mitigate and prohibit youth access and/or loitering; and
 - Provide ongoing investment for youth drug prevention and education to be deployed through community partners.

Addressing Community Feedback

Embarc employs a protocol for addressing and responding to complaints related to its business, including potential complaints about noise, light, odor, public consumption, loitering, littering, and vehicle and pedestrian traffic, among others. This protocol is critical to ensuring consistent responses and providing the data we need to modify SOPs as needed to reduce the likelihood of issue recurrence.

Embarc will implement comprehensive good neighbor and nuisance mitigation strategies to alleviate community concerns. Although we believe our Government Relations Manager, General Manager, and the entire retail team will prevent these issues from arising by cultivating healthy communication with our neighbors, company policy will require that any staff member who receives a complaint report the concern to their manager immediately.

We understand other potential impacts may arise from normal business operations, which are not currently contemplated. Should that occur, we will work closely with community members, neighborhood leaders, and local businesses to document and resolve any issues. All necessary actions will be taken to resolve a complaint, and all records of complaints will be maintained. Should a complaint occur, employees will be required to adhere to the following written policies and procedures:

STEP 1: DOCUMENT THE CONCERN OR COMPLAINT: Any employee who receives a complaint will first document it on a standardized form. The employee will record:

- Store Name
- Name of Store Manager Submitting Feedback
- Community Member's Name (or "Anonymous")
- Phone Number (if provided)
- Email (if provided)
- Date of Feedback or Complaint
- Source of Feedback or Complaint
 - Feedback or Complaint Category
 - Noise
 - Light
 - Odor
 - Public Consumption (cannabis or otherwise)
 - Loitering
 - Litter
 - Vehicle Traffic
 - Parking
 - Pedestrian Traffic
 - Graffiti

- Youth Concerns
- Other
- Detailed Description of Feedback or Complaint
- Suspected Cause (if applicable)
- Corrective Action Taken (if any)
- Corrective Action Proposed by Store Management
- Measures to Prevent Recurrence
- Follow-Up Completed (Yes/No)
- Additional Feedback from Community Member (if any)
- Status

The employee will explain that they need the reporting community members' information for follow-up. Employees will be trained to ensure the complainant understands that we are sympathetic to the concerns and seek to address them immediately and transparently.

STEP 2: IMMEDIATELY REPORT THE CONCERN OR COMPLAINT

Employees will be trained and required to immediately report any concern or complaint to the General Manager, Government Relations Manager, Licensing & Compliance Team, and ownership team by submitting a response to our "Community Feedback Form." Employees are encouraged to provide their suggested solutions and potential mitigation strategies. Once submitted, the employee is also directed to speak with the General Manager in person or with a Store Manager if the General Manager is unavailable. If the issue is truly urgent, a member of our ownership team will be called immediately.

STEP 3: DEVELOP & EXECUTE A PLAN OF ACTION

Next, the General Manager and Government Relations Manager will develop and execute an action plan to resolve the issue. The plan will articulate, and Embarc will implement, a short-term solution to alleviate the complainant's concern as well as a long-term solution to prevent the issue from recurring. Long-term solutions will be incorporated into our SOPs to prevent recurrence, and employees

will be trained on the new policy within one week of implementation.

STEP 4: FOLLOW UP WITH COMPLAINANT

Our Government Relations Manager and/or General Manager will personally follow up with the complainant to ensure the concern is resolved in a timely and efficient manner. During the conversation, Embarc will identify actions taken to mitigate the concern and the protocols developed to prevent the issue from recurring. Finally, we will inquire whether the complainant has any additional concerns to be addressed or whether the issue was resolved satisfactorily.

STEP 5: DOCUMENT THE INCIDENT & RESOLUTION

Lastly, our Government Relations Manager will create a complaint report of the incident that documents the following:

- All information gathered in the original "Community Feedback Form"
- Action plan and resolution
- Protocols that were implemented to prevent the issue from recurring
- Follow up conversation with the complainant and their disposition of the resolution
- Training that occurred as a result of any newly developed SOPs.

Reports will be distributed to the ownership team and the Community Advisory Board to ensure accountability and awareness. Embarc will keep all complaint reports for a minimum of seven years, unless otherwise required by law. Periodically, our ownership team will audit these complaint reports to verify the effectiveness of the response and subsequent policy changes. This report log will be available to the City upon request.

To address and respond to complaints, Embarc will operate and maintain a 24-hour landline telephone number, or hotline, at the premises for receiving complaints and other inquiries regarding the cannabis business, as well as multiple 24/7 contacts. If any Embarc owner, manager, or

employee logs any conduct that raises a reasonable suspicion of a violation of local or State regulations, Embarc will report the conduct to the Chief of Police or their designee within 24 hours of its discovery.

Ensuring Cannabis Products Do Not End Up in the Hands of Youth

In our experience, the most impactful way to address community concerns is to provide sustainable, dependable resources to educate youth both today and into the future. We and our future Community Advisory Board members will be committed to providing the tools and investment needed to protect and educate Sutter Creek's next generation.

During our community outreach thus far, we consistently heard from residents about the vital importance of safeguarding young people from the potential impacts of cannabis businesses as they begin to establish themselves within the City.

We wholeheartedly understand and support the emphasis both residents and the City place on protecting our youth. We believe we can make a significant, positive impact through the careful implementation of our comprehensive youth education and drug prevention programs, given we have a track record of doing so in nearly every community we serve today. We are dedicated to carrying out these initiatives throughout California, ensuring that we contribute meaningfully to the well-being of young people and the broader community.

After much research and eliciting community feedback, Embarc chose the Botvin curriculum as the most effective and engaging youth drug prevention program. Our process involved identifying a target age group, adopting Botvin's certified resources, using a cognitive-behavioral framework, and conducting workshops with stakeholders such as drug prevention specialists, law enforcement, City Council members, parents, and Unified School District members across California communities. Botvin's e-LST Middle School 1 is a scientifically

backed substance abuse and violence prevention program with over 35 years of research.

We first launched the Botvin program in 2022 through the Community Advisory Board at our first store in South Lake Tahoe. The Board used funds from our Community Investment Fund to implement the curriculum for the Boys and Girls Club of Lake Tahoe, engaging local youth in meaningful discussions. The Boys and Girls Club of Lake Tahoe piloted the program for 24 fifth-graders in 10 weekly 45-minute sessions and 28 teens, primarily sixth and seventh-graders, in 12 weekly 45- to 60-minute sessions. Participants appreciated learning about managing emotions, coping with stress, and applying the three Cs (Clarify, Consider, and Choose) for decision-making. They were surprised by nicotine's addictiveness, targeted advertising, and its harmful effects on the body, ultimately gaining valuable knowledge and life skills. This program is further detailed in Sour Community Benefits Plan.

"This program arms our youth with vital knowledge, often filling gaps in discussions that may not occur at home. Its value is immense, driving transformative change! While it may seem at times like teens aren't paying attention, they indeed are. The proof is in the conversations they carry forward, discussions that continue long after the day's lesson. This program doesn't just inform—it resonates and triggers important dialogues among the youth themselves."

Amy Lindstrom

Boys & Girls Club of Lake Tahoe, Teen Room Lead

Building on this success, we have since been in various stages of funding similar programs across all the communities we operate in throughout California, ensuring consistent support for education and prevention initiatives statewide. **Through our Community Advisory Boards and Community Investment Funds, Embarc has donated hundreds of thousands of dollars to launch youth drug education and prevention programs.** Youth

organizations in the following municipalities have already implemented these programs: South Lake Tahoe, Fairfield, Madera, Martinez, Alameda, Chico, Ventura, Fresno, Fontana, Woodland, and San Bruno.

"Thanks to Embarc's contribution, we have successfully implemented the acclaimed Botvin Life-Skills Training program, which has been pivotal in educating our young members on the dangers of substance abuse while empowering them with crucial life skills. Additionally, the funding has allowed us to purchase the curriculum, support a dedicated staff position to administer the program, and provide essential training for our team. We deeply appreciate Embarc's proactive approach and ongoing commitment to ensuring the success of this drug education and prevention program."

President of a Prominent Youth Servicing Organization in One of Our Communities

We are dedicated to forging relationships with youth-centered organizations in Sutter Creek and Amador County. Our goal is to provide impactful youth drug prevention education that aligns with their missions and benefits the broader Sutter Creek community, ensuring local youth receive the resources and support they need to thrive.

"Through the Boys and Girls Clubs of Contra Costa, the Botvin curriculum has become a cornerstone of our youth education efforts, shaping the minds of young students in ways that extend far beyond the classroom. Through interactive discussions and hands-on activities, students are learning how to confidently make decisions, resist peer pressure, and understand the long-term effects of substance use. The program encourages students to explore how societal influences like advertising can skew their perceptions, sparking insightful conversations that we don't see in other programs. With students already engaged in the curriculum, the community impact is undeniable. Embarc has been an invaluable partner throughout this journey, not just with financial support but through their consistent engagement and responsiveness. Whether it's providing resources or checking in to ensure the program is running smoothly, their involvement

goes far beyond a typical business partnership. Embarc is genuinely invested in the health and future of youth in our community, and that makes all the difference."

Jose Marquez,

Executive Director, Boys & Girls Club of Contra Costa

In addition to youth drug prevention programming, it is essential for cannabis retailers to design their facilities and operations in a manner that effectively prevents cannabis from falling into the hands of young people. It is our responsibility to implement a robust Youth Prevention Plan to ensure the safety, security, and quality of life for the neighborhood, including for Sutter Creek's most promising residents—its youth.

As a cannabis retailer founded by policy and compliance experts, Embarc was born after the legalization and implementation of Proposition 64. We worked with State government to develop the policies that led to adult use legalization and industry-wide regulation. As part of that process, our team members have engaged with communities across the State and are acutely aware of the need to protect youth. When selling a product that was illegal during our lifetimes, we believe it is incumbent upon us to implement a plan that protects our youth while educating our community—through action and continuous engagement—that legal, regulated cannabis can and should responsibly exist within a community.

While some studies and experiences from other regulated markets have found that youth cannabis use remains static or decreases in communities with access to legal, regulated cannabis, we believe that it is especially incumbent upon us as operators to proactively implement security and other deterrent measures to protect against youth exposure or access. We also believe in our responsibility to educate the community on the protocols and security measures we have in place to protect youth as a component of our ongoing commitment to supporting the successful implementation of

youth drug prevention and education with our Community Advisory Board and non-profit partners.

We have many parents on our team, including our founders, and intimately understand the real concern parents face regarding how to navigate access to substances of all kinds within a community. We believe in our duty and commitment to the City, community partners, and neighbors to proactively engage, identify, educate, and address our local community's concerns regarding the safety and security of our neighborhood and the children that live, learn, play, and grow within it.

Embarc has developed a holistic, multifaceted approach to ensuring cannabis products do not end up in the hands of underage youth and that our storefront is safe, secure, and only frequented by those of appropriate age. A variety of physical features, staff protocols, and functional design concepts will be implemented at Embarc Sutter Creek to ensure a secure, comfortable environment that poses no risk to Sutter Creek's youth and positively contributes to the neighboring community. We will take a multi-layered approach to diversion prevention, including several state-of-the-art physical controls; detailed record keeping software; adequate and aesthetically pleasing exterior lighting; education for staff and the public; categorical access control; and dozens of other applied measures to ensure our products are only in the hands of authorized adults.

As responsible, community-oriented operators, we have developed a comprehensive Youth Prevention Plan to proactively take steps to ensure cannabis products do not end up in the hands of underage youth, briefly summarized below.

INFRASTRUCTURE & SECURITY

- Implement physical infrastructure, security, and training protocols to ensure no youth enter or loiter outside or within 50 feet of the storefront;

- Post all required signage in easily identifiable locations to communicate age restrictions, identification requirements, and to prevent loitering;
- Premises constructed and designed to prevent access by any unauthorized individual through a variety of security measures, including alarms, surveillance systems, and target hardening measures;
- Comprehensive surveillance system to provide full video coverage of the entire interior and exterior of the premises; and
- Professional Security Officers enforcing age restrictions and preventing youth exposure or access.

SOPS & EMPLOYEE TRAINING

- Staff training and education on the hazards of youth cannabis use and how to identify and prevent potential youth access to the licensed premises; and
- Stringent inventory control procedures will be put in place via an inventory tracking system, tools and forms for accounting and verification, and tasks and processes that will ensure accountability at every stage through the retail product cycle.

PRODUCT PACKAGING & LABELING:

- Embarc will only accept products from licensed distributors that conform to all packaging and labeling standards in the CCR § 17402–17412, including:
 - All packaging will be child-resistant and tamper-evident;
 - All packaging will have the California Universal Symbol;
 - All packaging will have the GOVERNMENT WARNING statement in bold print;
 - Package cannot imitate any package used for products typically marketed to children;
 - Edible products must be in opaque packaging;
 - Labeling must identify the product as a cannabis product or state “cannabis infused;”

- If the package contains an amount of THC that exceeds the level allowed for adult use cannabis goods, it must state “FOR MEDICAL USE ONLY”
- Employees utilize a check list at the time of product intake to ensure all proper packaging and labeling;
- All products sold to customers will be placed in an opaque child-proof exit bag before they are allowed to be carried out of the store; and
- At check out, Embarc reminds customers to safely store all cannabis products in their child-proof packaging and out of reach of children in their homes.

AESTHETICS

- Exterior design of the premises has been developed to be a neutral presence on the street, without bright colors, imagery, or any design feature that would appeal to youth;
- No cannabis goods are visible from the exterior; and
- Site has been designed to be discreet and cohesive with neighboring uses.

OVERSIGHT & ENGAGEMENT

- Marketing and social media will meet audience composition data requirements and be respectfully tailored to address our only audience—adults;
- Participate in Amador Chamber of Commerce meetings to monitor local trends and identify opportunities of need to raise to the Board for consideration;
- Engage nearby school leadership to provide contact information for our Community Liaisons and to seek to provide youth drug prevention educational resources as we have in other communities; and
- Engage in regular check ins with City staff and/or Council to provide updates on our operations, receive feedback, and incorporate recommendations.

ACCESSIBLE, COLLABORATIVE, & TRANSPARENT

- Provide all neighbors within 1,000 feet of our proposed location with the contact information for our Community Liaisons and 24-hour community hotline;
- Facilitate transparent and accessible communications and relationships with our neighbors and surrounding community stakeholders; and
- Pursue a coordinated approach with neighboring and nearby businesses to collaboratively protect and support the youth in our community.

EDUCATE, EDUCATE, EDUCATE

- Educate customers on the safe storage of cannabis in their home;
- Educate parents and community leaders by providing them with the resources to have difficult conversations with their kids about cannabis and the damages underage use can have on adolescent brain development as well as the increased potential of addiction in adolescent use;
- Partner with trusted community leaders to provide educational programming and resources to educators, community members, and non-profit stakeholders; and
- Fund a comprehensive, holistic approach to youth drug prevention and education programs (just as we do in every community where we operate).

MANAGING EXTERIOR AREAS

Embarc recognizes that the areas immediately surrounding the business—including sidewalks, parking areas, and building frontage—are where community impacts are most directly experienced. As such, we place a strong emphasis on the active, ongoing management of all exterior areas to ensure they remain clean, safe, and well-organized at all times.

Our approach includes continuous monitoring by on-site staff and Security Officers, routine inspections of the premises and adjacent areas, and the

implementation of clear behavioral expectations for customers upon entering and exiting the site. Exterior areas will be maintained through regular cleaning, strategically placed waste receptacles, appropriate lighting, and clearly marked pathways to guide customer flow and prevent congestion.

Security Officers will conduct periodic patrols of the property and the surrounding vicinity to proactively identify and address potential concerns such as loitering, littering, or unauthorized activity. Additionally, Embarc will maintain clear, accessible communication channels with neighboring businesses and residents to ensure that any concerns related to exterior conditions are addressed promptly and effectively.

These practices ensure that exterior areas are not only well-maintained, but also contribute positively to the overall safety, cleanliness, and functionality of the surrounding neighborhood.

The following sections further describe how Embarc will actively manage exterior conditions to maintain a safe, orderly, and compatible environment.

Light

Embarc understands the community's desire for a safe, secure facility that blends seamlessly into the surrounding neighborhood and allows for enjoying the night sky without obtrusive bright lights. In compliance with all regulations, the exterior of our facility, including the parking lot, will be adequately illuminated for security purposes while not posing a nuisance.

Exterior lighting will be balanced and will not result in glare on adjoining properties. It will complement the security systems, ensure that all areas of the premises and parking areas are visible, and provide increased lighting at all entrances to the premises. The exterior lighting required will be turned on from dusk to dawn.

Should facility lighting give rise to a complaint, we will work to develop a compliant lighting solution that accommodates neighborhood concerns without sacrificing security. Our security, maintenance, and operational teams will ensure that the electrical system and lighting comply with all applicable State and local laws, regulations, ordinances, and other requirements, are maintained in good repair, and do not present an electrical shock or fire hazard.

Odor

California law requires that all products arrive at a retail establishment fully processed, tested, packaged, and sealed in child-resistant packaging. Because all products arrive at Embarc retail facilities in their final packaged form, there are virtually no odors associated with this license type. Specifically, per State law, all packaging will protect the product from contamination; be tamper-evident and sealed so the contents cannot be opened without destruction of the seal; and be child-resistant as stipulated by the California Department of Public Health Code (40415).

Our proposed dispensary will receive, store, and sell packaged products in their final form. Consequently, it is highly improbable that any on-site product will emit a strong odor. Nevertheless, Embarc is committed to mitigating odors associated with our facility and will be responsive to the odor control requirements set forth in applicable state and local regulations. Embarc's odor mitigation practices are intended to serve the following purposes:

- To ensure that air circulation resulting from Embarc retail operations does not impact our employees' health and welfare;
- To ensure that air circulation resulting from Embarc retail operations does not impact surrounding businesses and outdoor areas; and
- To ensure thoughtful operations that demonstrate a true commitment to the health and welfare of the City and its residents.

If Embarc receives an odor complaint, the General Manager will:

1. Log the date, time, source, contact information, and description of the complaint.
2. Within 30 minutes, the General Manager will identify the source of the odor by physically inspecting the facility for any unpackaged cannabis product that may be emitting odor. This includes inspection of all areas of the retail premises, including the secure storage area, the retail floor, and any other areas where cannabis products are featured or stored.
3. Upon identification of the source of odor, the General Manager will dispose of the cannabis product in a secure, air-tight waste disposal area and log the disposal in the track-and-trace system and the odor control log.
4. The General Manager will also physically inspect the odor control system, within 30 minutes of receiving an odor complaint, to ensure it is functioning properly.
5. If the General Manager identifies that the odor control system is malfunctioning, the General Manager will immediately contact the manufacturer.

The General Manager will determine if the issue can be addressed with the manufacturer over the telephone and, if not, will schedule the first available appointment with the manufacturer to visit the retail facility to physically inspect the odor control system. If the odor control system cannot be fixed, the General Manager will immediately place an order for the first available replacement part or new system.

The General Manager will immediately communicate the complaint and resolution to Embarc's facilities management team within 2 hours. The General Manager will discuss the source of the odor complaint or issue and its resolution with the retail team at the next team meeting to develop and implement procedures to prevent future odor complaints.

Public Consumption

Embarc has clearly defined SOPs to ensure no public consumption surrounding its facilities, which are strictly enforced by both the Security Officers and retail staff.

Specifically, Embarc prohibits the consumption of cannabis or cannabis products at or on the premises, in the parking areas of the premises, or in those areas restricted under the provisions of California Health and Safety Code §11362.79.

This policy is enforced by rigorous monitoring of the dozens of surveillance cameras covering every inch of our parcel as well as by onsite Security Officers who are trained to prevent consumption in or around the premises, including but not limited to regular patrol of the premises. We will post clear and legible signs advising individuals that consuming cannabis of any kind is prohibited in public places.

If someone is consuming publicly, security immediately addresses the issue with a clear directive to cease consumption. If the behavior continues, patrons are warned that they will be banned from shopping at Embarc in the future. If, after being addressed by security, the consumption continues, Security Officers will notify the Police Department. To date, Embarc has never required law enforcement intervention regarding public consumption.

Security Officers will be aware of customers leaving the facility, as all products must exit the store in an easily identifiable exit bag. This allows Security Officers to utilize visual inspection and live surveillance camera feed monitoring to view customers exiting the facility. Because we will always have Security Officers with visual access to both our security monitors and exterior, such personnel will be aware of any individuals on our property and can respond immediately should public consumption occur.

While Embarc certainly controls its premises, in reality no operator has meaningful control over what

happens beyond the four boundaries of its property. As such, we complement our rigorous onsite monitoring and protocols with public education efforts to ensure that the community's cannabis consumers are aware of where they can and cannot consume cannabis in Sutter Creek. This educational information is intended to serve as an additional deterrent to public consumption.

Finally, deterring public consumption is part of actively monitoring for and ultimately preventing loitering, as further detailed below. It is coupled with onsite policies and procedures, including a prohibition on opening products onsite. By ensuring customers depart in a timely manner, loitering and on-premises consumption are avoided.

Loitering

Embarc prohibits all loitering outside the facility and will notify the Police Department if anyone continues to loiter after all reasonable efforts to remove the individual(s) have been exhausted. Embarc will post signage noting age restrictions and the prohibition on loitering. Simply put, loitering will not be tolerated under any circumstances.

All employees will receive training and implement protocols to reduce the risk of disruptive, nuisance behavior and negative impacts on neighbors. This includes ensuring that customers immediately exit the premises upon completing their purchase.

Security and staff will be responsible for controlling patrons' conduct on the property. Security Officers will be aware of customers leaving the facility who are carrying the easily distinguishable exit bags and will monitor their exit from the premises. Because we will always have Security Officers with visual access to both our security monitors and exterior, such personnel will be aware of any individuals on our property.

If any of our neighbors or community members feel that loitering on our premises is causing a nuisance, we welcome them to reach out to our Community Liaisons, who will seek to resolve the

situation immediately. Additional protocols will be implemented to adequately meet the community's needs.

Importantly, our Security Officers will also conduct periodic neighborhood sweeps to ensure no littering, loitering, or other negative impacts on the neighborhood. However, if a member of the community is concerned about loitering, our Community Liaisons, along with Security Officers, will immediately address the situation in real time.

Littering

We will use two primary methods to prevent and mitigate litter at our retail facility. The first method is providing ample waste receptacles for customers and staff. The second is regular employee litter checks and premises inspections.

In addition to these methods, we will adopt a strict no-littering policy for all employees and customers. Any employee found to be littering on the premises will first receive a verbal warning, followed by increasingly serious disciplinary actions.

We believe the best tool in the fight against littering is to give our patrons and employees ample places to properly dispose of their refuse.

In the public facing portions of our facility, we will have multiple waste receptacles. These receptacles will allow customers to properly dispose of their non-cannabis waste in landfill, recycling, and compost compartments, streamlining the disposal process. Similarly, Embarc will provide waste receptacles for non-cannabis waste in all back-of-house areas where only employees or authorized contractors will be present.

With ample access to proper receptacles, there will be no excuse for our employees not to dispose of waste properly. All cannabis product waste will be disposed of in compliance with all applicable State and local laws, regulations, ordinances, and other requirements, and as detailed in our Waste Management Plan. If a neighbor or community member

feels that litter is accumulating at or around our facility, our Community Liaisons will immediately address the issue.

Vehicle Traffic

We do not anticipate significant impacts to vehicle traffic given the site's ample parking. We have nevertheless considered vehicular turning movements in relation to traffic flow, proximity to intersections, adequacy of sight distances, and overall circulation in the immediate vicinity. Should any impacts to vehicle traffic arise, Embarc will designate an employee to help manage customer flow and coordinate curbside activity as needed to ensure safe and orderly operations.

Fortunately, according to leading traffic studies cannabis retail uses closely mirror the trip generation statistics of banking uses. Meaning, we are confident our operations will not meaningfully increase nearby traffic more than the prior use at our chosen location.

Furthermore, Embarc's robust Buy Online, Pick Up In Store (BOPIS) program plays a meaningful role in reducing on-site dwell time and associated traffic impacts. Across our operations, BOPIS orders account for approximately 30% of total sales, with these customers typically completing their visit in just minutes. Notably, this percentage has increased consistently year over year since the program's launch, reflecting growing customer adoption of faster, more efficient purchasing options. This streamlined transaction model ensures that a significant portion of customers are in and out quickly, reducing congestion and limiting vehicle accumulation near the site.

In addition, we will continue to encourage use of online ordering and off-peak pickup times to further distribute customer traffic throughout the day. In situations of unexpected demand, we will actively promote express pickup options as convenient alternatives. In the event a community member raises a concern related to vehicular traffic, Embarc's leadership team will promptly

investigate and implement appropriate mitigation measures to ensure continued compatibility with the surrounding area.

Pedestrian Traffic

Embarc is committed to preventing and addressing pedestrian traffic complaints at our facility through thoughtful design, proactive measures, and responsive customer service. Our facility has been designed to ensure efficient customer flow within the property, preventing pedestrian traffic from spilling beyond the premises or disrupting the surrounding neighborhood. In the exceedingly rare instance a large gathering of customers occurs, clearly delineated lines and designated waiting areas will ensure customers wait in an orderly fashion. Security Officers will actively patrol the area to maintain the flow of pedestrian traffic and ensure no disturbances occur.

Additionally, our Screening Lobby includes a seating and waiting area to accommodate customers when the Sales Area reaches capacity. Our Sales Area is equipped with a well-organized queue system to guide customers smoothly through the shopping and checkout process, with employees directing customers to exit the premises promptly. Signage inside and outside the store will help maintain order, preventing overcrowding or pedestrian spillover. Should pedestrian traffic remain an issue, we will engage an additional staff member to assist with managing the flow and offer incentives, such as BOPIS promotions, to encourage visits during non-peak hours.

During high-traffic periods like grand openings, holidays, or special annual events like 4/20, we will schedule additional security and staff members to intensify foot traffic control within and outside the store. To further streamline entry and reduce wait times, Embarc will deploy trained staff equipped with tablets to pre-register customers into our customer management platform while they are in line. This allows guests to complete required intake steps and establish their profiles in advance, significantly expediting the check-in process and

minimizing queue duration. Additional proactive measures, including a virtual queuing system, will further ensure that customer flow is managed efficiently, minimizing any inconvenience to the surrounding community.

In the event of a community concern, Embarc's General Manager will investigate and resolve the issue promptly. Our commitment to the neighborhood includes periodic neighborhood sweeps to ensure that pedestrian traffic does not result in littering, loitering, or other disturbances, helping us maintain a positive relationship with our neighbors.

NOISE CONTROL MEASURES

Embarc takes several precautions and implements a variety of measures guaranteed to combat and mitigate excessive noise. Embarc will never produce excessive or unnecessary noises that would detrimentally impact the public health, comfort, safety, welfare, or prosperity of the surrounding neighborhood and Sutter Creek community.

All noise producing activities, including but not limited to construction, landscaping, and motor vehicle operation, will comply with all Sutter Creek noise ordinances. No sound production or reproduction systems inside the facility will be maintained at a volume level higher than what is necessary for the convenient hearing of persons present, including receiving activities. We will prohibit the use of horns or signal devices on any of our company or employee vehicles, except as a danger signal or to give warning.

To minimize our neighborhood impact during renovation, construction activities will only occur with a special permit from the City and between reasonable or preapproved hours. The premises, including the parking lot, will be monitored under constant video surveillance, and routinely patrolled by our Security Officers to ensure no inappropriate noise is produced.

If any person or vehicle is identified as causing a disturbance or being excessively noisy, that individual will immediately be escorted off the premises and, if necessary, reported to law enforcement. We will ensure all motor vehicles on our premises adhere to appropriate sound level decibels. Motor vehicles exceeding established limits will be asked to leave the premises by our security team. Our Security Officers will also work to ensure no motor vehicle on our premises is left idling.

Embarc has developed a comprehensive approach to nuisance avoidance centered around proactive business management, easy-to-follow policies and procedures for its onsite team, and meaningful outreach to the surrounding neighborhood to ensure neighbors know whom to contact with questions or concerns. This approach is driven by lessons learned from existing operations and has proven effective in real-time. We welcome feedback or input from the City and our neighbors and view this plan as a living, breathing document. We will continue to evolve and adapt as we grow and ensure our policies remain rooted in best practices as our industry evolves.

COMPATIBILITY WITH SURROUNDING USES

The proposed location at 11 Ridge Road is situated within the C-2 General Commercial zone and is surrounded by similarly designated commercial zones. There are no residential-only zoning districts in the immediate vicinity, and the surrounding area is characterized by an established mix of retail, service-oriented, and neighborhood-serving uses consistent with an active commercial corridor.

Adjacent parcels within the surrounding block reflect this compatible commercial environment, including a gas station and convenience store, Los Hermanos Mexican Restaurant, Sutter Hill Smoke and Vape, the Summit Business Center, and several vacant storefronts. This mix of uses demonstrates a well-established commercial setting in which

Embarc's proposed retail operation will integrate naturally without altering the character of the area.

The proposed location complies with sensitive use buffers outlined in state law. 11 Ridge Road is not located within 600 feet of any school, daycare facility, or youth-oriented use. These factors reinforce the site's suitability for the proposed use.

Embarc's operational model is specifically designed to integrate seamlessly into commercial environments such as this one. The proposed tenant improvements are limited in scope, consisting primarily of interior reconfiguration and minimal exterior enhancements such as signage and cosmetic upgrades. These improvements will be completed in compliance with all City requirements, within approved construction hours, and over a short duration, minimizing any temporary disruption to neighboring businesses.

Ongoing operations will be discreet and consistent with surrounding retail uses. All cannabis products arrive pre-packaged, labeled, and sealed, meaning the business does not generate noise, odor, or other externalities commonly associated with other cannabis uses. As a result, the day-to-day operation will function similarly to other regulated retail establishments in the area.

The exterior design has been intentionally developed to align with surrounding uses. The storefront will maintain a clean, neutral, and professional appearance consistent with neighboring businesses. Window treatments will maintain a cohesive streetscape, ensuring no visibility of cannabis products or activities from the public right-of-way.

Beyond compatibility, Embarc's presence will contribute positively to the surrounding area. The activation of a currently vacant building will support Sutter Creek's ongoing revitalization efforts, increase foot traffic to nearby businesses, and strengthen the commercial fabric of the corridor.

Dispensaries are known to generate consistent customer traffic, which can have a complementary effect on neighboring businesses by increasing visibility and overall activity in the area.

Embarc has successfully operated in 16 communities throughout California, consistently integrating into similar neighborhood-serving commercial corridors without incidents related to community compatibility, youth access, or co-tenancy concerns. This track record demonstrates our ability to operate responsibly while enhancing the surrounding environment through professionalism, active management, and a strong security presence.

The proposed location is discreet, accessible, and well-positioned within an established commercial corridor, making it appropriate for a cannabis retail use without impacting sensitive areas or community landmarks. Embarc's approach reflects the continued normalization of regulated cannabis retail as part of a broader mix of neighborhood-serving businesses, where customers incorporate visits into routine activities in a safe, orderly, and well-managed environment.

As legal dispensaries become more prevalent and the stigma surrounding cannabis use continues to fade, cannabis retail is increasingly integrated into everyday health and wellness routines. For this reason, ensuring an easy and convenient customer experience is a top priority when selecting an appropriate location.

No longer viewed as a novelty or out-of-the-ordinary activity, visiting a dispensary has become part of a typical consumer's routine—similar to other neighborhood-serving retail errands. The proposed location at 11 Ridge Road is well-positioned to serve as this convenient and accessible destination for Sutter Creek residents, further reinforcing its compatibility within this established commercial corridor.

Through this combination of appropriate zoning, compatible surrounding uses, thoughtful site selection, and a proven operational model, Embarc is confident that the proposed dispensary will not only be compatible with surrounding uses but will contribute meaningfully to the continued vitality and success of one of Sutter Creek's primary commercial corridors.

COMMUNITY BENEFITS

We understand that while cannabis has existed within our communities for decades, legal, regulated cannabis is still an emerging market. Communities are grappling with how best to integrate commercial cannabis activities into existing neighborhoods, balancing the economic opportunities this industry represents with a desire to protect public health, safety, and neighborhood integrity.

Furthermore, Embarc believes operating a cannabis business is a privilege and not a right. Our successful business model is predicated on the ability to consistently engage the community and the City with integrity and through transparent collaboration. Given this foundational commitment to Sutter Creek—which will be bolstered by the dedication of our local Community Advisory Board—we will operate a business that provides meaningful ongoing benefits and serves as the type of partner the community can be proud of and will value.

Embarc’s approach to community benefits is not new for the company. Across California, Embarc’s dedication to community benefits has been recognized by nearly two dozen jurisdictions awarding local cannabis licenses in competitive processes. Embarc has consistently ranked at the top of cannabis operator evaluations, in significant part because of the strength of this same community-centered model: local hiring, meaningful reinvestment, trusted local oversight, and long-term accountability.

Today, we return with that same commitment, now strengthened by years of demonstrated execution across 17 stores in California communities.

Through this model, Embarc has directed more than \$2.5 million to local organizations, youth prevention programs, community partnerships, and neighborhood priorities throughout California—a track record we propose to bring here with this project.

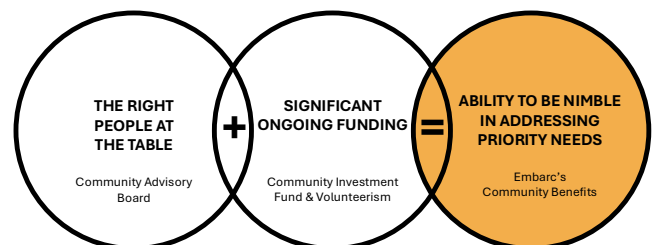
Embarc Sutter Creek is committed to providing meaningful, measurable benefits to the City of Sutter Creek and its residents. As part of our Community Benefits Plan, **we pledge to contribute 1% of our annual business revenue (gross receipts)** to support local organizations, schools, and City-sponsored programs in Sutter Creek. Details of this commitment, including funding priorities, structure, and administration through Embarc’s Community Investment Fund and Community Advisory Board, are outlined in the sections below.

PURPOSE

The Community Benefits Plan, summarized below, is designed to be a dynamic document that embodies the company’s core values and ongoing community engagement priorities. It was developed with, and will continue to evolve over time through, collaboration with a local Community Advisory Board.

Importantly, this plan does not contain static organizational commitments or one-time checks at the front end of a political process. Rather, it is the embodiment of Embarc’s proven community engagement model, one that values and respects the importance of diverse local perspectives and experiences in being able to adapt to continuously address evolving community needs.

This approach is evident in our work to compile our Community Benefits Plan for Sutter Creek. **The following plan has been formulated with significant input from Sutter Creek residents in our past Community Listening Session and through our engagement with community leaders.** It centers around the following equation:



COMMUNITY ADVISORY BOARD

The Sutter Creek Community Advisory Board will represent the heart of Embarc's community reinvestment model. It will be comprised of trusted local leaders, and could include educators, nonprofit executives, and business owners who have long served Sutter Creek. The Board ensures that decisions about community funding remain in local hands. Reflecting the City's desire for the broader community to benefit from the inception of local cannabis retail, the Board we plan to coalesce will be diverse in their representation of local stakeholders. The collective insight of these trusted community voices ensures that Embarc's contributions are not only transparent and accountable but also responsive to Sutter Creek's evolving needs, empowering local voices to determine how resources are reinvested in their community for generations to come.

Embarc's Community Advisory Boards are empowered with total control over where their local Community Investment Fund is directed in perpetuity. It is this group that will work collaboratively to drive Embarc's efforts to address Sutter Creek's needs. The primary goals of the Community Advisory Board are to work collaboratively with Embarc leadership to implement and continue refining our community benefits plan, and to ensure safe, transparent, and community-oriented operations.

Duties of the Board include:

1. Development and implementation of our community relations plan
 - Identifying and/or creating opportunities to help enhance and promote community input, engagement, education, and awareness
 - Reviewing operational policies and procedures to identify opportunities for community and neighborhood engagement
2. Allocating all community funding
 - Assessing opportunities for financial contributions

- Identifying local, immediate priority funding gaps in which our resources could provide flexible assistance
 - Determining the best allocation of community funding
3. Oversight and accountability for Embarc operations
 - Quarterly accountability on commitments made/commitments delivered
 - Providing input on marketing strategies and tactics
 - Monitoring Embarc's responses to any community feedback or concerns
 4. Assistance in establishing and building community trust
 - Continuous identification of community priorities, values and needs
 - Identifying opportunities for collaboration with local businesses and other stakeholders
 - Serving as a voice within the community
 5. Ensuring appropriate and thoughtful community education
 - Providing input on education and awareness programs
 - Recommending priority causes for employee and executive volunteer support
 - Providing consistent feedback to refine and best tailor our efforts

To ensure operational transparency, we welcome the opportunity to include a participant from City government and/or a public safety officer. While the City would not be a voting member, this is an opportunity for a City representative to remain apprised of and provide feedback on Embarc's operations and philanthropic initiatives.

Our Community Advisory Board members will be tasked with ensuring benefits are directed to advance the community's needs, including a focus on the long-term interests of residents and a prioritization of the protection of this community's youth.

Ultimately, the Board will be comprised of leaders with diverse backgrounds and experiences that inform their ability to make thoughtful determinations regarding how Embarc executes its community benefits locally. Specifically, the Community Advisory Board decides funding priorities, volunteerism priorities, workforce development partnerships, financial support of City-sponsored activities, our ongoing neighborhood engagement plan, and execution of Embarc's youth drug education and prevention program.

In addition to directing our committed community funding, the Board meets quarterly to provide feedback on Embarc's operational model, including community outreach, neighbor and business engagements, local partnerships, the sensitivity of advertising and marketing efforts, and more.

Unlike most operators in the cannabis industry that attempt to apply their brand and values onto a community using a top-down approach, Embarc seeks to meet the needs of the community from the bottom up, as represented by the dedication to community representation and CAB member empowerment. In this way, we are not proposing specific allocations to specific organizations, but rather ongoing funding that is directed by this community for the benefit of this community forever.

COMMUNITY INVESTMENT FUND

The Community Advisory Board is positioned to drive meaningful, lasting local impact through our commitment to establishing an internal Community Investment Fund. As we do in every community we serve, Embarc will allocate 1% of gross receipts to this Fund in perpetuity, creating a reliable and growing source of funding for local organizations guided by the priorities of our Community Advisory Board. This dedicated investment is over and above the proposed 5% Community Benefit Fee on gross receipts proposed elsewhere in this application, ensuring a direct and sustained financial benefit to the community.

100% of the Community Investment Fund will be allocated by the Community Advisory Board to local organizations and partners, ensuring we prevent divestment by requiring all the benefits generated from operating a local cannabis business to remain local.

Identifying Priorities

As leaders within the community, Community Advisory Board Members will be uniquely and demonstrably qualified to speak to the needs of Sutter Creek and the intangible, unique qualities that make this community so special. We have pledged one percent of the store's gross receipts to support organizations located within the City of Sutter Creek and City- and County-sponsored programs. The Board's overarching mission is to support and uplift organizations, programs, and initiatives that enrich the quality of life for Sutter Creek residents, with an emphasis on creating equitable opportunities, promoting wellness, and empowering local youth through education.

In conversations with members of the community, the importance of youth drug prevention and education has consistently risen to the top of the priorities list. We are wholeheartedly aligned and know that such a priority will be the primary focus of our Community Advisory Board. Given our track record on this issue in communities across California, our team could not be more excited to deliver the same benefits to Sutter Creek.

Youth Education & Prevention

The community has identified youth education and drug prevention as a priority and Embarc will develop partnerships with youth-serving non-profit and public organizations to facilitate the acquisition and delivery of an accredited youth drug prevention and education program.

But taking a step back, it is important to note that this is not a simple exercise for the purposes of this application, but rather a commitment we undertake in each of the communities where we operate today. We understand that with society's shift to

legal, regulated cannabis comes confusion for communities and particularly for its youth and parents. As a responsible, community-centric cannabis operator, we believe it is incumbent upon us to sensitively and appropriately provide the tools and resources this community needs to navigate this new normal.

Embarc is proud to champion youth drug education and prevention through accredited, evidence-based programs that empower young people to make informed choices and lead healthy lives. The primary program our CABs have funded and implemented is the Botvin LifeSkills Training curriculum, an internationally recognized, evidence-based prevention program that has been proven to reduce substance abuse and strengthen life skills among youth.

We first launched the Botvin program in 2022 through the Community Advisory Board at our inaugural store in South Lake Tahoe, where the Boys and Girls Club of Lake Tahoe became the first organization to implement the curriculum. Their youth program engaged local children and teens in meaningful discussions, offering them the tools to resist substance abuse while empowering them with critical life skills. Building on this success, we have since initiated similar efforts across all of our operating communities.

Through our Community Advisory Boards and Community Investment Funds, Embarc has donated hundreds of thousands of dollars specifically to fund the purchase and deployment of youth drug prevention programs statewide.

Embarc is committed to executing a thoughtful youth education and drug prevention program in partnership with local experts, that reflects the unique priorities of the Sutter Creek community. Our experience has shown that even the most well-designed youth prevention initiatives are ineffective without community buy-in. Therefore, if approved to operate in the City of Sutter Creek, we hope to actively collaborate with our Community

Advisory Board and City leadership to introduce a third-party, accredited youth education and drug prevention program tailored specifically to Sutter Creek's needs. We are excited about the opportunity to work with local partners to ensure that these vital messages are delivered by responsible and trusted community leaders, not Embarc, fostering a proven and community-sensitive model of engagement that we have utilized successfully in communities across California.

“Teaching the Botvin curriculum is a great experience; it equips children with life skills and crucial knowledge about substances like tobacco, alcohol, and marijuana that will serve them for a lifetime. The program's structure fosters an environment where children comfortably ask questions and engage in meaningful conversations around challenging topics. It focuses not only on the short-term harm but also the long-term effects of substance use. I was particularly impressed by how it highlighted the influence of advertising on teens, triggering enlightening discussions about targeted marketing. This curriculum doesn't just educate, it empowers.”

Working with Embarc has been a seamless and rewarding experience. Their commitment is evident in their regular check-ins about the curriculum's progress and effectiveness. Their willingness to ensure the right resources are being utilized and their robust support for community programs is truly commendable. Embarc isn't just a collaborator, but a dedicated partner in fostering community wellbeing.”

Theresa Papandrea,
Botvin Program Educator for the Boys & Girls Club of Lake Tahoe

In our experience, educating both youth and the adults who shape their lives—parents, teachers, coaches, and mentors—is key to responsibly integrating legal cannabis operations into a community. Providing the tools and resources necessary for these influential adults allows us to create sustainable change. Throughout California, we have

successfully implemented this approach, establishing programs that foster education on the dangers of substance abuse. We would bring this proven educational model to Sutter Creek with the flexibility to adapt to the community's needs and feedback.

Program Overview

When founding members of our team led the development of Proposition 64, the initiative to legalize adult use cannabis in California, they knew youth prevention and education were paramount to maximizing public health and safety within communities. As such, and with intentionality, our team ensured that Proposition 64 would provide the resources and direction necessary to educate youth on the risks associated with cannabis use.

Proposition 64 included the development of a State-sponsored educational campaign, entitled "Let's Talk" with curriculum specifically targeted to communities, parents, and youth. We have utilized this program, developed with a science-based approach by some of the brightest minds in California, as a foundation for resource development for the adults that play formative roles in the lives of youth.

Additionally, understanding impactful education requires tailored age-appropriate content, Embarc has adopted accredited and nationally recognized Botvin LifeSkills Training for middle school aged students for use by its selected community youth education and prevention partners. Embarc hopes to deploy targeted youth drug prevention education utilizing Botvin's LST 1 for middle school aged youth in partnership with our Community Advisory Board and local community partners in Sutter Creek.

We will continue to refine our program and will work closely with our Community Advisory Board, the City, and potentially other operators to ensure this program is the best fit for the Sutter Creek community. Cornerstones of this approach will be:

- Utilization of the "Let's Talk" campaign to provide resources and toolkits for parents, teachers, coaches and others looking for guidance on how to navigate these discussions with youth
- Utilization of Botvin's accredited LifeSkills program (or other similar curriculum as appropriate) specific to middle school aged youth, deployed through partnerships with appropriate messengers in the community including youth-oriented non-profits and schools

"The Botvin curriculum delivers weekly lessons that are both enlightening and engaging, allowing young minds to recognize and challenge common misconceptions about tobacco, alcohol, and other drug use. It's more than just a class; it's a valuable asset that empowers teens to navigate peer and media pressures using robust coping and resistance skills. It's a resource that helps build self-esteem, promotes resilience, and fosters assertiveness. My heartfelt thanks to Embarc for providing this tool for our teens' growth and development!"

Kim Youn,

Lake Tahoe Unified School District, Youth Counselor

Program Background

The National Institute on Drug Abuse developed A Research Based Guide for Parents, Educators, and Community Leaders for Preventing Drug Use in Children and Adolescents, which serves as an internationally recognized analysis that cites Botvin's research as a guide on how to develop and implement effective youth drug prevention campaigns. This comprehensive guide contains significant science-based research that directed Embarc's efforts to develop and implement an effective youth education and drug prevention campaign.

The following served as foundations in this endeavor:

1. Prevention programs should be tailored to address risks specific to population or audience characteristics, such as age, gender, and ethnicity, to improve program effectiveness (Oetting et al, 1997).
2. Prevention programs aimed at general populations in key transition points, such as the transition to middle school, can produce beneficial effects even among high-risk families and children. Such interventions do not single out at-risk populations and, therefore, reduce labeling and promote bonding to school and community (Botvin et al, 1995; Dishion et al, 2002).
3. Community prevention programs reaching populations in multiple settings, for example, schools, clubs, faith-based organizations, and the media, are most effective when they present consistent, community-wide messages in each setting (Chou et al, 1998).
4. Community prevention programs that combine two or more effective programs, such as family-based and school-based programs, can be more effective than a single program alone (Battistich et al, 1997).
5. Prevention programs are most effective when they employ interactive techniques, such as peer discussion groups and parent role-playing, that allow for active involvement in learning about drug abuse and reinforcing skills (Botvin et al, 1995).
6. Prevention programs should include teacher training on good classroom management practices, such as rewarding appropriate student behavior. Such techniques help to foster students' positive behavior, achievement, academic motivation, and school bonding (Ialongo et al, 2001).
7. When communities adapt programs to match their needs, community norms,

or differing cultural requirements, they should retain core elements of the original research-based intervention (Spath et al, 2002b), which include:

- Structure (how the program is organized and constructed);
- Content (the information, skills, and strategies of the program); and
- Delivery (how the program is adapted, implemented, and evaluated).

Based on this significant body of research, it is clear that the most effective program:

- Targets youth with age-appropriate content at various stages in of development;
- Utilizes multiple learning formats including interactive content;
- Involves multiple parties including teachers, parents, faith-based organizations and more to provide multiple access points for information; and
- Benefits from localism, as long as the program remains rooted in structure, content and delivery.

Audience

To ensure we are both effective and inclusive in outreach, we have segmented our youth drug prevention education into three categories: Youth General, Youth Targeted Age, and Adults in the Lives of Youth.

YOUTH GENERAL: Research has proven that the most effective youth education and drug prevention programs utilize two or more effective programs rather than any single program alone. For example, an effective school-based curriculum is more successful when coupled with at-home and technological components. Thus, Embarc will implement a multicomponent program that takes a holistic approach to youth engagement through:

- Media campaigns with general anti-drug education messaging targeted to all youth

- Educational programming for use as an in-school program, with a toolkit for teachers and/or a program coordinator

Creating a multicomponent program will ensure that youth education and prevention efforts engage youth across multiple channels, in many forums, and on a consistent basis to maximize efficacy.

YOUTH TARGETED IMPACT (MIDDLE SCHOOL): Evidence demonstrates that the first year of middle school is when childhood drug use typically appears, so education before and during the teen years can delay or prevent experimentation and onset of use. At the middle-school level, children are eager to fit in, often overriding instincts to avoid unhealthy behavior, especially in the face of peer pressure. As such, Embarc will focus our youth drug prevention and education efforts on this critical age through the use of Botvin's accredited model.

ADULTS IN THE LIVES OF YOUTH: Ensuring that adults who play a critical role in a young person's life have the tools and education necessary to address questions from youth is a critical component of a community's transition to legal cannabis. In coordination with accredited resources from the State's Let's Talk Campaign and Botvin's individualized tutorials for adults in the lives of youth, Embarc will ensure Sutter Creek adults have the resources necessary to educate youth about the dangers of youth drug use through materials, toolkits and hosted educational events.

Understanding these are difficult conversations that the arrival of legal cannabis may have pushed to happen sooner than parents would have hoped, we believe it is our responsibility as leaders in the legal cannabis industry to do our part to ensure parents have the tools needed to answer tough questions during these critical conversations.

Content

We intend for our Community Advisory Board Members to work collaboratively to implement this effort for youth through local partnership(s). By utilizing the accredited and nationally recognized Botvin LifeSkills Training coursework as the starting point, we can leverage the best science available while tailoring our program specifically to Sutter Creek.

Embarc's Youth Drug Prevention and Educational coursework was developed through a series of workshops with youth drug prevention and education specialists. Understanding that we alone should not decide what is the "best" education for young people, Embarc undertook an extensive process of ensuring Botvin's accredited and nationally recognized content was an impactful and engaging course for today's youth. We created our approach and coursework by:

- Identifying the target age group to focus our efforts;
- Adopting certified coursework resources from Botvin's nationally recognized youth drug prevention work;
- Pursuing a cognitive behavioral approach to education as our framework; and
- Conducting numerous workshops with drug prevention specialists, members of law enforcement, City Council members, parents, and members of Unified School Districts in multiple California communities.

Botvin's e-LST Middle School 1 is a substance abuse and violence prevention program based on more than 35 years of rigorous scientific research. LifeSkills Training is comprehensive and dynamic, designed to promote mental health, social-emotional learning (SEL) skills and positive youth development. In addition to helping young people resist drug, alcohol, and tobacco use, the LifeSkills Training Middle School program also effectively supports the reduction of violence and other high-risk

behaviors. Through tailored courses, learning objectives include:

- **Personal Self-Management Skills:** Students develop skills that help them enhance self-esteem, develop problem-solving abilities, reduce stress and anxiety, and manage anger for better mental health.
- **General Social Skills:** Students gain skills to meet personal challenges such as overcoming shyness, communicating clearly, building relationships, and avoiding violence.
- **Drug Resistance Skills:** Students learn skills that help them build effective defenses against pressures to use tobacco, alcohol, and other drugs.

In this way, we are providing a holistic approach to drug resistance by also focusing on the vital personal and interpersonal factors necessary to effectively discourage youth drug use.

Understanding that those tasked with educating our young people must have the expertise, credentials, and trust of the community, we have initiated and will continue to develop meaningful partnerships with youth-servicing non-profit organizations to provide a full spectrum of ways in which we can appropriately and respectfully contribute to the education and personal development of the community's youth. These efforts are tailored to the specific needs of the community through the guidance of our Community Advisory Board as youth drug prevention and education is not a one-time effort, but rather a continuous commitment to meeting the ever-changing needs of today's youth.

We will work collaboratively with our Community Advisory Board to identify and finalize the most appropriate partnerships for the lifetime of operations.

PROMISES MADE, PROMISES KEPT: SUPPORTING CRITICAL YOUTH EDUCATION WORK – TAHOE ALLIANCE FOR SAFE KIDS (TASK)

The Tahoe Drug-Free Coalition is a group of parents, community leaders, and local law enforcement officers dedicated to providing educational resources to the community to prevent youth drug use. Embarc's team integrated into the organization, attending Board meetings over many months to rebrand the organization into Tahoe Alliance for Safe Kids, developing a new identity package and website, and creating communications channels to better target youth and parents during the pandemic. Our team participates in ongoing meetings to keep our finger on the pulse of the community discussion regarding youth drug use prevention and continuously monitor for adverse impacts associated with legal cannabis operations.

"Embarc has been a steadfast partner in our shared commitment to youth drug prevention and education. From providing the expertise to modernize TASK's website and branding to funding the expansion of Friday Night Live programming, I appreciate the collaborative approach Embarc takes to community benefits and have full confidence in their operations and leadership."

PAULA PETERSON,

BOARD MEMBER, TAHOE ALLIANCE FOR SAFE KIDS

CASE STUDY: SENSITIVELY SUPPORTING YOUTH: BOYS & GIRLS CLUB OF LAKE TAHOE

Embarc conducted initial outreach to the Boys and Girls Club of Lake Tahoe more than five years ago (prior to the community's licensing process even initiating) to get a better sense of community concern regarding legalization. At that time, it was virtually unheard of for a cannabis company to be working with a Boys and Girls Club, let alone for the discussion to be focused on youth education and how to navigate legal cannabis coming to the community.

Since that time, the Boys and Girls Club has continued to be a valued resource and community partner, both as a voice providing oversight of operations as a member of the Community Advisory

Board and as a partner on vital local initiatives. Our partnership is multi-faceted, from providing volunteers for the organization's annual fundraisers, to food and clothing drives to support families during the pandemic, to providing significant (\$50,000) economic support for the organization to build a new Clubhouse for youth.

As previously detailed, the Boys and Girls Club successfully piloted Botvin's youth drug education and prevention curriculum in Tahoe, utilizing Embarc's resources and tools to engage local youth in meaningful conversations. The Club implemented the program with two distinct groups:

- 24 fifth-graders, who attended 45-minute sessions once per week for 10 weeks; and
- 28 teens, primarily sixth and seventh-graders, who participated in 45- to 60-minute sessions for 12 weeks.

The program facilitator reported that many students appreciated the emphasis on managing emotions and coping with stress. The participants expressed that they would remember the three Cs for making sound decisions: Clarify, Consider, and Choose. Furthermore, the students were struck by the addictive nature of nicotine and were surprised to learn how advertising specifically targets teenagers to consume cigarettes and vape pens. They also gained a better understanding of the detrimental effects these substances have on the human body. Overall, the program left a profound and lasting impact on the students, equipping them with valuable knowledge and life skills.

"The Advisory Board comprised of local community organizations, including our Drug Free Coalition, holds Embarc accountable to our community, while also advising them on how to distribute their business donations. Embarc is committed to philanthropy, and in the short time they have been open, have already donated thousands of dollars to local non-profits. I feel strongly that businesses permitted to retail cannabis must conform to the highest standards of ethics and business practices and be willing to work with and support local nonprofits

and youth organizations. In Embarc you will find a business that exemplifies those standards and provides meaningful support and engagement with the local community."

JUDE WOOD,
EXECUTIVE DIRECTOR OF BOYS AND GIRLS
CLUB OF LAKE TAHOE

Volunteerism

In addition to the financial commitments made above, and the specific track record of youth education and drug prevention work that informs our local proposal, Embarc will deploy significant human resources to benefit community partners and local community needs.

Employee Volunteerism

There are few things that feel better than doing a good deed, except perhaps undertaking it with your peers while getting paid for the time spent. Embarc is committed to providing a positive workplace that encourages employees to give back to their community. Partnering our workforce with community organizations will foster a culture of volunteerism among our employees.

Embarc employees will be afforded up to 40 hours of paid time off per year to participate in local community activities and programs through our structured volunteerism program. These opportunities for engagement provide employees with tools for professional development by exposing them to a variety of local organizations. In addition, investment in employees reduces turnover and improves workplace performance.

Research shows that the best way to achieve employee participation is to provide structured volunteer opportunities. Embarc will provide our employees with opportunities to work with our community partners and allow team members to suggest and organize additional activities with their colleagues. These opportunities help employees:

- Learn new skills;
- Gain project management experience;
- Grow personal and professional networks;
- Create a positive presence in our community; and
- Participate in off-site team-building with purpose.

Given that we anticipate employing approximately 15 employees initially, this will result in hundreds of hours of annual volunteerism.

PROMISES MADE, PROMISES KEPT: VOLUNTEERISM IN ACTION – PUTTING PEOPLE BEFORE PROFIT

With more families suffering from food and housing insecurity than ever before, a community partner called us for help. The local food bank received notice that their scheduled volunteers had canceled, leaving them with no team to prepare and serve the community members relying on them for a hot meal. In less than 12 hours, we mobilized our team, closed our doors, and redirected our entire store staff to cover the shift, ensuring the community’s most vulnerable residents received the meals they depend on. This is indicative of the deeply entrenched nature of our community partnerships, and of the seriousness with which we approach volunteerism. Embarc seeks to be the type of partner you can call when it counts because of our track record of delivering on promises.

Quantifying Impact

Contemplating the 5% of gross receipts paid to the City as a Community Benefits Fee and 1% of gross receipts to our internal Community Investment Fund, the projected financial public benefit associated with this proposal over the first 60 months is as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Community Benefits Fee to the City (5%)	\$311,448	\$345,707	\$445,904	\$486,036	\$529,779	\$2,118,873.57
Internal Community Investment Fund (1%)	\$62,290	\$69,141	\$89,181	\$97,207	\$105,956	\$423,774.71
TOTAL	\$373,737	\$414,848	\$535,085	\$583,243	\$635,735	\$2,542,648.29

COMMUNITY PARTNERSHIPS

In addition to the efforts outlined above, Embarc will implement the following customary corporate social responsibility components expected of all community-oriented cannabis businesses as part of its broader Community Benefits Plan in Sutter Creek.

COMMUNITY EDUCATION: We will host educational workshops and non-profit partnership events as part of an ongoing community education and engagement effort. Education is critical in demystifying cannabis and breaking down the barriers and stigma that prevent many from feeling comfortable asking questions about appropriate use. Topics for this education range from cannabis specific (understanding dosing and your body) to public safety (how to safely store cannabis at home). These will be led by Embarc team members and external subject matter experts as appropriate.

SENIOR OUTREACH: Seniors are one of the fastest growing consumer demographics for cannabis, but they are also the most likely to be susceptible to cannabis’ long-lasting stigma. Therefore, it is important to create an atmosphere that makes seniors in the community feel as though they are a part of and welcome at Embarc. Employing seniors within the store is critical in breaking down that barrier.

In recognition of the tremendous medical benefits cannabis can provide this demographic, Embarc is committed to ongoing education and engagement with Sutter Creek’s senior community to dispel the myths, eliminate the stigma and provide education without a sales pitch to help seniors navigate this new normal. We will explore opportunities to partner with senior citizens’ groups and organizations to provide free education workshops on CBD, THC, medical cannabis, dosing, and more. Topics will include cannabis basics, cannabis and pain, cannabis and sleep, and more.

ADDITIONAL DISCOUNT PROGRAMS: High quality, safe and tested cannabis should be accessible rather than exclusive. As such, Embarc maintains a range of discount programs intended to benefit a variety of communities, including seniors and veterans. Additionally, to encourage customers to shop during non-peak hours and mitigate traffic and customer flow impacts, Embarc often offers incentives for online order pick-up or off-hours shopping.

LOCAL BUSINESS PARTNERSHIPS: Embarc will do its part to support working families by keeping dollars local, thereby growing the local economy. This support drives local tax revenues, which in turn supports our tax base and vital local services. It is our intention to obtain goods and retain services from locally licensed small businesses, including, but not limited to, landscaping services; maintenance and janitorial services; miscellaneous professional services; local artisan goods/products; and, most importantly, our employees. We anticipate that Amador County Chamber of Commerce membership could provide a great network of local business contacts for these and other vital components of keeping our dollars local.

In addition to hiring local employees, partnering with local vendors, and relying on local goods and services, Embarc will also create meaningful partnerships with local businesses to cross promote and market their goods and services. Such opportunities span a variety of businesses, ranging from health and wellness (yoga instruction, outdoor gear, etc.) to restaurants, coffee shops, and entertainment. By solidifying promotional partnerships, our operations can help drive additional customers to these businesses.

COMPASSIONATE USE: Cannabis is recognized as an important medical treatment option for many medical conditions ranging from seizures to PTSD to cancer and more. To help meet the medical needs of some patients who are otherwise unable to afford cannabis, Embarc will offer reduced and no-cost medicinal products to low income and

seriously ill patients. This program will be operated in accordance with regulations set forth by the DCC. Patients who want to receive benefits from this program must provide evidence of residency as well as medical and financial need. As part of our Compassionate Use Program, Embarc will host compassion days specifically geared toward veterans through a partnership with a pre-eminent compassionate care provider for veterans.

ADDICTION RESOURCES: We understand that admitting you need help is the first and often hardest step to recovery, and as such, we must be prepared to provide relevant resources to anyone who is willing to ask. Embarc will partner with local community and public health organizations to make resources available regarding addiction recovery and will maintain materials onsite for such requests.

CONCLUSION

Embarc has a demonstrated track record of meeting the unique needs and priorities of each community it serves. As part of that ongoing effort, we will coalesce leading community voices in Sutter Creek into a Community Advisory Board tasked with ensuring our local community benefits remain focused on addressing the pressing needs of residents.

Ultimately, this Community Benefits Plan reflects a community-centered model that is responsive to local priorities, now backed by years of execution, expanded operational experience, and measurable impact across California.

LOCATION PLAN

Our team's practical experience entitling dozens of cannabis operations has proven that site selection is critical to the viability of a proposed cannabis business.

As such, prior to finalizing selection, we undertook an extensive diligence process led by our team member who grew up in Sutter Creek and further informed by conversations with residents, stakeholders, and through our community listening session.

These efforts resulted in us selecting the former bank building located at 11 Ridge Road in Sutter Creek as our proposed location for this endeavor.

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At a high-level, we appreciate that this site enjoys many benefits for both the business and the community, including but not limited to the following:

- The site is substantially buffered from sensitive uses
- The site is appropriately parked
- The site is ideally situated with frontage on Ridge Road, just off Highway 49
- The site is ideally situated in a commercial corridor
- The site exists outside of Sutter Creek's historic downtown core
- The site is surrounded by compatible commercial uses
- The property is currently vacant, ensuring no displacement of an existing business

Property Description

The subject property is located at 11 Ridge Road in the City of Sutter Creek, Amador County, California. The site is situated just off State Highway 49 within a developed commercial corridor that serves both residents and visitors.

The parcel is approximately 0.25 acres in size and is zoned C-2 (General Commercial), with surrounding land uses consisting primarily of retail,

restaurant, service commercial, and hospitality-related businesses. The property has convenient vehicular access, 17 dedicated on-site parking spaces, and visibility from Ridge Road, making it suitable for retail commercial use.



Building Description

The building is a single-story commercial structure containing approximately 2,600 square feet. Originally developed as a bank branch facility, the building was constructed in the mid-1980s and is configured for customer-serving commercial operations.

The current structure includes a retail/service counter area, private offices, storage and utility areas, ADA-accessible customer entry, and a designated parking area. The building is of conventional commercial construction and is currently suited for adaptive reuse as a retail cannabis dispensary with minimal modifications anticipated.

The property is well maintained and compatible with surrounding commercial development patterns within the City of Sutter Creek. Adjacent and nearby businesses include restaurants, tasting rooms, specialty retail shops, fuel and convenience services, and professional offices, reflecting the established commercial character of the Ridge Road and Highway 49 corridor.

The proposed dispensary use is consistent with the surrounding pattern of commercial development and is compatible with neighboring retail-oriented land uses.



Floor Plan

Our approach to spatial planning has been informed by our Head of Security and former law enforcement officer, Matt Carroll, our retail leadership team, existing operations across the state, and our construction team, which has successfully developed more than a dozen Embarc dispensaries. The proposed floor plan for this site has also been thoughtfully designed to incorporate and leverage the property's existing security infrastructure from its prior use as a bank.

Key components of the proposed layout are summarized below.

Exterior Features:

- Access will be provided through the existing entrance and exit doors, which lead into a secure reception area. No access beyond the reception area will be permitted

until identification verification has been completed.

- In alignment with our broader commitment to Crime Prevention Through Environmental Design (CPTED) principles, exterior windows into the reception area will remain unfrosted to maintain visibility from the exterior into the interior space where no cannabis products or cannabis-related activities occur. This design supports natural surveillance and visibility for law enforcement and public safety personnel.
- Conversely, and in consideration of feedback received from local stakeholders, exterior windows adjacent to the retail sales floor are proposed to be frosted from zero (0) to five (5) feet above grade to provide customer privacy while maintaining compatibility with the surrounding commercial environment.

Interior Features:

- As described above and further detailed in the Business Plan, customers will first enter a secure reception area where identification verification will occur prior to being granted access to the retail sales floor.
- Upon completion of the verification process, customers will enter the retail sales area, which will utilize the existing bank "teller row" configuration as a cash wrap and service counter area. This layout clearly delineates customer-facing areas from employee-only operational areas within the sales floor.
- Back-of-house areas will be restricted to employees only and will include a break room, restroom facilities, secure vault room, inventory storage room, and additional office and storage spaces necessary for business operations.
- In accordance with State regulations, cannabis inventory deliveries will occur at the rear of the building and will only be permitted following verification and

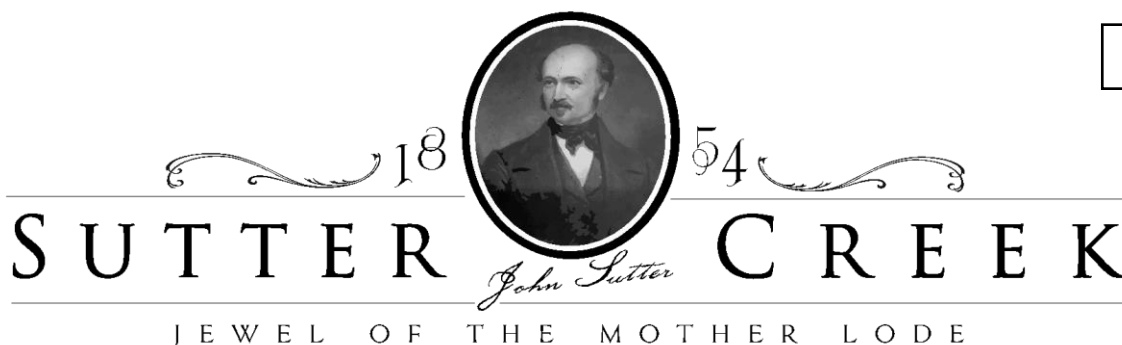
authorization by on-site security personnel and employees.

Embarc Aesthetic

Embarc has a proven track record of revitalizing underutilized commercial spaces into warm, welcoming cannabis storefronts. Given full conceptual drawings have not been completed for Sutter Creek, we have included images of existing retail storefronts to provide insight into our planned aesthetic.







STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: SEPTEMBER 21, 2026
FROM: ALEJANDRA ZAMBRANO, INTERIM CITY CLERK
SUBJECT: 2026 WEED ABATEMENT COMPLIANCE REPORT

RECOMMENDATION:

Receive and file the report regarding the status of the City's 2026 weed abatement efforts.

BACKGROUND:

As part of the City's annual weed abatement and fuel-reduction efforts, properties requiring vegetation and fuel reduction were inspected and posted. Property owners were provided an opportunity to complete the required work voluntarily.

Initially, 18 properties were identified as requiring weed abatement or fuel reduction. Following the initial posting and compliance period, five property owners completed the required work, reducing the number of outstanding properties from 18 to 13.

DISCUSSION:

After the initial compliance period, 13 properties remained out of compliance. The City mailed 15-day Fire Protection Violation Notices to the affected property owners on August 3 and August 5, 2026. The notices provided the property owners with an additional opportunity to complete the required work.

Following receipt of the notices, the affected property owners either completed the required work or contacted the City to coordinate their compliance efforts. City staff worked with property owners who demonstrated good-faith efforts to schedule and complete the necessary work.

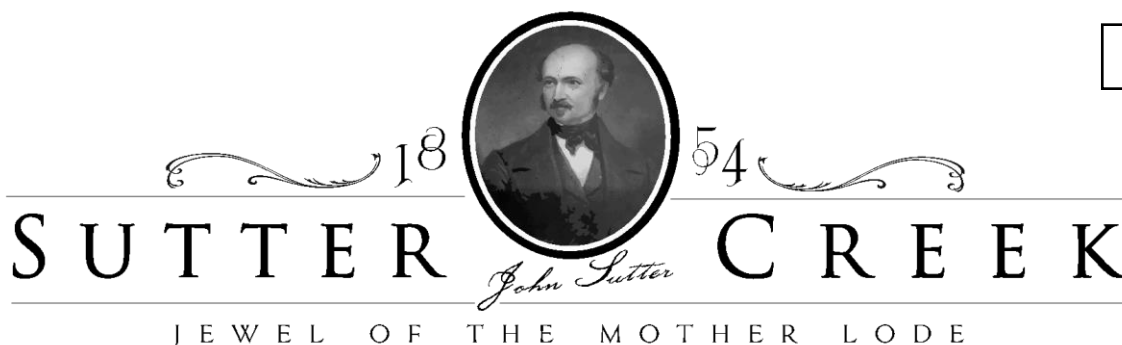
By the date of this report, all property owners who received a 15-day notice had either completed the required work or coordinated their compliance efforts with the City. Consequently, the City did not need to hire a contractor, pursue additional enforcement, or initiate cost-recovery proceedings.

BUDGET IMPACT:

There is no additional budget impact. The City did not incur contractor or abatement costs. Staff time associated with inspections, notices, and coordination was absorbed within the existing budget.

ATTACHMENT:

None.



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: SEPT 21, 2026
FROM: TOM DUBOIS, CITY MANAGER
SUBJECT: ACUSD CONSOLIDATION PROJECT CEQA COMMENT LETTER

RECOMMENDATION:

Adopt Resolution No. 25-26-XX to authorize the City Manager to submit a CEQA comment letter substantially similar to Exhibit A regarding the Amador County Unified School District (ACUSD) School Consolidation Program Project IS/MND; direct transmittal to ACUSD prior to the September 30, 2026 public review deadline; and authorize the City Manager to initiate negotiations on a Memorandum of Understanding (MOU) with the District.

BACKGROUND:

ACUSD has issued an Initial Study / Mitigated Negative Declaration (IS/MND) proposing a countywide school consolidation program. Under the current plan, all high school upperclassmen in Grades 10 through 12 will be consolidated at Amador High School in Sutter Creek, increasing student enrollment from 573 to 821 students (+43%). Moving 9th graders off-campus and concentrating 10th through 12th graders fundamentally alters the campus driver demographic, creating a student body composed almost entirely of licensed or license-eligible 16- to 18-year-old drivers.

While the City of Sutter Creek supports the School District, which is faced with declining enrollment, staff's technical review of the IS/MND identified environmental and operational deficiencies under CEQA. If adopted without modification, the project could cause unmitigated traffic gridlock along Spanish Street, Sutter-Ione Road, and State Route 49, while spilling student parking into surrounding residential neighborhoods.

SUMMARY OF CORE CEQA DEFICIENCIES IDENTIFIED

CEQA Issue Area	IS/MND Flaw & Source Citation	Required City Remedy
Flawed Baseline & Queuing Model	Relies on an October 2024 SimTraffic study that modeled a 603-student middle school (Grades 7–8) instead of 821 high school upperclassmen (<i>IS/MND p. 188; App. D p. D-43</i>).	Require new, site-specific SimTraffic modeling for 10th–12th grade upperclassmen driver profiles (Exhibit A).
Missing Vehicle Modal Split	Uses generic ITE person-trip rates (1.94 trips/student) without estimating physical student driver vehicle counts or bus ratios (<i>App. A p. A-42</i>).	Model exact physical vehicle arrivals, bus seat guarantees, and parent drop-off splits.
SR 49 / Sutter-Ione Road Safety	Intersection #7 meets Caltrans Peak Hour Signal Warrants in all scenarios creating an unmitigated physical safety hazard under CEQA Guidelines Appendix G, Section XVII(c), as well as a policy conflict under Section XVII(a). (<i>App. D p. D-77</i>).	Commit to co-apply for state grants for mitigation on SR 49, for example time-of-day 25 MPH flashing warning beacons
ACTC Regional Funding Conflict	Disclaims off-site safety work (<i>p. 175</i>) while ACTC funding rules restrict city grants to resurfacing, prohibiting road widening/sidewalks (in conflict with ACTC Regional planning docs).	Commit to joint Caltrans ATP/HSIP grant applications to fund pedestrian safety improvements.
Deferred TDM Mitigation	Mitigation Measure TRA-1 defers TDM implementation up to 2 years post-approval without binding standards on Day 1 (<i>IS/MND p. 185</i>).	Require Day 1 operational TDM commitments: staggered bell schedules, drop-off valet loops, and permit rules.

DISCUSSION:

The City has until Sept 30 to submit a comment letter to the School District. Staff recommends submitting a letter highly similar to the attached for the following reasons:

1. Establishes Legal Defensibility & Exhausts Administrative Remedies

Section 9, Item A.

Under CEQA, affected municipalities must submit specific, evidence-based objections prior to the close of the public review period (September 30, 2026). Failing to challenge the District's reliance on an invalid middle school traffic model or deferred TDM mitigation would waive the City's legal standing and force Sutter Creek residents to absorb all operational traffic and parking impacts permanently.

2. Protects Public Safety & Neighborhood Livability

Concentrating 821 upperclassmen on narrow residential streets (Spanish Street, Oro Madre Way, Sutter-Ione Road) without staggered bell schedules or queuing controls creates severe collision risks and threatens emergency vehicle access. Furthermore, establishing that SR 49 / Sutter-Ione Road satisfies Caltrans Peak Hour Signal Warrants obligates both the District and Caltrans to address high-speed highway traffic safety.

3. Propose Cost Effective Solutions for our Small Budgets (MOU)

Neither the City of Sutter Creek nor ACUSD possesses general fund reserves to pay for daily police overtime or multi-million-dollar roadway widenings. The recommended strategy introduces a pragmatic, low-cost MOU framework that protects both agencies' budgets through three areas:

- Low-Cost Administrative Parking Enforcement: Replaces expensive police ticketing overtime with school administrative discipline. The District incorporates municipal parking rules into the Student Code of Conduct and revokes on-campus parking/extracurricular permits for students who park illegally on City streets.
- Day 1 Operational TDM Controls: Requires a 20-to-30-minute staggered bell schedule between Sutter Creek Elementary and Amador High School, alongside a staff-managed on-campus drop-off valet loop to keep waiting cars off Spanish Street.
- Joint State Grant Partnerships: Instead of disputing unfunded local obligations, the City and District agree to co-apply for Caltrans Active Transportation Program (ATP) and Highway Safety Improvement Program (HSIP) grants to cover 100% of capital costs for SR 49 flashing beacons and Spanish Street pedestrian crosswalks.

BUDGET IMPACT:

The recommended strategy avoids forcing the City to fund police overtime for daily parking enforcement. Positioned as joint grant applicants, the City and District can access state infrastructure grant programs otherwise unavailable to small rural general funds.

ATTACHMENT:

1. Draft City of Sutter Creek Letter to ACUSD on CEQA Findings for Consolidation
2. Resolution Authorizing sending a formal letter to ACUSD
3. Parking enforcement and SRO MOU
4. Notice of Intent by ACUSD

CITY OF SUTTER CREEK
18 Main Street, Sutter Creek, CA 95685

September 14, 2026

VIA ELECTRONIC MAIL

Jared Critchfield, Superintendent
Board of Trustees
Amador County Unified School District
217 Rex Avenue
Jackson, CA 95642

SUBJECT: Comments on the Initial Study / Mitigated Negative Declaration for the Amador County Unified School District School Consolidation Program Project

Dear Superintendent Critchfield and Members of the Board of Trustees:

This letter provides the City of Sutter Creek's formal comments on the Initial Study / Mitigated Negative Declaration (IS/MND) for the Amador County Unified School District (ACUSD) School Consolidation Program Project. The City supports the District's goal to consolidate schools due to declining enrollment and wants to work together. However, as the city surrounding Amador High School, we have found several issues in the IS/MND and are concerned about student safety and impacts on nearby residents.

As detailed herein and set forth in Exhibit A (Technical Evaluation of Appendix D SimTraffic Queuing Model Flaws), attached hereto and incorporated by reference into the administrative record, the IS/MND uses an outdated October 2024 traffic study that modeled a middle school rather than the proposed high school. It leaves out site-specific traffic and queuing models for the high school, ignores student driver demographics for Grades 10–12, misses a key conflict regarding regional funding for bike and pedestrian routes, leaves out safety fixes at SR 49 and Sutter-Ione Road, delays Transportation Demand Management (TDM) plans, and pushes parking enforcement costs onto the City.

To address these concerns without placing heavy financial burdens on either agency, the City proposes signing a Memorandum of Understanding (MOU) before project approval. This MOU would cover low-cost administrative parking rules, staggered bell schedules, and joint grant applications.

Below is our detailed CEQA analysis, followed by specific questions for the District to answer in a revised environmental document.

I. SUBSTANTIVE CEQA DEFICIENCIES

1. Unstable Project Description and Flawed Traffic Baseline (*CEQA Guidelines § 15064; County of Inyo v. City of Los Angeles*)

CEQA requires an accurate and consistent project description. The IS/MND fails this requirement because its traffic analysis relies on an old study that evaluated a completely different campus setup:

- The September 2026 IS/MND states that Amador High School will serve Grades 10 through 12, with enrollment rising from 573 to 821 students (*IS/MND*, Section 2, pp. 24, 31; Table 1, p. 35). However, Appendix D reveals that traffic and queuing calculations used an October 2024 study where Amador High was modeled as a Junior High School (Grades 7–8) with 603 students (*IS/MND*, Section XVII, p. 188; Appendix D, pp. D-1, D-40, D-43).
- Demographic Differences: Removing 9th graders (14- and 15-year-olds who do not drive) and concentrating 10th through 12th graders creates a student body made up mostly of licensed drivers. Modeling high school upperclassmen traffic using middle school student habits underestimates peak-hour trips, arrival patterns, drop-off queues, and parking needs.

2. Omission of Site-Specific Traffic & Queuing Modeling for Amador High School

Instead of conducting new traffic modeling for the 821-student senior high school layout, the District adjusted numbers from the 2024 middle school model (*IS/MND*, p. 188; Appendix D, pp. D-40, D-123).

- The District claims that the October 2024 traffic model was well calibrated and sufficient to evaluate the 821-student campus (*IS/MND*, p. 188; Appendix D, p. D-39). As shown in Exhibit A, using middle school drop-off data to predict high school driver traffic makes the model's queue and travel predictions inaccurate.
- The IS/MND lacks site-specific traffic simulations (SimTraffic) showing arrival times, turn queuing, or drop-off patterns for 821 high schoolers on narrow local roads (Spanish Street, Sutter-Ione Road, and Oro Madre Way). Relying on old middle school data fails to meet CEQA standards for substantial evidence.

3. Flawed Trip Generation Metrics & Unanalyzed Modal Mix (Vehicles vs. Person-Trips)

The IS/MND applies standard Institute of Transportation Engineers (ITE) Land Use Code 525 (High School) trip rates yielding 1.94 daily trips per student (*IS/MND* Appendix A, p. A-42; Appendix D, p. D-80). This methodology contains two major flaws:

- Failure to Model Physical Vehicles: Generic ITE rates measure total person-trips, but fail to isolate the actual modal split (i.e., how many students arrive via school buses, personal student vehicles, parent drop-offs, or biking/walking).
- Increased Vehicle-per-Student Ratio: Excluding 9th graders from campus significantly increases the ratio of licensed drivers per student compared to standard high school averages. The IS/MND provides no empirical modeling of the actual number of physical student vehicles that will arrive on campus daily, leaving its on-campus drop-off queue and off-campus parking analyses unsubstantiated.

4. ACTC Conflict Between their Regional Transportation Plan and Funding Policies

The IS/MND claims that the project will not conflict with the Amador County Transportation Commission (ACTC) Regional Transportation Plan (RTP) or local Circulation Elements because all project improvements occur "solely on-site". This conclusion ignores a fundamental policy conflict:

- RTP Multi-Modal Policy: The ACTC Regional Transportation Plan mandates complete streets, bicycle and pedestrian safety, and non-motorized infrastructure expansion.
- ACTC Restricted Funding Policy: In practice, ACTC's funding allocation policy to local cities restricts grant funds strictly to repaving and resurfacing existing roadway surfaces, prohibiting funds from being used to widen roadways, construct sidewalks, or add bike lanes.
- Low-Cost Joint Grant Partnership Solution: Because ACTC funding is restricted to resurfacing existing pavement and the District disclaims responsibility for off-site improvements, the City lacks local general funds to widen narrow local streets (Spanish Street and Sutter-Ione Road) or build sidewalks. To resolve this without spending local tax dollars, the District must commit in the TDM Plan to co-apply with the City for external state grants—such as Caltrans Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and Safe Routes to School grants—to cover 100% of capital costs for pedestrian crosswalks and safety features.

5. Unanalyzed Traffic Hazards & Signal Warrant Needs at SR 49 / Sutter-Ione Road (Intersection #7)

The primary regional access point for Amador High School is the unsignalized intersection of State Route 49 and Sutter-Ione Road (Intersection #7), where posted highway speeds reach 55 mph (*Appendix D, p. D-4*) [256, 464]:

- Caltrans Signal Warrants Satisfied: The District's traffic memo confirms that Intersection #7 meets Caltrans Warrant 3 (Peak Hour Signal Warrant) across all evaluated scenarios (Existing, Opening Year 2026, and Cumulative 2040, both with and without the project) under both 100% and 70% warrant factors (*Appendix D, Table 14, pp. D-77, D-123*).
- Mandatory Safety Analysis Under CEQA Guidelines Appendix G, § XVII(c): While Senate Bill 743 (CEQA Guidelines § 15064.3(a); Pub. Res. Code § 21099) eliminated automobile delay and Level of Service (LOS) as standalone environmental metrics, CEQA Guidelines Appendix G, Section XVII(c) strictly requires lead agencies to evaluate whether a project will "*substantially increase hazards due to a geometric design feature or incompatible uses*". Satisfying Caltrans Peak Hour Signal Warrant 3 demonstrates that side-street traffic cannot safely merge onto the highway during peak hours without forced gap acceptance and severe collision risks.
- Policy conflict under CEQA Section XVII(a) with the ACTC Regional Transportation Plan Policy 2F and Sutter Creek General Plan Policies C-1.2.1 and C-1.4.1.
- Dismissal of Physical Safety Hazards: The IS/MND dismisses highway queuing hazards by asserting that "*drivers are attentive when driving and obey traffic laws*" and that adding vehicles to congested roads is not a safety hazard per se. Under CEQA Guidelines Appendix G, § XVII(c), mixing high-speed 55 MPH corridor traffic with turning school buses and novice 10th–12th grade student drivers creates an unmitigated, physical collision hazard that cannot be hand-waved away by assuming driver attentiveness.
- Mitigation: To address this physical safety hazard, the District should commit in the environmental document to co-applying with the City for state grant funds (such as Caltrans ATP/HSIP) to install time-of-day active flashing warning beacons and establish

a reduced 25 MPH School Zone speed limit on SR 49 near Sutter-Ione Road during peak morning arrival (7:30–8:30 AM) and afternoon dismissal (2:30–3:30 PM) hours.

6. Unfunded Municipal Burden & Low-Cost Administrative Parking Enforcement

With 821 upperclassmen on campus, student driver parking demand will exceed available on-campus stalls. The IS/MND proposes to manage spillover parking by establishing "No Parking" zones on Oro Madre Way and Spanish Street and constructing a perimeter fence (*IS/MND*, pp. 186–187; *Appendix D*, p. D-38).

- Unfunded Police Burden: Enforcing municipal parking restrictions solely through police ticketing shifts an unmitigated operational and financial burden onto the Sutter Creek Police Department .
- Cost-Sensitive Administrative Enforcement: Rather than generating police overtime costs, the District must adopt a zero-cost administrative parking enforcement policy. By incorporating municipal parking compliance into the Amador High School Student Code of Conduct, the District can enforce parking rules directly: students who park illegally on Oro Madre Way, Spanish Street, or adjacent residential streets will face immediate revocation of their on-campus parking permits and extracurricular privileges, utilizing campus staff during routine morning rounds.

7. Impermissible Deferral & Day 1 TDM Commitments (Mitigation Measure TRA-1)

The IS/MND relies entirely on Mitigation Measure TRA-1 (Transportation Demand Management Plan) to reduce Vehicle Miles Traveled (VMT) by 2,043 miles/day (*IS/MND*, pp. 185–187; *Appendix D*, pp. D-37–38) . TRA-1 fails CEQA legal standards (*Sundstrom v. County of Mendocino*):

- Impermissible Deferral: TRA-1 explicitly allows ACUSD up to "[w]ithin two years of project approval" to prepare and implement the TDM Plan (*IS/MND*, p. 185). Operating the consolidated campus for two years without an adopted TDM Plan leaves local streets unprotected.
- Unsubstantiated Bus Reliability Commitments: TRA-1 promises that ACUSD will "commit to no longer canceling school bus routes" (*IS/MND*, p. 186). However, District records reveal an ongoing severe bus driver shortage resulting in 105 route cancellations during the 2025–2026 school year alone (*Appendix D*, p. D-6).
- Day 1 TDM Commitments: To provide enforceable mitigation on Day 1, the District must commit in TRA-1 to:
 1. A mandatory 20-to-30-minute staggered bell schedule between Sutter Creek Elementary School and Amador High School.
 2. An on-campus volunteer drop-off valet loop managed by school staff to prevent Spanish Street vehicle staging.
 3. Binding administrative permit revocation rules for off-campus parking violations.

II. SPECIFIC QUESTIONS TO BE ANSWERED BY ACUSD

The City of Sutter Creek has the following technical inquiries that the District is requested to answer in a revised environmental document:

Traffic Modeling, Driver Demographics & Modal Split

1. Updated Site-Specific High School Study: Will the District prepare an updated, site-specific traffic and queuing study (SimTraffic) specifically modeling the 821-student, Grades 10–12 high school population at Amador High School that resolves the methodological defects detailed in Exhibit A?
2. Student Driver & Vehicle Counts: What is the precise estimated number of licensed student drivers expected at Amador High School? How many physical student-driven vehicles will arrive on campus daily?
3. Modal Split Breakdown: What is the specific anticipated modal split for the 821 students (i.e., exact number of students traveling via District buses, personal student vehicles, parent drop-offs, walking, or transit)?

State Route 49 / Sutter-Ione Road Intersection Safety

4. Signalization & Infrastructure Mitigation: Given that SR 49 / Sutter-Ione Road satisfies Caltrans Peak Hour Signal Warrants in all scenarios (*Appendix D, p. D-77*) [558, 559], what specific intersection improvements will the District help fund or construct?
5. Time-of-Day Flashing Beacons & Speed Reduction: Will the District commit to co-applying for state grant funds to install active time-of-day flashing warning beacons and establish a reduced 25 MPH School Zone speed limit on SR 49 near Sutter-Ione Road during morning drop-off (7:30–8:30 AM) and afternoon dismissal (2:30–3:30 PM)?

Pedestrian Infrastructure & Regional Funding Conflicts

6. ACTC Funding Policy & Joint Grant Partnerships: Acknowledging that ACTC regional transportation funding to cities is restricted to roadway resurfacing and cannot be used for road widening or sidewalk construction (*Appendix D, p. D-15;*), will the District execute a binding commitment to co-apply with the City for Caltrans ATP, HSIP, and Safe Routes to School grants to fund 100% of off-site pedestrian safety features at zero local general fund cost?
7. Safe Routes to School: What specific off-site pedestrian crosswalks, sidewalk extensions, or flashing beacons will be included in joint grant applications to protect students walking between Amador High School and adjacent residential neighborhoods?

On-Campus Parking & Administrative Enforcement

8. Parking Supply vs. Demand: How many total vehicular parking stalls exist on the Amador High School campus, how many are reserved for faculty/staff, and how many remain for student drivers ?
9. Administrative Parking Enforcement Policy: Will the District commit to incorporating municipal parking compliance into the Amador High School Student Code of Conduct and establishing an administrative permit revocation policy for students who park illegally on Oro Madre Way or Spanish Street, avoiding police overtime costs?

TDM Enforcement & Day 1 Commitments

10. Day 1 TDM Implementation: Will the District revise Mitigation Measure TRA-1 to ensure a fully funded TDM Plan is operational *prior* to opening the consolidated campus, rather than deferred up to two years (*IS/MND, p. 185*)?
11. Bus Driver Recruitment Commitments: Given the 105 bus route cancellations in 2025–2026 (*Appendix D, p. D-6*), what concrete financial or administrative commitments is the District making to guarantee 100% bus route reliability on Day 1?
12. Mandatory Tiered Bell Schedule & Valet Loop: Will the District adopt a mandatory, binding 20-to-30-minute tiered bell schedule between Sutter Creek Elementary and Amador High School, and implement an on-campus drop-off valet loop managed by school staff on Day 1?

III. FORMAL REQUEST FOR SUPPLEMENTAL CEQA REVIEW & MOU

To resolve these concerns constructively without causing financial strain, the City of Sutter Creek proposes signing a Memorandum of Understanding (MOU) before project approval. This agreement would focus on joint parking enforcement, staggered bell schedules, and co-applying for state grants for public safety.

Because the current IS/MND relies on middle school traffic data, omits vehicle counts, misses funding constraints, leaves out safety controls on SR 49, and delays TDM plans, the City asks ACUSD to:

1. Withdraw the September 2026 Initial Study / Mitigated Negative Declaration.
2. Prepare an updated Traffic, Queuing, and Parking Study modeling the 821-student, Grades 10–12 population and physical vehicle modal split.
3. Re-formulate Mitigation Measure TRA-1 to establish TDM performance standards effective prior to campus opening.
4. Re-circulate a Revised IS/MND or prepare a targeted Environmental Impact Report (EIR) addressing the City's inquiries and incorporating cooperative MOU commitments.

The City is available to meet with District representatives to resolve these matters collaboratively.

Sincerely,

City Manager
City of Sutter Creek

CC: City Council, City of Sutter Creek
Amador County Transportation Commission (ACTC)
Caltrans District 10

Attachments:

Exhibit A: Technical Evaluation of Appendix D SimTraffic Queuing Model Flaws

EXHIBIT A: TECHNICAL EVALUATION OF APPENDIX D SIMTRAFFIC QUEUING MODEL FLAWS

RE: Invalidation of Environmental Findings Due to Reliance on an Outdated Middle School Traffic Baseline (CEQA Guidelines § 15064; PRC § 21080; County of Inyo v. City of Los Angeles)

1. Misrepresentation of the Baseline Project Description

In both the body of the Initial Study / Mitigated Negative Declaration (*IS/MND*, Section XVII, p. 188) and the Transportation Technical Memorandum (*Appendix D*, p. D-39), the District attempts to justify its queuing analysis with the following statement:

"Vehicle queuing was analyzed as part of the operational analysis prepared and submitted to ACUSD in October 2024 with the old project description, included in Appendix A. The prior study included thoroughly calibrated SimTraffic microscopic simulation, which provided robust, stochastic vehicle queue quantification by modeling driver behavior and lane changing dynamics. The results of the October 2024 analysis in combination with a slightly different project description (the proposed project) were used to estimate how vehicle queuing would be expected with the proposed project."

Characterizing the change between the October 2024 study and the September 2026 proposed project as a "slightly different project description" is a fundamental misrepresentation of the environmental baseline:

- October 2024 Study Baseline (*Appendix D*, Table 1, p. D-43): In the 2024 study, Amador High School was evaluated as a Junior High School (Grades 7–8) serving 603 students.
- September 2026 Proposed Project (*IS/MND*, Table 1, p. 35; *Appendix D*, p. D-2): In the current proposed project, Amador High School is designated as the consolidated Countywide Senior High School (Grades 10–12) serving 821 upperclassmen.

A shift from a 603-student middle school to an 821-student senior high school represents a +36% increase in campus population over the 2024 model and a +43% increase over current campus enrollment (573 students). Replacing a middle school land use with a senior high school land use is a structural change in project baseline, not a minor modification.

2. Invalidation of SimTraffic Microscopic Calibration

SimTraffic is a microscopic simulation tool that models individual vehicle movements, gap acceptance, driver deceleration, lane-changing friction, and queue propagation based on user-calibrated behavioral parameters.

The District claims that because SimTraffic was "thoroughly calibrated" in October 2024, those outputs remain valid for the 2026 high school project. This claim is methodologically invalid because middle school driver profiles and upperclassmen high school driver profiles exhibit completely different operational behaviors:

1. Non-Driving Population (2024 Middle School Model): Junior high students (Grades 7–8, ages 12–14) cannot drive. Under the 2024 model, 100% of non-bus vehicular traffic consists of parent

drop-offs and pick-ups. Parent loading operates as a continuous, valet-style drop-off loop with rapid vehicle turnover and short dwell times.

2. Licensed Student Driver Population (2026 High School Project): Senior high students (Grades 10–12, ages 16–18) are licensed drivers.. Furthermore, because 9th graders (ages 14–15) have been relocated to Argonaut Junior High, the proportion of licensed drivers per student at Amador High School will be higher than at a standard 9–12 high school.
3. Operational Friction & On-Street Queuing: High school upperclassmen arrive in individual vehicles, search for limited on-campus or permit parking stalls, execute parallel/perpendicular parking maneuvers on surrounding municipal streets (Spanish Street, Oro Madre Way, Sutter-Ione Road), create entry/exit bottlenecks at campus parking gates, and attempt to depart en masse at the afternoon dismissal bell.

A SimTraffic model calibrated for 12- to 14-year-old parent drop-offs cannot simulate the lane-changing friction, parking search delays, and street queuing generated by hundreds of 16- to 18-year-old novice drivers. Re-using middle school simulation parameters to evaluate senior high school traffic renders the queuing conclusions scientifically meaningless.

3. Failure to Provide Substantial Evidence (*CEQA Guidelines § 15384*)

Under CEQA, an agency's findings must be supported by "*substantial evidence in light of the whole record*" (PRC § 21080(e)). Argument, speculation, or unverified extrapolation does not constitute substantial evidence.

- No Re-Running of the Simulation: The District explicitly admits in Appendix D that it did not re-run SimTraffic for the 821-student senior high school configuration. Instead, it made manual adjustments to trip volumes at nearby intersections and declared that the results were "*comparable to the queuing that would be expected*" .
- Omission of Dismissal Surge Modeling: High school dismissal creates an instantaneous peak vehicle discharge when the final bell rings. The IS/MND offers no microscopic simulation showing how this dismissal surge will queue at the intersections of Spanish Street / Sutter-Ione Road, Oro Madre Way / Sutter-Ione Road, or Spanish Street / Old Route 49.
- Dismissal of Traffic Hazards as "Attentive Drivers": In response to potential queuing spillover onto regional arterials, the IS/MND asserts that "*drivers are attentive when driving and obey traffic laws*" and that "*the addition of vehicles to an existing congested roadway segment or intersection does not, by itself, constitute a transportation safety hazard*". CEQA requires the lead agency to evaluate whether project-generated queuing creates physical safety hazards (such as blocking sightlines, obstructing emergency access, or backing up onto SR 49). Dismissing real-world queuing risks by assuming driver attentiveness violates CEQA's mandate to analyze physical environmental impacts.

4. Mandatory CEQA Remedy Required of ACUSD

To remedy this fundamental evidentiary defect, the City of Sutter Creek asks the District to take the following steps prior to re-circulating the environmental document:

1. Conduct a New Site-Specific Microscopic Traffic Simulation (SimTraffic): Re-run the SimTraffic model specifically for the 821-student, Grades 10–12 configuration at Amador High School.
2. Calibrate for High School Upperclassmen Demographics: Input actual high school driver parameters, including:
 - Empirical student driver generation rates reflecting a Grades 10–12 demographic [603].
 - Vehicle dwell times and friction factors associated with on-campus permit parking and off-campus street parking search behavior.
 - Peak afternoon dismissal discharge rates.
3. Evaluate Queue Lengths Against Storage Capacities: Disclose exact 95th-percentile queue lengths for all turn lanes and approaches at the intersections of SR 49 / Sutter-Ione Road, Spanish Street / Sutter-Ione Road, Oro Madre Way / Sutter-Ione Road, and Spanish Street / Old Route 49.
4. Identify Binding Physical Mitigation: If queues exceed available storage or back up into through-lanes or state highway corridors, formulate enforceable physical mitigation measures (e.g., turn-pocket extensions, traffic signalization, time-of-day speed controls, or mandatory staggered dismissal schedules).

RESOLUTION NO. 26-27-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUTTER CREEK, CALIFORNIA, AUTHORIZING STAFF TO PROVIDE FORMAL CEQA COMMENTS REGARDING THE AMADOR COUNTY UNIFIED SCHOOL DISTRICT SCHOOL CONSOLIDATION PROGRAM PROJECT AND DIRECTING TRANSMITTAL TO THE DISTRICT

WHEREAS, the Amador County Unified School District ("District" or "ACUSD") has prepared an Initial Study / Mitigated Negative Declaration (IS/MND) pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code § 21000 *et seq.*) for the ACUSD School Consolidation Program Project; and

WHEREAS, the proposed Project includes consolidating all countywide high school upperclassmen in Grades 10 through 12 at Amador High School within the municipal boundaries of the City of Sutter Creek, increasing student enrollment at the campus from 573 to 821 students (+43%); and

WHEREAS, the City of Sutter Creek ("City") is an affected public agency with land use, public safety, law enforcement, and municipal roadway maintenance jurisdiction over the streets surrounding Amador High School, including Spanish Street, Sutter-Ione Road, Oro Madre Way, and Old Route 49; and

WHEREAS, the public review period for the IS/MND runs from September 1, 2026, to September 30, 2026; and

WHEREAS, City staff, CEQA legal counsel, and transportation advisors have reviewed the IS/MND, Appendix A, and Appendix D, identifying critical legal, environmental, and technical deficiencies under CEQA, including:

1. **Unstable Project Description:** Reliance on an outdated October 2024 traffic study that modeled Amador High School as a 603-student Junior High School (Grades 7–8) rather than an 821-student Senior High School (Grades 10–12);
2. **Invalid SimTraffic Queuing Model:** Failure to conduct site-specific microscopic traffic simulation for senior high school upperclassmen student drivers, as detailed in **Exhibit A**;
3. **Omission of Physical Vehicle Modal Split:** Application of generic person-trip rates without modeling actual physical student driver vehicle counts;
4. **Unanalyzed Safety Hazards on State Route 49:** Failure to propose signalization or speed control mitigation at SR 49 / Sutter-Ione Road despite satisfying Caltrans Peak Hour Signal Warrants in all scenarios;

- 5. **Regional Infrastructure Policy Conflict:** Conflict between regional multi-modal transportation goals and regional funding restrictions that prohibit widening municipal streets for pedestrian/bicycle safety;
- 6. **Unfunded Municipal Parking Burdens:** Shifting off-campus student parking enforcement onto the Sutter Creek Police Department without cost reimbursement; and
- 7. **Impermissible Deferral of Mitigation:** Deferring implementation of Mitigation Measure TRA-1 (Transportation Demand Management Plan) up to two years post-approval without binding operational standards on Day 1; and

WHEREAS, the City Council desires to submit formal comments requesting that the District withdraw the IS/MND, perform updated site-specific traffic and modal split studies, re-formulate mitigation measures, and recirculate a revised CEQA document or Environmental Impact Report (EIR).

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

- 1. **Recitals:** The above recitals are true and correct and are incorporated herein by reference.
- 2. **Adoption of CEQA Comments:** The City Council hereby authorizes creation of a formal CEQA Comment Letter substantially similar to the one presented at meeting and incorporating Council suggestions.
- 3. **Direction to Transmit:** The City Manager, or their designated person is hereby authorized and directed to transmit the Comment Letter and Exhibit A to ACUSD Superintendent Jared Critchfield and the ACUSD Board of Trustees prior to 5:00 PM on September 30, 2026.
- 4. **Authorization to Engage in Inter-Agency Negotiations:** The City Manager and Police Chief are authorized to meet with District representatives to negotiate inter-agency agreements (MOUs) covering off-campus parking enforcement cost reimbursement, School Resource Officer (SRO) funding, and joint traffic management protocols.
- 5. **Effective Date:** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sutter Creek on this ____ day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mayor, City of Sutter Creek

ATTEST:

City Clerk, City of Sutter Creek

MOU BETWEEN THE CITY OF SUTTER CREEK AND THE AMADOR COUNTY UNIFIED SCHOOL DISTRICT

Cooperative Framework for Traffic Safety, Neighborhood Parking Management, and Shared Public Safety Resources for Amador High School Consolidation

1. PURPOSE & FINANCIAL PRINCIPLES

- **Parties:** The City of Sutter Creek ("City") and the Amador County Unified School District ("District").
- **Core Principle — Cost Neutrality & Resource Efficiency:** Recognizing that both the City and the District operate under severe rural budgetary constraints, this MOU relies primarily on administrative enforcement, operational scheduling, existing shift personnel, and external state/regional grant funding rather than creating new unfunded operational expenses for either agency.

2. LOW-COST ADMINISTRATIVE PARKING ENFORCEMENT

To prevent off-campus student parking on City streets without incurring ongoing police overtime costs:

- **District Permit Revocation Policy:** The District agrees to make compliance with municipal parking rules a binding condition of holding an Amador High School parking permit and participating in extracurricular activities.
- **Administrative Penalty:** If a student parks illegally on Oro Madre Way, Spanish Street, or surrounding residential neighborhoods:
 1. **First Offense:** District warning and notification to parents.
 2. **Second Offense:** Revocation of on-campus parking permit for the semester.
- **Low-Cost Enforcement Mechanism:** District campus monitors/staff will log license plates of vehicles parked on adjacent residential streets during morning rounds and cross-reference them against student vehicle registration lists, handing violations directly to school administration—eliminating the need for daily police ticketing.

3. TARGETED & EFFICIENT PUBLIC SAFETY COVERAGE

Instead of funding a full-time dedicated SRO position or mandatory daily overtime shifts:

- **Targeted "Back to School" Patrols:** The Sutter Creek Police Department (SCPD) will assign existing shift officers or Community Service Officers (CSOs) to conduct visible morning and afternoon traffic presence along Spanish Street during the first four (4) weeks of the school year (the peak transition period) within existing shift budgets.
- **Routine Patrol Integration:** Following the initial four-week period, SCPD officers will incorporate drop-off (7:30–8:15 AM) and pick-up (2:30–3:15 PM) corridor checks into their standard daily routine patrols without generating extra-duty overtime charges.

- **Joint Grant Applications for Safety Staffing:** If either agency seeks state or federal grant funding (e.g., Caltrans, BSCC, or COPS hiring grants) for school safety or traffic enforcement, both parties agree to co-apply to bring external funding into Sutter Creek.

4. LOW-COST OPERATIONAL TRAFFIC MANAGEMENT

- **Mandatory Staggered Bell Schedules:** To prevent compound gridlock along Spanish Street and Sutter-Ione Road without spending capital funds, the District covenants to maintain a minimum 20-to-30-minute staggering between the start and dismissal bells of Sutter Creek Elementary School and Amador High School.
- **On-Campus Drop-Off Valet Loop:** The District will utilize existing school staff, campus monitors, or student leadership volunteers to direct vehicle flow inside the Amador High School drop-off loop to keep staging vehicles off Spanish Street.

5. EXTERNAL GRANT FUNDING FOR INFRASTRUCTURE & SAFETY

- **Grant-Funded Highway & Pedestrian Controls:** Recognizing that neither agency has general funds to widen roads or build signals, the City and District agree to jointly apply for Caltrans Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and Safe Routes to School grants to cover 100% of capital costs for:
 1. Time-of-day active flashing warning beacons (25 MPH School Zone) on SR 49 near Sutter-Ione Road.
 2. High-visibility crosswalks and solar-powered Rectangular Rapid Flashing Beacons (RRFBs) on Spanish Street.
- **No Local Cash Match Requirement:** Neither party shall be obligated to construct major off-site physical roadway widenings unless 90%+ covered by state/regional grant awards.

6. ANNUAL REVIEW & COMMUNICATION

- **Bi-Annual Coordination Meetings:** The City Manager, Chief of Police, and District Superintendent (or designees) shall meet twice per year (July and January) to review traffic operations, adjust parking permit caps, and address safety concerns collaboratively before costs escalate.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the date written below.

CITY OF SUTTER CREEK

By: _____
City Manager

AMADOR COUNTY UNIFIED SCHOOL DISTRICT

By: _____
Superintendent



AMADOR COUNTY OFFICE OF EDUCATION
AMADOR COUNTY UNIFIED SCHOOL DISTRICT

Section 9, Item A.

Jared Critchfield

Superintendent, Amador County Unified School District

Superintendent, Amador County Office of Education

(209) 257-5353 | Fax (209) 257-5360 | jcritchfield@acUSD.org
217 Rex Avenue, Jackson, CA 95642 | www.amadorcoe.org

**NOTICE OF INTENT TO ADOPT A
MITIGATED NEGATIVE DECLARATION**

Project: Amador County Unified School District Consolidation Program Project

Lead Agency: Amador County Unified School District

Review Period: September 1, 2026 to September 30, 2026 (30 days)

NOTICE IS HEREBY GIVEN that Amador County Unified School District (District) has prepared an Initial Study (IS)/Mitigated Negative Declaration (MND) for the Amador County Unified School District Consolidation Program Project (proposed project) to address the potential environmental effects associated with implementation of the proposed project. Pursuant to Public Resources Code Section 21165 and the California Environmental Quality Act (CEQA) Guidelines Section 15050, the District is the lead agency for the project. The purpose of this notice is to 1) serve as a Notice of Intent (NOI) to adopt an IS/MND and 2) advise and solicit comments regarding the content of the IS/MND.

PUBLIC REVIEW AND COMMENT: The District invites you to comment on the IS/MND. The IS/MND will be available for a 30-day public review from **September 1, 2026**, to **September 30, 2026**. We ask that any person wishing to comment on the IS/MND provide written comments by the end of the public review period at 5:00 p.m., **September 30, 2026**.

Copies of the IS/MND are available for review at the following locations:

Amador County Unified School District

217 Rex Avenue
Jackson, California 95642

The document can also be accessed online at: <https://www.amadorcoe.org/consolidationinfo>

You may send comments by email or mail to the addresses below:

Amador County Unified School District
Jared Critchfield, Superintendent
217 Rex Avenue
Jackson, California 95642
jcritchfield@acUSD.org

PROJECT LOCATION: Amador County Unified School District (ACUSD or District) is the only public school district serving Amador County. The county is 45 miles southeast of Sacramento in the Sierra Nevada mountain range. The county is surrounded by El Dorado County to the north, Alpine County to the east, Calaveras County to the south, San Joaquin County to the southwest, and Sacramento

County to the west. The northeast portion of the county is in Eldorado National Forest. The project would affect six of ACUSD's school campuses: Amador High School (HS), Independence HS, Argonaut HS, Jackson Junior HS, Ione Junior HS, and Ione Elementary School (ES).

- Amador HS is at 330 Spanish Street, Sutter Creek, California, 95685, in the northern part of the city. The campus has an Assessor's Parcel Number (APN) of 018-020-029-000. It is 0.3 miles east of State Route 49 (SR-49) and 1.4 miles north of Independence HS.
- Independence HS is at 525 Independence Drive, Sutter Creek, California, 95685, in the southwest part of the city. The campus has an APN of 044-010-080-000. It is 0.18 mile north of SR 104 and 1.4 miles south of Amador HS.
- Argonaut HS is at 501 Argonaut Lane, Jackson, California, 95642, in the northwest corner of the city. The campus has an APN of 044-100-009-000. It is 0.4 mile west of SR-88 and 0.5 mile south of SR-49.
- Jackson Junior HS is at 747 Sutter Street, Jackson, California, 95642, in the western part of the city. The campus has an APN of 020-161-001-000. It is 0.09 mile west of SR-88 and 0.6 mile southeast of Argonaut HS.
- Ione Junior HS is at 450 South Mills Street, Ione, California, 95640, in the southern part of the city. The site has an APN of 004-250-001-000. It is 0.08 mile west of SR-124.
- Ione ES is at 415 South Ione Street, Ione, California, 95640, in the southern part of the city. The site as an APN of 004-261-002-000. It is directly west of State Route 104 (SR 104) and approximately 0.1 miles east of SR 124.

See Figure 1, *Location Map and Existing Conditions*.

PROJECT DESCRIPTION: The District is proposing to consolidate six schools onto five campuses. This would require minor physical improvements at four campuses—Argonaut High School, Amador High School, Jackson Junior High School, and Ione Junior High School. The proposed project would not change the elementary school attendance boundaries but would change the junior high school boundaries and the high school boundaries.

Site improvements at the Amador HS campus would consist of relocating two existing portable classrooms, currently at Jackson Junior HS, to the Amador HS campus for the proposed districtwide high school that would total nearly 2,000 square feet of classroom space. The two portable classrooms would be relocated to the southern portion of the Amador HS campus and placed side-by-side. This relocation may require minor asphalt improvements to accommodate the classroom pads, as well as utility improvements to provide power. Site improvements at the Amador HS campus will also require limited site improvements to support operational and program needs and circulation associated with placement of the relocated portable classrooms and the reorganization of the campus. See Figure 2, *Amador High School Site Improvements*.

The Argonaut High School campus would require minor modifications to support middle school programming associated with the consolidation of the District's junior high schools. These modifications would consist of program and operational adjustments. Physical improvements would include changes to interior classroom configurations, student support spaces, and circulation. These programs would not generate any exterior construction.

Site improvements at the Jackson Junior HS campus would consist of interior renovations to accommodate adult learning environments to support the District Adult Education Program and the Adult Transition Program that would be moved to the current Jackson Junior HS campus. These renovations include reconfiguration or adaptation of existing interior spaces and other minor interior improvements necessary to support adult learning environments.

Site improvements at the current Ione Junior High School campus would include constructing up to four new classrooms in a single classroom building, totaling up to 4,500 square feet, in the northern

portion of the campus. To accommodate the new kindergarten/preschool classroom building related site improvements, up to four trees would be removed. The northern parking lot would be reconfigured (restriped) to increase the parking capacity from 20 spaces to 68 spaces. The reconfiguration would be within the existing parking lot footprint and would not expand the paved surface area or include any demolition of the existing asphalt. Additional improvements would include age-appropriate playground equipment and a dedicated kindergarten pick-up and drop-off loop constructed at the eastern portion of the campus. See Figure 3, *Lone Junior High School Site Improvements*.

Construction for the site improvements at Amador HS would begin in Spring of 2027 and conclude in Summer of 2027. Construction for the site improvements at Lone Junior HS would begin in Fall of 2029 and conclude in Spring of 2030.

The discretionary actions and approvals required for project implementation are 1) project approval, 2) the adoption of the MND, and 3) the adoption of a Mitigation Monitoring and Reporting Program.

ENVIRONMENTAL DETERMINATION: The District has prepared an IS to determine the proposed project's potential impact on the environment. The District has determined that the proposed project may have significant impacts to air quality, biological resources, cultural resources, geology and soils, transportation, and tribal cultural resources but, by implementing the identified mitigation measures, the proposed project's impacts would be reduced to less-than-significant levels. Accordingly, the District intends to adopt an IS/MND.

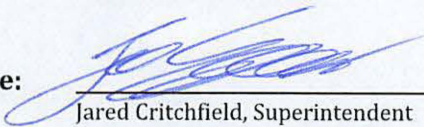
Applicant: Amador County Unified School District

Lead Agency: Amador County Unified School District

Consulting Firm: PlaceWorks

Date: September 1, 2026

Signature:



Jared Critchfield, Superintendent
Amador County Unified School District

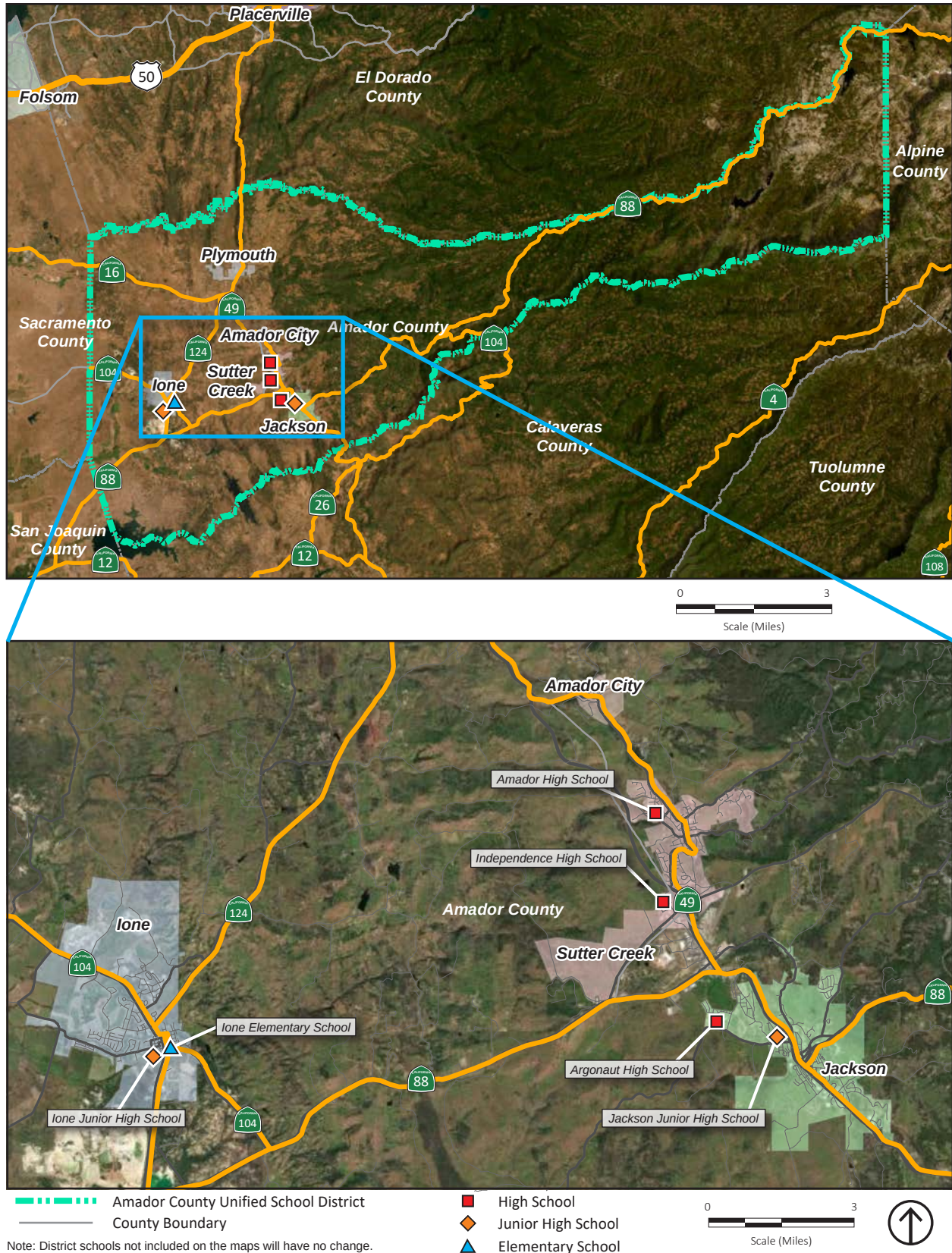
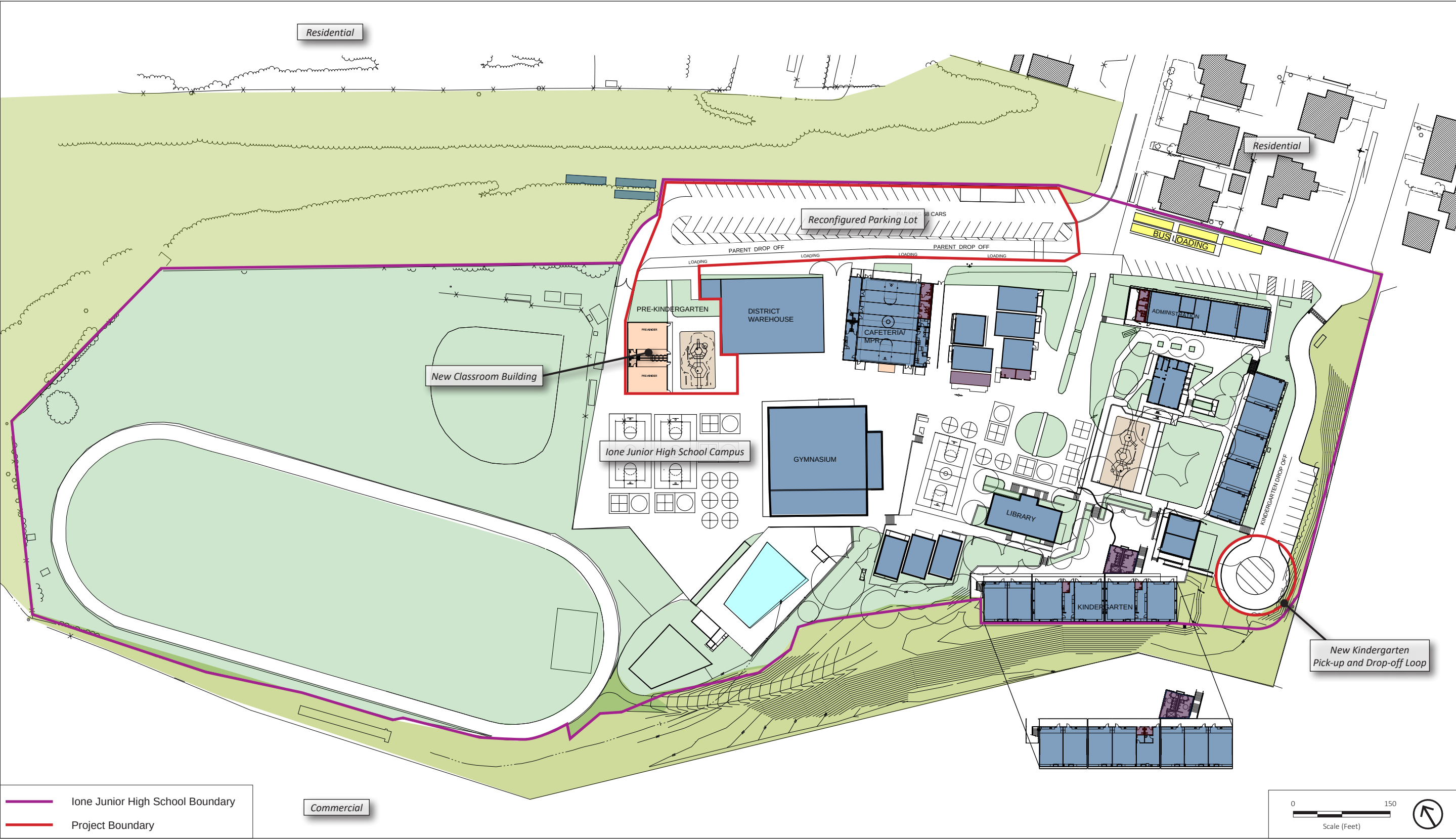


Figure 1
Location Map and Existing Conditions



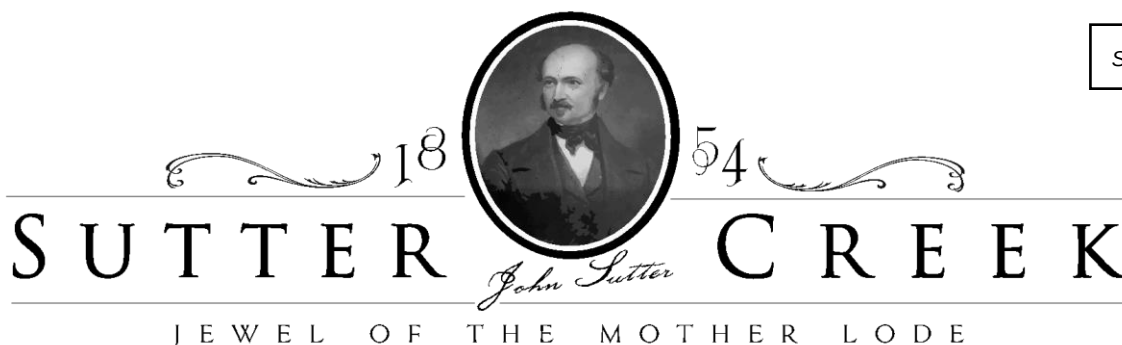
Source: California Design W

Figure 2
Amador High School Site Improvements



Source: California Design West Architects 2023.

Figure 3
Lone Junior High School Site Improvements



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL
MEETING DATE: SEPTEMBER 21, 2026
FROM: ALEJANDRA ZAMBRANO, INTERIM CITY CLERK
SUBJECT: CITY CLERK'S REPORT FOR SEPTEMBER 2026

City Clerk

During August, the City Clerk's Office supported public meetings, administered Public Records Act requests and election activities, advanced implementation of the City's new agenda management system, maintained the City website, and completed assigned administrative projects.

Meeting and Legislative Administration

- Prepared and published agendas, notices, minutes, supplemental materials, and post-meeting documentation for August City Council and Planning Commission meetings.
- Coordinated with City departments to collect and finalize agenda materials and maintained the related meeting and legislative records.

Agenda Management System Implementation

- Completed system configuration, agenda creation, item creation, and minutes training for the City's new CivicPlus agenda and meeting management system.
- Worked with the implementation team on user access, approval workflows, document migration, public portal setup, and preparations for the September launch.

Public Records Administration

- Received seven new Public Records Act requests during August and coordinated the collection, review, redaction, and production of responsive records.
- Maintained the City's PRA tracking log and coordinated with departments and legal counsel as needed.

Elections Administration

- Coordinated with Amador County Elections through the close of candidate filing and confirmed the qualified candidates and Measure R information for the November 2026 General Municipal Election.
- Created and updated the City's 2026 Elections webpage with candidate, measure, notice, and voter-resource information.

Website and Public Communications

- Updated the City website with meeting documents, public notices, project information, road closures, approved minutes, video links, and other community information.

Administrative Projects

- Supported the weed abatement process by issuing 15-day warning letters for 13 properties and communicating with residents regarding compliance and required follow-up.
- Provided administrative and records support for departmental projects as assigned.



Staff Report

To: Tom DuBois, City Manager
Meeting Date: September 21, 2026
From: Frank Whitmore, PE City Engineer
Subject: Project Status Update

Type: Project Status Memo

Tom, the following is a status update of all projects WGA is currently working on:

1. **Building Inspections/Plan Check** – Continuing building inspections on Tuesdays and Thursdays or as needed. Building plan check is being performed on a continual basis as plans are submitted. For August 2026:
 - 2 Plan checks were completed
 - 26 Inspections were completed

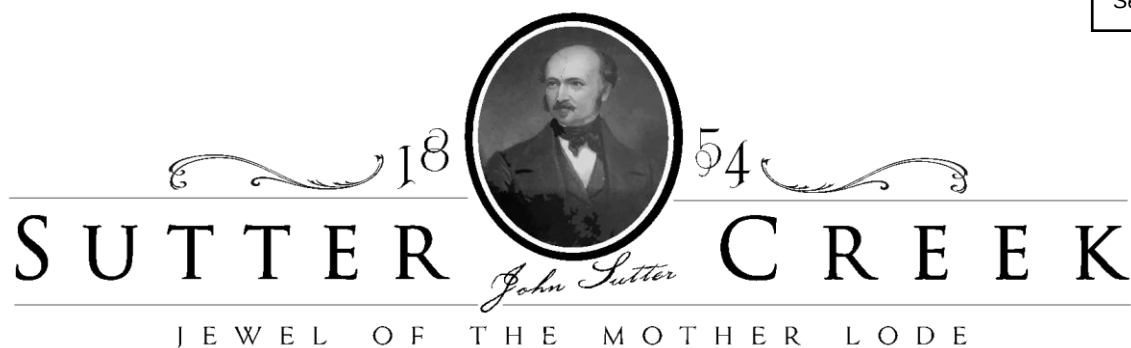
A. *Bryson Cottages* – Building Plan Check is completed. Applicant has obtained 4 house building permits and applied for 8 others.
2. **Encroachment Permit Review** – Encroachment permits are reviewed as needed when requested by the City’s Account Clerk, Holly Boehme. For August 2026:
 - 1 Permit review was completed
 - 2 Inspections were completed

A. *Central Valley Independent Network (CVIN)* – The applicant’s representatives rebid the encroachment permit work. Campbell Construction was the low bidder, and the work is anticipated to begin in late September/early October.

3. **Site Plan Review**

A. *Valley View Commons Apartments* – Civil Site Plan review is 100% completed. Architectural site plan review is approximately 99% completed. The applicant is currently working on constructing the onsite retaining walls.

4. **Sutter Hill Road Asphalt Concrete Overlay Project** – Construction was substantially completed on August 27, 2026. The City Engineer and Contractor are working on closing out the project.



**TO: THE HONORABLE MAYOR AND CITY COUNCIL
TOM DUBOIS, CITY MANAGER**

DATE: SEPTEMBER 21, 2026

FROM: JIM O'CONNELL, CHIEF OF POLICE

SUBJECT: AUGUST 2026 POLICE DEPARTMENT MONTHLY REPORT

August 2026 Department Statistics

	August 2026	July 2026	Change
Calls For Service	108	106	+2
Traffic Stops	95	151	-56
Officer Initiated Incidents	602	667	-65
Business Checks	423	453	-30
Vehicle/Pedestrian Checks	16	16	-
Total Officer Reports	34	33	+1
Arrests	5	12	7
Moving Citations	6	16	-10
Parking Citations	1	1	- 0
TOTAL	1,290	1,455	-165

Calls For Service



108

Traffic Stops



95

Arrests



5

Officer Reports



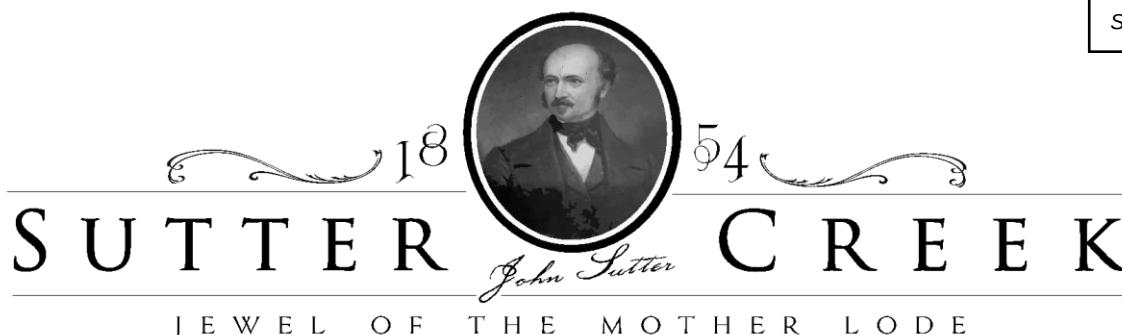
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Volunteer Contributions:

During the month of August, our dedicated volunteers provided 18 hours of service to the community.

Community Engagement:

SCPD Officers continue to conduct regular foot patrol downtown on each of their respective shifts. Officers also spend regular time on our school campuses.



STAFF REPORT

TO: TOM DUBOIS, CITY MANAGER
MEETING DATE: SEPTEMBER 21, 2026
FROM: DAN LAFONTAINE, PUBLIC WORKS DIRECTOR
SUBJECT: PUBLIC WORKS DEPARTMENT REPORT FOR AUGUST 2026

Objective: The objective of this staff report is to provide a monthly status update regarding activities within the Public Works Department.

Collection System Status:

CIP work

- RH Borden presented their findings of the second year of the flow meters installation in regards to determining the main trunks of Infiltration and Inflow (I&I). RH Borden found a pipe stubbed into the manhole on Dennis street (MH-180) that leaks groundwater into the pipe when the groundwater is saturated. The manhole is under warranty and will be repaired before the rainy season. The study also gave the City a target area to continue the investigation further upstream. We are receiving a quote for further exploration and will discuss with the ESCO design team if this work is cost effective to justify further I&I reduction.
- The City has purchased one of the Smart covers that is currently monitoring Rammco. The unit can be placed anywhere in the system to monitor flows. This sensor will be moved to the pump station to alert operators of any potential failures with remote alarms to any phone number. This will act as a secondary backup to the onsite alarms to notify the crew and reduce the likelihood of any spills at the pump station, when moved.
- The replacement of wastewater piping in the creek project has run into permitting issues. Upon talking with consultants, due to the majority of the piping being replaced being under the high water mark, the City is being told that additional permits will be required to perform the work. The additional permits will take up to one year to obtain effectively pushing the project to next summer/fall. This project will most likely be pushed to the next fiscal year. Engineering is proceeding with the surveying and will produce plans and specs in September as those will be required to obtain the additional permits. Public works explored the option of declaring an emergency but the justification for the emergency declaration did not exist as the spill we were using for justification occurred over 6-months ago. Upon further discussions with consultants it was discovered that declaring an emergency does not typically save the applicant any money and can complicate the permitting. The City will forgo the emergency declaration and pursue the additional Army Corps and Waterboard permitting.

SSMP Activity

Calls for service.

- 8/3/2026 - 80 Hayden Alley, sewer backup in main, cleared City portion
- 8/5/2026 - 10 Connie Lane, while performing SSMP found a plug that was cleared out
- 8/5/2026 - Lorinda and Hwy 49, while performing SSMP found a plug that was cleared out
- 8/19/2026 - 81 Spanish, Sewer backed up half way into manhole, line was cleared before it spilled over on 8/20.
- 8/26/2026 - 54 Broadway, Sewer backed up into a cleanout in the garage, line was cleared.

Sewer System Cleaning and Maintenance.

- In August of 2026 there were 6,387ft Lineal feet of pipe cleaned. The total footage cleaned for the calendar year 2026 is 14,227 ft vs 14,676 feet in 2025.

Wastewater Treatment Plant Status:

The WWTP met all the effluent quality discharge requirements for the month of August 2026.

Table 1. Monthly Status of required reporting constituents.

Constituent	Monthly Results	Monthly Limits
Monthly Influent Flow	9.743 MG 0.314 MGD daily avg	0.48 mgd ¹
Effluent BOD, mg/L	25 mg/L	30 mg/l
Effluent Settleable Matter, mL/L	< 0.1 mL/L	0.5 ml/l
Effluent TSS, mg/L	16 mg/L	30 mg/l
Total Coliform, MPN	< 1.8 MPN	23 MPN
Sludge Wasted	23,562 gallons	
Rain	0.0 in.	32.80 in. YTD –24.15” Last YTD

¹ The 0.48 MGD is daily dry weather flow (May through October).

Plant Compliance Issues: The monthly July 2026 report was electronically submitted to the Regional Water Quality Control Board.

Operational Strategy Modifications:

- The rag bin was hauled on September 1, 2026
- We continued normal sludge wasting in May with 23K gallons dewatered.
- Rotostrainer #4 drum was removed and cleaned on July 22, 2026. The manufacturer was contacted and they will mobilize to retrieve the broken parts for Rotostrainer #2 and #4 in the first week of August. As you can see in the picture below the metal plate that attaches to the center rod broke free causing the shaft to spin without rotating the drum. The manufacturer will either replace the end plate or procure another plate based on their investigation of the failure.
- The Aerator was installed into the E-pond on July 21, 2026. A variable frequency drive (VFD) was installed in between the Aerator and the motor starter to allow for better operator control. The Aerator was installed in August and turned on during the day to remove the vegetation in the pond and reduce sludge.

- One of the stipulations for Univar to begin delivering sodium hypochlorite (hypo) to the WWTP was that a digital level sensor be installed in one of the hypo tanks. A sonic level sensor has been ordered and received. The CPO installed signage and level sensors in both tanks (one digital and the other a manual bob type along with vents in the hypo tanks. Proof of the upgrades were sent to Univar on August 26, 2026. Univar is currently reviewing the improvements. We anticipate having the switch over done in September and utilizing our new vendor.
- Martel sampling was conducted on August 5, 2026 at the first spot where all of Martel combines in our collection system. Results of the laboratory testing indicated that the BOD and TSS were reported at 400 and 280 micrograms per liter (mg/L), respectively. City of Sutter Creek ordinance 14.08.0303 indicates that pretreatment of waste is to be performed to obtain BOD and TSS sample laboratory results of less than 300 and 350 mg/L, respectively. Although the BOD results came back slightly higher than allowed this is an order of magnitude less than samples for other industrial users. These results indicate that the Martel wastewater is NOT majorly contributing to the high WWTP influent sample results.
- The WWTP design is coming along at 5 to 10%. During the weekly meetings the focus has been on value engineering and grant funding as we move the design forward. We have a second water board meeting in September to discuss permitting timing and to give them an update to our progress and our anticipated milestones.

Effluent Disposal

- Wastewater will be sent from each jurisdiction for a few months to ensure that both parties are able to dispose of all their wastewater. Currently (as of Aug 31) the reservoirs have a combined 146 acre-feet in the ARSA system, approximately. Ione switched back to CDCR wastewater for the month of August on August 3, 2026. Flows were decreased during Aug to send approximately 150 to 200 gallons per minute to Preston until Ione switched back over to ARSA water on September 3, 2026.
- *Henderson Underdrain* – On May 8, 2026, the City submitted a technical memo to address DSOD concerns about the underdrain project. In the letter ARSA asked for the project to be closed without completing the liner and one follow up ROV monitor. If DSOD accepts this tech memo, Hydrosiences will prepare a final design request for the modifications. We are currently scheduling the ROV inspection for October and have not heard back from DSOD.
- Hydrosiences mobilized to Preston forebay to discuss engineering solutions to the Preston forebay outlet valve. The valve cannot be fully opened or closed (per request of DSOD) and a solution needs to be identified to fix. Upon inspection the Preston Forebay pier is unstable and not safe to walk upon. The City is currently looking for drawings to come up with a solution to the valve replacement.
- Ongoing maintenance of the cattle water troughs along the pipeline are occurring.
- Daily flow checks and level readings
- Weed and rodent abatement at the three reservoirs.

- Send weekly updates to the Regional Board on reservoir levels and volumes.

Service Requests

Responded to thirteen (13) service requests in August:

- Four were for streets issues;
- Two were for a facility issues;
- Two were for park issues;
- Five were for sewer issues;

Streets and City Right of Way.

- The Sutter Hill Road overlay construction began on August 3, 2026. Campbell performed the base bid and the additive alternative. Paving was completed on August 19 and stripping was completed one week later. The City performed a walkthrough on August 26th and gave the contractor the punch list. Old Sutter Hill Rd was opened on Thursday August 27th in the afternoon after the stripping could dry.

Red no parking was installed on Friday, August 28, 2026 around the condominiums located on Sutter Hill Rd. The following red parking curbs have been installed to improve line of sight and restrict parking in areas that a vehicle will not fit.

Intersection	Length (feet)	Parking Designation
Bryson and Sutter Hill Rd	16	No Parking
Sutter Hill Rd and Driveway (above Condos)	15	No Parking
Sutter Hill Rd and Driveway (below Condos)	300	No Parking

Sutter Hill Rd has been placed on the moratorium list as of September 1, 2026 for 5 years. See pictures below of the completed roadway with Red curbs below:



- Amador Water Agency (AWA) and their subcontractor Doug Veerkamp General Engineering ground Hayden down and resurfaced on August 5, 2026. An overlay of asphalt was installed on Broadway on August 6, 2026 due to the plant closing down in the afternoon of August 5, 2026. We have received very positive feedback from the community. On August 18, 2026, AWA and the City created a punch list of very minor items for the contractor. Hayden and Broadway will be placed on the moratorium list as of September 1, 2026 for 5 years. See pictures of the completed roadways below:



Broadway - Overlay



Hayden Alley - Reconstruction

- During April, confirmation samples were taken from Elm Street and tested positive for free and total chlorine. Discussions between AWA and the City are being conducted to get a field visit to determine the best course of action. No update has been received on a possible field visit date.
- On August 12, 2026, Centerline Stripping installed a new thermo centerline on Gopher Flat from City limits to Main Street. The old line was almost completely faded and was a safety risk.



- On August 5, 2026, A tree was cut back to improve visibility coming out of Lorinda Dr. looking up the hill of Old 49. This trimming improves visibility when turning onto Old 49.



- Prior to the new 2026/2027 school year at Amador High, Sutter Ione Rd received a new coat of paint on the faded pavement markings. See before and after pictures below:



Pavement Marking “AHEAD” before and after

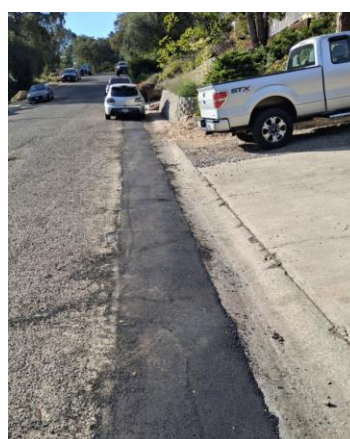


Pavement Marking “STOP” before and after



Finished Pavement Markings around Amador High School

- On August 21, 2026, Campbell construction with Public works saw cut approximately 3-feet by 180-linear feet of asphalt on the East side of David drive and installed fresh asphalt. This completes the project where the gutter of the road was fixed back in February of 2026 to divert water down into the gutters and not onto the road surface. As seen below are the before and after pictures.



- Dannco began construction on the low-income housing project on July 2, 2026. Temporary fencing has been established and earth work is occurring. The project was paused due to issues with the retaining wall subcontractor. As soon as those issues are worked out construction will resume.
- Speed cushions were ordered for Gopher Flat Rd. Speed cushions have a smaller width (6-feet) to allow emergency vehicles to pass over them without slowing or stopping and makes all other vehicles slow down to 10-25 miles per hour (mph). Once the cushions are received Public works will schedule a time to install the units.

- The pool closed on August 9, 2026. We thank everyone for coming out to the pool this season and appreciate any feedback on the season for how we can improve the facility for next summer. The new three-way valve for the pool was ordered and arrived. This will be installed prior to the next pool season.
- On August 26, 2026, Public works received a notice from the Water polo coach that there was a chlorine leak in the pool supply building. Upon investigation it turned out that the main pool pump burned up at the electrical terminal head on the pump. Upon further inspection the impeller had severe corrosion of the impeller veins causing the wet end of the pump to become dry and overload the circuits causing a fire. A new impeller has been ordered and once received will be installed along with new wiring all the way back to the motor starter.
- During the past year the City has been working with a private donor to remove the Minnie Provis Playground bark and install a rubberized surface. As the first phase of this project the private donor wanted to replace parts of the playground. Public works worked with the donor and the manufacturer of the playground to identify the parts that need to be replaced. The City continues to wait for the parts to be received. Replacement of the playground parts will occur after labor day (children back in school) to minimize disruptions to play at the park.
- Replacement swamp coolers were installed on August 3 through 5th, 2026, just in time for the Ragtime Music Festival. Upon installation of the units and running them overnight the temperature in the Auditorium seems much cooler. The City also procured A/C rentals (2 of the 6-ton units and a generator) to determine if additional cooling was necessary during the festival. The units were direct ducted into the heating ducting. The ducting will be modified so that additional A/C units can be installed down the road if necessary.

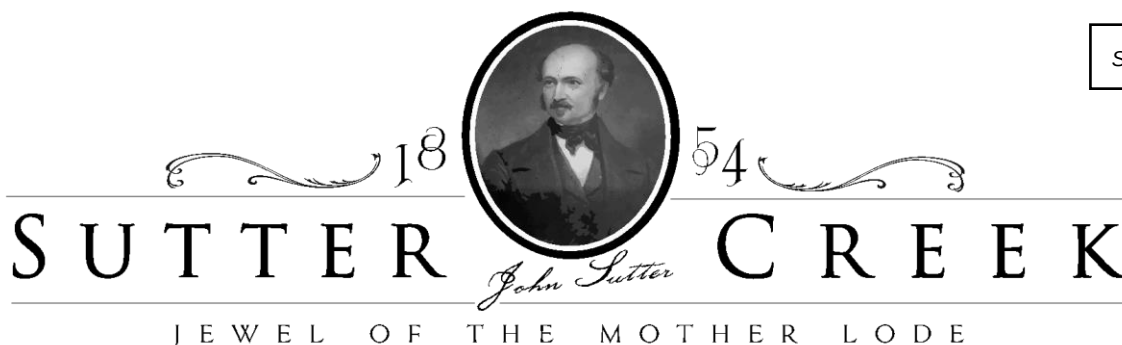


- CalFire informed ARSA that they are beginning a new Master plan of the CalFire training facility. CalFire consulting engineers informed ARSA that the entire site would undergo complete demolition and rebuild with expansion in mind. ARSA informed CalFire management and the consulting engineers of our ARSA line location and how the system operates. They will reach back out when additional information is needed or the Master plan is complete.
- On July 31, 2026, Public works installed a new downspout on the minnie provis snack shack building as shown below:



- Work is progressing on the pump track at Bryson park. The team has begun to install dirt in the pump track area and is currently sifting through to find unwanted rocks. Once the dirt has been prepped the berms will be formed and the stabilizer can be added to secure the track in place. A local fabricator has agreed to build a bike station tool stand and will be ready by the time the pump track opens.
- A-1 leak detection was onsite to help Public works determine the location of the water leak at the Center park. The technician could not find a “smoking gun” during his inspection. Public works recently became aware that until this leak can be stopped the drinking fountain at miners bend will be non-operational. Public works installed stub-ups and gauges and tried to locate the source of the leak. Due to the leak being bigger than expected, the gauges that were bought were not sensitive enough to determine the location of the leak. Smaller gauges (0-10 psi) have been procured and another attempt to locate the leak will be initiated. The investigation will continue when time permits.
- Miners Bend - Weeds have been pulled and information signs have been washed down to aid in the educational aspect of the park. Discussions have been had with a resident to provide further updates like ordering new crushed brick for the ground cover. We anticipate this work being completed in September or October (when weather cools off)..
- Calfire was able to break away for a few days at the end of August to clear roadside easements and they were able to clear the small ditch on the side of gopher flat while they were onsite.





TO: TOM DUBOIS, CITY MANAGER
MEETING DATE: SEPTEMBER 21, 2026
FROM: MASON PETERS, FINANCE SUPERVISOR
SUBJECT: FINANCE DEPT. SEPTEMBER 2026 REPORT

CITY HALL/FINANCE DEPARTMENT UPDATE

- The audit is starting to wrap up, LSL is beginning to draft our Basic Financial Statements and I am working with them regarding any remaining questions that they may have as they work through their workbooks. Based on their timeline, we are expecting to bring the completed FY25 audit in October 2026. We already have the FY26 audit slotted to begin in January/February 2027, hoping to get us on track to do the FY27 audit around September/October 2027.
- I continue to work closely with Weatherby Reynolds, Ridgeline, Schneider Electric, and internal staff as we work towards a funding push in the next few months. The audit is a key piece that is needed when we go to submit for grants and loans, so that has been my main focus.
- Work began on Sutter Hill Road in August, and we paid Progress Payment #1 in this month. We are still finalizing the project and once it is confirmed as complete, we will pay out the final payment and retention.
- We are in contact with the developer for Bryson Cottages, they are working fast at getting the structures built in the phases they laid out at the beginning of the project. We are finalizing Release #2 and will collect fees based on those few building permits going out.

ACCOUNTS PAYABLE ACTIVITY

In August 2026, 62 warrants were issued, totaling \$453,881.60. For comparison, in August 2025, all warrants totaled \$660,287.69. As mentioned earlier, we paid Progress Payment #1 to Campbell Construction for the work done so far on Sutter Hill Road. We are still working on switching wastewater chemical vendors, but in the meantime we are watching Thatcher invoices

closely to make sure costs are being managed. Weber Ghio was high this month due to the prep work needed for Sutter Hill Road, as well as a couple of big projects happening around to

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ACCOUNTS RECEIVABLE ACTIVITY

In August 2026, we received:

- Building Permits:
 - In August 2026, we issued 13 building permits, totaling \$8,459. Compared to August 2025, we issued 9 permits and total revenue generated at that time was \$7,211. The bulk of this revenue was from a remodel permit we issued towards the end of the month.
- Sewer Billing
 - Auto Pay Customers
 - Currently we are at 397 autopay customers. We are seeing consistent enrollment in the system each month. We continue to encourage customers to sign up for this service to speed up cashiering and minimize late payment penalties.
- Transient Occupancy Tax
 - For payments received in August 2026 (for July rentals), we have received \$19,538. Last year, in August 2025, we received \$27,887.

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Sutter Creek-AP-Sutter Creek						
WEA01	Weatherby, Reynolds, Frit	08/17/2026	Regular	0.00	-5,400.00	311115
CAR16	CHRISTIAN CARDONA	08/05/2026	Regular	0.00	1,150.00	311121
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
16	Invoice	08/14/2026	Monthly Social Media Management (July ...	0.00	575.00	
	001-115-42436		InternetService-Promotions		575.00	
17	Invoice	08/14/2026	Monthly Social Media Management (Augu...	0.00	575.00	
	001-115-42436		InternetService-Promotions		575.00	
AME15	AMERICAN FIDELITY ASSURAN	08/17/2026	Regular	0.00	1,248.40	311122
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0001049	Invoice	07/10/2026	Accident Premiums	0.00	149.91	
	001-000-20480		P/R-MedicalHealthPay.		149.91	
INV0001051	Invoice	07/10/2026	Cancer Premiums	0.00	84.25	
	001-000-20480		P/R-MedicalHealthPay.		84.25	
INV0001056	Invoice	07/10/2026	Life Insurance Premiums	0.00	390.04	
	001-000-20480		P/R-MedicalHealthPay.		390.04	
INV0001091	Invoice	07/24/2026	Accident Premiums	0.00	149.91	
	001-000-20480		P/R-MedicalHealthPay.		149.91	
INV0001093	Invoice	07/24/2026	Cancer Premiums	0.00	84.25	
	001-000-20480		P/R-MedicalHealthPay.		84.25	
INV0001098	Invoice	07/24/2026	Life Insurance Premiums	0.00	390.04	
	001-000-20480		P/R-MedicalHealthPay.		390.04	
AME14	AMERICAN FIDELITY HEALTH	08/17/2026	Regular	0.00	2,207.06	311123
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0001053	Invoice	07/10/2026	HSA Contribution	0.00	100.00	
	001-000-20465		HSA Payable		100.00	
INV0001054	Invoice	07/10/2026	HSA Contribution	0.00	1,003.53	
	001-000-20465		HSA Payable		1,003.53	
INV0001095	Invoice	07/24/2026	HSA Contribution	0.00	100.00	
	001-000-20465		HSA Payable		100.00	
INV0001096	Invoice	07/24/2026	HSA Contribution	0.00	1,003.53	
	001-000-20465		HSA Payable		1,003.53	
MUT01	MUTUAL OF OMAHA	08/17/2026	Regular	0.00	622.18	311124
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
INV0001057	Invoice	07/10/2026	LTD Premiums	0.00	188.41	
	001-000-20480		P/R-MedicalHealthPay.		188.41	
INV0001075	Invoice	07/10/2026	Short Term Disab Premiums	0.00	122.68	
	001-000-20480		P/R-MedicalHealthPay.		122.68	
INV0001099	Invoice	07/24/2026	LTD Premiums	0.00	188.41	
	001-000-20480		P/R-MedicalHealthPay.		188.41	
INV0001116	Invoice	07/24/2026	Short Term Disab Premiums	0.00	122.68	
	001-000-20480		P/R-MedicalHealthPay.		122.68	
PEA01	PEACE OFFICERS RESEARCH A	08/17/2026	Regular	0.00	68.00	311125

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001067	Invoice	07/10/2026	POA Union Dues - Sutter Creek	0.00	34.00	
	001-000-20470	P/R-PORACDues	POA Union Dues - Sutter Creek		34.00	
INV0001108	Invoice	07/24/2026	POA Union Dues - Sutter Creek	0.00	34.00	
	001-000-20470	P/R-PORACDues	POA Union Dues - Sutter Creek		34.00	
POR01	PORAC Legal Defense Fund	08/17/2026	Regular	0.00	76.00	311126
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001055	Invoice	07/10/2026	City of Sutter Creek Legal Defense Fund D...	0.00	38.00	
	001-000-20470	P/R-PORACDues	City of Sutter Creek Legal Defen...		38.00	
INV0001097	Invoice	07/24/2026	City of Sutter Creek Legal Defense Fund D...	0.00	38.00	
	001-000-20470	P/R-PORACDues	City of Sutter Creek Legal Defen...		38.00	
PRI08	PRINCIPAL LIFE INS. COMPA	08/17/2026	Regular	0.00	1,923.98	311127
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001052	Invoice	07/10/2026	Dental Premiums	0.00	913.56	
	001-000-20480	P/R-MedicalHealthPay.	Dental Premiums		913.56	
INV0001076	Invoice	07/10/2026	Vision Premiums	0.00	106.18	
	001-000-20480	P/R-MedicalHealthPay.	Vision Premiums		106.18	
INV0001094	Invoice	07/24/2026	Dental Premiums	0.00	812.55	
	001-000-20480	P/R-MedicalHealthPay.	Dental Premiums		812.55	
INV0001117	Invoice	07/24/2026	Vision Premiums	0.00	91.69	
	001-000-20480	P/R-MedicalHealthPay.	Vision Premiums		91.69	
SEI01	SEIU Local 1021	08/17/2026	Regular	0.00	341.36	311128
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001073	Invoice	07/10/2026	City of Sutter Creek SEIU Dues	0.00	10.20	
	001-000-20490	P/R-S.C.EmployeesAsso	City of Sutter Creek SEIU Dues		10.20	
INV0001074	Invoice	07/10/2026	SEIU Union Dues - Sutter Creek Local 1021	0.00	158.78	
	001-000-20490	P/R-S.C.EmployeesAsso	SEIU Union Dues - Sutter Creek ...		158.78	
INV0001114	Invoice	07/24/2026	City of Sutter Creek SEIU Dues	0.00	10.20	
	001-000-20490	P/R-S.C.EmployeesAsso	City of Sutter Creek SEIU Dues		10.20	
INV0001115	Invoice	07/24/2026	SEIU Union Dues - Sutter Creek Local 1021	0.00	162.18	
	001-000-20490	P/R-S.C.EmployeesAsso	SEIU Union Dues - Sutter Creek ...		162.18	
A&M01	A&M COOLING AND HEATING	08/18/2026	Regular	0.00	24,075.00	311129
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3389	Invoice	08/18/2026	Auditorium Swamp Cooler Replacement	0.00	23,450.00	
	001-113-69600	Improvements-Parks&Rec...	Auditorium Swamp Cooler Repla...		23,450.00	
Quarterly HVAC S...	Invoice	08/18/2026	Captured Invoice from A&M COOLING AN...	0.00	625.00	
	001-113-42860	O&MBlg/Structu-Parks&R...	Quarterly HVAC Servicing		625.00	
ACC03	ACC BUSINESS	08/18/2026	Regular	0.00	757.58	311130
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
6761208115	Invoice	08/18/2026	Internet Service	0.00	757.58	
	001-610-42436	InternetServ-CentralServ..	Internet Service		252.53	
	010-610-42436	InternetServ-CentralServ..	Internet Service		252.53	
	080-610-42436	InternetServ-CentralServ..	Internet Service		252.52	
ALP01	ALPHA ANALYTICAL LABORATO	08/18/2026	Regular	0.00	1,196.00	311131

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
July 2026 Statem...	Invoice	08/18/2026	Lab Analysis	0.00	1,196.00	
	010-151-42015		Supplies-Lab-SewerTreat...		1,196.00	
AMA44	AMADOR AIR DISTRICT	08/18/2026	Regular	0.00	412.14	311132
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
17320	Invoice	08/18/2026	Tons of PM Emissions	0.00	412.14	
	010-151-42425		Taxes/Fees/Lics-SewerTre...		412.14	
AMA15	Amador Co Animal Control	08/18/2026	Regular	0.00	862.14	311133
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
July 2026 Statem...	Invoice	08/18/2026	July 2026 Statement	0.00	862.14	
	001-106-42930		AnimalControl-PoliceDept		862.14	
AMA02	Amador Water Agency	08/18/2026	Regular	0.00	6,266.23	311134
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
June/July 2026 ...	Invoice	08/18/2026	June/July 2026 Water Utilities	0.00	6,266.23	
	001-102-42805		WaterUtilities-CityClerk		6.10	
	001-102-42805		WaterUtilities-CityClerk		1.22	
	001-104-42805		WaterUtilities-CityManag...		6.10	
	001-105-42805		WaterUtilities-Finance		31.79	
	001-106-42805		WaterUtilities-PoliceDept		62.33	
	001-113-42805		WaterUtilities-Parks&Rec...		78.54	
	001-113-42805		WaterUtilities-Parks&Rec...		219.86	
	001-113-42805		WaterUtilities-Parks&Rec...		1,339.72	
	001-113-42805		WaterUtilities-Parks&Rec...		187.25	
	001-113-42805		WaterUtilities-Parks&Rec...		290.51	
	001-113-42805		WaterUtilities-Parks&Rec...		78.54	
	001-113-42805		WaterUtilities-Parks&Rec...		83.97	
	001-113-42805		WaterUtilities-Parks&Rec...		1,546.69	
	001-113-42805		WaterUtilities-Parks&Rec...		97.62	
	001-113-42805		WaterUtilities-Parks&Rec...		95.18	
	001-113-42805		WaterUtilities-Parks&Rec...		290.86	
	003-104-42805		WaterUtilities-CityManag...		1.22	
	003-105-42805		WaterUtilities-Finance		5.61	
	010-102-42805		WaterUtilities-CityClerk		2.44	
	010-104-42805		WaterUtilities-CityManag...		2.44	
	010-105-42805		WaterUtilities-Finance		19.94	
	010-151-42805		WaterUtilities-SewerTrea...		1,354.64	
	010-151-42805		WaterUtilities-SewerTrea...		453.79	
	080-102-42805		WaterUtilities-CityClerk		2.44	
	080-104-42805		WaterUtilities-CityManag...		2.44	
	080-105-42805		WaterUtilities-Finance		4.99	
	Void	08/18/2026	Regular	0.00	0.00	311135
AME08	American Tire Depot	08/18/2026	Regular	0.00	844.76	311136
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1193-9658623	Invoice	08/18/2026	Eric Moreno Truck Repairs	0.00	844.76	
	003-112-42850		VehicleMaintna-Streets/...		844.76	
AT&T2	AT&T CALNET 3	08/18/2026	Regular	0.00	97.28	311137
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
000025553159	Invoice	08/18/2026	Cellular Service	0.00	32.14	
	010-151-42710		Communications-SewerTr...		32.14	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
000025553162	Invoice 001-106-42710	08/18/2026	Cellular Service Communications-PoliceD...	0.00	65.14	
CIN02	AT&T Mobility	08/18/2026	Regular	0.00	269.38	311138
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
287257252969X...	Invoice 001-106-42710 001-610-42710 010-610-42710	08/18/2026	Cell Service Communications-PoliceD... Communications-Central... Communications-Central...	0.00	269.38 97.65 85.86 85.87	
MID04	AUL HEALTH BENEFIT TRUST	08/18/2026	Regular	0.00	3,780.00	311139
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
FY26 Contributio...	Invoice 001-610-40065	08/18/2026	OPEB Health Benefit Contributions Health/LifeIns-CentralServ..	0.00	3,780.00 3,780.00	
BLU04	BlueTriton Brands Inc	08/18/2026	Regular	0.00	117.16	311140
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
06G8720325362	Invoice 001-105-42015 001-106-42015 003-105-42015 010-105-42015 080-105-42015	08/18/2026	Drinking Water Delivery Gen.Supplies-Finance Gen.Supplies-PoliceDept Gen.Supplies-Finance Gen.Supplies-Finance Gen.Supplies-Finance	0.00	117.16 29.88 58.58 5.27 18.75 4.68	
BRU03	BRUSATORI ENTERPRISES	08/18/2026	Regular	0.00	1,515.87	311141
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
34352	Invoice 001-106-42850	08/18/2026	PD Vehicle Repairs VehicleMaintna-PoliceDe...	0.00	1,220.22 1,220.22	
34359	Invoice 001-106-42850	08/18/2026	PD Vehicle Repair VehicleMaintna-PoliceDe...	0.00	295.65 295.65	
CAM05	CAMPBELL CONSTRUCTION GEN	08/18/2026	Regular	0.00	228,065.11	311142
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3325	Invoice 001-113-69600 003-112-69600	08/18/2026	Sutter Hill Road Overlay Progress Invoice ... Improvements-Parks&Rec... Improvements-Streets/R...	0.00	225,843.50 49,056.75 176,786.75	
C-016727	Invoice 010-151-42215 080-160-42860	08/18/2026	Excavator Rental Rentals-Mach/Eq-SewerT... O&MBlg/Structu-SewerA...	0.00	2,221.61 1,110.80 1,110.81	
COT01	COLE HUBER LLP	08/18/2026	Regular	0.00	9,234.00	311143
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2004644770	Invoice 001-613-43350 001-613-43350 010-613-43350 080-160-43350	08/18/2026	July 2026 Legal Services Speciallegal-LEGALSERVIC... Speciallegal-LEGALSERVIC... Speciallegal-LEGALSERVIC... Speciallegal-SewerARSA	0.00	9,234.00 5,885.25 926.25 2,280.00 142.50	
COM16	COMCAST BUSINESS	08/18/2026	Regular	0.00	153.90	311144
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
8155 60 061 013...	Invoice 010-151-42436	08/18/2026	Internet Services InternetService-SewerTrea...	0.00	153.90 153.90	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
COR01	Corbin Willits Systems, I	08/18/2026	Regular	0.00	350.00	311145
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
C607151	Invoice	08/18/2026	Financial Software	0.00	350.00	
	001-105-42435		NetworkSvcCo-Finance		178.50	
	003-105-42435		NetworkSvcCo-Finance		31.50	
	010-105-42435		NetworkSvcCo-Finance		112.00	
	080-105-42435		NetworkSvcCo-Finance		28.00	
DEP11	Dept of Transportation	08/18/2026	Regular	0.00	3,349.51	311146
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
SL261054	Invoice	08/18/2026	Q2 2026 Traffic Signal Invoice	0.00	3,349.51	
	003-112-42815		StreetLights-Streets/Roads		3,349.51	
FER02	FERGUSON ENTER,INC.#686	08/18/2026	Regular	0.00	197.68	311147
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
July 2026 Statem...	Invoice	08/18/2026	July 2026 Statement	0.00	197.68	
	001-113-42030		Repair/Maint-Parks&Recr...		73.21	
	010-151-42830		O&M-SewerPlt-SewerTre...		124.47	
FOR07	FORWARD, INC	08/18/2026	Regular	0.00	1,002.32	311148
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
4204-000069917	Invoice	08/18/2026	Sludge Removal	0.00	1,002.32	
	010-151-42045		Sludge-SewerTreatment		1,002.32	
JIN01	Gary Jinks	08/18/2026	Regular	0.00	1,820.00	311149
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2026 city , sutter...	Invoice	08/18/2026	Sierra Bus Council ECS Grant Consulting	0.00	1,820.00	
	001-104-43600		ProfServices-CityManager		1,820.00	
GRA05	Grainger Indust/Com Equip	08/18/2026	Regular	0.00	588.82	311150
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
9034724766	Invoice	08/18/2026	Collections System Supplies/Materials	0.00	588.82	
	010-152-42860		O&MBlg/Structu-SewerCo...		588.82	
HAU02	HAUGE BRUECK ASSOCIATES,	08/18/2026	Regular	0.00	7,190.00	311151
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
2113	Invoice	08/18/2026	July 2026 Planning	0.00	7,190.00	
	001-109-43450		Planner-Planning		808.00	
	001-111-42300		E&PReimbEngr.-Engineer...		354.00	
	001-111-42300		E&PReimbEngr.-Engineer...		1,670.00	
	001-111-42300		E&PReimbEngr.-Engineer...		4,358.00	
HAV01	HAVENS, MATTHEW A.	08/18/2026	Regular	0.00	31.25	311152
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
Reimbursement	Invoice	08/18/2026	Reimbursement	0.00	31.25	
	001-113-42030		Repair/Maint-Parks&Recr...		31.25	
BOI02	Heidi A Boitano	08/18/2026	Regular	0.00	5,830.92	311153
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number		Account Name		Distribution Amount	
August 2026 Rent	Invoice	08/18/2026	Parking Lot Lease	0.00	2,915.46	
	001-113-42205		Lease-Prkglot-Parks&Recr...		2,915.46	

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July 2026 Rent	Invoice	08/18/2026	Parking Lot Lease	0.00	2,915.46	
	001-113-42205		Lease-Prkglot-Parks&Recr...		2,915.46	
HUN04	HUNT & SONS, INC	08/18/2026	Regular	0.00	5,703.04	311154
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
228195	Invoice	08/18/2026	Fuel	0.00	2,463.92	
	001-106-42020		FUEL-PoliceDept		1,445.92	
	001-113-42020		FUEL-Parks&Recreat		713.73	
	003-112-42020		FUEL-Streets/Roads		9.67	
	010-151-42020		FUEL-SewerTreatment		275.28	
	080-160-42020		FUEL-SewerARSA		19.32	
258726	Invoice	08/18/2026	Fuel	0.00	3,239.12	
	001-106-42020		FUEL-PoliceDept		1,931.52	
	001-106-42020		FUEL-PoliceDept		656.83	
	001-106-42020		FUEL-PoliceDept		329.43	
	003-112-42020		FUEL-Streets/Roads		278.64	
	080-160-42020		FUEL-SewerARSA		42.70	
HYD02	HYDROSCIENCE ENGINEERS, I	08/18/2026	Regular	0.00	5,115.00	311155
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
304002017	Invoice	08/18/2026	WWTP Engineering	0.00	5,115.00	
	010-151-43250		Engineering-SewerTreat...		5,115.00	
LED01	Ledger Dispatch	08/18/2026	Regular	0.00	754.41	311156
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
49752	Invoice	08/18/2026	Measure R newspaper posting	0.00	139.04	
	001-115-42745		Advertising-Promotions		139.04	
49828	Invoice	08/18/2026	Sierra Bus Council newspaper posting	0.00	15.00	
	001-104-43600		ProfServices-CityManager		15.00	
49829	Invoice	08/18/2026	Embarc Notice of Public Hearing	0.00	236.60	
	001-109-42750		PHNOTICES-Planning		236.60	
49953	Invoice	08/18/2026	Job Postings	0.00	88.35	
	001-115-42745		Advertising-Promotions		88.35	
49954	Invoice	08/18/2026	Embarc Amended Public Hearing Notice	0.00	275.42	
	001-109-42750		PHNOTICES-Planning		275.42	
LIN01	LINCOLN AQUATICS	08/18/2026	Regular	0.00	3,019.17	311157
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
D8930476	Invoice	08/18/2026	Pool Valve Replacement	0.00	3,019.17	
	001-114-69400		O&MEquipment-Swimmi...		3,019.17	
LOW01	LOWE'S BUSINESS ACCOUNT	08/18/2026	Regular	0.00	1,481.00	311158
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
July 2026 Statem...	Invoice	08/18/2026	Parks Repairs/Maintenance -	0.00	1,481.00	
	001-113-42030		Repair/Maint-Parks&Recr...		300.86	
	001-114-42015		Gen.Supplies-SwimmingP...		113.63	
	003-112-42015		Gen.Supplies-Streets/Roa...		515.37	
	010-105-42015		Gen.Supplies-Finance		13.70	
	010-151-42830		O&M-SewerPlt-SewerTre...		224.02	
	080-160-42030		Repair/Maint-SewerARSA		313.42	
MCM02	MCMaster-CARR SUPPLY CO	08/18/2026	Regular	0.00	735.09	311159

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
69505671	Invoice	08/18/2026	WWTP Piping Supplies/Materials	0.00	735.09	
	010-151-42830	O&M-SewerPlt-SewerTre...	WWTP Piping Supplies/Materials		735.09	
MEE01	MEEK'S LUMBER & HARDWARE	08/18/2026	Regular	0.00	142.20	311160
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3	Invoice	08/18/2026	July 2026 Statement	0.00	142.20	
	001-113-42030	Repair/Maint-Parks&Recr...	July 2026 Statement		142.20	
NAP01	NAPA AUTO PARTS	08/18/2026	Regular	0.00	1,161.47	311161
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
STMT0726	Invoice	08/18/2026	July 2026 Statement	0.00	1,161.47	
	003-112-69600	Improvements-Streets/R...	July 2026 Statement		1,025.06	
	010-151-42850	VehicleMaintna-SewerTr...	July 2026 Statement		136.41	
PAC02	PG&E (Electric,Gas)	08/18/2026	Regular	0.00	8,949.89	311162
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
July 2026 Invoices	Invoice	08/18/2026	Electric & Gas Utilities	0.00	8,949.89	
	001-102-42810	PG&EUtilities-CityClerk	Electric & Gas Utilities		14.23	
	001-104-42810	PG&EUtilities-CityManager	Electric & Gas Utilities		8.37	
	001-105-42810	PG&EUtilities-Finance	Electric & Gas Utilities		270.39	
	001-106-42810	PG&EUtilities-PoliceDept	Electric & Gas Utilities		530.18	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		105.40	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		1,596.14	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		82.19	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		62.69	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		855.92	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		2,474.00	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		54.46	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		10.37	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		23.34	
	001-113-42810	PG&EUtilities-Parks&Recr...	Electric & Gas Utilities		1.67	
	003-104-42810	PG&EUtilities-CityManager	Electric & Gas Utilities		1.67	
	003-105-42810	PG&EUtilities-Finance	Electric & Gas Utilities		47.72	
	003-112-42815	StreetLights-Streets/Roads	Electric & Gas Utilities		68.65	
	010-104-42810	PG&EUtilities-CityManager	Electric & Gas Utilities		3.35	
	010-105-42810	PG&EUtilities-Finance	Electric & Gas Utilities		169.66	
	010-151-42810	PG&EUtilities-SewerTrea...	Electric & Gas Utilities		2,229.50	
	010-151-42810	PG&EUtilities-SewerTrea...	Electric & Gas Utilities		173.39	
	010-151-42810	PG&EUtilities-SewerTrea...	Electric & Gas Utilities		109.86	
	010-151-42810	PG&EUtilities-SewerTrea...	Electric & Gas Utilities		10.14	
	080-102-42810	PG&EUtilities-CityClerk	Electric & Gas Utilities		0.84	
	080-104-42810	PG&EUtilities-CityManager	Electric & Gas Utilities		3.35	
	080-105-42810	PG&EUtilities-Finance	Electric & Gas Utilities		42.41	
	Void	08/18/2026	Regular	0.00	0.00	311163
PAC01	PG&E (Lighting District)	08/18/2026	Regular	0.00	3,218.96	311164

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
July 2026 Invoices	Invoice	08/18/2026	Street Lighting Charges	0.00	3,218.96	
	003-112-42815		StreetLights-Streets/Roads		123.88	
	003-112-42815		StreetLights-Streets/Roads		156.87	
	003-112-42815		StreetLights-Streets/Roads		57.98	
	003-112-42815		StreetLights-Streets/Roads		147.21	
	003-112-42815		StreetLights-Streets/Roads		2,239.99	
	003-112-42815		StreetLights-Streets/Roads		379.16	
	004-145-42815		StreetLights-CrestViewLgt		113.87	
REP01	REPUBLIC SERVICES #594	08/18/2026	Regular	0.00	1,312.53	311165
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0594-000244727	Invoice	08/18/2026	Waste Services July 2026	0.00	191.80	
	010-151-42045		Sludge-SewerTreatment		191.80	
0594-000246517	Invoice	08/18/2026	Waste Removal Services	0.00	1,120.73	
	010-151-42045		Sludge-SewerTreatment		1,120.73	
RHB01	RH BORDEN & COMPANY LLC	08/18/2026	Regular	0.00	2,900.00	311166
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
2313	Invoice	08/18/2026	Collection System Flow Meter Services	0.00	2,900.00	
	010-151-42215		Rentals-Mach/Eq-SewerT...		2,900.00	
RID02	Ridgeline Municipal Strategies, LLC	08/18/2026	Regular	0.00	4,387.50	311167
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
25054-05	Invoice	08/18/2026	July 2026 WWTP Consulting Services	0.00	4,387.50	
	014-151-69400		Equipment - Sewer Capital..		4,387.50	
SIE23	SIERRA SEPTIC SERVICES, I	08/18/2026	Regular	0.00	11,400.00	311168
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
3778 & 3791	Invoice	08/18/2026	Gravity Box Rental	0.00	7,600.00	
	010-151-42045		Sludge-SewerTreatment		7,600.00	
3807	Invoice	08/18/2026	Gravity Box Rental	0.00	3,800.00	
	010-151-42045		Sludge-SewerTreatment		3,800.00	
SIG01	SIGNAL SERVICE	08/18/2026	Regular	0.00	1,051.17	311169
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
507280	Invoice	08/18/2026	Security System Services	0.00	601.17	
	001-113-42860		O&MBlg/Structu-Parks&R...		601.17	
I-509051	Invoice	08/18/2026	security system maintenance	0.00	450.00	
	001-113-42860		O&MBlg/Structu-Parks&R...		450.00	
SWE04	SWENSEN'S FOOTWEAR & APPA	08/18/2026	Regular	0.00	304.28	311170
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
#105934	Invoice	08/18/2026	Jeff's Boot Allowance	0.00	304.28	
	001-113-42095		Clothing-Parks&Recreat		304.28	
TES01	TESCO CONTROLS, INC	08/18/2026	Regular	0.00	2,014.50	311171
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
0088141-IN	Invoice	08/18/2026	WWTP Consulting Services	0.00	2,014.50	
	010-151-42830		O&M-SewerPlt-SewerTre...		2,014.50	
THA02	THATCHER COMPANY - LB1106	08/18/2026	Regular	0.00	19,498.31	311172

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5020149630	Invoice	08/18/2026	Chemicals	0.00	19,498.31	
	010-151-42025		Supplies-Chem-SewerTre...		19,498.31	
DUB01	Tom Dubois	08/18/2026	Regular	0.00	2,500.00	311173
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
August 2026 Hous.	Invoice	08/18/2026	August 2026 Housing Stipend	0.00	1,250.00	
	001-104-40065		Health/LifeIns-CITYMAN...		437.50	
	003-104-40065		EmployeeBenefi-CityMan...		62.50	
	010-104-40065		Health/LifeIns-CITYMAN...		437.50	
	080-104-40065		EmployeeBenefi-CityMan...		312.50	
July 2026 Housing.	Invoice	08/18/2026	July 2026 Housing Stipend	0.00	1,250.00	
	001-104-40065		Health/LifeIns-CITYMAN...		437.50	
	003-104-40065		EmployeeBenefi-CityMan...		62.50	
	010-104-40065		Health/LifeIns-CITYMAN...		437.50	
	080-104-40065		EmployeeBenefi-CityMan...		312.50	
TRA04	TRANSUNION RISK & ALTERNA	08/18/2026	Regular	0.00	100.00	311174
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
266598-202607-1	Invoice	08/18/2026	Person Look Up Service	0.00	100.00	
	001-106-42435		NetworkSvcCo-PoliceDe...		100.00	
UPC01	UP COUNTRY POOL CENTER	08/18/2026	Regular	0.00	593.57	311175
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
57931	Invoice	08/18/2026	Pool Chemicals	0.00	236.62	
	001-114-42025		Supplies-Chem-Swimmin...		236.62	
57982	Invoice	08/18/2026	Pool supplies	0.00	6.33	
	001-114-42015		Gen.Supplies-SwimmingP...		6.33	
58155	Invoice	08/18/2026	Pool Chemicals	0.00	350.62	
	001-114-42025		Supplies-Chem-Swimmin...		350.62	
USA01	USA BlueBook	08/18/2026	Regular	0.00	1,200.32	311176
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV01117377	Invoice	08/18/2026	WWTP supplies	0.00	661.62	
	010-152-42015		Gen.Supplies-SewerCollec...		661.62	
INV01117472	Invoice	08/18/2026	WWTP supplies	0.00	538.70	
	010-151-42015		Supplies-Lab-SewerTreat...		538.70	
VIO01	VIOLICH/SORACCO	08/18/2026	Regular	0.00	1,750.00	311177
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
August 2026 Rent	Invoice	08/18/2026	August 2026 Rent	0.00	875.00	
	001-113-42205		Lease-Prkglot-Parks&Recr...		875.00	
July 2026 Rent	Invoice	08/18/2026	July 2026 Rent	0.00	875.00	
	001-113-42205		Lease-Prkglot-Parks&Recr...		875.00	
WEA01	Weatherby, Reynolds, Frit	08/18/2026	Regular	0.00	2,834.70	311178

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Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
44084	Invoice	08/18/2026	Engineering WWTP	0.00	2,834.70	
	010-111-42300	E&PReimbEngr.-Engineer...	Engineering WWTP		135.00	
	010-111-42300	E&PReimbEngr.-Engineer...	Engineering WWTP		2,092.20	
	010-151-43250	Engineering-SewerTreat...	Engineering WWTP		337.50	
	010-152-43250	Engineering-SewerCollect...	Engineering WWTP		270.00	
WEB01	Weber, Ghio & Assoc, Inc.	08/18/2026	Regular	0.00	30,084.41	311179
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
July 2026 Statem...	Invoice	08/18/2026	General City Engineering	0.00	12,268.31	
	001-110-43300	PlanChk&Insp-BuildingDE...	General City Engineering		4,568.75	
	001-111-42300	E&PReimbEngr.-Engineer...	General City Engineering		45.00	
	001-111-42300	E&PReimbEngr.-Engineer...	General City Engineering		150.00	
	001-111-42300	E&PReimbEngr.-Engineer...	General City Engineering		1,475.25	
	001-111-43250	Engineering-Engineering	General City Engineering		360.00	
	001-111-43250	Engineering-Engineering	General City Engineering		4,091.88	
	001-111-43250	Engineering-Engineering	General City Engineering		160.88	
	001-111-43300	PlanChk&Insp-Engineering	General City Engineering		121.25	
	001-111-43300	PlanChk&Insp-Engineering	General City Engineering		1,205.30	
	001-111-43300	PlanChk&Insp-Engineering	General City Engineering		90.00	
Stmt 6/1-6/30	Invoice	08/18/2026	Stmt 6/1-6/30	0.00	17,816.10	
	001-111-42300	E&PReimbEngr.-Engineer...	Stmt 6/1-6/30		3,875.55	
	001-111-42300	E&PReimbEngr.-Engineer...	Stmt 6/1-6/30		630.00	
	001-111-42300	E&PReimbEngr.-Engineer...	Stmt 6/1-6/30		3,564.25	
	001-111-43250	Engineering-Engineering	Stmt 6/1-6/30		540.00	
	001-111-43250	Engineering-Engineering	Stmt 6/1-6/30		3,464.67	
	001-111-43250	Engineering-Engineering	Stmt 6/1-6/30		150.00	
	001-111-43250	Engineering-Engineering	Stmt 6/1-6/30		1,288.75	
	001-111-43300	PlanChk&Insp-Engineering	Stmt 6/1-6/30		3,700.38	
	001-111-43300	PlanChk&Insp-Engineering	Stmt 6/1-6/30		602.50	
	Void	08/18/2026	Regular	0.00	0.00	311180
WEL06	WELLS FARGO FINANCIAL LEA	08/18/2026	Regular	0.00	435.00	311181
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
5039230154	Invoice	08/18/2026	Copier Lease	0.00	217.50	
	001-105-42015	Gen.Supplies-Finance	Copier Lease		91.35	
	001-105-42015	Gen.Supplies-Finance	Copier Lease		67.43	
	003-105-42015	Gen.Supplies-Finance	Copier Lease		17.40	
	003-105-42015	Gen.Supplies-Finance	Copier Lease		23.92	
	080-105-42015	Gen.Supplies-Finance	Copier Lease		17.40	
5039230154.	Invoice	08/18/2026	Printer Lease	0.00	217.50	
	001-105-42015	Gen.Supplies-Finance	Printer Lease		91.35	
	001-105-42015	Gen.Supplies-Finance	Printer Lease		67.43	
	001-105-42015	Gen.Supplies-Finance	Printer Lease		23.92	
	003-105-42015	Gen.Supplies-Finance	Printer Lease		17.40	
	080-105-42015	Gen.Supplies-Finance	Printer Lease		17.40	
WIZ01	WIZIX TECHNOLOGY GROUP, I	08/18/2026	Regular	0.00	54.82	311182
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
629726	Invoice	08/18/2026	Copier Maintenance	0.00	54.82	
	001-610-42031	EquipmtMaint.-CentralSe...	Copier Maintenance		27.41	
	010-610-42031	EquipmtMaint.-CentralSe...	Copier Maintenance		27.41	
AMA16	Amador County Clerk/Recorder's Office	08/19/2026	Regular	0.00	50.00	311183

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
Embarc NOE Fees	Invoice	08/19/2026	Captured Invoice from AP Automation	0.00	50.00	
	001-109-43450	Planner-Planning	Captured Invoice from AP Auto...		50.00	
AME08	American Tire Depot	08/19/2026	Regular	0.00	186.23	311184
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
1193-9690600	Invoice	08/19/2026	ARSA SIDE BY SIDE TIRE	0.00	186.23	
	080-160-42850	VehicleMaintna-SewerAR...	ARSA SIDE BY SIDE TIRE		186.23	
LSL01	LSL, LLP	08/19/2026	Regular	0.00	35,300.00	311185
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
76475	Invoice	08/19/2026	FY25 Audit Services July & August 2026	0.00	35,300.00	
	001-105-43100	Audit&Acctg-Finance	FY25 Audit Services July & Augus...		13,767.00	
	003-105-43100	Audit&Acctg-Finance	FY25 Audit Services July & Augus...		2,118.00	
	010-105-43100	Audit&Acctg-Finance	FY25 Audit Services July & Augus...		14,826.00	
	080-105-43100	Audit&Acctg-Finance	FY25 Audit Services July & Augus...		4,589.00	

Bank Code AP-Sutter Creek Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	102	62	0.00	453,881.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-5,400.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	102	66	0.00	448,481.60

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	102	62	0.00	453,881.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	-5,400.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	102	66	0.00	448,481.60

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	8/2026	448,481.60
			448,481.60

Detail vs Budget Report

Account Summary

Section 12, Item E.

Date Range: 08/01/2026 - 08/31/2026

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001 - GeneralFund							
Revenue							
001-000-70000	SecuredPropertytaxes	-766,956.00	0.00	-36,514.72	-36,514.72	-730,441.28	-95.24%
001-000-70001	UnsecuredPropertytaxes	-13,117.00	0.00	-776.85	-776.85	-12,340.15	-94.08%
001-000-70002	PropTax-CurrSupple(Co	-11,130.00	0.00	-2,888.44	-2,888.44	-8,241.56	-74.05%
001-000-70003	PropertyTaxinLieuofM	-327,420.00	0.00	0.00	0.00	-327,420.00	-100.00%
001-000-70004	UnsecuredSupplemental	0.00	0.00	-297.34	-297.34	297.34	0.00%
001-000-70006	Propertytaxes-Prior	0.00	0.00	-1,017.77	-1,017.77	1,017.77	0.00%
001-000-70008	DELINQUENTSUPPLEMENTAL	-5,383.00	0.00	-3,780.98	-3,780.98	-1,602.02	-29.76%
001-000-70009	DelinqtUnsecuredSupplem	0.00	0.00	-45.89	-45.89	45.89	0.00%
001-000-70100	UtilityUserstax	0.00	-70.67	-69.13	-139.80	139.80	0.00%
001-000-70300	TransientLodgingTaxes	-341,127.00	-25,053.57	-18,942.24	-43,995.81	-297,131.19	-87.10%
001-000-70400	Tax-Gen'IRetailSales	-509,784.00	-44,392.46	-43,938.74	-88,331.20	-421,452.80	-82.67%
001-000-70410	SalesTax-PublicSafety	-11,833.00	-1,066.02	0.00	-1,066.02	-10,766.98	-90.99%
001-000-70420	Measure P Sales Tax	-577,513.00	-48,526.71	-86,379.19	-134,905.90	-442,607.10	-76.64%
001-000-71000	Tax,Franchise-Republic Waste	-73,152.00	-6,307.10	-6,221.90	-12,529.00	-60,623.00	-82.87%
001-000-71100	Tax,Franchise-Comcast	-25,587.00	0.00	-6,133.55	-6,133.55	-19,453.45	-76.03%
001-000-71200	Tax,Franchise-PG&E	-63,735.00	0.00	0.00	0.00	-63,735.00	-100.00%
001-000-71300	Tax,Transfer-RealProp	-11,238.00	0.00	-5,420.80	-5,420.80	-5,817.20	-51.76%
001-000-72000	License-Business	-63,322.00	-651.02	-905.00	-1,556.02	-61,765.98	-97.54%
001-000-72105	Permit-Encroachments	-16,925.00	-1,142.50	-771.25	-1,913.75	-15,011.25	-88.69%
001-000-72110	Permit-Banner	-357.00	-100.00	-50.00	-150.00	-207.00	-57.98%
001-000-72115	Permit-GarageSale	-20.00	0.00	0.00	0.00	-20.00	-100.00%
001-000-72120	Permit/Licenses-Other	-2,229.00	0.00	-470.00	-470.00	-1,759.00	-78.91%
001-000-72125	SignPermits	-528.00	-100.00	-100.00	-200.00	-328.00	-62.12%
001-000-72200	PlanningFees	-48,399.00	-15,717.98	0.00	-15,717.98	-32,681.02	-67.52%
001-000-72210	Subdivisionfees	0.00	-20,000.00	0.00	-20,000.00	20,000.00	0.00%
001-000-72215	Variance&ConditionalUs	-15,051.00	0.00	-150.00	-150.00	-14,901.00	-99.00%
001-000-72220	SitePlans	-14,044.00	0.00	0.00	0.00	-14,044.00	-100.00%
001-000-72225	BuildingPermitFees	-119,614.00	-34,059.67	-8,036.83	-42,096.50	-77,517.50	-64.81%
001-000-73000	VehicleCodeFines	-1,674.00	-304.68	-91.63	-396.31	-1,277.69	-76.33%
001-000-74120	LeaseRevenue-CingularWi	-50,861.00	-6,493.49	-3,117.50	-9,610.99	-41,250.01	-81.10%
001-000-74200	Fees-PDServices	-545.00	0.00	0.00	0.00	-545.00	-100.00%
001-000-74215	PoliceReport	-490.00	-30.00	-75.00	-105.00	-385.00	-78.57%
001-000-74225	CONCEALEDWEAPON	-255.00	0.00	0.00	0.00	-255.00	-100.00%
001-000-74235	SpecialPoliceServices	-2,146.00	-300.00	0.00	-300.00	-1,846.00	-86.02%
001-000-74310	REV-CITYENGINEERFEES	0.00	-375.00	0.00	-375.00	375.00	0.00%
001-000-74400	CemeteryRevenues	0.00	-2,000.00	0.00	-2,000.00	2,000.00	0.00%

Detail vs Budget Report

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-000-74415	HistoricalGrammerSchool	-13,459.00	-1,125.00	-1,840.00	-2,965.00	-10,494.00	-77.97%
001-000-74420	CribbsField/SnackShack	-235.00	0.00	-80.00	-80.00	-155.00	-65.96%
001-000-74425	Cribbs/SnackUtilities	0.00	0.00	-25.00	-25.00	25.00	0.00%
001-000-74430	Fees-CommunityCtrUtil	-2,865.00	-270.00	-525.00	-795.00	-2,070.00	-72.25%
001-000-74435	Fees-CommunityCenter	-7,521.00	-580.00	-2,875.00	-3,455.00	-4,066.00	-54.06%
001-000-74440	Fees-AuditoriumUse	-7,745.00	-275.00	-3,400.00	-3,675.00	-4,070.00	-52.55%
001-000-74445	Fees-AuditoriumUtilitie	-2,726.00	0.00	-1,000.00	-1,000.00	-1,726.00	-63.32%
001-000-74450	Fees-JazzerciseRentalln	-12,668.00	-840.00	-870.00	-1,710.00	-10,958.00	-86.50%
001-000-74455	SwimmingPoolRevenues	0.00	-4,740.25	-1,625.00	-6,365.25	6,365.25	0.00%
001-000-75000	InterestEarnings	-25,500.00	-25,974.98	-9,993.59	-35,968.57	10,468.57	41.05%
001-000-75125	HomeownersPropertyTaxR	-6,318.00	0.00	0.00	0.00	-6,318.00	-100.00%
001-000-75130	StateGrants	-798.00	0.00	0.00	0.00	-798.00	-100.00%
001-000-75135	OtherGrants	-10,000.00	0.00	-5,000.00	-5,000.00	-5,000.00	-50.00%
001-000-75200	StateCopsGrant	-205,568.00	0.00	0.00	0.00	-205,568.00	-100.00%
001-000-77115	Other	0.00	0.00	-175.70	-175.70	175.70	0.00%
001-000-77135	Income-Donations,Priva	0.00	0.00	-317.00	-317.00	317.00	0.00%
001-000-77155	Otherrevenue	0.00	0.00	-8.00	-8.00	8.00	0.00%
001-001-75200	Rents,Royalties&Commis	-4,804.00	-410.00	-308.75	-718.75	-4,085.25	-85.04%
Revenue Totals:		-3,374,642.00	-240,906.10	-254,237.79	-495,143.89	-2,879,498.11	-85.33%
001 - GeneralFund Totals:		-3,374,642.00	-240,906.10	-254,237.79	-495,143.89	-2,879,498.11	-85.33%
003 - Streets/Sidewal							
Revenue							
003-000-75100	VehicleLicenseFee	-5,000.00	0.00	0.00	0.00	-5,000.00	-100.00%
003-000-75120	Grants-County,local,m	-611,000.00	0.00	0.00	0.00	-611,000.00	-100.00%
003-000-75320	2107HighwayUserTax	-46,500.00	-3,682.16	-4,149.80	-7,831.96	-38,668.04	-83.16%
003-000-75321	2105HighwayUserTax	-16,500.00	-1,376.90	-1,415.83	-2,792.73	-13,707.27	-83.07%
003-000-75322	2106HighwayUserTax	-16,500.00	-1,447.90	-1,577.17	-3,025.07	-13,474.93	-81.67%
003-000-75323	2107-5HighwayUserTax	-1,000.00	0.00	-1,000.00	-1,000.00	0.00	0.00%
003-000-75325	RoadMaintenance&Rehabi	-71,000.00	-6,151.34	-6,719.00	-12,870.34	-58,129.66	-81.87%
Revenue Totals:		-767,500.00	-12,658.30	-14,861.80	-27,520.10	-739,979.90	-96.41%
003 - Streets/Sidewal Totals:		-767,500.00	-12,658.30	-14,861.80	-27,520.10	-739,979.90	-96.41%
004 - CrestviewLgt/D							
Revenue							
004-000-74330	StreetLightingCharges	-2,756.00	0.00	0.00	0.00	-2,756.00	-100.00%
Revenue Totals:		-2,756.00	0.00	0.00	0.00	-2,756.00	-100.00%
004 - CrestviewLgt/D Totals:		-2,756.00	0.00	0.00	0.00	-2,756.00	-100.00%
010 - SewerM&O							
Revenue							
010-000-74500	SewerServiceCharges	-3,374,700.00	-258,711.41	-262,580.61	-521,292.02	-2,853,407.98	-84.55%
010-000-74505	SepticDumpingFee	-49,178.00	-3,940.00	-5,483.71	-9,423.71	-39,754.29	-80.84%
010-000-74510	ContractSewerRevAWA&	-247,104.00	-21,501.33	-21,501.33	-43,002.66	-204,101.34	-82.60%
010-000-75000	InterestEarnings	-45,900.00	0.00	0.00	0.00	-45,900.00	-100.00%

Detail vs Budget Report

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
010-000-77115	EffluentDisposal	-177,000.00	-21,533.78	-17,500.00	-39,033.78	-137,966.22	-77.95%
010-000-77130	LateCharges	-70,993.00	-7,203.83	-7,739.18	-14,943.01	-56,049.99	-78.95%
010-000-78999	OperatingTransfersIn	-322,876.00	0.00	0.00	0.00	-322,876.00	-100.00%
010-001-74500	SewerSvcChrgesAmadorC	-49,242.00	-4,103.50	-4,103.50	-8,207.00	-41,035.00	-83.33%
Revenue Totals:		-4,336,993.00	-316,993.85	-318,908.33	-635,902.18	-3,701,090.82	-85.34%
010 - SewerM&O Totals:		-4,336,993.00	-316,993.85	-318,908.33	-635,902.18	-3,701,090.82	-85.34%
011 - SewerWWTP							
Revenue							
011-000-75000	InterestEarnings	-5,100.00	0.00	0.00	0.00	-5,100.00	-100.00%
011-000-77115	SewerConnectionCharges	0.00	-40,990.24	-6,250.00	-47,240.24	47,240.24	0.00%
Revenue Totals:		-5,100.00	-40,990.24	-6,250.00	-47,240.24	42,140.24	826.28%
011 - SewerWWTP Totals:		-5,100.00	-40,990.24	-6,250.00	-47,240.24	42,140.24	826.28%
012 - SewerLineRep.							
Revenue							
012-000-75000	InterestEarnings	-14,280.00	0.00	0.00	0.00	-14,280.00	-100.00%
Revenue Totals:		-14,280.00	0.00	0.00	0.00	-14,280.00	-100.00%
012 - SewerLineRep. Totals:		-14,280.00	0.00	0.00	0.00	-14,280.00	-100.00%
014 - SewerCapRes							
Revenue							
014-000-75000	InterestEarnings	-23,460.00	0.00	0.00	0.00	-23,460.00	-100.00%
Revenue Totals:		-23,460.00	0.00	0.00	0.00	-23,460.00	-100.00%
014 - SewerCapRes Totals:		-23,460.00	0.00	0.00	0.00	-23,460.00	-100.00%
035 - TM-General							
Revenue							
035-000-74355	TrafficMitigationfee	0.00	-20,536.88	0.00	-20,536.88	20,536.88	0.00%
Revenue Totals:		0.00	-20,536.88	0.00	-20,536.88	20,536.88	0.00%
035 - TM-General Totals:		0.00	-20,536.88	0.00	-20,536.88	20,536.88	0.00%
042 - AB1600							
Revenue							
042-000-74345	GENERALDEVELOPERIMPACT	-147,644.00	-30,880.08	0.00	-30,880.08	-116,763.92	-79.08%
Revenue Totals:		-147,644.00	-30,880.08	0.00	-30,880.08	-116,763.92	-79.08%
042 - AB1600 Totals:		-147,644.00	-30,880.08	0.00	-30,880.08	-116,763.92	-79.08%
073 - ParkImpactFee							
Revenue							
073-000-74360	PARKSREGIONALIMPACTFEE	-424,242.00	-54,802.60	0.00	-54,802.60	-369,439.40	-87.08%
073-000-75120	Grants - Local, Other	-195,000.00	0.00	0.00	0.00	-195,000.00	-100.00%
Revenue Totals:		-619,242.00	-54,802.60	0.00	-54,802.60	-564,439.40	-91.15%
073 - ParkImpactFee Totals:		-619,242.00	-54,802.60	0.00	-54,802.60	-564,439.40	-91.15%
Report Total:		-9,291,617.00	-717,768.05	-594,257.92	-1,312,025.97	-7,979,591.03	-85.88%

Fund	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001 - GeneralFund	-3,374,642.00	-240,906.10	-254,237.79	-495,143.89	-2,879,498.11	-85.33%
003 - Streets/Sidewal	-767,500.00	-12,658.30	-14,861.80	-27,520.10	-739,979.90	-96.41%
004 - CrestviewLgt/D	-2,756.00	0.00	0.00	0.00	-2,756.00	-100.00%
010 - SewerM&O	-4,336,993.00	-316,993.85	-318,908.33	-635,902.18	-3,701,090.82	-85.34%
011 - SewerWWTP	-5,100.00	-40,990.24	-6,250.00	-47,240.24	42,140.24	826.28%
012 - SewerLineRep.	-14,280.00	0.00	0.00	0.00	-14,280.00	-100.00%
014 - SewerCapRes	-23,460.00	0.00	0.00	0.00	-23,460.00	-100.00%
035 - TM-General	0.00	-20,536.88	0.00	-20,536.88	20,536.88	0.00%
042 - AB1600	-147,644.00	-30,880.08	0.00	-30,880.08	-116,763.92	-79.08%
073 - ParkImpactFee	-619,242.00	-54,802.60	0.00	-54,802.60	-564,439.40	-91.15%
Report Total:	-9,291,617.00	-717,768.05	-594,257.92	-1,312,025.97	-7,979,591.03	-85.88%

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001 - GeneralFund							
Department: 000 - NonDepartmental							
Expense							
001-000-40061	PERSUnfunded-NonDepartment	281,871.00	273,950.00	0.00	273,950.00	7,921.00	2.81%
001-000-43600	ProfServices	50,000.00	0.00	0.00	0.00	50,000.00	100.00%
Expense Totals:		331,871.00	273,950.00	0.00	273,950.00	57,921.00	17.45%
000 - NonDepartmental Totals:		331,871.00	273,950.00	0.00	273,950.00	57,921.00	17.45%
Department: 101 - CityCouncil							
Expense							
001-101-40006	Sal/Wages-Elect-CityCouncil	15,120.00	1,260.00	1,260.00	2,520.00	12,600.00	83.33%
001-101-40050	FICA-CityCouncil	937.00	78.12	78.12	156.24	780.76	83.33%
001-101-40051	Medicare-CityCouncil	219.00	18.27	18.27	36.54	182.46	83.32%
001-101-40055	SUI-CityCouncil	363.00	0.00	0.00	0.00	363.00	100.00%
001-101-42015	Gen.Supplies-CityCouncil	300.00	0.00	0.00	0.00	300.00	100.00%
001-101-42080	Elections-CityCouncil	3,500.00	0.00	0.00	0.00	3,500.00	100.00%
001-101-42756	Membership/Dues-CityCouncil	2,150.00	0.00	0.00	0.00	2,150.00	100.00%
001-101-42760	Travel,Conf,Trg-CityCouncil	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
Expense Totals:		24,589.00	1,356.39	1,356.39	2,712.78	21,876.22	88.97%
101 - CityCouncil Totals:		24,589.00	1,356.39	1,356.39	2,712.78	21,876.22	88.97%
Department: 102 - CityClerk							
Expense							
001-102-40000	Salaries-CityClerk	46,800.00	2,662.69	1,920.00	4,582.69	42,217.31	90.21%
001-102-40015	VacationPayout-CityClerk	1,500.00	590.51	0.00	590.51	909.49	60.63%
001-102-40050	FICA-CityClerk	2,902.00	196.81	119.04	315.85	2,586.15	89.12%
001-102-40051	Medicare-CityClerk	679.00	46.03	27.85	73.88	605.12	89.12%
001-102-40055	SUI-CityClerk	101.00	17.71	46.08	63.79	37.21	36.84%
001-102-40060	PERS-CityClerk	7,179.00	326.43	152.25	478.68	6,700.32	93.33%
001-102-40065	Health/LifeIns-CityClerk	16,560.00	659.99	0.00	659.99	15,900.01	96.01%
001-102-40070	WorkersComp.-CityClerk	3,978.00	989.00	0.00	989.00	2,989.00	75.14%
001-102-42015	Gen.Supplies-CityClerk	120.00	0.00	0.00	0.00	120.00	100.00%
001-102-42435	NetworkSvcsCo-CityClerk	2,100.00	0.00	0.00	0.00	2,100.00	100.00%
001-102-42445	MUNICODEWEB-CityClerk	5,400.00	0.00	0.00	0.00	5,400.00	100.00%
001-102-42760	Travel,Conf,Trg-CityClerk	720.00	0.00	0.00	0.00	720.00	100.00%
001-102-42805	WaterUtilities-CityClerk	150.00	5.95	7.32	13.27	136.73	91.15%
001-102-42810	PG&EUtilities-CityClerk	420.00	18.55	14.23	32.78	387.22	92.20%
001-102-43650	Contracts-Other-CityClerk	9,000.00	0.00	0.00	0.00	9,000.00	100.00%

Detail vs Budget Report

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
Expense Totals:		97,609.00	5,513.67	2,286.77	7,800.44	89,808.56	92.01%
102 - CityClerk Totals:		97,609.00	5,513.67	2,286.77	7,800.44	89,808.56	92.01%
Department: 103 - CityTreasurer							
Expense							
001-103-40005	Sal/Wages-Elect-CityTreasurer	2,250.00	187.50	187.50	375.00	1,875.00	83.33%
001-103-40050	FICA-CityTreasurer	140.00	11.63	11.63	23.26	116.74	83.39%
001-103-40051	Medicare-CityTreasurer	33.00	2.72	2.72	5.44	27.56	83.52%
001-103-40055	SUI-CityTreasurer	61.00	0.00	0.00	0.00	61.00	100.00%
Expense Totals:		2,484.00	201.85	201.85	403.70	2,080.30	83.75%
103 - CityTreasurer Totals:		2,484.00	201.85	201.85	403.70	2,080.30	83.75%
Department: 104 - CityManager							
Expense							
001-104-40000	Salaries-CityManager	94,054.00	6,788.31	5,765.11	12,553.42	81,500.58	86.65%
001-104-40015	VacationPayout-CityManager	3,375.00	0.00	0.00	0.00	3,375.00	100.00%
001-104-40050	FICA-CITYMANAGER	5,831.00	413.89	350.37	764.26	5,066.74	86.89%
001-104-40051	Medicare-CITYMANAGER	1,364.00	96.78	81.94	178.72	1,185.28	86.90%
001-104-40055	SUI-CITYMANAGER	118.00	17.22	0.00	17.22	100.78	85.41%
001-104-40060	PERS-CITYMANAGER	6,223.00	528.80	447.67	976.47	5,246.53	84.31%
001-104-40065	Health/LifeIns-CITYMANAGER	25,053.00	1,086.77	1,786.63	2,873.40	22,179.60	88.53%
001-104-40070	WorkersComp.-CITYMANAGER	4,641.00	1,154.00	0.00	1,154.00	3,487.00	75.13%
001-104-42015	Gen.Supplies-CityManager	350.00	0.00	0.00	0.00	350.00	100.00%
001-104-42760	Travel,Conf,Trg-CityManager	875.00	0.00	0.00	0.00	875.00	100.00%
001-104-42805	WaterUtilities-CityManager	105.00	5.95	6.10	12.05	92.95	88.52%
001-104-42810	PG&EUtilities-CityManager	245.00	10.91	8.37	19.28	225.72	92.13%
001-104-42995	CONTINGENCY-CityManager	1,750.00	0.00	0.00	0.00	1,750.00	100.00%
001-104-43600	ProfServices-CityManager	1,750.00	4,099.49	1,835.00	5,934.49	-4,184.49	-239.11%
Expense Totals:		145,734.00	14,202.12	10,281.19	24,483.31	121,250.69	83.20%
104 - CityManager Totals:		145,734.00	14,202.12	10,281.19	24,483.31	121,250.69	83.20%
Department: 105 - Finance							
Expense							
001-105-40000	Salaries-Finance	81,325.00	8,916.29	9,262.60	18,178.89	63,146.11	77.65%
001-105-40015	VACATIONPAYOUT-Finance	1,131.00	0.00	0.00	0.00	1,131.00	100.00%
001-105-40050	FICA-Finance	5,042.00	512.93	529.51	1,042.44	3,999.56	79.32%
001-105-40051	Medicare-Finance	1,179.00	119.99	123.83	243.82	935.18	79.32%
001-105-40055	SUI-Finance	260.00	0.00	0.00	0.00	260.00	100.00%
001-105-40060	PERS-Finance	4,834.00	513.54	560.76	1,074.30	3,759.70	77.78%
001-105-40065	Health/LifeIns-Finance	21,322.00	2,448.09	2,668.01	5,116.10	16,205.90	76.01%
001-105-40070	WorkersComp.-Finance	10,243.00	2,573.00	0.00	2,573.00	7,670.00	74.88%
001-105-42015	Gen.Supplies-Finance	9,657.00	416.40	371.36	787.76	8,869.24	91.84%
001-105-42435	NetworkSvcsCo-Finance	21,245.00	178.50	178.50	357.00	20,888.00	98.32%
001-105-42455	ComputerMaint.-Finance	386.00	0.00	0.00	0.00	386.00	100.00%
001-105-42760	Travel,Conf,Trg-Finance	579.00	0.00	0.00	0.00	579.00	100.00%

Detail vs Budget Report

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-105-42805	WaterUtilities-Finance	232.00	28.78	31.79	60.57	171.43	73.89%
001-105-42810	PG&EUtilities-Finance	2,704.00	252.16	270.39	522.55	2,181.45	80.67%
001-105-42955	PayChex&Bank-Finance	1,159.00	92.06	0.00	92.06	1,066.94	92.06%
001-105-43100	Audit&Acctg-Finance	15,644.00	0.00	13,767.00	13,767.00	1,877.00	12.00%
001-105-43600	ProfServices-Finance	386.00	0.00	0.00	0.00	386.00	100.00%
001-105-43650	Contracts-Other-Finance	773.00	0.00	0.00	0.00	773.00	100.00%
001-105-69400	O&MEquipment-Finance	1,826.00	0.00	0.00	0.00	1,826.00	100.00%
Expense Totals:		179,927.00	16,051.74	27,763.75	43,815.49	136,111.51	75.65%
105 - Finance Totals:		179,927.00	16,051.74	27,763.75	43,815.49	136,111.51	75.65%

Department: 106 - Police

Expense							
001-106-40000	Salaries-PoliceDept	542,498.00	46,828.01	39,927.88	86,755.89	455,742.11	84.01%
001-106-40006	Overtime-PoliceDept	40,000.00	1,230.92	3,505.88	4,736.80	35,263.20	88.16%
001-106-40015	VacationPayout-PoliceDept	15,310.00	6,839.20	0.00	6,839.20	8,470.80	55.33%
001-106-40050	FICA-PoliceDept	33,635.00	3,370.05	2,659.26	6,029.31	27,605.69	82.07%
001-106-40051	Medicare-PoliceDept	7,866.00	788.17	621.93	1,410.10	6,455.90	82.07%
001-106-40055	SUI-PoliceDept	1,008.00	0.00	0.00	0.00	1,008.00	100.00%
001-106-40060	PERS-PoliceDept	87,545.00	7,475.52	6,793.36	14,268.88	73,276.12	83.70%
001-106-40065	Health/LifeIns-PoliceDept	120,000.00	10,000.12	10,000.12	20,000.24	99,999.76	83.33%
001-106-40070	WorkersComp.-PoliceDept	39,776.00	9,895.00	0.00	9,895.00	29,881.00	75.12%
001-106-42015	Gen.Supplies-PoliceDept	2,500.00	82.29	58.58	140.87	2,359.13	94.37%
001-106-42020	FUEL-PoliceDept	27,000.00	3,537.49	4,363.70	7,901.19	19,098.81	70.74%
001-106-42045	SpecialDepart-PoliceDept	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
001-106-42095	Clothing-PoliceDept	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
001-106-42096	SafetyEquip-PoliceDept	5,000.00	106.34	0.00	106.34	4,893.66	97.87%
001-106-42435	NetworkSvcsCo-PoliceDept	6,000.00	100.00	100.00	200.00	5,800.00	96.67%
001-106-42710	Communications-PoliceDept	5,000.00	594.54	162.79	757.33	4,242.67	84.85%
001-106-42760	Travel,Conf,Trg-PoliceDept	6,000.00	1,998.59	0.00	1,998.59	4,001.41	66.69%
001-106-42805	WaterUtilities-PoliceDept	500.00	56.43	62.33	118.76	381.24	76.25%
001-106-42810	PG&EUtilities-PoliceDept	7,000.00	494.44	530.18	1,024.62	5,975.38	85.36%
001-106-42850	VehicleMaintna-PoliceDept	18,000.00	644.45	1,515.87	2,160.32	15,839.68	88.00%
001-106-42930	AnimalControl-PoliceDept	38,000.00	2,586.42	862.14	3,448.56	34,551.44	90.92%
001-106-42935	Misc-Bookings-PoliceDept	150.00	0.00	0.00	0.00	150.00	100.00%
001-106-42940	Misc-Court/Invs-PoliceDept	100.00	0.00	0.00	0.00	100.00	100.00%
001-106-43700	Dispatching-PoliceDept	175,000.00	0.00	0.00	0.00	175,000.00	100.00%
001-106-69701	Machinery&-PoliceDept	15,037.00	0.00	0.00	0.00	15,037.00	100.00%
Expense Totals:		1,197,925.00	96,627.98	71,164.02	167,792.00	1,030,133.00	85.99%
106 - Police Totals:		1,197,925.00	96,627.98	71,164.02	167,792.00	1,030,133.00	85.99%

Department: 109 - Planning

Expense							
001-109-40000	Salaries-Planning	0.00	112.50	112.50	225.00	-225.00	0.00%
001-109-40005	Sal/Wages-Elect-Planning	6,750.00	450.00	450.00	900.00	5,850.00	86.67%

Detail vs Budget Report

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-109-40050	FICA-Planning	419.00	34.90	34.90	69.80	349.20	83.34%
001-109-40051	Medicare-Planning	98.00	8.15	8.15	16.30	81.70	83.37%
001-109-40055	SUI-Planning	182.00	0.00	0.00	0.00	182.00	100.00%
001-109-42015	Gen.Supplies-Planning	300.00	0.00	0.00	0.00	300.00	100.00%
001-109-42510	LAFCOExpense-Planning	6,000.00	4,579.00	0.00	4,579.00	1,421.00	23.68%
001-109-42750	PHNOTICES-Planning	3,000.00	278.08	512.02	790.10	2,209.90	73.66%
001-109-43450	Planner-Planning	34,000.00	2,208.00	858.00	3,066.00	30,934.00	90.98%
001-109-43650	Contracts-Other-Planning	7,996.00	0.00	0.00	0.00	7,996.00	100.00%
Expense Totals:		58,745.00	7,670.63	1,975.57	9,646.20	49,098.80	83.58%
109 - Planning Totals:		58,745.00	7,670.63	1,975.57	9,646.20	49,098.80	83.58%
Department: 110 - Building Expense							
001-110-43300	PlanChk&Insp-BuildingDEPT	42,000.00	0.00	4,568.75	4,568.75	37,431.25	89.12%
Expense Totals:		42,000.00	0.00	4,568.75	4,568.75	37,431.25	89.12%
110 - Building Totals:		42,000.00	0.00	4,568.75	4,568.75	37,431.25	89.12%
Department: 111 - Engineering Expense							
001-111-42300	E&PReimbEngr.-Engineering	110,000.00	10,732.67	16,122.05	26,854.72	83,145.28	75.59%
001-111-43250	Engineering-Engineering	60,000.00	0.00	10,056.18	10,056.18	49,943.82	83.24%
001-111-43300	PlanChk&Insp-Engineering	45,000.00	0.00	5,719.43	5,719.43	39,280.57	87.29%
Expense Totals:		215,000.00	10,732.67	31,897.66	42,630.33	172,369.67	80.17%
111 - Engineering Totals:		215,000.00	10,732.67	31,897.66	42,630.33	172,369.67	80.17%
Department: 113 - Parks&Recreation Expense							
001-113-40000	Salaries-Parks&Recreat	129,939.00	7,750.91	12,005.14	19,756.05	110,182.95	84.80%
001-113-40006	Overtime-Parks&Recreat	0.00	232.62	43.78	276.40	-276.40	0.00%
001-113-40015	VacationPayout-Parks&Recreat	4,460.00	0.00	0.00	0.00	4,460.00	100.00%
001-113-40050	FICA-Parks&Recreat	8,056.00	483.30	733.71	1,217.01	6,838.99	84.89%
001-113-40051	Medicare-Parks&Recreat	1,884.00	113.05	171.60	284.65	1,599.35	84.89%
001-113-40055	SUI-Parks&Recreat	296.00	0.00	0.00	0.00	296.00	100.00%
001-113-40060	PERS-Parks&Recreat	14,445.00	564.53	884.28	1,448.81	12,996.19	89.97%
001-113-40065	Health/LifeIns-Parks&Recreat	41,653.00	2,587.51	3,898.98	6,486.49	35,166.51	84.43%
001-113-40070	WorkersComp.-Parks&Recreat	11,672.00	2,904.00	0.00	2,904.00	8,768.00	75.12%
001-113-42015	Gen.Supplies-Parks&Recreat	580.00	0.00	0.00	0.00	580.00	100.00%
001-113-42020	FUEL-Parks&Recreat	7,000.00	1,159.88	713.73	1,873.61	5,126.39	73.23%
001-113-42030	Repair/Maint-Parks&Recreat	25,000.00	369.36	547.52	916.88	24,083.12	96.33%
001-113-42057	Beautification-Parks&Recreat	6,000.00	0.00	0.00	0.00	6,000.00	100.00%
001-113-42095	Clothing-Parks&Recreat	1,000.00	0.00	441.78	441.78	558.22	55.82%
001-113-42205	Lease-Prkglot-Parks&Recreat	45,500.00	0.00	7,580.92	7,580.92	37,919.08	83.34%
001-113-42400	Signs-Parks & Recreat	250.00	0.00	0.00	0.00	250.00	100.00%
001-113-42410	WeedControl-Parks&Recreat	5,000.00	9,830.87	0.00	9,830.87	-4,830.87	-96.62%
001-113-42415	Restrooms-Parks&Recreat	500.00	0.00	0.00	0.00	500.00	100.00%

Detail vs Budget Report

Date Range: 0 Section 12, Item E. 6

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-113-42425	Taxes/Fees/Lics-Parks&Recreat	500.00	0.00	0.00	0.00	500.00	100.00%
001-113-42435	NetworkSvcsCo-Parks&Recreat	0.00	153.90	0.00	153.90	-153.90	0.00%
001-113-42436	Internet Services - Parks & Rec	2,000.00	0.00	0.00	0.00	2,000.00	100.00%
001-113-42805	WaterUtilities-Parks&Recreat	26,000.00	2,768.10	4,308.74	7,076.84	18,923.16	72.78%
001-113-42810	PG&EUtilities-Parks&Recreat	42,000.00	4,946.34	5,266.18	10,212.52	31,787.48	75.68%
001-113-42850	VehicleMaintna-Parks&Recreat	4,000.00	10.00	0.00	10.00	3,990.00	99.75%
001-113-42860	O&MBlg/Structu-Parks&Recreat	5,000.00	0.00	1,676.17	1,676.17	3,323.83	66.48%
001-113-42865	Janitorial-Parks&Recreat	6,500.00	4,037.65	0.00	4,037.65	2,462.35	37.88%
001-113-43650	Basketball League Expenses	0.00	196.25	0.00	196.25	-196.25	0.00%
001-113-69400	O&MEquipment-Parks&Recreat	2,500.00	300.44	0.00	300.44	2,199.56	87.98%
001-113-69600	Improvements-Parks&Recreat	334,000.00	0.00	72,506.75	72,506.75	261,493.25	78.29%
Expense Totals:		725,735.00	38,408.71	110,779.28	149,187.99	576,547.01	79.44%
113 - Parks&Recreation Totals:		725,735.00	38,408.71	110,779.28	149,187.99	576,547.01	79.44%

Department: 114 - SwimmingPool

Expense							
001-114-40000	Salaries-SwimmingPool	0.00	785.62	1,517.58	2,303.20	-2,303.20	0.00%
001-114-40006	Overtime-SwimmingPool	0.00	1,426.52	995.25	2,421.77	-2,421.77	0.00%
001-114-40050	FICA-SwimmingPool	0.00	1,013.97	789.30	1,803.27	-1,803.27	0.00%
001-114-40051	Medicare-SwimmingPool	0.00	237.13	184.59	421.72	-421.72	0.00%
001-114-40055	SUI-SwimmingPool	0.00	374.38	212.17	586.55	-586.55	0.00%
001-114-40060	PERS-SwimmingPool	0.00	120.52	224.41	344.93	-344.93	0.00%
001-114-40065	HealthBenefits-SwimmingPool	0.00	275.12	518.94	794.06	-794.06	0.00%
001-114-42015	Gen.Supplies-SwimmingPool	250.00	268.69	119.96	388.65	-138.65	-55.46%
001-114-42025	Supplies-Chem-SwimmingPool	12,000.00	4,714.45	587.24	5,301.69	6,698.31	55.82%
001-114-42425	Taxes/Fees/Lics-SwimmingPool	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
001-114-42860	O&MBlg/Structu-SwimmingPool	2,500.00	0.00	0.00	0.00	2,500.00	100.00%
001-114-43650	Contracts-Other-SwimmingPool	40,144.00	14,902.33	10,080.50	24,982.83	15,161.17	37.77%
001-114-69400	O&MEquipment-SwimmingPool	1,500.00	326.91	3,019.17	3,346.08	-1,846.08	-123.07%
Expense Totals:		57,394.00	24,445.64	18,249.11	42,694.75	14,699.25	25.61%
114 - SwimmingPool Totals:		57,394.00	24,445.64	18,249.11	42,694.75	14,699.25	25.61%

Department: 115 - Marketing

Expense							
001-115-42055	CommunityProm-Promotions	13,000.00	0.00	0.00	0.00	13,000.00	100.00%
001-115-42436	InternetServic-Promotions	6,900.00	500.00	1,150.00	1,650.00	5,250.00	76.09%
001-115-42745	Advertising-Promotions	1,500.00	0.00	227.39	227.39	1,272.61	84.84%
001-115-42756	Membership/Dues-Promotions	125.00	0.00	0.00	0.00	125.00	100.00%
Expense Totals:		21,525.00	500.00	1,377.39	1,877.39	19,647.61	91.28%
115 - Marketing Totals:		21,525.00	500.00	1,377.39	1,877.39	19,647.61	91.28%

Department: 140 - Cemetery

Expense							
001-140-40000	Salaries-Cemetery	0.00	83.38	0.00	83.38	-83.38	0.00%
001-140-40050	FICA-Cemetery	0.00	5.17	0.00	5.17	-5.17	0.00%

Detail vs Budget Report

Date Range: 06							Section 12, Item E.
Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001-140-40051	Medicare-Cemetery	0.00	1.21	0.00	1.21	-1.21	0.00%
001-140-40060	PERS-Cemetery	0.00	12.79	0.00	12.79	-12.79	0.00%
001-140-40065	EmployeeBenefi-Cemetery	0.00	27.50	0.00	27.50	-27.50	0.00%
Expense Totals:		0.00	130.05	0.00	130.05	-130.05	0.00%
140 - Cemetery Totals:		0.00	130.05	0.00	130.05	-130.05	0.00%
Department: 610 - CentralServices							
Expense							
001-610-40065	Health/LifeIns-CentralServies	360.00	0.00	3,780.00	3,780.00	-3,420.00	-950.00%
001-610-42015	Gen.Supplies-CentralServices	800.00	821.44	0.00	821.44	-21.44	-2.68%
001-610-42030	Repair/Maint-CentralServices	400.00	0.00	0.00	0.00	400.00	100.00%
001-610-42031	EquipmtMaint.-CentralServices	400.00	12.45	27.41	39.86	360.14	90.04%
001-610-42435	NetworkSvcsCo-CentralServices	12,000.00	1,042.90	0.00	1,042.90	10,957.10	91.31%
001-610-42436	InternetServic-CentralServices	4,000.00	252.53	252.53	505.06	3,494.94	87.37%
001-610-42710	Communications-CentralServices	2,000.00	229.02	85.86	314.88	1,685.12	84.26%
001-610-42755	RiskManagement-CentralServices	184,566.00	117,932.00	0.00	117,932.00	66,634.00	36.10%
001-610-42756	Membership/Dues-CentralServices	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
001-610-43600	ProfServices-CentralServices	0.00	1,890.00	0.00	1,890.00	-1,890.00	0.00%
Expense Totals:		205,526.00	122,180.34	4,145.80	126,326.14	79,199.86	38.54%
610 - CentralServices Totals:		205,526.00	122,180.34	4,145.80	126,326.14	79,199.86	38.54%
Department: 613 - CityAttorney							
Expense							
001-613-43350	Speciallegal-LEGALSERVICES	27,500.00	13,674.64	6,811.50	20,486.14	7,013.86	25.50%
Expense Totals:		27,500.00	13,674.64	6,811.50	20,486.14	7,013.86	25.50%
613 - CityAttorney Totals:		27,500.00	13,674.64	6,811.50	20,486.14	7,013.86	25.50%
001 - GeneralFund Totals:		3,333,564.00	625,646.43	292,859.03	918,505.46	2,415,058.54	72.45%
003 - Streets/Sidewal							
Department: 104 - CityManager							
Expense							
003-104-40000	Salaries-CITYMANAGER	13,436.00	280.39	0.00	280.39	13,155.61	97.91%
003-104-40015	VACATIONPAYOUT-CITYMANAGER	482.00	0.00	0.00	0.00	482.00	100.00%
003-104-40050	FICA-CityManager	833.00	17.40	0.00	17.40	815.60	97.91%
003-104-40051	Medicare-CITYMANAGER	195.00	4.07	0.00	4.07	190.93	97.91%
003-104-40055	SUI-CityManager	17.00	0.00	0.00	0.00	17.00	100.00%
003-104-40060	PERS-CITYMANAGER	889.00	22.23	0.00	22.23	866.77	97.50%
003-104-40065	EmployeeBenefi-CityManager	3,579.00	45.27	125.00	170.27	3,408.73	95.24%
003-104-40070	WorkersComp.-CITYMANAGER	663.00	165.00	0.00	165.00	498.00	75.11%
003-104-42015	Gen.Supplies-CITYMANAGER	50.00	0.00	0.00	0.00	50.00	100.00%
003-104-42760	Travel,Conf,Trg-CityManager	125.00	0.00	0.00	0.00	125.00	100.00%
003-104-42805	WaterUtilities-CityManager	15.00	1.19	1.22	2.41	12.59	83.93%
003-104-42810	PG&EUilities-CityManager	35.00	2.18	1.67	3.85	31.15	89.00%
003-104-42995	CONTINGENCY-CityManager	250.00	0.00	0.00	0.00	250.00	100.00%

Detail vs Budget Report

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Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
003-104-43600	ProfServices-CityManager	250.00	0.00	0.00	0.00	250.00	100.00%
Expense Totals:		20,819.00	537.73	127.89	665.62	20,153.38	96.80%
104 - CityManager Totals:		20,819.00	537.73	127.89	665.62	20,153.38	96.80%
Department: 105 - Finance							
Expense							
003-105-40000	Salaries-Finance	13,554.00	760.45	893.76	1,654.21	11,899.79	87.80%
003-105-40015	VACATIONPAYOUT-Finance	189.00	0.00	0.00	0.00	189.00	100.00%
003-105-40050	FICA-Finance	840.00	46.92	55.15	102.07	737.93	87.85%
003-105-40051	Medicare-Finance	197.00	10.98	12.90	23.88	173.12	87.88%
003-105-40055	SUI-Finance	43.00	0.00	0.00	0.00	43.00	100.00%
003-105-40060	PERS-Finance	806.00	60.30	70.88	131.18	674.82	83.72%
003-105-40065	EmployeeBenefi-Finance	3,554.00	237.18	276.02	513.20	3,040.80	85.56%
003-105-40070	WorkersComp.-Finance	1,707.00	396.00	0.00	396.00	1,311.00	76.80%
003-105-42015	Gen.Supplies-Finance	1,609.00	66.94	63.99	130.93	1,478.07	91.86%
003-105-42435	NetworkSvcsCo-Finance	3,541.00	31.50	31.50	63.00	3,478.00	98.22%
003-105-42760	Travel,Conf,Trg-Finance	97.00	0.00	0.00	0.00	97.00	100.00%
003-105-42805	WaterUtilities-Finance	39.00	5.08	5.61	10.69	28.31	72.59%
003-105-42810	PG&EUtilities-Finance	451.00	44.50	47.72	92.22	358.78	79.55%
003-105-42955	PayChex&Bank-Finance	193.00	2.89	0.00	2.89	190.11	98.50%
003-105-43100	Audit&Acctg-Finance	2,607.00	0.00	2,118.00	2,118.00	489.00	18.76%
003-105-43600	ProfServices-Finance	64.00	0.00	0.00	0.00	64.00	100.00%
003-105-43650	Contracts-Other-Finance	129.00	0.00	0.00	0.00	129.00	100.00%
003-105-69400	O&MEquipment-Finance	64.00	0.00	0.00	0.00	64.00	100.00%
Expense Totals:		29,684.00	1,662.74	3,575.53	5,238.27	24,445.73	82.35%
105 - Finance Totals:		29,684.00	1,662.74	3,575.53	5,238.27	24,445.73	82.35%
Department: 112 - Streets/Roads							
Expense							
003-112-40000	Salaries-Streets/Roads	61,038.00	3,697.11	6,855.11	10,552.22	50,485.78	82.71%
003-112-40006	Overtime-Streets/Roads	0.00	345.18	87.55	432.73	-432.73	0.00%
003-112-40015	VACATIONPAYOUT-Streets/Roads	2,095.00	0.00	0.00	0.00	2,095.00	100.00%
003-112-40050	FICA-Streets/Roads	3,784.00	233.42	408.60	642.02	3,141.98	83.03%
003-112-40051	Medicare-Streets/Roads	885.00	54.60	95.56	150.16	734.84	83.03%
003-112-40055	SUI-Streets/Roads	139.00	0.00	0.00	0.00	139.00	100.00%
003-112-40060	PERS-Streets/Roads	6,786.00	389.56	672.79	1,062.35	5,723.65	84.34%
003-112-40065	Health/LifeIns-Streets/Roads	19,566.00	1,481.41	2,625.48	4,106.89	15,459.11	79.01%
003-112-40070	WorkersComp.-Streets/Roads	5,483.00	1,364.00	0.00	1,364.00	4,119.00	75.12%
003-112-42015	Gen.Supplies-Streets/Roads	2,000.00	0.00	515.37	515.37	1,484.63	74.23%
003-112-42020	FUEL-Streets/Roads	5,000.00	520.17	288.31	808.48	4,191.52	83.83%
003-112-42095	Clothing-Streets/Roads	1,000.00	0.00	123.75	123.75	876.25	87.63%
003-112-42200	Patching-Streets/Roads	7,000.00	2,212.74	0.00	2,212.74	4,787.26	68.39%
003-112-42400	Signs-Streets/Roads	250.00	0.00	0.00	0.00	250.00	100.00%
003-112-42410	WeedControl-Streets/Roads	4,000.00	1,032.86	-17.94	1,014.92	2,985.08	74.63%

Detail vs Budget Report

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
003-112-42815	StreetLights-Streets/Roads	42,000.00	3,110.94	6,523.25	9,634.19	32,365.81	77.06%
003-112-42850	VehicleMaintna-Streets/Roads	2,000.00	48.69	844.76	893.45	1,106.55	55.33%
003-112-42860	Street/Drain Repairs	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
003-112-69400	O&MEquipment-Streets/Roads	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
003-112-69600	Improvements-Streets/Roads	611,000.00	0.00	177,811.81	177,811.81	433,188.19	70.90%
Expense Totals:		785,026.00	14,490.68	196,834.40	211,325.08	573,700.92	73.08%
112 - Streets/Roads Totals:		785,026.00	14,490.68	196,834.40	211,325.08	573,700.92	73.08%
003 - Streets/Sidewal Totals:		835,529.00	16,691.15	200,537.82	217,228.97	618,300.03	74.00%

004 - CrestviewLgt/D

Department: 105 - Finance

Expense

004-105-40000	Salaries-Finance	0.00	400.41	340.75	741.16	-741.16	0.00%
004-105-40015	VacationPayout-Finance	254.00	0.00	0.00	0.00	254.00	100.00%
004-105-40050	FICA-Finance	0.00	24.71	21.02	45.73	-45.73	0.00%
004-105-40051	Medicare-Finance	0.00	5.78	4.91	10.69	-10.69	0.00%
004-105-40055	SUI-Finance	42.00	0.00	0.00	0.00	42.00	100.00%
004-105-40060	PERS-Finance	0.00	31.75	27.02	58.77	-58.77	0.00%
004-105-40065	EmployeeBenefi-Finance	2,479.00	125.05	105.23	230.28	2,248.72	90.71%
004-105-42015	Gen.Supplies-Finance	1,245.00	0.00	0.00	0.00	1,245.00	100.00%
004-105-43650	Contracts-Other-Finance	100.00	0.00	0.00	0.00	100.00	100.00%
Expense Totals:		4,120.00	587.70	498.93	1,086.63	3,033.37	73.63%
105 - Finance Totals:		4,120.00	587.70	498.93	1,086.63	3,033.37	73.63%

Department: 145 - CrestViewLgt

Expense

004-145-42815	StreetLights-CrestViewLgt	2,000.00	113.86	113.87	227.73	1,772.27	88.61%
Expense Totals:		2,000.00	113.86	113.87	227.73	1,772.27	88.61%
145 - CrestViewLgt Totals:		2,000.00	113.86	113.87	227.73	1,772.27	88.61%
004 - CrestviewLgt/D Totals:		6,120.00	701.56	612.80	1,314.36	4,805.64	78.52%

010 - SewerM&O

Department: 102 - CityClerk

Expense

010-102-40000	Salaries-CityClerk	19,500.00	903.21	180.00	1,083.21	18,416.79	94.45%
010-102-40015	VacationPayout-CityClerk	625.00	246.05	0.00	246.05	378.95	60.63%
010-102-40050	FICA-CityClerk	1,209.00	69.23	11.17	80.40	1,128.60	93.35%
010-102-40051	Medicare-CityClerk	283.00	16.19	2.62	18.81	264.19	93.35%
010-102-40055	SUI-CityClerk	42.00	2.43	4.32	6.75	35.25	83.93%
010-102-40060	PERS-CityClerk	2,991.00	119.66	14.28	133.94	2,857.06	95.52%
010-102-40061	PERSUnfunded-CityClerk	26,619.00	25,271.00	0.00	25,271.00	1,348.00	5.06%
010-102-40065	Health/LifeIns-CityClerk	6,900.00	275.04	0.00	275.04	6,624.96	96.01%
010-102-40070	WorkersComp.-CityClerk	1,657.00	412.00	0.00	412.00	1,245.00	75.14%
010-102-42015	Gen.Supplies-CityClerk	50.00	0.00	0.00	0.00	50.00	100.00%

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Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
010-102-42435	NetworkSvcsCo-CityClerk	875.00	0.00	0.00	0.00	875.00	100.00%
010-102-42445	MUNICODEWEB-CityClerk	2,250.00	0.00	0.00	0.00	2,250.00	100.00%
010-102-42760	Travel,Conf,Trg-CityClerk	300.00	0.00	0.00	0.00	300.00	100.00%
010-102-42805	WaterUtilities-CityClerk	63.00	3.57	2.44	6.01	56.99	90.46%
010-102-42810	PG&EUtilities-CityClerk	175.00	2.18	0.00	2.18	172.82	98.75%
010-102-43650	City Clerk - Contracts	3,750.00	0.00	0.00	0.00	3,750.00	100.00%
Expense Totals:		67,289.00	27,320.56	214.83	27,535.39	39,753.61	59.08%
102 - CityClerk Totals:		67,289.00	27,320.56	214.83	27,535.39	39,753.61	59.08%

Department: 104 - CityManager

Expense							
010-104-40000	Salaries-CITYMANAGER	94,054.00	4,678.03	5,184.67	9,862.70	84,191.30	89.51%
010-104-40015	VacationPayout-CityManager	3,375.00	0.00	0.00	0.00	3,375.00	100.00%
010-104-40050	FICA-CityManager	5,831.00	283.84	315.28	599.12	5,231.88	89.73%
010-104-40051	Medicare-CITYMANAGER	1,364.00	66.39	73.73	140.12	1,223.88	89.73%
010-104-40055	SUI-CityManager	118.00	0.00	0.00	0.00	118.00	100.00%
010-104-40060	PERS-CITYMANAGER	6,223.00	362.64	402.82	765.46	5,457.54	87.70%
010-104-40061	PERSUnfunded-CityManager	53,239.00	51,891.00	0.00	51,891.00	1,348.00	2.53%
010-104-40065	Health/LifeIns-CITYMANAGER	25,053.00	747.14	1,695.35	2,442.49	22,610.51	90.25%
010-104-40070	WorkersComp.-CityManager	4,641.00	1,154.00	0.00	1,154.00	3,487.00	75.13%
010-104-42015	Gen.Supplies-CityManager	350.00	0.00	0.00	0.00	350.00	100.00%
010-104-42760	Travel,Conf,Trg-CityManager	875.00	0.00	0.00	0.00	875.00	100.00%
010-104-42805	WaterUtilities-CityManager	105.00	2.38	2.44	4.82	100.18	95.41%
010-104-42810	PG&EUtilities-CityManager	245.00	4.37	3.35	7.72	237.28	96.85%
010-104-42995	CONTINGENCY-CityManager	1,750.00	0.00	0.00	0.00	1,750.00	100.00%
010-104-43600	ProfServices-CityManager	1,750.00	0.00	0.00	0.00	1,750.00	100.00%
Expense Totals:		198,973.00	59,189.79	7,677.64	66,867.43	132,105.57	66.39%
104 - CityManager Totals:		198,973.00	59,189.79	7,677.64	66,867.43	132,105.57	66.39%

Department: 105 - Finance

Expense							
010-105-40000	Salaries-Finance	88,554.00	5,598.12	4,979.11	10,577.23	77,976.77	88.06%
010-105-40015	VacationPayout-Finance	1,232.00	0.00	0.00	0.00	1,232.00	100.00%
010-105-40050	FICA-Finance	5,490.00	333.94	300.42	634.36	4,855.64	88.45%
010-105-40051	Medicare-Finance	1,284.00	78.10	70.29	148.39	1,135.61	88.44%
010-105-40055	SUI-Finance	283.00	0.00	0.00	0.00	283.00	100.00%
010-105-40060	PERS-Finance	5,264.00	330.97	306.92	637.89	4,626.11	87.88%
010-105-40061	PERSUnfunded-Finance	53,239.00	51,891.00	0.00	51,891.00	1,348.00	2.53%
010-105-40065	Health/LifeIns-Finance	23,217.00	1,440.36	1,276.51	2,716.87	20,500.13	88.30%
010-105-40070	WorkersComp.-Finance	11,153.00	2,771.00	0.00	2,771.00	8,382.00	75.15%
010-105-42015	Gen.Supplies-Finance	10,515.00	270.69	32.45	303.14	10,211.86	97.12%
010-105-42435	NetworkSvcsCo-Finance	23,133.00	112.00	112.00	224.00	22,909.00	99.03%
010-105-42450	MOMonlinefees-Finance	18,000.00	2,869.58	0.00	2,869.58	15,130.42	84.06%
010-105-42760	Travel,Conf,Trg-Finance	631.00	0.00	0.00	0.00	631.00	100.00%

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Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
010-105-42805	WaterUtilities-Finance	252.00	18.06	19.94	38.00	214.00	84.92%
010-105-42810	PG&EUtilities-Finance	2,944.00	158.22	169.66	327.88	2,616.12	88.86%
010-105-42955	PayChex&Bank-Finance	1,262.00	60.73	0.00	60.73	1,201.27	95.19%
010-105-43100	Audit&Acctg-Finance	17,034.00	0.00	14,826.00	14,826.00	2,208.00	12.96%
010-105-43600	ProfServices-Finance	421.00	0.00	0.00	0.00	421.00	100.00%
010-105-43650	Contracts-Other-Finance	841.00	0.00	0.00	0.00	841.00	100.00%
010-105-69400	O&MEquipment-Finance	421.00	0.00	0.00	0.00	421.00	100.00%
Expense Totals:		265,170.00	65,932.77	22,093.30	88,026.07	177,143.93	66.80%
105 - Finance Totals:		265,170.00	65,932.77	22,093.30	88,026.07	177,143.93	66.80%

Department: 111 - Engineering

Expense							
010-111-42300	E&PReimbEngr.-Engineering	0.00	1,822.50	2,227.20	4,049.70	-4,049.70	0.00%
Expense Totals:		0.00	1,822.50	2,227.20	4,049.70	-4,049.70	0.00%
111 - Engineering Totals:		0.00	1,822.50	2,227.20	4,049.70	-4,049.70	0.00%

Department: 151 - SewerTreatment

Expense							
010-151-40000	Salaries-SewerTreatment	113,128.00	8,488.31	8,211.16	16,699.47	96,428.53	85.24%
010-151-40006	Overtime-SewerTreatment	10,000.00	1,609.76	175.10	1,784.86	8,215.14	82.15%
010-151-40015	VacationPayout-SewerTreatment	3,883.00	0.00	0.00	0.00	3,883.00	100.00%
010-151-40050	FICA-SewerTreatment	7,014.00	591.67	506.02	1,097.69	5,916.31	84.35%
010-151-40051	Medicare-SewerTreatment	1,640.00	138.35	118.39	256.74	1,383.26	84.35%
010-151-40055	SUI-SewerTreatment	258.00	0.00	0.00	0.00	258.00	100.00%
010-151-40060	PERS-SewerTreatment	12,576.00	1,119.27	1,154.03	2,273.30	10,302.70	81.92%
010-151-40061	PERSUnfunded-SewerTreatment	26,619.00	25,270.00	0.00	25,270.00	1,349.00	5.07%
010-151-40065	Health/LifeIns-SewerTreatment	36,264.00	3,179.58	2,809.80	5,989.38	30,274.62	83.48%
010-151-40070	WorkersComp.-SewerTreatment	10,162.00	2,528.00	0.00	2,528.00	7,634.00	75.12%
010-151-42015	Supplies-Lab-SewerTreatment	11,000.00	1,601.10	1,734.70	3,335.80	7,664.20	69.67%
010-151-42020	FUEL-SewerTreatment	6,000.00	546.05	275.28	821.33	5,178.67	86.31%
010-151-42025	Supplies-Chem-SewerTreatment	115,000.00	21,979.62	19,498.31	41,477.93	73,522.07	63.93%
010-151-42030	Repair/Maint-SewerTreatment	0.00	1,600.80	0.00	1,600.80	-1,600.80	0.00%
010-151-42031	EquipmtMaint.-SewerTreatment	36,000.00	0.00	0.00	0.00	36,000.00	100.00%
010-151-42045	Sludge-SewerTreatment	60,000.00	2,153.61	13,714.85	15,868.46	44,131.54	73.55%
010-151-42095	Clothing-SewerTreatment	1,000.00	0.00	398.75	398.75	601.25	60.13%
010-151-42215	Rentals-Mach/Eq-SewerTreatment	10,000.00	151.33	4,010.80	4,162.13	5,837.87	58.38%
010-151-42425	Taxes/Fees/Lics-SewerTreatment	37,000.00	420.00	412.14	832.14	36,167.86	97.75%
010-151-42435	NetworkSvcsCo-SewerTreatment	3,500.00	0.00	0.00	0.00	3,500.00	100.00%
010-151-42436	InternetServic-SewerTreatment	1,500.00	0.00	153.90	153.90	1,346.10	89.74%
010-151-42710	Communications-SewerTreatment	500.00	32.16	32.14	64.30	435.70	87.14%
010-151-42756	Membership/Dues-SewerTreatment	900.00	0.00	0.00	0.00	900.00	100.00%
010-151-42760	Travel,Conf,Trg-SewerTreatment	1,000.00	0.00	0.00	0.00	1,000.00	100.00%
010-151-42805	WaterUtilities-SewerTreatment	12,000.00	1,306.99	1,808.43	3,115.42	8,884.58	74.04%
010-151-42810	PG&EUtilities-SewerTreatment	36,000.00	2,518.27	2,522.89	5,041.16	30,958.84	86.00%

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Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
010-151-42830	O&M-SewerPlt-SewerTreatment	25,000.00	2,259.31	3,098.08	5,357.39	19,642.61	78.57%
010-151-42850	VehicleMaintna-SewerTreatment	5,500.00	22.72	136.41	159.13	5,340.87	97.11%
010-151-43250	Engineering-SewerTreatment	50,000.00	2,887.50	5,452.50	8,340.00	41,660.00	83.32%
010-151-45100	PrincipalPymt-SewerTreatment	27,000.00	0.00	0.00	0.00	27,000.00	100.00%
010-151-45200	InterestExpens-SewerTreatment	17,100.00	0.00	0.00	0.00	17,100.00	100.00%
010-151-69600	Improvements-SewerTreatment	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
010-151-69701	Machinery&-SewerTreatment	3,600,000.00	0.00	0.00	0.00	3,600,000.00	100.00%
Expense Totals:		4,287,544.00	80,404.40	66,223.68	146,628.08	4,140,915.92	96.58%
151 - SewerTreatment Totals:		4,287,544.00	80,404.40	66,223.68	146,628.08	4,140,915.92	96.58%

Department: 152 - SewerCollection

Expense							
010-152-40000	Salaries-SewerCollectio	103,539.00	6,979.49	3,964.65	10,944.14	92,594.86	89.43%
010-152-40006	Overtime-SewerCollectio	0.00	737.94	43.78	781.72	-781.72	0.00%
010-152-40015	VacationPayout-SewerCollectio	3,554.00	0.00	0.00	0.00	3,554.00	100.00%
010-152-40050	FICA-SewerCollectio	6,419.00	446.86	253.63	700.49	5,718.51	89.09%
010-152-40051	Medicare-SewerCollectio	1,501.00	104.50	59.34	163.84	1,337.16	89.08%
010-152-40055	SUI-SewerCollectio	236.00	0.00	0.00	0.00	236.00	100.00%
010-152-40060	PERS-SewerCollectio	11,510.00	737.20	514.96	1,252.16	10,257.84	89.12%
010-152-40061	PERSUnfunded-SewerCollectio	26,619.00	25,270.00	0.00	25,270.00	1,349.00	5.07%
010-152-40065	Health/LifeIns-SewerCollectio	33,190.00	2,499.65	1,384.48	3,884.13	29,305.87	88.30%
010-152-40070	WorkersComp.-SewerCollectio	9,301.00	2,314.00	0.00	2,314.00	6,987.00	75.12%
010-152-42015	Gen.Supplies-SewerCollectio	0.00	15.00	661.62	676.62	-676.62	0.00%
010-152-42095	Clothing-SewerCollectio	1,000.00	0.00	371.25	371.25	628.75	62.88%
010-152-42425	Taxes/Fees/Lics-SewerCollectio	4,500.00	0.00	0.00	0.00	4,500.00	100.00%
010-152-42455	ComputerMaint.-SewerCollectio	8,000.00	0.00	0.00	0.00	8,000.00	100.00%
010-152-42830	O&M-SewerPlt-SewerCollectio	3,000.00	0.00	0.00	0.00	3,000.00	100.00%
010-152-42850	VehicleMaintna-SewerCollectio	2,500.00	62.35	0.00	62.35	2,437.65	97.51%
010-152-42860	O&MBlg/Structu-SewerCollectio	9,700.00	0.00	588.82	588.82	9,111.18	93.93%
010-152-43250	Engineering-SewerCollectio	16,000.00	1,822.50	270.00	2,092.50	13,907.50	86.92%
010-152-69600	Improvements-SewerCollectio	500,000.00	0.00	0.00	0.00	500,000.00	100.00%
Expense Totals:		740,569.00	40,989.49	8,112.53	49,102.02	691,466.98	93.37%
152 - SewerCollection Totals:		740,569.00	40,989.49	8,112.53	49,102.02	691,466.98	93.37%

Department: 610 - CentralServices

Expense							
010-610-40065	Health/LifeIns-CentralServies	270.00	0.00	0.00	0.00	270.00	100.00%
010-610-42015	Gen.Supplies-CentralServices	600.00	821.44	0.00	821.44	-221.44	-36.91%
010-610-42031	EquipmtMaint.-CentralServices	300.00	12.46	27.41	39.87	260.13	86.71%
010-610-42435	NetworkSvcsCo-CentralServices	9,000.00	521.45	0.00	521.45	8,478.55	94.21%
010-610-42436	InternetServic-CentralServices	3,000.00	252.53	252.53	505.06	2,494.94	83.16%
010-610-42710	Communications-CentralServices	1,500.00	56.30	85.87	142.17	1,357.83	90.52%
010-610-42755	RiskManagement-CentralServices	138,425.00	88,450.00	0.00	88,450.00	49,975.00	36.10%
010-610-42756	Membership/Dues-CentralServices	750.00	0.00	0.00	0.00	750.00	100.00%

Detail vs Budget Report

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
010-610-69800	ComputerHardwr-CentralServies	300.00	0.00	0.00	0.00	300.00	100.00%
	Expense Totals:	154,145.00	90,114.18	365.81	90,479.99	63,665.01	41.30%
	610 - CentralServices Totals:	154,145.00	90,114.18	365.81	90,479.99	63,665.01	41.30%
Department: 613 - CityAttorney							
Expense							
010-613-43350	Speciallegal-LEGALSERVICES	12,000.00	4,022.13	2,280.00	6,302.13	5,697.87	47.48%
	Expense Totals:	12,000.00	4,022.13	2,280.00	6,302.13	5,697.87	47.48%
	613 - CityAttorney Totals:	12,000.00	4,022.13	2,280.00	6,302.13	5,697.87	47.48%
	010 - SewerM&O Totals:	5,725,690.00	369,795.82	109,194.99	478,990.81	5,246,699.19	91.63%
014 - SewerCapRes							
Department: 151 - SewerTreatment							
Expense							
014-151-69400	Equipment - Sewer Capital Reserve	0.00	4,120.00	4,387.50	8,507.50	-8,507.50	0.00%
	Expense Totals:	0.00	4,120.00	4,387.50	8,507.50	-8,507.50	0.00%
	151 - SewerTreatment Totals:	0.00	4,120.00	4,387.50	8,507.50	-8,507.50	0.00%
	014 - SewerCapRes Totals:	0.00	4,120.00	4,387.50	8,507.50	-8,507.50	0.00%
042 - AB1600							
Department: 113 - Parks&Recreation							
Expense							
042-113-69701	Machinery&-Parks&Recreat	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
	Expense Totals:	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
	113 - Parks&Recreation Totals:	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
	042 - AB1600 Totals:	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
073 - ParkImpactFee							
Department: 113 - Parks&Recreation							
Expense							
073-113-69600	Improvements-Parks&Recreat	355,000.00	0.00	0.00	0.00	355,000.00	100.00%
	Expense Totals:	355,000.00	0.00	0.00	0.00	355,000.00	100.00%
	113 - Parks&Recreation Totals:	355,000.00	0.00	0.00	0.00	355,000.00	100.00%
	073 - ParkImpactFee Totals:	355,000.00	0.00	0.00	0.00	355,000.00	100.00%
080 - EffluentDisp.							
Department: 102 - CityClerk							
Expense							
080-102-40000	Salaries-CityClerk	11,700.00	579.43	45.00	624.43	11,075.57	94.66%
080-102-40015	VacationPayout-CityClerk	375.00	147.63	0.00	147.63	227.37	60.63%
080-102-40050	FICA-CityClerk	725.00	43.84	2.78	46.62	678.38	93.57%
080-102-40051	Medicare-CityClerk	170.00	10.25	0.64	10.89	159.11	93.59%
080-102-40055	SUI-CityClerk	25.00	2.36	1.08	3.44	21.56	86.24%
080-102-40060	PERS-CityClerk	1,795.00	74.75	3.57	78.32	1,716.68	95.64%

Detail vs Budget Report

Date Range: 0

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Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
080-102-40065	EmployeeBenefi-CityClerk	4,140.00	164.97	0.00	164.97	3,975.03	96.02%
080-102-40070	WorkersComp.-CityClerk	994.00	247.00	0.00	247.00	747.00	75.15%
080-102-42015	Gen.Supplies-CityClerk	30.00	0.00	0.00	0.00	30.00	100.00%
080-102-42435	NetworkSvcsCo-CityClerk	525.00	0.00	0.00	0.00	525.00	100.00%
080-102-42445	MuniCodeWeb-CityClerk	1,200.00	0.00	0.00	0.00	1,200.00	100.00%
080-102-42760	City Clerk - Travel/Conferences/Training	180.00	0.00	0.00	0.00	180.00	100.00%
080-102-42805	WaterUtilities-CityClerk	38.00	2.38	2.44	4.82	33.18	87.32%
080-102-42810	PG&EUtilities-CityClerk	105.00	1.09	0.84	1.93	103.07	98.16%
080-102-43650	City Clerk - Contract Services	2,400.00	0.00	0.00	0.00	2,400.00	100.00%
Expense Totals:		24,402.00	1,273.70	56.35	1,330.05	23,071.95	94.55%
102 - CityClerk Totals:		24,402.00	1,273.70	56.35	1,330.05	23,071.95	94.55%
Department: 104 - CityManager							
Expense							
080-104-40000	Salaries-CityManager	67,181.00	3,354.79	4,304.15	7,658.94	59,522.06	88.60%
080-104-40015	VacationPayout-CityManager	2,411.00	0.00	0.00	0.00	2,411.00	100.00%
080-104-40050	FICA-CityManager	4,165.00	203.58	262.51	466.09	3,698.91	88.81%
080-104-40051	Medicare-CityManager	974.00	47.61	61.39	109.00	865.00	88.81%
080-104-40055	SUI-CityManager	84.00	0.00	0.00	0.00	84.00	100.00%
080-104-40060	PERS-CityManager	4,445.00	260.08	335.35	595.43	3,849.57	86.60%
080-104-40065	EmployeeBenefi-CityManager	17,895.00	535.82	1,308.02	1,843.84	16,051.16	89.70%
080-104-40070	WorkersComp.-CityManager	3,315.00	0.00	0.00	0.00	3,315.00	100.00%
080-104-42015	Gen.Supplies-CityManager	250.00	0.00	0.00	0.00	250.00	100.00%
080-104-42760	Travel,Conf,Trg-CITYMANAGER	625.00	0.00	0.00	0.00	625.00	100.00%
080-104-42805	WaterUtilities-CityManager	75.00	2.38	2.44	4.82	70.18	93.57%
080-104-42810	PG&EUtilities-CityManager	175.00	4.37	3.35	7.72	167.28	95.59%
080-104-42995	CONTINGENCY-CityManager	1,250.00	0.00	0.00	0.00	1,250.00	100.00%
080-104-43600	ProfServices-CityManager	1,250.00	0.00	0.00	0.00	1,250.00	100.00%
Expense Totals:		104,095.00	4,408.63	6,277.21	10,685.84	93,409.16	89.73%
104 - CityManager Totals:		104,095.00	4,408.63	6,277.21	10,685.84	93,409.16	89.73%
Department: 105 - Finance							
Expense							
080-105-40000	Salaries-Finance	27,108.00	1,120.50	888.15	2,008.65	25,099.35	92.59%
080-105-40015	VACATIONPAYOUT-Finance	377.00	0.00	0.00	0.00	377.00	100.00%
080-105-40050	FICA-Finance	1,681.00	69.14	54.80	123.94	1,557.06	92.63%
080-105-40051	Medicare-Finance	393.00	16.15	12.81	28.96	364.04	92.63%
080-105-40055	SUI-Finance	87.00	0.00	0.00	0.00	87.00	100.00%
080-105-40060	PERS-Finance	1,611.00	88.87	70.44	159.31	1,451.69	90.11%
080-105-40065	EmployeeBenefi-Finance	7,107.00	349.32	274.23	623.55	6,483.45	91.23%
080-105-40070	WorkersComp.-Finance	3,414.00	858.00	0.00	858.00	2,556.00	74.87%
080-105-42015	Gen.Supplies-Finance	3,219.00	72.41	39.48	111.89	3,107.11	96.52%
080-105-42435	NetworkSvcsCo-Finance	7,082.00	28.00	28.00	56.00	7,026.00	99.21%
080-105-42760	Travel,Conf,Trg-Finance	193.00	0.00	0.00	0.00	193.00	100.00%

Detail vs Budget Report

Date Range: 0 Section 12, Item E. 6

Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
080-105-42805	WaterUtilities-Finance	77.00	4.51	4.99	9.50	67.50	87.66%
080-105-42810	PG&EUtilities-Finance	901.00	39.56	42.41	81.97	819.03	90.90%
080-105-42955	PayChex&Bank-Finance	386.00	17.35	0.00	17.35	368.65	95.51%
080-105-43100	Audit&Acctg-Finance	5,215.00	0.00	4,589.00	4,589.00	626.00	12.00%
080-105-43600	ProfServices-Finance	129.00	0.00	0.00	0.00	129.00	100.00%
080-105-43650	Contracts-Other-Finance	258.00	0.00	0.00	0.00	258.00	100.00%
080-105-69400	O&MEquipment-Finance	129.00	0.00	0.00	0.00	129.00	100.00%
Expense Totals:		59,367.00	2,663.81	6,004.31	8,668.12	50,698.88	85.40%
105 - Finance Totals:		59,367.00	2,663.81	6,004.31	8,668.12	50,698.88	85.40%

Department: 160 - Effluent

Expense							
080-160-40000	Salaries-SewerARSA	108,958.00	10,455.86	7,495.10	17,950.96	91,007.04	83.52%
080-160-40006	Overtime-SewerARSA	10,000.00	1,726.73	525.30	2,252.03	7,747.97	77.48%
080-160-40015	VacationPayout-Effluent	3,740.00	0.00	0.00	0.00	3,740.00	100.00%
080-160-40050	FICA-SewerARSA	6,755.00	701.09	481.51	1,182.60	5,572.40	82.49%
080-160-40051	Medicare-SewerARSA	1,580.00	163.97	112.55	276.52	1,303.48	82.50%
080-160-40055	SUI-SewerARSA	248.00	0.00	0.00	0.00	248.00	100.00%
080-160-40060	PERS-SewerARSA	12,113.00	1,380.11	1,150.35	2,530.46	9,582.54	79.11%
080-160-40061	PERSUnfunded-Effluent	26,619.00	25,270.00	0.00	25,270.00	1,349.00	5.07%
080-160-40065	Health/LifeIns-SewerARSA	34,927.00	3,749.33	2,562.42	6,311.75	28,615.25	81.93%
080-160-40070	WorkersComp.-SewerARSA	9,788.00	2,435.00	0.00	2,435.00	7,353.00	75.12%
080-160-42016	Gen.Supplies-SewerARSA	600.00	130.00	0.00	130.00	470.00	78.33%
080-160-42020	FUEL-SewerARSA	8,000.00	23.65	62.02	85.67	7,914.33	98.93%
080-160-42030	Repair/Maint-SewerARSA	5,000.00	230.73	313.42	544.15	4,455.85	89.12%
080-160-42095	Clothing-SewerARSA	0.00	0.00	343.75	343.75	-343.75	0.00%
080-160-42425	Taxes/Fees/Lics-SewerARSA	155,000.00	0.00	0.00	0.00	155,000.00	100.00%
080-160-42850	VehicleMaintna-SewerARSA	2,500.00	0.00	186.23	186.23	2,313.77	92.55%
080-160-42860	O&MBlg/Structu-SewerARSA	2,000.00	0.00	1,110.81	1,110.81	889.19	44.46%
080-160-42900	ARSA-SewerARSA	40,000.00	0.00	0.00	0.00	40,000.00	100.00%
080-160-43250	Engineering-SewerARSA	120,000.00	1,012.50	0.00	1,012.50	118,987.50	99.16%
080-160-43350	Speciallegal-SewerARSA	30,000.00	0.00	142.50	142.50	29,857.50	99.53%
080-160-69400	O&MEquipment-SewerARSA	10,000.00	0.00	0.00	0.00	10,000.00	100.00%
080-160-69600	Improvements-SewerARSA	300,000.00	0.00	0.00	0.00	300,000.00	100.00%
Expense Totals:		887,828.00	47,278.97	14,485.96	61,764.93	826,063.07	93.04%
160 - Effluent Totals:		887,828.00	47,278.97	14,485.96	61,764.93	826,063.07	93.04%

Department: 610 - CentralServices

Expense							
080-610-40065	EmployeeBenefi-CentralServies	270.00	0.00	0.00	0.00	270.00	100.00%
080-610-42015	Gen.Supplies-CentralServies	600.00	0.00	0.00	0.00	600.00	100.00%
080-610-42031	EquipmtMaint.-CentralServies	300.00	0.00	0.00	0.00	300.00	100.00%
080-610-42435	NetworkSvcsCo-CentralServies	9,000.00	521.45	0.00	521.45	8,478.55	94.21%
080-610-42436	InternetServic-CentralServies	3,000.00	252.52	252.52	505.04	2,494.96	83.17%

Detail vs Budget Report

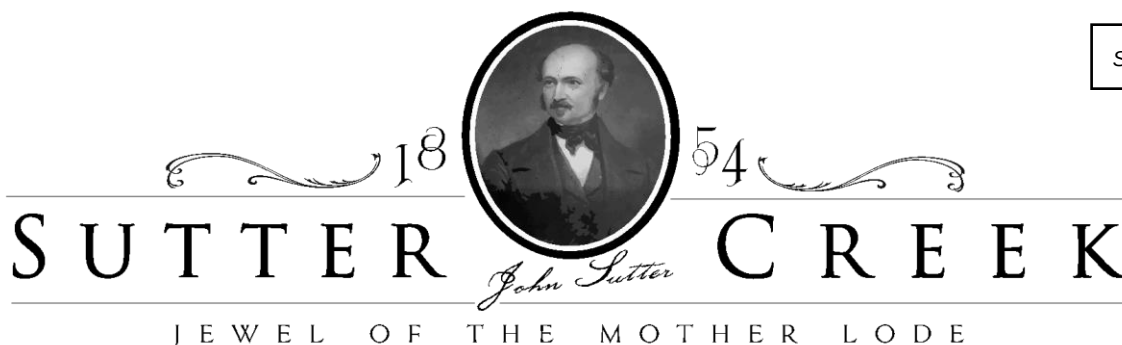
Account	Name	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
080-610-42710	Communications-CentralServies	1,500.00	0.00	0.00	0.00	1,500.00	100.00%
080-610-42755	RiskManagement-CentralServies	138,425.00	88,449.00	0.00	88,449.00	49,976.00	36.10%
080-610-42756	Membership/Dues-CentralServies	750.00	0.00	0.00	0.00	750.00	100.00%
080-610-69800	ComputerHardwr-CentralServies	300.00	0.00	0.00	0.00	300.00	100.00%
Expense Totals:		154,145.00	89,222.97	252.52	89,475.49	64,669.51	41.95%
610 - CentralServices Totals:		154,145.00	89,222.97	252.52	89,475.49	64,669.51	41.95%
Department: 613 - CityAttorney							
Expense							
080-613-43350	Legal-CityAttorney	60,000.00	852.50	0.00	852.50	59,147.50	98.58%
Expense Totals:		60,000.00	852.50	0.00	852.50	59,147.50	98.58%
613 - CityAttorney Totals:		60,000.00	852.50	0.00	852.50	59,147.50	98.58%
080 - EffluentDisp. Totals:		1,289,837.00	145,700.58	27,076.35	172,776.93	1,117,060.07	86.60%
Report Total:		11,565,740.00	1,162,655.54	634,668.49	1,797,324.03	9,768,415.97	84.46%

Fund Summary

Fund	Fiscal Budget	Beginning Balance	Total Activity	Ending Balance	Budget Remaining	% Remaining
001 - GeneralFund	3,333,564.00	625,646.43	292,859.03	918,505.46	2,415,058.54	72.45%
003 - Streets/Sidewal	835,529.00	16,691.15	200,537.82	217,228.97	618,300.03	74.00%
004 - CrestviewLgt/D	6,120.00	701.56	612.80	1,314.36	4,805.64	78.52%
010 - SewerM&O	5,725,690.00	369,795.82	109,194.99	478,990.81	5,246,699.19	91.63%
014 - SewerCapRes	0.00	4,120.00	4,387.50	8,507.50	-8,507.50	0.00%
042 - AB1600	20,000.00	0.00	0.00	0.00	20,000.00	100.00%
073 - ParkImpactFee	355,000.00	0.00	0.00	0.00	355,000.00	100.00%
080 - EffluentDisp.	1,289,837.00	145,700.58	27,076.35	172,776.93	1,117,060.07	86.60%
Report Total:	11,565,740.00	1,162,655.54	634,668.49	1,797,324.03	9,768,415.97	84.46%

CLAIM ON CASH

	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
001-000-10001 General Fund - Claim On Cash	\$ 1,474,810.68	\$ (35,915.34)	\$ 1,438,895.34
003-000-10001 Streets - Claim On Cash	\$ (9,193.37)	\$ (185,676.02)	\$ (194,869.39)
004-000-10001 Crestview LD - Claim On Cash	\$ (6,639.04)	\$ (506.80)	\$ (7,145.84)
009-000-10001 HMGP Hazard Mitigation - Claim On Cash	\$ 1,295.09	\$ -	\$ 1,295.09
010-000-10001 Sewer Operating - Claim On Cash	\$ 3,417,336.70	\$ 205,419.75	\$ 3,622,756.45
011-000-10001 Sewer WWTP Capital Reserve - Claim On Cash	\$ 296,082.92	\$ 6,250.00	\$ 302,332.92
012-000-10001 Sewer Collections Capital Reserve - Claim On Cash	\$ 645,632.39	\$ -	\$ 645,632.39
014-000-10001 Sewer Capital Reserve - Claim On Cash	\$ 1,115,675.33	\$ (4,387.50)	\$ 1,111,287.83
015-000-10001 Sewer Debt Service - Claim On Cash	\$ 0.01	\$ -	\$ 0.01
017-000-10001 Monteverde Store - Claim On Cash	\$ 507.78	\$ -	\$ 507.78
019-000-10001 Knights Foundry - Claim On Cash	\$ 3,049.46	\$ -	\$ 3,049.46
023-000-10001 General Fixed Assets - Claim On Cash	\$ (563,168.00)	\$ -	\$ (563,168.00)
024-000-10001 Long Term Debt - Claim On Cash	\$ (2,000.00)	\$ -	\$ (2,000.00)
026-000-10001 COSC Com Fac - Claim On Cash	\$ 1,013.60	\$ -	\$ 1,013.60
028-000-10001 Public Safety Wellness Grant - Claim On Cash	\$ 274.94	\$ -	\$ 274.94
029-000-10001 Swimming Pool - Claim On Cash	\$ (3,102.01)	\$ -	\$ (3,102.01)
030-000-10001 TM - Crest/Gopher - Claim On Cash	\$ (77,709.52)	\$ -	\$ (77,709.52)
031-000-10001 TM - Sutter Hill - Claim on Cash	\$ 86,525.90	\$ -	\$ 86,525.90
032-000-10001 TM - Crestview - Claim On Cash	\$ (21,917.55)	\$ -	\$ (21,917.55)
033-000-10001 TM - Sutter Lone - Claim On Cash	\$ (38,262.17)	\$ -	\$ (38,262.17)
034-000-10001 TM - Hwy 49/Bypass - Claim On Cash	\$ 64,557.01	\$ -	\$ 64,557.01
035-000-10001 General Traffic Mitigation - Claim On Cash	\$ 285,067.55	\$ -	\$ 285,067.55
036-000-10001 Regional Traffic Mitigation - Claim On Cash	\$ 17,400.97	\$ -	\$ 17,400.97
037-000-10001 Parking in Lieu - Claim On Cash	\$ 69,464.87	\$ -	\$ 69,464.87
038-000-10001 Fire Service - Claim On Cash	\$ 46,150.60	\$ -	\$ 46,150.60
039-000-10001 General Fund Operating Reserve - Claim On Cash	\$ 395,970.50	\$ -	\$ 395,970.50
042-000-10001 AB1600 Impact Fees - Claim On Cash	\$ 189,987.72	\$ -	\$ 189,987.72
047-000-10001 Grants - Claim On Cash	\$ 57,746.78	\$ -	\$ 57,746.78
048-000-10001 COVID-19 - Claim On Cash	\$ 1,276.60	\$ -	\$ 1,276.60
050-000-10001 COPS Fast Prog - Claim On Cash	\$ 2,815.78	\$ -	\$ 2,815.78
055-000-10001 SC Bridge Replacement - Claim On Cash	\$ (253,806.00)	\$ -	\$ (253,806.00)
057-000-10001 CA HOME Grant - Claim On Cash	\$ 196,300.12	\$ -	\$ 196,300.12
059-000-10001 Building Facilities - Claim On Cash	\$ 9,586.80	\$ -	\$ 9,586.80
060-000-10001 Bypass Mitigation - Claim On Cash	\$ 93.79	\$ -	\$ 93.79
073-000-10001 Park Impact Fees - Claim On Cash	\$ 229,242.60	\$ -	\$ 229,242.60
080-000-10001 Effluent Disposal/ARSA - Claim On Cash	\$ (1,453,343.30)	\$ (26,063.85)	\$ (1,479,407.15)
081-000-10001 Visitor Center - Claim On Cash	\$ (0.13)	\$ -	\$ (0.13)
086-000-10001 General Fund Capital Reserve - Claim On Cash	\$ 76,699.91	\$ -	\$ 76,699.91
087-000-10001 Refuse - Claim On Cash	\$ 3,569.14	\$ -	\$ 3,569.14
088-000-10001 City Council - Claim On Cash	\$ 20,714.96	\$ -	\$ 20,714.96
089-000-10001 Capital Improvement Plan - Claim On Cash	\$ 87,471.20	\$ -	\$ 87,471.20
091-000-10001 Road Capital Improvement Plan - Claim On Cash	\$ (483,270.11)	\$ -	\$ (483,270.11)
092-000-10001 Pension & Insurance Reserve - Claim On Cash	\$ 145,136.46	\$ -	\$ 145,136.46
093-000-10001 Vehicle Capital Reserve - Claim On Cash	\$ 18,703.16	\$ -	\$ 18,703.16
094-000-10001 Vacation Cashout Reserve - Claim On Cash	\$ 52,802.66	\$ -	\$ 52,802.66
095-000-10001 General Operating Reserve - Claim On Cash	\$ 256,545.73	\$ -	\$ 256,545.73
096-000-10001 General Capital Reserve - Claim On Cash	\$ 52,862.87	\$ -	\$ 52,862.87



STAFF REPORT

TO: THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

MEETING DATE: September 14, 2026

FROM: TAYLERED MARKETING

SUBJECT: AUGUST 2026 SOCIAL MEDIA DATA ANALYSIS

City of Sutter Creek

Social Media Analytics Executive Summary

August 1–21, 2026

Executive Summary

From August 1–21, 2026, the City of Sutter Creek’s social media channels demonstrated strong visibility, audience growth, and engagement across both Instagram and Facebook.

During the reporting period, City content generated a combined **55,064 views**, **1,027 content interactions**, and **102 new followers** across the two platforms.

Performance data indicates that the City’s strongest content continues to fall within three key categories: **direct City communication, community and destination storytelling, and timely public information**. In particular, content featuring the City Manager, local lifestyle messaging, community events, and important City updates generated some of the highest levels of visibility.

The results also demonstrate the City’s ability to reach beyond its established follower base. On Instagram, more than half of all views came from individuals who were not already following the account, suggesting that content is increasingly being discovered by new audiences.

Instagram Performance

Between August 1 and August 31, the City of Sutter Creek Instagram account generated:

2 | [Type text]

- **16,564 total views**
- **454 content interactions**
- **21 new followers**
- **85 profile visits**
- **56.5% of views from non-followers**
- **45.8% of interactions from non-followers**

The percentage of non-follower views is particularly significant. With **56.5% of Instagram views coming from people outside the existing follower community**, City content is reaching new audiences and creating opportunities for increased awareness of Sutter Creek, City initiatives, events, businesses, and community life.

Nearly half of all Instagram interactions—**45.8%**—**also came from non-followers**, indicating that new audiences are not simply seeing City content but are actively engaging with it.

Content Format Performance

Reels generated the largest share of Instagram views, followed by traditional feed posts and then Stories.

This reinforces the importance of short-form video as a discovery tool. Reels provide an opportunity to introduce Sutter Creek to audiences who may not yet follow the City while showcasing community personality, destinations, events, and municipal information in an accessible format.

Top Instagram Content

The strongest-performing Instagram content included:

1. Sutter Creek Scoop – City Manager Update
22.4K views

The continued success of the Sutter Creek Scoop demonstrates strong public interest in direct communication from City leadership. Presenting municipal information in an approachable, social-first format allows residents and community members to remain informed while creating greater visibility for City operations and updates.

2. “This Is What I Mean When I Say I Want to Go Outside” Reel
9.4K views

This lifestyle-focused Reel demonstrates the value of destination storytelling. Content that captures the feeling, scenery, and experience of Sutter Creek provides an opportunity to reach residents as well as prospective visitors.

3. “Did You Know…” – Sutter Creek Inns
8.9K views

Content highlighting the hallmark qualities of Sutter Creek’s inns also performed strongly. This suggests continued audience interest in discovering the businesses, accommodations, history, and experiences that distinguish Sutter Creek as a destination.

Facebook Performance

During the same August 1–31 reporting period, Facebook generated:

- **38.5K views**
- **573 content interactions**
- **81 new followers**

Facebook remains an important communication channel for the City, generating significant visibility and substantially more new followers during this reporting period.

Top Facebook Content

1. Sutter Creek Scoop – City Manager Report **11.1K views**

The City Manager update was also the strongest-performing content on Facebook, further supporting the value of recurring, recognizable communication directly from City leadership.

2. Traffic Advisory Announcement **7.1K views**

The performance of the traffic advisory demonstrates Facebook’s importance as a channel for immediate and practical community information. Posts that directly affect residents’ daily routines can generate substantial reach and reinforce the City’s social platforms as a reliable source for local updates.

3. Ragtime Festival Recap Content **3.8K views**

The Ragtime Festival recap illustrates continued interest in community events and local culture. Event recap content extends the life of an event beyond the event date while showcasing the vibrancy and character of Sutter Creek.

Key Performance Insights

Direct City Communication Is Resonating

The **Sutter Creek Scoop featuring the City Manager was the leading content on both Instagram and Facebook** during the reporting period.

This indicates that residents and followers value accessible, direct communication regarding City activity, projects, decisions, and community updates.

Continuing the Sutter Creek Scoop as a recognizable recurring content series can help strengthen transparency, familiarity, and community connection.

Instagram Is Reaching New Audiences

With **56.5% of Instagram views coming from non-followers**, the platform is functioning not only as a communication channel for current residents and followers but also as a discovery platform for Sutter Creek.

Destination-driven Reels, business features, community stories, and visually engaging content should remain an important part of the strategy to continue expanding awareness.

Reels Continue to Support Discovery

Reels represented the largest source of Instagram views during the reporting period.

The performance of lifestyle-oriented content such as “**This Is What I Mean When I Say I Want to Go Outside**” demonstrates that audiences respond to content that communicates what it feels like to experience Sutter Creek rather than solely presenting information about it.

Public-Service Content Remains Essential

The strong performance of the **Traffic Advisory**, along with the City Manager updates, demonstrates that practical municipal communication remains a core reason audiences engage with City platforms.

Maintaining a balance between public information and community storytelling allows the City’s social presence to serve both residents and visitors.

Community and Tourism Storytelling Adds Value

Strong engagement with content featuring local inns, community events, and the character of Sutter Creek demonstrates an opportunity to continue positioning the City’s channels as both a municipal information resource and a platform for community and destination awareness.

Strategic Recommendations

Based on performance from August 1–31, future content should continue to prioritize:

1. **Recurring City Manager communications**, including the Sutter Creek Scoop, to provide consistent and approachable City updates.
2. **Short-form Reel content** designed to showcase the experience, atmosphere, businesses, history, and personality of Sutter Creek.
3. **Timely public-information posts**, including road updates, closures, City notices, meetings, projects, and other information that directly impacts residents.
4. **Community and event storytelling**, including both promotional and recap content that highlights the activity taking place throughout Sutter Creek.
5. **Local business, lodging, and destination features** that communicate what makes Sutter Creek distinctive while supporting broader tourism and economic-development messaging.
6. **Content designed for non-followers**, particularly through Reels and shareable community-focused posts, to continue expanding the City’s reach beyond its current audience.

Overall Assessment

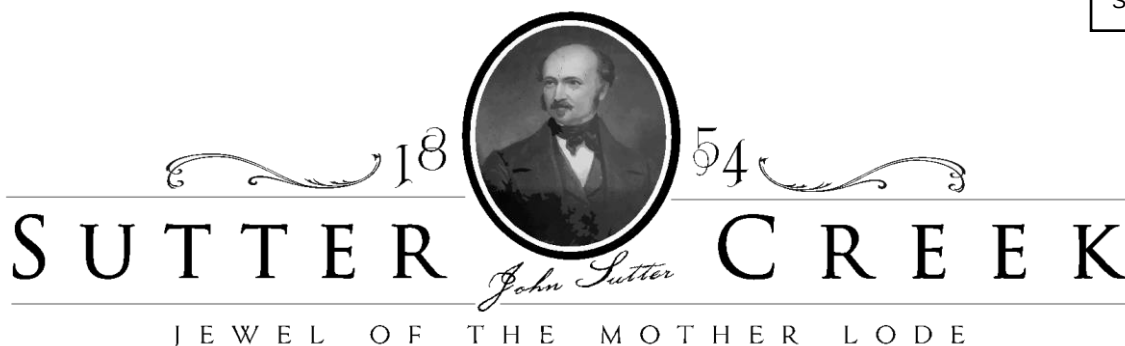
Performance from August 1–21 demonstrates continued momentum across the City of Sutter Creek’s social media presence.

The strongest results are being generated through a balanced communications strategy that combines **municipal transparency, timely public information, community storytelling, and destination marketing**.

Most notably, the success of the City Manager series across both platforms establishes a strong opportunity for continued direct communication between City leadership and the community. At the same time, the high percentage of non-follower reach on Instagram indicates that Sutter Creek's social media presence is successfully introducing the community to audiences beyond its existing digital network.

Section 12, Item F.

Moving forward, maintaining this balance will allow the City's social platforms to continue serving as both an effective source of community information and a compelling digital representation of Sutter Creek.



TO: TOM DUBOIS, CITY MANAGER

MEETING DATE: September 21, 2026

FROM: ERIN VENTURA, CONTRACT PLANNER

SUBJECT PLANNING DEPARTMENT REPORT FOR AUGUST 2026

Executive Summary

Planning Commission-

- 460 Highway 49- Sign Permit- Approved

Design Review Committee-

- 130 Spanish Street approved by DRC.

Detailed Summary

Additional Projects:

- Staff is working on revising the ADU ordinance incompliance with State Law. Draft has been under review with the HCD since Jan. A reminder email was sent to HCD asking for a progress update.
- Sutter Creek Ranch: The City is working with the applicant on outstanding issues. CEQA review is underway. Staff is completing a consistency. The consistency review will ensure that all mitigation measures, applicable to Phase 1A, are met in the proposed project.
- Tree Preservation Ordinance: staff has been working on drafting an ordinance for Planning Commission discussion.
- STR Ordinance: The Planning Commission is still reviewing the draft ordinance.
- Danco: Building permits will be issued in June.
- Bryson Court: Construction has began

- Panner Creek: Environmental Review documents have been submitted to the City for review.

City of Sutter Creek						
City Treasurer's Report						
August 2026						
Receipts & Disbursements Report						
City's Checking Account						
Receipts						
	Deposits		\$ 452,098			
	Reversal of Bank Charges		-			
	Total			\$ 452,098		
Disbursements						
	Accounts Payable		\$ 538,493			
	Payroll & Benefits		132,782			
	Bank Charges		115			
	Total			\$ 671,390		
Net Amount of Investment Transfers				\$ -		
Recap of City Treasury						
Investments on Hand August 31, 2026					MARKET OR Withdrawal Value	Rate of Return
	Bank of Marin Checking				\$ 1,018,304	0.01%
	Bank of Marin Money Market				\$ 1,017,934	3.87%
	Bank of Marin Money Market #2				\$ 2,083,713	3.87%
*	California State Treasurer's LAIF				\$ 1,827,852	3.92%
	Total				\$ 5,947,803	
	Total this month last year				\$ 4,994,184	
*	LAIF 1	\$ 67,209				
	LAIF 2	\$ 1,760,643				
The investment information provided in this report reflects the City's ability to meet						
expenditure requirements for the next six months. The investment portfolio is in compliance						
with the City's investment policy.			Victoria Runquist		09/11/26	

City of Sutter Creek						
City Treasurer's Report						
July 2026						
Receipts & Disbursements Report						
City's Checking Account						
Receipts						
	Deposits		\$ 805,104			
	Reversal of Bank Charges		-			
	Total			\$ 805,104		
Disbursements						
	Accounts Payable		\$ 572,956			
	Payroll & Benefits		152,426			
	Bank Charges		59			
	Total			\$ 725,441		
Net Amount of Investment Transfers				\$ 1,000,000		
Recap of City Treasury						
Investments on Hand July 31, 2026						
					Market or Withdrawal Value	Rate of Return
	Bank of Marin Checking				\$ 1,080,512	0.01%
	Bank of Marin Money Market				\$ 1,014,655	3.87%
	Bank of Marin Money Market #2				\$ 2,076,999	3.87%
*	California State Treasurer's LAIF				\$ 1,827,852	3.92%
	Total				\$ 6,000,018	
	Total this month last year				\$ 5,311,192	
*	LAIF 1	\$ 67,209				
	LAIF 2	\$ 1,760,643				
The investment information provided in this report reflects the City's ability to meet						
expenditure requirements for the next six months. The investment portfolio is in compliance						
with the City's investment policy.			Victoria Runquist		09/11/26	