

City of West Branch Application for Marihuana Facilities License

(CITY OF WEST BRANCH ORDINANCE 22-02)

New			
Renewal (shall be filed at least	t 90 days prior to the d	late of license expir	ration)
Amendment			
Transfer of Fully Licensed Ex	isting Establishment		
Applicant Contact Information			
RICHARD CARL	WING		WNER
(First, Middle, Last Name of Contact	t for this Application)	(Ti	tle)
RWING ID HOTM	ALLICOM	614-6	00-0723
(Email address)			one)
1785 W DoyLE 7	Ball Rosena	nmal MI	48153
(Mailing address)	(City)		ate/Zip)
Description of the individual's role in	this application:		
RICHARD WING IS ?		wa of	
WEST BRANCH PRODUC			
ALSO A CO-OWNER			
AND IT R GROWE	_		
			/

Check only one –	a separate peri	nit application	n must be comp	leted for eac	ch permit type.	
Medical M	arihuana Provi	sioning Center	•			
Adult Use	Marihuana Ret	ailer				
Grower	Class A	Class B	Class C		# of grower	licenses
Processor						
Secure Tra	nsporter					
Safety Con	npliance Facilit	y				
Facility Location	l					
WEST BRA	NCH PROU	ISIDAIN	Center	LLC	DBA T	He BARN
(Business Name)		<u></u>				
5/8 E (Physical Addres	HougHT	N AUE	West	Brane	H MI	48661
(Physical Addres	s)	((City)		(State/Zip)	
614-600 (Phone)	-0723		R	wine	5 IAD HOT,	MAIL. CON
(Phone)		(Fax)			(Email)	
Facility/License	Owner	ρ.,	Wash S l	31,46		
West	Owner Bronch	PARTIE	SIDNING	Centra	P LLC.	
(Facility/License		10000				
	10290	7				
(Federal Tax Idea						
SIQ' F	House	7041 DI	1E 1.01	et Bas	as U Aa	I 48661
(Physical Address		((City)	<u> </u>	(State/Zip)	<u> </u>
614-600	. 0723		R	Wing	IRS HOT	mail. Com
(Phone)		(Fax)			(Email)	MAIL. COM
Self – Individua	al Owner	Пс	orporation*			
— ⊠LLC*			artnership*			
*For anything oth	er than "Self,"	attached a sep	arate sheet listi	ng all infor	nation for dire	ctors,
officers, members				-		
						Page 2 of 9
RICHARD	، ليا ح	ng				9

Type of Permit Requested

1 4
WIN6
(State/Zip)
(T. 11)
(Email)
⋈ No
or all other facility or business managers.
2126
3126
(State/Zip)
(Email)
· · ·
any true party of interest as defined by
Please duplicate this as needed (pages 3-4).
(State/Zip)
(Email)
,
rears (indicate timeframe you resided at
1.5 1 - 1
cannon MI 48651
cannon MI 48651
cannon MI 48651

Description of individual's role in this application:		
Filled out CompleTely By RicHard	- WINE	<u>,</u>
Filled out CompleTeLy By RicHard OWNER /MANAGER		
Have you had building/code violations or delinquent taxes/utility bills?	Yes 💢 N	o
		-
Have you ever violated, been accused by a municipality of violating, o violating an ordinance similar to the city's ordinances regulating marily If yes, provide detailed information here:		
Have you ever applied for or been granted any commercial license or of governmental agency concerning marihuana that has been denied, restror not renewed?		
If yes, please attach a statement describing the facts and circumstances application, denial, restriction, revocation, or nonrenewal, including the date each action was taken and the reason for each action.		
Do you have any interest in any other application for a permit or approordinances?	ved permit und	der City's
If yes, provide relevant information here:	Yes	No

Do you have any interest in any other marihuana facility in Michigan?			
If yes, provide relevant information here: _ HOUGHTON LAKE PROVISIONING CENTER MANAGING PARTIER 5 AND & GROWEN'S MANAGING PARTIER 2 5			
_ HOUGHTON LAKE PROVISIONING CENTER MANAGING PARTIMEN			
JAND & GROWER'S MANAGING PARTNER			
3.5yns			
Indicate any businesses you have owned, your occupation, and employer for the 5 years including and immediately preceding this application: (attach additional pages if necessary) Houghton Lake PC L.C. Sand R Grower's LLC.			
Attachments			
Please attach the following and clearly label each required attachment.			
Attachment A: Application fee and ID. Submit \$1,500 for all new and renewal applications. Please make check payable to "City of West Branch." Present a suitable form of identification along with the fee. Attachment B: Ownership or Authorization to use Property. Proof of ownership or authorization to use the property for a marihuana facility. If the applicant is not the owner of the proposed licensed premises:			
1. A notarized statement from the owner of such property authorizing the use of the property for a marihuana facility, if the applicant is not the owner of the proposed licensed premises			
2. A copy of any deed reflecting the applicant's ownership of, or lease reflecting the right of the applicant to possess, or an option reflecting the applicant's right to purchase or lease, the proposed licensed premises.			
Please note that the City of West Branch Zoning Ordinance requires marihuana facilities and establishments to be a distance of at least 300 feet to any building used for education, child care, or addiction treatment purposes or a park. This measurement shall be the distance from any building in which the facility or establishment is operating and an eligible building on another lot or to the lot line of a park.			
Attachment C: Prequalification. Proof of prequalification by the State of Michigan for a marihuana facility state license including a copy of the application form submitted to LARA for prequalification (attachments are not required).			

Attachments D, E, F, and G are for Provisioning Centers/Retailers only. All other facilities should proceed to attachment H.

Attachment D: Qualifications of Applicant. Please include the following:

- 1. Detailed description of the applicant's experience with owning (51% or more), operating, and/or managing a business with inventory tracking and control with a minimum of one year of experience.
- Detailed description of the applicant's experience with owning (51% or more), operating, and/or managing a business in a highly regulated industry (minimum of 1 year). Highly regulated means subject to regulations by LARA or a similarly regulated agency (state or federal).

Attachment E: Business Plan. Please include the following

- 1. Detailed description of estimated capital investment defined as a fixed asset which is purchased for long-term use and not likely to be converted quickly into cash such as land, buildings, and equipment).
- 2. Business plan with daily operations schedule.
- ∑ 3. Proposed staffing plan, complete with descriptions of job duties, proposed wages, and employee qualifications/hiring criteria
 ✓
- 4. Documented employee policy book and code of ethics to ensure honesty and integrity of employees.
- 5. Sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not been subject to any civil monetary judgements entered against it in the last 7 years, excluding family law matters or estate disputes.
- 6. Sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not filed bankruptcy within the last 7 years.

Attachment F: Security Plan. Please include the following

- Detailed description of plan to deter and prevent unauthorized entrance into the facility.
 ✓

	[X] 3.	Plan shall include a security system that alerts owner of possible tampering with facility/contents.
	X 4.	Detailed description of plan for secure storage of marihuana and proceeds.
	⋈ 5.	Detailed description of plan for record keeping and inventory management.
	⊠ 6.	Provide copies of material safety data sheets for hazardous materials and the plan for storage and disposal (or a sworn attestation that no hazardous materials will be on the premises at any time).
X	Attach	ment G: Economic Impact. Please include the following:
	X 1.	Description of employee hourly wages which shall be at least 200% of the Federal Poverty Level for a family of two, at its hourly basis for all employees.
	X 2.	Description of employee benefit package.
	Attach	nment H: Plans for Planning Commission Review. Please include the following:
	□1.	 Site Plan (for Special Land Use approval by the Planning Commission). Site plan shall contain all items listed in Section 5.5 (Site Plan Data Required) and Section 6.2 (Special Use Applications) from City of West Branch Zoning Ordinance in addition to the following: Site Plan should show public, private, and secured areas. For growers, the site plan must also show secured areas and any type of outdoor storage.
	□ 2.	Other Plans:
		b. Processors shall provide the following (if applicable): (1) A detailed description of products to be produced including (2) Plant Waste Disposal Plan

- (3) Wastewater Plan
- (4) Mechanical Plan
- c. <u>Provisioning Centers/Marihuana Retailers</u> shall provide the following (if applicable):
 - (1) Description of products and services to be provided
 - (2) Plant Waste Disposal Plan.

I, the undersigned, have the authority to sign this application on behalf of west Brown free (the Facility or Company"). I have read all of the above answers, including all sheets and information provided in connection with this application and they are true and correct. The Facility agrees to comply with all terms and conditions of a permit as it may be issued. Finally, I understand that the Facility has a continuing duty to provide the City of West Branch with current information and will notify the City Clerk in writing of any changes to the Facility's mailing address, phone numbers, electronic mail address or other contact information as well as changes to any other information the applicant has provided to the City as part of the permit application within ten (10) days of any such change occurring. I acknowledge that the City of West Branch may be required from time to time to release records in its possession. The applicant hereby gives permission to the City of West Branch to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Signature: Dellehy	Date: 11-30-22
Printed Name: Richard C Win 6	Title: ower
Business: WEST BRAVEH PROVISIONING	Center LLC.
Submit application to:	

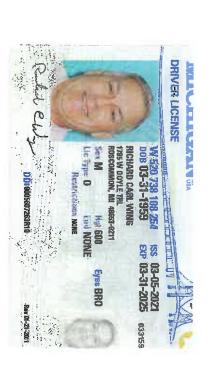
Submit application to:

West Branch City Clerk 121 N. Fourth St. West Branch, MI 48661

Phone: (989) 345-0500 Fax: (989) 345-4390 clerk@westbranch.com

False information included on this application shall be a basis for the City of West Branch to deny the application.

Check	list for Application
1.	Signed application form
2 .	Attachment A (Application Fee and Identification)
☒ 3.	Attachment B (Ownership or Authorization to use Property)
4 .	Attachment C (Prequalification)
X 5.	$\textbf{Attachment D} \ (\textbf{Qualifications of Applicant}) - \textbf{RETAILERS/PROVISIONING CENTERS ONLY}$
X 6.	Attachment E (Business Plan) – RETAILERS/PROVISIONING CENTERS ONLY
X 7.	Attachment F (Security Plan) – RETAILERS/PROVISIONING CENTERS ONLY
□ 8.	Attachment G (Economic Impact) – RETAILERS/PROVISIONING CENTERS ONLY
<u> </u>	Attachment H (Plans)
After a	list for License pplication has been approved, the following shall be submitted to the City Clerk prior to the e of a Marihuana Facilities License:
<u> </u>	Licensing Fee. A licensing fee of \$5,000 shall be paid. Applicant will be credited \$1,500 which was paid at the time of application, so final payment is equal to \$3,500.
2.	Proof of Insurance . A licensee shall at all times maintain full force and effect for duration of the license, workers compensation as required by State law, and general liability insurance with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit issued from a company licensed to do business in Michigan having an AM Best rating of at least A The policy shall name the City of West Branch and its officials and employees as additional insureds to the limits required by this Section. A licensee or its insurance broker shall notify the city of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the City Clerk within five (5) business days in the event of expiration or cancellation of coverage.
□ 3.	Certificate of Occupancy. A Certificate of Occupancy issued by the Ogemaw County Building Department.
4.	State License. A copy of Marihuana licensed issue issued by the State of Michigan Department of Licensing and Regulatory Affairs.
<u></u>	Other. Any other information that the City Clerk, law enforcement, Fire Chief, Public Works Supervisor, Zoning Administrator, City Manager, and/or City Attorney or their designees reasonably determines to be necessary in connection with the investigation and review of the application.



Attachment B

Re: Information needed

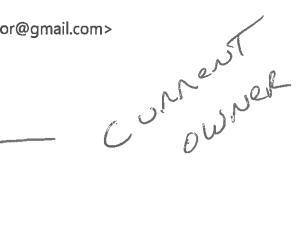
Yvonne DeRoso < yvonnederosorealtor@gmail.com>

Fri 12/2/2022 1:30 PM

To: Richard Wing <rwing1@hotmail.com>

Robert Hobohm 2214 Eastman Avenue Midland MI 48640

989-631-8508



A. Yvonne DeRoso, Associate Broker Morris-Richardson Real Estate 3148 W M-55 West Branch MI 48661 Direct 989-387-8887 YvonneDeRosoRealtor@gmail.com

On Fri, Dec 2, 2022 at 12:49 PM Yvonne DeRoso < yvonnederosorealtor@gmail.com> wrote: Will get to you when I get back to the office...

Sent from my iPhone

On Dec 2, 2022, at 12:38 PM, Richard Wing < rwing1@hotmail.com> wrote:

Evon, I am working on filling out the Site Plan Requirements, I need Owner's name, address and phone number please.

Thanks in advance.

Rick

December 5, 2022

RE: Special Use Permit

518 East Houghton Avenue West Branch MI 48661 Tax ID #65-052-629-002-00

I, Robert Hobohm, owner of 518 East Houghton Avenue, West Branch Michigan, hereby give permission for Rick Wing to apply for a Special Use Permit thru the City of West Branch for the above mentioned property.

Filest Asbahm

Robert Hobohm

		Sales Contract
_	Offer Date: Nov	mber 30, 2022
	Time:	
		ORRIS-RICHARDSON REAL ESTATE, INC (LICENSE #6505269320)
	Selling REACTO	
		wine DeRaso
	Agent License #:	6506041823
	Listing Office: M	DRRIS-RICHARDSON REAL ESTATE, INC (LICENSE #6505269320) ©: Yvonne DeRoso
	Agent Liceuse #:	USACA (643
	1 KOM LICANSO FA	13.00.01.00.0
1	. PROPERTY	ESCRIPTION Buyer agrees to buy from Seller the property located at: 518 E Houghton Avenue
	West Br	nch County, Michigan, and legally described
	as: as attach	ad
)×	
	The search and a	
	Parcel or Tax	D Number: 40.000 2000 65-052-629-002-00
	The accounts to	ludes all buildings; all fixtures; all gas, oil and mineral rights owned by Seller, built-in appliances; lighting
	fixtures: plumb	ng fixtures; water softener (unless rented); heating fixtures; electrical fixtures; radio and television antennas and
	any mechanical	controls; shades; awnings; shutters; window blinds; curtain and drapery rods; attached floor coverings; attached
	fireplace doors	nd screens; garage door opener and controls; screens, storm windows and doors; landscaping, fences, and
	mailboxes, if an	and as is
	but does not inc	ade: Inventory and personal property of the renter
- 27	(The property is	purchased subject to zoning ordinances and to use restrictions and casements of record.)
Ž,	SALES PRICE	The sales price is \$ 180;000
1.	METHOD OF	AYMENT All monies must be paid by cash, certified check, cashiers check, or money order. The sale will be
		following method.
	(C) YOUR MOR	ver will pay the sales price in cash upon Seller's delivery of a warranty deed conveying marketable title. TGAGE: This agreement is contingent on the Buyer's ability to obtain a(n)mortgage loan in
	the annual	S. Buyer will apply for the loan within days after Seller's acceptance. If Buyer fails
	to deliver to	Seller evidence of the loan approval before
	will be com	leted upon Seller's delivery of a warranty deed conveying marketable title.
	(SELLER (ONTRIBUTIONS: Seller shall pay up to towards Buyer's closing costs.
	escrows, pre	paids and/or loan discount points or down payment.
	(LAND CO	TRACT: Buyer will pay \$ down payment upon Buyer and Seller signing a land contract,
		thich the Buyer will pay monthly installments (principal and interest) of \$ or more, including annual
	interest of	
	Buyer will p	y the entire balance, which may require a lump-sum payment, withinyears after closing. E ASSUMPTION OR LAND CONTRACT ASSIGNMENT: If the holder of the mortgage or land contract
		will assume and pay the existing mortgage or land contract according to its terms. Buyer will pay the
	difference be	tween the sales price and the existing balance of approximately \$ upon Seller's delivery of a wantanty
	deed or a lan	contract assignment. Buyer will reimburse Seller at closing for any funds held in escrow.
4		NCE Soller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard
"	exceptions in the	mount of the sales price. Seller will apply for a commitment for title insurance within 7 days after the Buyer
		er contingencies contained in this agreement. Upon receipt of the commitment, Buyer shall have 7 days to
		with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the
	claimed defects.	f Seller is unable to remedy the defects within 30 days, this agreement shall terminate, and any deposit shall be
	refunded to the B	
		provide to Buyer, at Seller's expense, an owner's policy of title insurance. It shall be an EAGLE PROTECTION
		by First American Title Insurance Company, or a policy of comparable coverage. Policy to be provided in the
	amount of the sale	
		olicy of title insurance with standard exceptions, in the amount of the sales price, shall be provided to the
	buyer, at seller's	
		VYESTIGATION All matters related to but not limited to zoning, soil borings, matters of survey, use permits, ghts of way, etc., are the sole responsibility of Buyer unless specified in other provisions of this agreement, or
	on an attached add	

Page 1 of 5

Initials ______ Initials _____ Rev: 05/06/2018 Initial of the

M2 (44)	B11 - B	N/A	n/a	N/A
				_
	Bidg Sq Ft N/A	Lot Sq Pt 8,900	Yr Built N/A	Type COML LOT
. 100 -	Nego inii i	m + 1 + 1 = 1 1 1 1 1 1 1 1 1	F(11 8 6) - 12 12 16	
owner information				
Owner Name	Hobohm Gustav D		Tax Billing Zip	46661
Tax Billing Address Tax Billing City & State	5172 Dream Dr West Branch, Mi	3	Tax Billing Zip+4	B918
1 dy Dminii Crit & Shya	to get bastirifi in	N 2004[#]		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
LOCATION INFORMATION	Programme of the progra	adadbi 15	The and desiration of the second seco	
School District	West Branch - Ro		Township #	22N
School District Name	West Branch - Ro	e o ny v	Section	29
Census Tract	9505.00		Range	02Ē
Census Block	00	1 4	Flood Zone Coda	N
Clty/Village/Township	City Of West Branc	,	Flood Zone Panel	NONE
Township Range Sect	22N-2E-29			2
TAX INFORMATION				- 53
Parcel (D	05262900200		Summer Tax Year	2021
Property IO	052-629-002-00	- 10	Summer Tax	\$6,630
Property ID	05262900200	H H T 1 H 1 H 1	Winter Tax Year	2021
Assessment Year	2021	and the second second	Winter Tax	\$2,899
Total Assessed Value	5182,100		Prior Summer Tax Year	2020
State Equalized Value	\$182,100		Prior Year Summer Tax	\$6,560
Capped Value	\$166,336		Prior Winter Tax Year	2020 \$3,022
Total Texable Value: Tex Year	\$165,936	2.4	Prior Year Winter Tax Prior Year Tax Amount	
Annual Tex :	2021 \$9,529	,	-LIOL 16St. 13x Williamir	\$9,582
Legal Description	NW COR OF SEC TO 448.54 FT TO POR TO 'E 140.02 FT TO NOR 54 FT TH N 88 DEG 4 FT TH N 07 DEG 15:25 'V 02 DEG 15:35 'E 8.9 G 45:25 'W TO W SE DEG 45: E 004 SEC L	15 0 Deg 45 L H N 88 Deg 25 H N 88 Deg 25 Deg 45 W 50, 4/28* W 57,85 SS* W 49,76 T V 17,3 FT TH S FT TH N 88 DE C LINE TH SO JUNE TO POB	γV	
ASSESSMENT & TAX	public by a solitable to an	(g = 0-10-107 tr + ph		
Assessment Year	2021	2020		2019
State Equalized Value	\$182,100	*** 100 0000000000000000000000000000000		
VOV Assessed Charuta (%)	-0.11%	-3.19%	P	
YOY Assassed Change (\$)	~\$290	-\$6,00		M. N.
Market Value - Total	\$384,200	\$364,6	500	\$376,600
State Equalized Value	\$182,100	\$182,3	00	\$188,300
Tax Year 2019	Total Tax \$9,221	Change	e (5)	Change (%)
2020	\$9,582	\$361	14.25	3,82%
2021	\$9,529	-554	2000	-0.56%
		•• <u>@</u>	2 = 5	
Period Tax Y	fear Tax Am	opunt Change	(\$) Change (?	Administrative Fee
Winter 2020	\$3,022			
Summer 2020	\$6,560	1457	99 . 3 3	
olal 2020	\$9,582			755 97 19
Winter : 2021	\$2,R99	-\$124	-4.09%	# 14 W W
Jummer 2021	\$6,530	\$70	1.06%	F SEC SERVER VI
Total 2021	\$9,529	~\$54	-0.56%	
		Ad Valo	têm Tax	

	,	*
,	Dischistrates/	INSURANCE Seller shall be responsible for fire and extended coverage insurance on the property until sale is
	closed.	
7.	CLOSING C	OSTS Unless otherwise provided in this agreement, it is agreed that Seller shall pay all state and county transfer sequired to convey clear title. Unless otherwise provided in this agreement, Buyer shall pay the cost of recording
	the deed and/o	r security interest and all mortgage closing costs required by lender for the Buyer. When the sale is either Cash.
	Land Confess	of or Purchase Money Mortgage the closing fee charged by the closing agent shall be divided equally (50/50)
	between the B	inver and Seller. When the sale is smanced with a lending institution, the closing fee charged by the closing
	agent shall be	paid in full by the Buyer.
8.		ASSESSMENTS Seller will pay all prior years' real estate taxes and assessments. The current year's real estate taxes s will be paid as follows:
		RATION Selier will pay the taxes and assessments which are due before the date of closing Buyer will pay taxes and
	agressments wh	sich are due on or after the date of closing. "Due" means the date on which a tax or assessment becomes payable.
	() PRORAT	ION With current year raxes and assessments treated as though they are paid () arrears () advance based on a:
	(Edicolon	dar Year: Prorations (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be
	estimated.	if necessary, using the taxable value and the millage rate(s) in effect on the day of closing, broken down to a per diem tax
	payment a	ad prorated to date of closing with the seller paying for January I up to and including the day of closing.
		Year Provation: Fiscal year will be assumed to cover a 12 month period from date billed, and taxes will be provated to
	the date of	islacing. Fiscal year tax levies will be estimated, if necessary, using the taxable value millage rate(s) in effect on the day
	of closing.	broken down to a per diem tax payment and prorated to the date of closing with Seller paying up to and including the day
	of closing.	
	(T)Towas	! lo be prorated in ADVANCE with buyer being charged from closing date through June 30 on the July taxes; and buyer
	being char	ged from closing date through December 31 on the December taxes.
	(□)July ta	kes to be prorated in ADVANCE with buyer being charged from date through June 30; and December taxes to be ARREARS with seller being charged from January 1 to closing date. That portion of the December tax paid prior to
	prorated in	ARREARS with seller being energed from Jacuary 1 to enoung hate. That portion of the speciment has paid prior 32 to be provided in ARREARS, with Seller oredited for prepaid amount.
	July an	d December taxes to be combined and prorated in ARREARS, with seller being charged from lanuary 1, to closing
	date, less Ji	nly and December tax amounts if paid by seller.
	Local Mun	cipalities' Taxes may be based on different due dates and have no effect on Tax Proration agreed upon in this purchase
	agreement.	
		nowledge that they are responsible for all real estate tax bills due after date of closing, Except Seller shall pay any
	additional t	nowledge that they are responsible for all lear countries and the real property prior to closing.
	Buyer is als	o advised that the state equalized value of the property, principal residence exemption information and other real information is available from the appropriate local assessor's office. Buyer should not assume that the buyer's future
	property tai	the property will be the same as the seller's present tax bills. Under Michigan law, real property tax obligations can
	change sign	ificantly when property is transferred.
		based on most current information available
9.	SPECIAL ASS	ESSMENTS: All special assessments for municipal improvements which have become a tien on the property shall be
	waiti ku sha Calla	La martidad katuarar that in the event a sherial assessmant is dayable in maluhingha, vextore and come or medicine,
		aled between Seller and Boyer using the same method for the proration of real estate taxes in paragraph 8 above; or lead to be the provided of the proration of real estate taxes in paragraph 8 above; or lead to be the provided of the provided to the provided taxes in paragraph 8 above; or lead to be the provided to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the provided taxes in paragraph 8 above; or lead to the paragraph 8 above; or lea
:10.	CLOSING DAT	Fig. Buyer and Seller will close the sale withindays after necessary documents are ready, but in no event later than
	1-31-20	<u> </u>
11.	OCCUPANCY	Seller will give occupancy us follows:
My.	Immediate	A A A MINISTER SAY 13-ON MOON From the date of closing to the date of vacantile, action will pay only a volume for the date of closing to the date of vacantile, action will pay only a volume for the date of closing to the date of vacantile, action will pay only a volume for the date of closing to the date of vacantile, action will pay only a volume for the date of closing to the date of vacantile, action will pay only a volume for the date of closing to the date of vacantile, action will pay only a volume for the date of closing to the date of vacantile, action will be a volume for the date of closing to the date of closing to the date of vacantile, action will be a vacantile.
6		
	وأم مم يستم يحدث علامة	for the occupancy charge and then reimburse Seller for any unused days. Seller is liable to Buyer for damage to the curring after closing and before vacating, to the extent not covered by the Buyer's homeowners policy, as well as for any
	property ock	curring after closing and before vacating, to the extent not covered by the buyer's notineowites postor, a war to be a covered claim.
	If tenants occupy	y the property, then:
	(Seller will)	vacate the tenants before closing.
	KEIJ Buyer will	assume responsibility for the tenants.
Na Paris	als QUV Initial	Page 2 of 5 S Contract Date: 11/30/2022 Initial Initials
Rev	06/06/2018	2] COULTED STATE OF THE STATE O
TAL		Page 2 of 5 Contract Date: 11/30/2022 Initial Initials Call

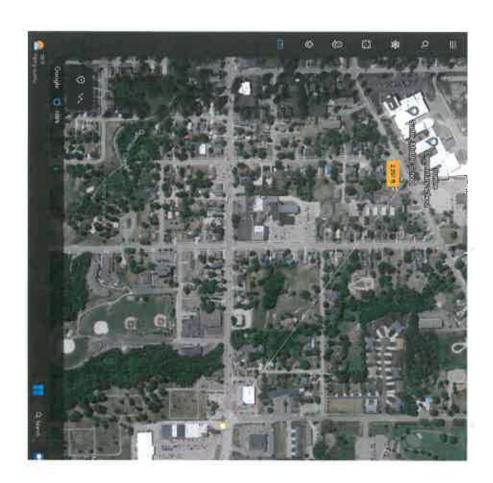
	1	
12	CELTED ON	SCLOSURE N/A Commercial Building
12.		
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14		it after 1978. ON ACT (For unplatted land only.) Sciler and Buyer agree that the following statements shall be included in the deed
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15:	'we described the	TOPPOTION Remer has necessarily inspected the property and accepts it to no in process
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	A Company of the Comp	I and the sent selects by
•	and/or a lie	ensed contractor. Buyer does not desire to obtain an inspection of the property.
16	PRORATED	resed contractor. Buyer does not desire to botant an inspection of the proof of the first tax assessed, and TEMS Rent, Association fees, country or municipality services (water, sewer, trash) if not tax assessed, and TEMS Rent, Association fees, country or municipality services (water, sewer, trash) if not tax assessed, and
•	inerrancel	if assigned), as well as any interest on any existing land comman, more gaps
	the Buyer	will be prorated to date of closing. See #27
	Fuel shall	he prorected as indicated by "X" below: N/A natural gas
	A. ([]) Re	main with property at no charge to buyer.
	B. () Be	Prorated at closing.
	C. (□) Be	Prorated at possession.
		a war wat 1 to contain halang
	(□) At	is selected check one box below) market rate at the time of purchase OR ([]) At current market rate as determined by Fuel supplier. ("escrowee")
17.	DEPOSIT Buy	ver deposits \$ 2000.00 with MRKE within 72 hours will be deposited in the escrower's trust account. In the
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	event this trans	action does not close and the buyer and senter both advantage of the denosit must be raid, or until the
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	Buyer and Selle	or have agreed, in writing, as to the disposition of the exposition of the expositio
	interplend the c	arnest money deposit with the proper court pursuant of Rule 339.2215(0). (IF IT APPLIES) SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY (IF IT APPLIES) SELLER UNDERSTANDS THAT SELLING OR OTHER INDEBTEDNESS TO WHICH THE
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	PROPERTY IS	SUBJECT: UNLESS OTHERWISE ACTORS
	REGULATION	d. Survey defaults, Seller may enforce this agreement, or may demand a refund of the deposit and pursue legal remedies
19.	DEFAULT II E	tuyer defaults, Seller may enforce this agreement or may demand a refund of the deposit and pursue legal remedies after defaults, Buyer may enforce this agreement or may demand a refund of the deposit and pursue legal remedies
	remedies. If Si	mer derauts, buyer may emote the ega-
	(subject to para	
20.	KELEVSE BI	yer and Selier acknowledge that the real estate process and agents had Buyer(s) and Seller(s) release the listing a property covered by this agreement and the marketability of title, and Buyer(s) and Seller(s) release the listing arising
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	out of or related	ing broker, and their respective agents, employees, anothers and representations as a to this Sales Contract, any addendums or counteroffers; all claims arising from any purported representations as a to this Sales Contract, any addendums or counteroffers; all claims arising from any purported by this surgement or the marketability of title; and all claims
	to the physical	I to this Sales Contract, any addendams or counteroners; an chains at sing it on the parties of title; and all claims and environmental condition of the property covered by this agreement or the marketability of title; and all claims
		Page 3 of 5
	المتحارية	S: Contract Date: 11/30/2022 Initials W Initials
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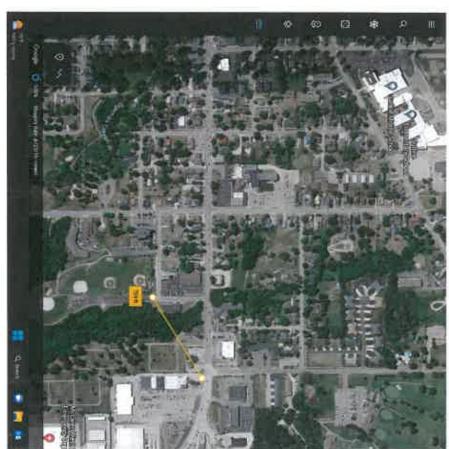
arising from any special assessments and/or utility bills which have been or may in the future be charged against the property covered by this agreement and, in addition, agree to indemnify and hold harmless the listing broker and selling broker from any and all claims related to those matters. 21. LIMITATION Buyer(s) and Seller(s) agree that any and all claims or lawsuits which they may have against the listing broker and its agents and selling broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this agreement. Buyer(s) and Seller(s) waive any statute of limitations to the contrary. 22. MERGER Bayer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents. 23. ARBITRATION Any claim or demand of Seller or Buyer arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan Association of REALTORSO. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600.5001, as amended, and the applicable court rules, MCR 3.602, as amended. This agreement is enforceable as to all parties and brokers/agents who have agreed to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the closing. Selling Broker Listing Broker Initial to agree to arbitrate: Seller Buyer 24. FAX The parties agree that this offer, any counteroffer, acceptance, or notices pertaining to this agreement may be delivered by facsimile. 25. COUNTERPARTS This agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument. 26. BEIRS AND SUCCESSORS This agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this agreement without Seller's prior written permission. 27. OTHER CONDITIONS: Deposit from renters will pass to the buyer at closing Rents to be prorated to date of closing and to be passed to the buyer along with any prepaid rents Seller reserves all oil, ons and other mineral rights Buyer is aware that there is a monthly usage/maintenance to be paid to the owner of the parking lot. which is based on linear front footage of and building @ \$7 per Ln Ft DATIN GENT

> Page 4 of 5 Contract Date: <u>11/30/2022</u>

Initials Otto Initials Rev: 06/06/2018 Initial Initials A

28. RECEIP	T IS ACKNOWLEDGED	BY BUYER of a copy	of this Agreement.	DAG) Wan -	BUYER
	Î		X	in the contract of the contrac		BUYER
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Received	I from above named Buye	r deposit monies in the f	orm of	by		
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29, THE ABC	VE AGREDIENT IS NOT	eoy accepted	···			
			an	d/or see addend	um attached hereto.	
30. SELLER	ALSO AGREES to pay RI	EALTOR®/Broker abov	c named a commissi	on as stated in t	he Listing Agreeme	nt
-	ding to the Property descr	-	_			
31. RECEIPT	IS ACKNOWLEDGED 6	y Seller of a copy of this		011	bolm!	cei i ed
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	Jun 1992	1	- Habite	3.710-4	4-1000 TI	SELLER
SELLER'	S ADDRESS <u>3/12</u>	AREMIN DR	Phone: (Res)		(Office)	
	s address <u>5172</u> West 1	Banch MI4	X alsu	William	Hobohn	1 ISBUER
			TRI	ISTEE		
BUYER'	ACCEPTANCE					
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Rev: 06/06/2018	B	=			Q.R.H.	
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The closest education, child care, or addiction treatment, or park is over 700' away from the proposed location.

STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING VIA ELECTRONIC MAIL

Date: February 02, 2023

Addressee: West Branch Provisioning Center, LLC

Address: 500 Temple Street Suite 2M

Detroit, MI 48201

RE: Prequalification status for your pending application

Dear Applicant:

The Cannabis Regulatory Agency (Agency) considered your partial application for prequalification status and determined that you have prequalification status pursuant to the licensing provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) and associated rules. This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements of the MRTMA and associated rules are completed. A state license for a marihuana establishment cannot be issued at this stage of the application process. During complete application review, the Agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

If you have not already done so, please submit a marijuana establishment license application (Step 2) for each state license for which you wish to apply. You may submit an application online through the Accela Citizen Access Portal on the Agency website at www.michigan.gov/cra or your application may be submitted by mail.

Mailing Address:

Cannabis Regulatory Agency Licensing Division Adult-Use P.O. Box. 30205 Lansing, MI 48909

Sincerely,

Breanna

Licensing Division
Cannabis Regulatory Agency

Attachment C

Filed by Corporations Division Administrator Filing Number: 222603340040 Date: 12/01/2022

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

WEST BRANCH PROVISIONING CENTER LLC.

ID Number:

802949277

received by electronic transmission on November 30, 2022, is hereby endorsed.

Filed on December 01, 2022, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 1st day of December, 2022.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Date of this notice: 12-01-2022

Employer Identification Number:

92-1202907

Form: SS-4

Number of this notice: CP 575 A

WEST BRANCH PROVISIONING CENTER THE BARN % RICHARD CARL WING 1785 W DOYLE TRL ROSCOMMON, MI 48653

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-1202907. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941 10/31/2023 Form 940 01/31/2024 Form 1120 04/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

Attachment D:

I have been involved in the Cannabis Business (Houghton Lake PC) and (J & R Grower's) for 5 years. I was instrumental in getting Denton TWP to opt. in for Medical Marijuana and for Grow facilities. I even helped on sections of the TWP ordnance. After one year of Medical Marijuana sales and the evolution of our industry, I then went back to the trustee's and explained why we needed to switch to Recreational sales. I am the managing partner of both businesses. I deal directly with all LARA inspections in both the PC and the Grow facility. Included is a list of my daily tasks.

Ordering products

Selling products (J & R grower's)

Tax payments (All bills associated with both businesses.)

All financials, Cash management

Hiring/firing and background checks.

Real estate, construction and rezoning

STATE OF MICHIGAN Marijuana Regulatory Agency P.O. Box. 30205 Lansing, MI 48909

Houghton Lake Provisioning Center, LLC 1952 W Houghton Lake DR Suite A Prudenville, MI 4851

www.michigan.gov/mra

Marijuana Regulatory Agency P.O. Box. 30205 Lansing, MI 48909



This license is a revocable privilege granted by the State of Michigan and is not a property right. The possession of this license does not grant the licensee any right, title, franchise, or other property interest. This license is exclusive to the listed licensee. The attempted transfer, sale, or other conveyance of an interest to a person meeting the definition of "applicant" without agency approval is grounds for suspension or revocation of this license.

P996697

Gretchen Whitmer GOVERNOR

STATE OF MICHIGAN

Marijuana Regulatory Agency

Establishment License Marihuana Retailer

Houghton Lake Provisioning Centera LLC 1952 W Houghton Lake DR Suite A Prudenville, MI 48651

GRETCHEN WHITMER GOVERNOR



ORLENE HAWKS

STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING VIA ELECTRONIC MAIL

Date: April 08, 2022

Addressee: Houghton Lake Provisioning Center, LLC

License Number: AU-R-000412

License Name: Houghton Lake Provisioning Center

Address: 1952 W Houghton Lake DR Suite A, Prudenville, MI 48651

RE: State License Renewal Approved

Dear Houghton Lake Provisioning Center, LLC,

The Marijuana Regulatory Agency considered your application for renewal of state license Houghton Lake Provisioning Center AU-R-000412 and determined that you are eligible to renew the state license pursuant to the licensing provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) and associated rules. Renewal of the above license has been approved. The new expiration date is May 05, 2023.

Your updated license will be mailed to the above address. You are not required to have the license in hand to continue operating.

If you have questions or concerns regarding this license renewal, you may contact the Marijuana Regulatory Agency by calling (517) 284-8599 or emailing MRA-AdultUseRenewals@michigan.gov.

Sincerely, Adult-Use Licensing Marijuana Regulatory Agency

STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING VIA ELECTRONIC MAIL

Date: May 5th, 2021

Addressee: Houghton Lake Provisioning Center, LLC

Record ID: AU-RA-000412

Address: 1952 W Houghton Lake Dr Suite A

Prudenville, MI 48651

RE: State License Issuance

Dear Applicant:

The Marijuana Regulatory Agency (Agency) considered your complete application for a state license and determined that you are qualified to receive a state license pursuant to the licensing provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) and associated rules.

The attached invoice reflects the initial licensure fee that must be paid before your state license can be issued. Please remit this payment with a copy of the attached invoice within 10 days by mail or online as outlined below. Please note that failure to pay the required fee may be grounds for the denial of the application.

Mailing Address:

Marijuana Regulatory Agency

Licensing Division

Adult-Use

P.O. Box. 30205

Lansing, MI 48909

Online:

Through the Accela Citizen Access Portal aca3.accela.com/MIMM/Default.aspx

Licenses are effective upon payment of the licensure fee. A license is not required to have the license in hand before beginning operations. If you have questions or concerns regarding this payment, you may contact the Marijuana Regulatory Agency by calling (517)284-8599 or emailing <u>MRA-AdultUseLicensing@Michigan.gov</u>.

Sincerely,

Licensing Division Marijuana Regulatory Agency



ORLENE HAWKS DIRECTOR

STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING VIA ELECTRONIC MAIL

Date: March 01, 2021

Addressee: Houghton Lake Provisioning Center, LLC

Address: 1952 W Houghton Lake Dr

Prudenville, MI 48651

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency (Agency) considered your partial application for prequalification status and determined that you have prequalification status pursuant to the licensing provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) and associated rules. This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements of the MRTMA and associated rules are completed. A state license for a marihuana establishment cannot be issued at this stage of the application process. During complete application review, the Agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status.

If you have not already done so, please submit a marijuana establishment license application (Step 2) for each state license for which you wish to apply. You may submit an application online through the Accela Citizen Access Portal on the Agency website at www.michigan.gov/mra or your application may be submitted by mail or in person as follows:

Mailing Address:

Marijuana Regulatory Agency Licensing Division Adult-Use P.O. Box. 30205 Lansing, MI 48909

In Person:

Marijuana Regulatory Agency Licensing Division Adult-Use 2407 North Grand River Lansing, MI 48906

Sincerely,

Licensing Division
Marijuana Regulatory Agency



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING

ORLENE HAWKS

VIA EMAIL

Date: February 25, 2020

Addressee: J & R Growers, LLC

Address: 1785 West Doyle Trail

Roscommon, MI 48653

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency considered your partial application for prequalification status on February 25, 2020 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marihuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status. This prequalification status will expire one year from the date of prequalification status if the applicant has not received its initial state operating license.

If you have not already done so, please submit a facility license application (Step 2) for each state operating license for which you wish to apply. It is recommended that facility license applications not be submitted more than 60 days prior to the date you anticipate that your proposed facility will be ready for inspection. You may submit a paper application online through the Accela Citizen Access Portal on the agency website at www.michigan.gov/mmtl or your application may be submitted by mail or in person.

Mailing Address:

Department of Licensing & Regulatory Affairs Marijuana Regulatory Agency Medical Facilities Licensing P.O. Box. 30205 Lansing, MI 48909

In Person:

Department of Licensing & Regulatory Affairs Marijuana Regulatory Agency Medical Facilities Licensing 2407 North Grand River Lansing, MI 48906

Sincerely,

Desmond Mitchell, Division Director Licensing Division Marijuana Regulatory Agency Michigan Department of Licensing and Regulatory Affairs



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING

ORLENE HAWKS

VIA EMAIL

Date: February 25, 2020

Addressee: Houghton Lake Provisioning Center, LLC

Address: 1785 West Dovle Trail

Roscommon, MI 48653

RE: Prequalification status for your pending application

Dear Applicant:

The Marijuana Regulatory Agency considered your partial application for prequalification status on February 25, 2020 and determined that you have prequalification status pursuant to the licensing provisions of the Medical Marihuana Facilities Licensing Act (MMFLA) and Administrative Rule 5 (R 333.205). This letter may be provided to a municipality as documentation of your prequalification status. Please note that this is a pending status until all application requirements in Administrative Rule 7 (R 333.207) are completed. A state operating license for a marijuana facility cannot be issued at this stage of the application. During final application review, the agency will consider all information relevant to eligibility including information that has been newly acquired or information that is newly apparent since determination of prequalification status. This prequalification status will expire one year from the date of prequalification status if the applicant has not received its initial state operating license.

If you have not already done so, please submit a facility license application (Step 2) for each state operating license for which you wish to apply. It is recommended that facility license applications not be submitted more than 60 days prior to the date you anticipate that your proposed facility will be ready for inspection. You may submit a paper application online through the Accela Citizen Access Portal on the agency website at www.michigan.gov/mmfl or your application may be submitted by mail or in person.

Mailing Address:

Department of Licensing & Regulatory Affairs Marijuana Regulatory Agency Medical Facilities Licensing P.O. Box. 30205 Lansing, MI 48909

In Person:

Department of Licensing & Regulatory Affairs Marijuana Regulatory Agency Medical Facilities Licensing 2407 North Grand River Lansing, MI 48906

Sincerely,

Desmond Mitchell, Division Director Licensing Division Marijuana Regulatory Agency Michigan Department of Licensing and Regulatory Affairs A Hackmant E

West Branch Provisioning Center LLC.

Richard C Wing President

No other officers

Capital investments are as follows: (**Estimates only)

- 1. \$180,000.00 Purchase building.
- 2. \$450,000.00 Remodel of building and parking lot. **
- 3. \$25,000.00 Office furniture, display cases. **
- 4. \$20,000.00 Security equipment, POS system and phones etc. **

Sworn statement enclosed on Hazardous Material.

I will be submitting for prequalification first of next week.

Site plan will be to me by Jan 1st 2023 (Lapham Associates) Steve Bell

Attachment E + F + G+H

West Branch Provisioning Center, LLC

Business Plan 2022
City Of West Branch
Ogemaw County, Michigan

518 E Houghton Ave West Branch MI 48661

12/02/22

Applicant

Richard C Wing

1785 W Doyle Trail

Roscommon MI 48653

614-600-0723

Owner

Robert Hobohm

2214 Eastman Ave

Midland MI 48640

989-631-8508

I am purchasing the property, closing set for January 31^{st} , 2023

Parcel # 65-052-629-002-00

Zoning is G-B

Retail (Recreational Cannabis Sales)

Hours of operation Monday-Saturday 9:00am-8:00pm

Sunday-Sunday 9:00am-7:00pm

Table of Contents

- 1. Executive Summary
- 2. Plan of Operations
- 3. Security Plan
- 4. Employees
- 5. Product Information
- 6. Preventative Measures
- 7. Waste Disposal Plan

Executive Summary

West Branch Provisioning Center LLC (the "Company) was founded on November 25, 2022 by Richard Wing. The Company is currently in the process to receive pre-qualification status from the State of Michigan, and seeks to operate a state licensed Adult-Use Marijuana Provisioning Center in The City Of West Branch, Ogemaw County, Michigan.

Once licensed and operation, the Company shall offer a wide variety of cannabis products to consumers who are over the age of 21 years. To do this, the Company shall form a team of dedicated and experienced employees who are committed to providing the highest level of care and customer service to clients.

At all levels of the Company we will strive to meet the highest standards of safety, p[professionalism, and integrity within the industry. Great effort shall be made to achieve productivity and quality as set forth in our commitment to grow and sell the best cannabis products we can while using the most responsible methods available.

The Owner

Richard Wing is the sole owner of the Company. Richard Wing neither holds or has previously held any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction which has been denied, restricted, suspended, revoked, or not renewed.

Richard Wing and Jeffery Cutler are the sole owners of two other Michigan entities, J & R Growers, LLC, and Houghton Lake Provisioning Center, LLC. J & R Growers, LLC is a fully operational Class B Grower facility that provides marijuana product to the Houghton Lake Provisioning Center, LLC, an Adult-Use Retail facility. All products sold by these entities are purchased through the statewide monitoring system.

The Facility

West Branch Provisioning Center's proposed location is at 518 E Houghton Ave, West Branch, MI 48661.

052-629-002-00, MI, Ogeniaw County APN: 062-629-002-00 CLIP: 4717452048

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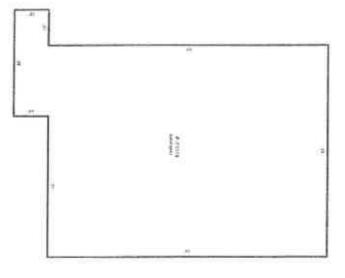
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\$182,200

\$182,100

Stage Equations Value

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Operational Plan

The Company will be operated in a highly controlled and regulated manner while also providing the customer with the best experience possible. To ensure excellent customer service at all times of operation, the Company will remain in compliance with all local and state laws.

The facility will be staffed during business hours and all staff will be required to pass a criminal background check prior to joining the team. Upon hiring, a new staff member will be required to complete sufficient training prior to working with customers.

The Company's operation will be advertised efficiently. This will be done by utilizing websites such as Weedmaps.com. Additionally, the Company will make use of social media advertising. Each of these advertisements will require an age confirmation to prevent exposure of Company advertisements to persons under the age of 21 years old.

As for technology used in the operation, the Company will be using METRC state tracking software. The Company will be utilizing the COVA Point-Of-Sale system that directly integrates with METRC. The METRC software will be used to track all sales of products. The Company will put into place the COVA POS system to track all sales and keep separate physical records to track quantity and inventory.

The Company will store customer information securely in the COVA POS software and will keep personal medical marijuana patient card information in full compliance with HIPPA and Security Rule. Upon a customer registering with the Provisioning Center, their information will be scanned into the intake system and filed electronically. Computers are password protected with only authorized personnel having access. Member data is backed up monthly. Hard drives are all stored off-site, and no hard copies are retained by the Company.

Security Plan

The Company will implement a combination of state-of-the-art security equipment, proven industry security protocols, and well trained, customer-focused personnel to ensure that customers and staff members are safe and feel welcome can cared for. All security personnel will be required to complete initial training as well as annual orientation and training seminars. Additionally, training on conflict resolution and handling emergency situations will be required of security personnel.

The Company recognizes the impact an Adult-Use Marijuana Provisioning Center may have on the surrounding community and business and has developed a plan to minimize any concerns. The ultimate goal is to provide marijuana to qualifying customers in accordance with the highest standards of quality, services and public safety.

Video Surveillance

In accordance with state law, the Company will contract a professional licensed third-party video surveillance company that is approved by the Department, to install and maintain all video surveillance equipment. The facility will utilize security and surveillance systems with commercial grade equipment with is installed in a manner that will prevent cameras from being readily obstructed, tampered with, or disabled. This system is designed to meet the standards of the department to prevent unauthorized access and to prevent and detect diversion, theft, or loss of marijuana and / or any product containing marijuana.

The Company will use a sophisticated, professionally monitored, high-definition surveillance system that records all activity in images capable of clearly revealing facial details. The Company will train all employees to continuously monitor the security and surveillance systems to ensure any employee can assist with monitoring. The employee that monitors the systems will also communicate with senior management about any unusual concerns. Video recordings will be saved on a video archiver.

Power Source

The Company will contract with a licensed power source company to purchase the appropriate backup power source system which will maintain normal video surveillance activity. The video surveillance system will be equipped with an uninterruptible power supply synchronized with a

compatible high-grade generator to provide a seamless transition from main power to auxiliary power in the event of a power outage. In the event of a system failure, an immediate alert will be sent to management via email or text message.

Network Video Recorder / Archiver

The Provisioning Center's security system will use a DW Spectrum NVR/archiver interface which functions as the security system's central video archiver. The archiver will record video from all cameras in the facility from a digital format to a disk drive, USB flash drive, or other mass storage device. The archiver will be remotely accessible at all times through a secure software for management, CRA, and local law enforcement. Remote accessibility will permit management to view live footage and review security logs from the provisioning center at any time.

Video Storage / Service

The storage system will use removable hard-drive rack mountable servers for extensive video storage. Software access controls and log will protect the system from unauthorized tampering and allow management review of all system access and access attempts. The system will store video clips in such a way that they cannot be edited or altered.

In accordance with CRA administrative rules, the video storage will be kept in a locked cabinet within a security room at the facility. The video surveillance system will have the ability to record all images captured by each surveillance camera for a minimum of 30 days in a format that will be easily accessible for investigative purposes.

The security systems will be inspected, and all devices tested once every year by a qualified third-party surveillance system vendor approved by the department. An internal maintenance inspection will be conducted once a month with any necessary repairs, alterations, or upgrades being made. A maintenance activity log will be maintained by the Company identifying the individual performing the service, the date and time of the service, and the reason the service was needed. This will be made available upon request to the department or its authorized agents. Any repair or replacement of a failed component of the video surveillance recording system shall be made within 24 hours unless notice is provided to the department and an extension is approved. All devices will be tested on an annual basis by a third-party vendor.

Video Cameras

Internet Protocol cameras are digital video cameras commonly used for surveillance which can send and receive video data via a computer network and the Internet. These cameras have at least a 2-megapixel CMOS sensor which provides about six times as many pixels as standard-definition cameras. This produces a clearer picture due to progressive scanning. The facility shall be equipped with the UN-IPC2324EBRDPZ28 Network Camera with a 4MP varifocal camera. It is a H. 265 bullet camera which supported 9:16 Corridor mode and HLC function. There are additional smart features such as people counting, behavior detection and intelligent identification. Data will be transmitted over Real-time Protocol or Real Time Streaming Protocol.

The Company will use line of sight camera placement which will allow for clear and certain identification of all individuals and activities no matter the lighting conditions. Additional cameras shall be placed in any area of the facility where marijuana products and products containing marijuana are loaded, stored or sold. Cameras will also monitor all entrances, exits, and parking areas of the facility from indoor and outdoor vantage points. Any room with exterior windows, walls, skylights, or roof hatches which contain marijuana or products containing marijuana will be viewed by camera. Another camera will be used to view the area containing the security and surveillance system storage devices, its equipment, and the safe or vault. Video cameras will be placed on the exterior of the building to allow for 100 percent coverage of the uncontrolled surrounding area and at least 20 feet from the exterior of the perimeter of the facility property. Any camera installed in low light area will be day/night cameras with a resolution of 1920 x 1080p. Motion activated lighting will be installed to increase picture clarity, brightness, and ensure proper surveillance during hours of darkness at all entry points, low light interior areas, and where all exterior cameras are located.

Surveillance video will record 24 hours a day, 7 days a week, and all video recordings will clearly and accurately display the correct date and time. The date and time display will not significantly obscure the picture and will synchronize in accordance with the official United States time established by the National Institute of Standards and Technology and the U.S. Naval Observatory.

= Safes

Each storage safe containing marijuana or products containing marijuana will use Underwriters Laboratory Group 1 outside combination and pin code locks to secure the safe door. Underwriters Laboratory requires that the safe is constructed of 1-inch solid steel and equivalent. This type of combination lock is resistant to skilled manipulation attacks for up to 20

hours. The Group 1 lock is an advanced mechanical lock that is precisely designed to prevent the workings of the lock from betraying the combination. This integration of the combination lock and a pin code lock will offer additional protection against attacks by mechanical, electrical, and cutting tools. All safe locks will also be installed with a 5-minute time delay before unlocking the safe to increase the length of time needed to open the safe. It has been shown in many high-risk businesses that this time delay is highly effective in reducing losses should a break-in or armed robbery occur.

- Alarm

The Company will contract a professional licensed third-party security monitoring company to handle management of the 24/7 live alarm monitoring of the facility. The Company will be using a DMP XR150 IP Alarm System. This system will utilize commercial grade equipment to prevent and detect diversion, theft, or loss of marijuana or product. The alarm panel provides up to 150 zones of protection, an on-board IP connection, graphic keypad support and dual partitions.

The alarm system will also have a failure notification system that provides an audible, text, and email notification within 5 minutes of any system failure. In the event of a power failure the auxiliary power system will not release electronic door locks during the outage.

The alarm system will be equipped with a duress alarm on the alarm keypad. This will allow the user to enter a duress code that will send a silent alert to the alarm company indicating that the user is being forced to turn off the alarm system. Additionally, emergency remote and panic alarm buttons will be strategically and discreetly located around the facility. Once activated, the panic alarm will signal an audible alarm to local law enforcement. A silent will also be activated within the facility which sends a signal to local law enforcement that a robbery is in progress. These devices are intended to be used to signal a life-threatening or emergency situation that would require urgent law enforcement response and once activated cannot be deactivated.

Passive Infrared motion sensors will work with the motion detection sensors within the facility to alert security or the authorities to any attempted break-in. A perimeter alarm will have contacts on all entry and exit points, exterior windows with exterior walls, roof hatches, skylights and storage rooms which contain safes, and the perimeter of the facility.

Glass break detectors will also be placed on any exterior glass. These detector sensors will alert authorities of an attempted break-in through glass windows. The detector can be mounted on any wall or ceiling within a 25-foot range of a window.

- Access

The Company will restrict access to any area of the facility containing marijuana or products except to registered employees and agents. The use of combination numbers, passwords, and electronic, or biometric security systems will only be given to registered, authorized employees. Each employee will be given an access RFID security card that will be printed at the facility. The RFID access security cards will contain the employees picture and a unique serial number associated with the employee. This card will grant access to specific areas the employee is authorized to enter. Employees must visibly wear their access card on their person at all times while at the facility. No access cards may be left or stored at the facility and any lost or stolen access security cards must be reported to the Company immediately. An electronic log of employees, PIN codes, and their associated key card serial numbers will be kept on file with a backup maintained for all access codes and electronic records.

Entrances & Doors

During non-business hours, entrances and exits to the facility will be securely locked and alarmed.

All fire exits will use a Trident emergency door lock system that will provide access control and be fire-rated. Trident emergency doors feature maximum protection against prying attempts at the lock edge of the door and are bolted to the frame at four locations with stainless-steel bolts projecting one inch. Fire exits will be constructed so that the path to egress is obvious and direct, and fire exit doors will swing open in the direction of egress.

A KNOX-BOX Rapid Entry System safe box will be wall-mounted at the front entrance and will hold building keys for fire departments, emergency medical services, and police to retrieve in emergency situation. The local fire department will hold master keys and access cards to all boxes in their response area so that they can quickly enter the facility without having to force entry.

Parking

Employees may only park in areas designated for employee parking. This parking will be separate from visitor parking and adjacent to the building where the facility is location. Employees may only be on the premises during scheduled shifts, regardless of whether the facility is open for business. The Company will prevent employees and individuals from remaining on the premises if they are not engaging in an activity permitted by the regulations.

Employees

The Company seeks to employ passionate and determined employees who are driven to help qualifying customers in the community. The Company anticipates employing at least 6 employees, whether they be full time or part time. Employees will be comprehensively trained to ensure compliance with both local and state rules and regulations regarding employee sanitation, hygiene protocols, and emergency procedures. We aspire to have employees that are fully equipped to understand, respond, and console customers on a mental, physical, and emotional level.

The Company will pay an hourly wage to employees as follows below.

Budtenders: \$14 / hrManagers: \$17 / hr

Employees are eligible to earn 1 week of Paid Time Off (recorded as five 8-hour days) for each year of employment. This PTO does not expire and will be paid out as a separate check if the employee leaves the Company with PTO accrued.

In compliance with the MMFLA, the Company will conduct criminal history background checks on all potential employees prior to hiring them. The results will be maintained by the Company and made available, upon request, by the department or authorized person. All potential employees will be screened against a list of excluded employees based on a report or investigation done by the department in the METRC system.

Employees will be required to disclose any new or pending charges or convictions they may receive while employed with the Company. If an employee is convicted or charged for a controlled substance-related felony or any other felony charge, the Company will immediately report it to the department.

Products

The Company will offer a line of cannabis products and extracts for customers. This will consist of strains with varying profiles that will build brand loyalty and capture greater market share. Additionally, the Company will source organic product options grown and processed by State licensed facilities throughout Michigan.

To provide as thorough a picture of the facility, please review the below proposed inventory that will be carried by the facility.

- Dried Flower Products
 - Indica flower
 - Sativa flower
 - Hybrid flower
 - CBD flower
- Concentrates
 - Topical concentrates
 - Ingestible concentrates
 - Infused prerolls
- o Oils
 - Ingestible cartridges
 - RSO
 - Tinctures
- o Edibles
 - Gummies
 - Chocolates
 - Drinks
 - Candies
- o Topicals
 - Creams
- o Pre-Rolls
 - Indica prerolls
 - Sativa prerolls
 - Hybrid prerolls
- Miscellaneous
 - Batteries for ionizers, vaporizers, and other related electronics
 - Glassware

- lonizers, vaporizers, and related products
- Rolling papers

This inventory list is not exhaustive and will continue to grow as customer needs and demands become identified.

Nutrients, Pesticides & Other Chemicals

The Company shall not use or store any nutrients, pesticides, or chemicals at the facility. Any cleaning agents use, whether chemical or organic, shall be stored in a locked cabinet away from all marijuana products.

Odor Control & Equipment

To control and maintain an odor-free environment outside the facility, the Company will utilize carbon air filters with a diameter of 0.3 micrometers. These air filters are capable of removing up to 99.97% of particles to prevent potential contamination from pathogenic organisms, along with dehumidifiers, air-conditioning and air circulation systems. The Company will ensure the proper implementation and installation of the odor control equipment as well as any maintenance that may be needed in the future.

Waste Management

Upon receipt of any unused, expired, or otherwise unusable marijuana products or byproducts, the Company shall separate these identified items from all usable products. They will be moved to a separate, locked container located in secure storage area of the facility away from any product that is intended to be sold.

Marijuana waste shall be rendered unusable by grinding and incorporating other organic materials so that the resulting mixture is at least 50% non-cannabis waste by volume. To ensure compliance with state and local law, the Company will install an onsite shredder, composter, and / or mulcher to be used in the waste process. These types of machines can be used to guarantee any marijuana waste is rendered completely unusable and unrecognizable. Examples of materials that may be combined with marijuana waste include food waste, paper waste, cardboard waste, plastic waste, and soil. Additional compostable mixed waste may be included to further dilute the amount and appearance of marijuana within the mixture.

The Company shall work with a state approved disposal facility to remove the unusable and unrecognizable marijuana waste. The disposal facility will come to the facility to pick up any marijuana waste and deliver it to a manned and permitted solid waste landfill. The Company may implement other lawfully permitted forms of disposal in the future.

Affidavit of Financial Good Standing

The undersigned, Kickars C Wing, on behalf of west Branck Province LLC being duly sworn, hereby deposes and says:				
 The operation of the proposed facility shall not include the use of any hazardous environmental materials; and 				
2. No hazardous environmental materials do/will exist on the proposed property for licensing.				
I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.				
Executed this 6 day of December, 2022.				
Signature Signature				
Printed Name				
NOTARY ACKNOWLEDGEMENT				
STATE OF MICHIGAN)				
() cc.				
COUNTY OF ROSCOMMON) ss:				
1th ATTEMOTO				
The foregoing instrument was acknowledged before me this				
The foregoing instrument was acknowledged before me this 6th day of DECEMBER, 2022, by THERESA M. WAGNEK. Aresa M. Wagnu				
The foregoing instrument was acknowledged before me this 6th day of DECEMBER, 2022, by THELESA M. WAGNEK. Signature of Notary Public THELESA M. WAGNER				
The foregoing instrument was acknowledged before me this 6th day of DECEMBER, 2022, by THELESA M. WAGNEK. Signature of Notary Public				

Affidavit of Civil Monetary Judgements

The undersigned, Richard C WinG on behalf of sworn, hereby deposes and says:	, LLC being duly			
 Neither the Applicant, nor any member or parties with 25% or more interest have been subject to any civil monetary judgements entered against it/them is years. 				
I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.				
Executed this Z day of Dec , 2022. Signature , 2022.				
Richard Cwinb Printed Name				
NOTARY ACKNOWLEDGEMENT				
STATE OF MICHIGAN) COUNTY OF RUSCOMMON) ss:				
The foregoing instrument was acknowledged before me this 2 day of of of december, 2022,				
Signature of Notary Public THEDESA M. WAGN Printed Name of Notary Public State of Michigan County of Roscommon My Commission Expires: Of	ic .			

Affidavit of Financial Good Standing

The undersigned, Ric Haal) (William), on behalf of LLC being duly sworn, hereby deposes and says:
 Neither the Applicant, nor any member or parties with 25% or more interest in the Company have filed bankruptcy within the last seven (years). Neither the Applicant, nor any of its members, nor stakeholders have ever been in default to the City, nor are we currently in default to the City for any property taxes, special assessments, fines, fees or other financial obligations.
I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.
Executed this 2 day of, 2022.
Signature Signature
RicHand CWING Printed Name
NOTARY ACKNOWLEDGEMENT
STATE OF MICHIGAN)
COUNTY OF ROSCOMMON)
The foregoing instrument was acknowledged before me this 219 day of December, 2022,
Signature of Notary Public THERESA M. WAGNER Printed Name of Notary Public State of Michigan County of Roscommon My Commission Expires: 09-(4-20-23)

Attachment Gr

48 Contiguous States

00	7	6	5	4	ω	2)ered		# of Persons in Household
\$46,630	\$41,910	\$37,190	\$32,470	\$27,750	\$23,030	\$18,310	\$13,590	100%	
\$62,018	\$55,740	\$49,463	\$43,185	\$36,908	\$30,630	\$24,352	\$18,075	133%	2022 Federal Poverty Level for the 48 Contiguous States (Annual Income)
\$64,349	\$57,836	\$51,322	\$44,809	\$38,295	\$31,781	\$25,268	\$18,754	138%	48 Contiguous S
\$69,945	\$62,865	\$55,785	\$48,705	\$41,625	\$34,545	\$27,465	\$20,385	150%	tates (Annual Incom
\$93,260	\$83,820	\$74,380	\$64,940	\$55,500	\$46,060	\$36,620	\$27,180	200%	e)
\$139,890	\$125,730	\$111,570	\$97,410	\$83,250	\$69,090	\$54,930	\$40,770	300%	

Add \$4,720 for each person in household over 8 persons

THE BARN



Employee Handbook

Section 1: Introduction

- 1.1. Purpose of this Handbook
- 1.2. Changes of Policy
- 1.3. Employment Forms

Section 2: Terms & Definitions

- 2.1. Define "At-Will" Employment
- 2.2. Equal Employment Opportunity

Section 3: Workplace Violence / Harassment

- 3.1. Unlawful Harassment
- 3.2. Workplace Violence

Section 4: Policies

- 4.1. COVID-19
- 4.2. Smoking / Medicating
- 4.3. Parking
- 4.4. Employer Property
- 4.5. Dress Code

Section 5: Workplace Conduct

- 5.1. Punctuality, Attendance, & Scheduling
- 5.2. Prohibited Conduct / Write-Up Policy
- 5.3. Conducting Personal Business
- 5.4. Business Conduct & Ethics
- 5.5. Police Interaction

Section 6: Employee Benefits

- 6.1. Employee Purchases
- 6.2. Discounting

Section 7: Scheduling / Pay Period

- 7.1. Work Schedules
- 7.2. Timekeeping Requirements
- 7.3. Pay Period / Tips

Section 8: New Hire Probationary Period

- 8.1. New Hire Probationary Period
- 8.2. Paid Time Off Rules and Eligibility

1.1 Purpose of this Handbook

The purpose of this handbook is to familiarize you – the employee – with the policies, rules, and other key aspects of West Branch Provisioning Center (the "Company" or "WBPC"). The information in this handbook supersedes all rules and policies that may previously have been expressed or implied, in both written and oral format. Compliance with this handbook is compulsory for all employees. The Company reserves the right to interpret this handbook's content as it sees fit, and to deviate from policy when it deems necessary.

1.2 Changes of Policy

West Branch Provisioning Center reserves the right to change this handbook's contents, at any time and at our sole discretion. Its provisions may not be altered by any other means, oral or written. You will receive written notice of any changes we make to the employee handbook, and are responsible for understanding and complying with all up-to-date policies. If you are confused about any information defined herein, please contact West Branch Provisioning Center Management.

1.3 Employment Forms

All new employees are required to complete and submit the following forms. Starred (*) forms can be found at the end of this manual. All other forms have been or will be provided separately.

- * At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook *
- * Employee Eligibility Form I-9 *

On the day of hire, each new employee is legally obligated to complete the Employment Eligibility Verification Form I-9 and submit documents establishing identity and eligibility within the next three business days. The same policy applies to re-hired employees whose I-9's are over three years old or otherwise invalid.

2.1 At-Will Employment Status

WBPC Personnel are employed on an 'At-Will' basis. Employment 'At-Will' may be terminated or disciplined with or without cause and with or without advanced notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate 'At-Will' employment. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or make an agreement for employment on other than 'At-Will' terms. Only the Managing Partners of WBPC have the authority to make any such agreement, which is binding only if it is in writing.

2.2 Equal Employment Opportunity

WBPC is an Equal Opportunity Employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, creed, gender, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical conditions including genetic characteristics, sexual orientation, or any other consideration made unlawfully by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is unlawful. The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers. To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact a Company representative with day-to-day personnel responsibilities and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The Company will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose any undue hardship, the Company will make the accommodation. If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The Company will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation. If the Company determines that unlawful discrimination has occurred, effective remedial actions will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees, or your coworkers.

3.1 Unlawful Harassment

WBPC is committed to providing a work environment free of unlawful harassment. Company policy prohibits sexual harassment and harassment based on pregnancy, childbirth, or related medical conditions, race, religious creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation or any other basis protected by the federal, state, or local law or ordinance or regulation. All such harassment is unlawful. The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including supervisors and managers, as well as vendors, customers, independent contractors and any other persons. It also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. If you believe that you have been unlawfully harassed, bring your complaint to your own or any other Company supervisor, management, or the personnel administrator of the Company as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It is mandatory to communicate your complaint in writing. Supervisors will refer all harassment complaints to the personnel administrator, investigative officer, or the Owners of the Company. The Company will immediately undertake an effective, thorough, and objective investigation of the harassment allegations. If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. A company representative will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management. employees, or co-workers. The Company encourages all employees to report any incidents or harassment forbidden by this policy immediately so that complaints can be quickly and fairly resolved. If you think that you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

3.2 Workplace Violence

WBPC has adopted the following workplace violence policy to ensure a safe working environment for all employees. The Company has a zero tolerance policy for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination. Possession of non-work related weapons on Company premises and at Company-sponsored events shall constitutes a threat of violence. It is every employee's responsibility to assist in establishing and maintaining a violenceOfree work environment. Therefore, each employee is expected and encouraged to report any incident which may be threating to you or your co-workers or any event which you are reasonable believe is threatening or violent. You may report an incident to any supervisor or manager.

4.1 COVID-19

WBPC is COVID-19 compliant and will follow / enforce all state mandated regulations. Following the release of the MIOSHA Emergency Rules posted 5.25.21, WBPC follows the below guidance.

- Employers may allow fully vaccinated employees to not wear face coverings and social distance provided they have a policy deemed effective to ensure non-vaccinated individuals continue to follow these requirements.
- Employeers should continue to have and implement a written COVID-19 Preparedness and Response Plan in accordance with the updated rules.
- WBPC will not request proof of COVID-19 vaccination from employees and will not hold any private medical vaccination records on file in accordance with HIPPA (Health Insurance Portability and Accountability Act).
- WBPC Employees have been updated with the latest guidance from MIOSHA and have been asked to comply accordingly.

4.2 Smoking / Medicating

Smoking is not allowed in any area on the premises or within 200 feet of WBPC (unless in a designated smoking area). If working a shift less than 8 hours, two 5-minute smoke breaks are allowed. If working a shift longer than 8 hours, two 15-minute smoke breaks are allowed. No more than 1 person on a smoke break at once (per managers discretion).

Smoking / Consuming cannabis products while working or within 1,00 feet of WBPC is always strictly prohibited and can result in immediate termination of employment.

4.3 Parking

Employees may park their vehicles in designated areas. Employees may not use parking areas specifically designated for neighboring businesses unless approved by the neighboring business and WBPC management. West Branch Provisioning Center is not responsible for any loss or damage to employee vehicles or contents while parked on Company property.

4.4 Employer Property

Lockers, desks, computers, vehicles, and any other company-owned item are WBPC property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. WBPC reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Company voicemail and / or electronic mail (e-mail) are to be used for business purposes only. WBPC reserves the right to monitor voicemail messages and e-mail messages to ensure compliance with this tile, without notice to the employee and at any time, not necessarily in the employee's presence. No personal locks may be used on Company-provided lockers unless the employee furnishes a copy of the key or combination to the lock. Unauthorized use of a personal lock be an employee may result in losing the right to use a Company locker. WBPC may periodically need to assign and / or change "password" and personal codes for certain password protected devices. These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of WBPC.

WBPC reserves the right to keep a record of all passwords and codes used and / or may be able to override any such password system. Prior authorization must be obtained before any Company property may be removed for the premises. For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent. Terminated employees should remove any personal items at the time they leave WBPC. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination. Employees will be held responsible if company property (in any form such as retail products to be kept behind the counter or other valuables) is left available for the public to take without authorization or payment. Lockers, desks, computers, vehicles, and any other company-owned item are WBPC property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes

4.5 Dress Code

WBPC Dress Code is as follows.

- No open-toed shoes or flip-flops
- No sleeveless shirts (tank tops, string tops, etc.)
- No bare midriffs or shorts less than 6" above knee
- Please utilize proper undergarments
- Leggings are allowed, but Spandex Work-Out leggings are not appropriate (no see-through or ripped)
- No lude or inappropriate images or sayings on shirts.

^{**}On special holiday weekends or special events, WBPC may ask staff to wear matching polos or other matching clothing**

5.1 Punctuality, Attendance, and Scheduling

As an employee of WBPC, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees, your supervisor, and the flow of business. Employees are expected to report to work as scheduled, on time, and prepared to start work. Additionally, employees are expected to remain at work for the entire shift, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. If you fail to report for work without any notification to your supervisor, WBPC will consider that you have voluntarily abandoned or quit your employment. If you walk off the job without the consent of your supervisor, WBPC will consider that you have voluntarily abandoned or quit your employment. If you are unable to report for work on a particular day, you must under all but the most extenuating circumstances call your supervisor at least 2 hours before the time you are scheduled to begin working for that day. You must call and directly speak to a supervisor. A message on the general company voicemail, phone message machine, nor a text message to a co-worker or supervisor will be accepted as a notice of absence. In no circumstance is a text message an acceptable form of communication with your supervisor regarding an absence or late arrival. A "no call, no show" results in voluntary resignation of your position with WBPC.

Process Steps when clocking in / out.

- Staff members must clock in and out on the iPad timeclock in the Employee Entrance
 Hallway. Please avoid using the clock in / out function on the Cova POS Stations, as it doesn't
 send the same signals to the When I Work App.
- Lunch Breaks All staff members must clock out for lunch breaks using the iPad timeclock in the Employee Entrance Hallway, selecting the 'Start A Lunch Break' option. This will send the proper signal to When I Work and code the clock out as taking a lunch break in the system. If management does not see a clock out for lunch break when submitting payroll, a lunch break will be applied automatically.

5.2 Prohibited Conduct

The following conduct is prohibited and will not be tolerated by WBPC. Engaging in prohibited conduct are grounds for disciplinary action including and up to immediate dismissal of your position with the company. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare, and Company operations also may be prohibited.

- Falsifying employment records, employment information, or other Company records.
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any timecard, either your own or another employee's.
- Deliberate or careless damage or destruction of any company property, or the property of another employee or client. NO ARSON.
- Removing or borrowing Company property without prior authorization.
- Unauthorized use of Company equipment, time, materials, or facilities.
- Theft or stealing of any kind. NO STEALING. Discounting a transaction for non-eligible employee / clients or product. Putting extra items in an employee's bag or a clients bag that were not paid for, or ringing yourself up for a transaction.

- No using personal cell phones without authorization from a manager.
- Use of a manager code without written permission from management.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Provoking a fight or fighting with fellow employees or clients during working hours or on Company property.
- A physical altercation with another employee or a client that you initiate. NO throwing things, verbal threats, or violence of any kind.
- Verbal abuse, abusive language or altercation that you initiate with an employee or client at any time on Company premises.
- Carrying firearms or any other dangerous weapons on Company premises at any time.
- Causing, creating, or participating in a disruption of any kind during working hours on Company property.
- Engaging in criminal conduct whether related to job performance.
- Insubordination
- Violating any safety, health, security, Company policy, rule, or procedure.
- Committing of or involvement in any act of unlawful harassment of another individual.
- Committing of or involvement in un-wanted sexual advances, sexual harassment, sexual assault, or a sexual or lewd act.
- Failing to lock and secure the building, safes, and products at closing.
- Showing up for your shift under the influence of drugs or alcohol. Using drugs, alcohol, or any cannabis products while working and / or on Company property.
- Sieeping or malingering on the job.
- Deleting browsing history on Company computers.

The Write-Up Policy at WBPC is structured below.

- An employee can be written up by a manager for the following reasons
 - o Being more than 15 minutes late to a shift with no communication
 - Insubordination
 - Prohibited Conduct defined in section 5.2
- Write-Ups are to be documented and signed / dated by the employee and manager.
- 3 Write-Ups within a rolling 60-day period results in termination.

5.3 Conducting Personal Business

Employees are to conduct only WBPC business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

5.4 Business Conduct and Ethics

No employee may accept a gift from any client, vendor, supplier, or other person doing business with WBPC, because doing so may give the appearance of influencing business decisions, transactions, or services. Please discuss expenses paid by such persons for business trips and meals with the Company in advance.

5.5 Police Interaction

All negative interaction with law enforcement must be reported to WBPC management within 24 hours of the incident or risk immediate termination.

6.1 Employee Purchases

WBPC employees receive 20% off their purchases at HLPC (Budtenders, Managers, Reception, Preroll Production, Grow Staff). This excluded seeds, cuttings, cultivation supplies, Tier 1 flower, bundle deals (7 carts for \$100), Prepack / Preroll Specials (example: \$5 prerolls) and other discounted and non-discounted items to management's discretion. Purchases are to be made off shift only. Employee purchases are intended for their personal use only. Purchasing for anyone else using an employee discount, whether they are a medical cannabis patient or not, is strictly prohibited, and may result in immediate termination if violated. Employees are prohibited to putting items aside with the intention of purchasing it. In other words, all product is to remain on the floor in its designated bin / location. All employee purchases are to be verified by a manager. All employee purchases and personal bags / backpacks are subject to inspection at any time.

6.2 Discounting

Employees receive a discount on qualifying products (see Employee Purchases). Customers with a valid non-expired Medical Marijuana Card and Military Service Members / Veterans will receive 10% off eligible items (similar exclusions to Employee Purchases). Discounting for an unqualified member is strictly prohibited. Over-discounting is considered prohibited conduct and will be considered stealing by the Company.

7.1 Work Schedules

WBPC is normally open for business between the hours of 9am to 8pm Monday – Saturday, and 9am to 7pm on Sundays (changes seasonally). Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, ready to work. Exchanging work schedules with other employees is discourages. However, if you need to exchange scheduled, you must submit a Time-Off Request and notify your supervisor 2 weeks in advance, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime. If you need time off for any reason, it is your responsibility to get your shifts covered; it is not the manager's responsibility to fill your absence. Please note that just because a request form is turned in does not mean it is approved. Please follow up with your supervisor on the status of the request of you have not heard a confirmation.

7.2 Timekeeping Requirements

All non-exempt employees are required to use a time clock to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after each lunch break. Employees also must record their time whenever they leave the building for any reason other than WBPC business. Writing in time for another employee or allowing another employee to manually add time for you, or altering a timecard is not permissible and is subject to disciplinary action or termination. Any errors on your timecard should be reported immediately to your supervisor.

7.3 Pay Period / Tips

WBPC has a bi-weekly pay period starting and ending Monday – Sunday. Tips will be encouraged and collected daily and kept through the weekly period (Monday --- Sunday), then divided and dispensed by the number of tips and the hours that you worked for the week. This is to make the tip share a fair hourly bonus. Employees who are strictly Reception / Production are not eligible for Tip Share.

8.1 New Hire Probationary Period

New employees at WBPC are subject to a 30-day probationary period. During this time, new employees will be undergoing training for daily tasks and work performance will be closely monitored by the management. Failure to meet company policies, procedures, and work expectations during this 30-day probationary period will result in immediate termination. Management can revise the probationary period for any new employee based on individual job performance. All new employees will have responsibilities / benefits scaled according to the timeline below.

0 - 15 Days:

- Must be shadowed by a Manager / Senior Budtender for all customer transactions.
- Not included in weekly tip-share while being shadowed.
- Not given Security Gate Card for door access.

16 - 30 Days:

- Can process customer transactions without being directly shadowed by a Manager / Senior Budtender.
- Included in weekly tip-share.
- Granted Security Gate Card for door access.

After the 30-day probationary period, the Management Team will review work performance, overall attitude, and any issues that may have occurred. If deemed satisfactory by the Management Team, the new employee will be released from the probationary period, and will receive a \$2 / hour increase in addition to weekly tip share (if applicable).

8.2 Paid Time Off – Rules and Eligibility

WBPC employees that have been with the company for 1 year are eligible for 1 week of Paid Time Off (PTO). Each year of service earns another 1 week of Paid Time Off (not stacking).

- 1 day of PTO is defined as an 8-hour workday.
- 1 week is defined as 5 working days.
- PTO requests must be submitted via WhenIWork, and must be requested under 'Personal Paid'.
- PTO requests must still be approved by management, and the management team will track PTO availability and usage in a common spreadsheet.
- Any PTO days not used by the employees anniversary will be rolled over and available for use.
- PTO hours used are not counted in the weekly Tip Share calculation.
- If an employee leaves the company with PTO hours accumulated, the PTO hours will be paid out in the form of a separate paycheck at the standard rate.

Acknowledgment of Receipt of Employee Handbook

My signature below indicated that have received a copy of the Houghton Lake Provisioning Center Employee Handbook.
I understand that this handbook contains information regarding the Company's rules, regulations, policies, and benefits which affect me as an employee.
acknowledge that I have read and understood Company policies.
I also understand that the Company may revise, supplement, or rescind policies, procedures, or benefits described in the handbook, with or without notice.
Print Name
Signature

CITY OF WEST BRANCH NOTICE OF PUBLIC HEARING

The West Branch Planning Commission will hold a public hearing during its regular meeting scheduled for Tuesday, January 10th, 2023 at 6:00 p.m. in the Council Chambers of City Hall, 121 N. Fourth St., West Branch, MI. The topic of the public hearing is to take comment on a special use permit. The applicant, Richard Wing, owner of West Branch Provisioning Center LLC, is seeking a use permit to allow a marijuana retail center in the General Business District (GB). The location of the proposed business is 518 E. Houghton Ave. Written comments may be mailed or dropped off at City Hall at the above address or emailed to citymanager@westbranch.com prior to the public hearing. The public may appear at the public hearing in person or by counsel. Accommodations and necessary reasonable auxiliary aids and services are available upon request to persons with disabilities, as well as the hearing impaired, who require alternately formatted materials or auxiliary aids to ensure effective communication and access to meetings or hearings. All requests for accommodation should be made with as much advance notice as possible by contacting City Manager/Planning secretary, John Dantzer at (989) 345-0500; 121 N. 4th St., West Branch, MI 48661; email: citymanager@westbranch.com.



121 North Fourth Street, West Branch, Michigan 48661
Phone 989-345-0500, Fax 989-345-4390, e-mail clerktreasurer@westbranch.com
The City of West Branch is an equal opportunity provider, employer, and lender

APPLICATION TO CHALLENGE ZONING DECISION

Name of Applicant RICHARD C WING				
Address 1785 W Doyle Thail ROSCOMMON MI 48653				
Phone Number 614-600-0723 Email Address Rewin 61 @ HOTMAIL. Com				
If application is completed by a person other than the owner of the property in question, please use the back of this form to state the interest the applicant has in the property, and also indicate whether the applicant has permission from the property owner to challenge a zoning decision on the property owner's behalf.				
Property address/location 518 E HOUGHTON AUE WEST BRANCH MI 48661				
Description of initial zoning request SPECIAL USE PERMIT				
Reason initial zoning request was denied				
Action requested:				
Appeal of decision to higher board [\$250 fee]				
Special use permit [\$250 fee]				
□ Variance [\$250 fee]				
□ Amendment to zoning ordinance [\$250 fee]				
By signing below, I, the aforementioned applicant, do hereby certify that all foregoing statements and attached supporting documents, including site plans, are true and correct, to the best of my knowledge.				
Signature of Applicant Date				
Fee Paid \$ 250 Fee Received By For Office Use Only				
Date Paid 12 Final Disposition				



121 North Fourth Street, West Branch, Michigan 48661
Phone 989-345-0500, Fax 989-345-4390, e-mail <u>citymanager@westbranch.com</u>
The City of West Branch is an equal opportunity provider, employer, and lender

12/13/22

TO: Occupant

FROM: City of West Branch Planning Commission

RE: Notice of Special Use Permit Application

This letter is to notify you that a property within 300 feet of your property has submitted an application for a special use permit. The permit is for a marijuana retailer business at 518 E. Houghton Ave. which is located in our General Business District. Public Act 110 of 2006, as amended, requires notification of all property owners within 300 feet of the boundary of a property which is proposed for a special use. The General Business District provides for the regional community commercial and service needs of West Branch and for the orderly development and concentration of such uses. A copy of the plans is available for review at West Branch City Hall, 121 N. Fourth St., West Branch, MI 48661

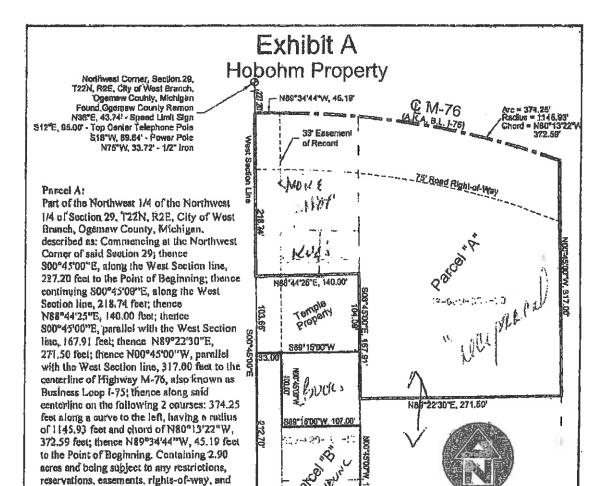
The City of West Branch Planning Commission will hold a public hearing to take comment on the special use application. The public hearing will be held at the West Branch City Hall at 121 N. Fourth Street, West Branch, Michigan 48661 on Monday, January 10, 2023 at 6:00 pm. Written comments may be sent to City Manager, John Dantzer, at the above address prior to the public hearing. The public may appear at the public hearing in person or by counsel.



121 North Fourth Street, West Branch, Michigan 48661
Phone 989-345-0500, Fax 989-345-4390, e-mail <u>clerktreasurer@westbranch.com</u>
The City of West Branch is an equal opportunity provider, employer, and lender

ZONING AND USE PERMIT APPLICATION

Applicant: Contractor [] Homeowner []
Property Owner: RICHARD C WING
Mailing address: 1785 W Doyle Trail Roscomnow MI 48653
Phone Number: 614 - 600 - 0723 Property ID # 052 - 629 - 002 - 00
Project Address: 518 E HOUGHTON AUE WEST BRANCH ME 48661
Contractor Name: N/A
Contractor Address:
Contractor Phone:
Use
Type of Improvement (please circle one)
a) Garage b) Shed c) Fence d) Deck e) Addition f) Residence/Building g) Use(h) Other
Dimensions: (skip this section if it is just a use permit)
LengthWidthHeight
Setbacks:
Front Rear Sides
Applicant Signature: Date: 12-2-22
(See reverse for site plan sketch area)



Parcel B:

200

record.

Part of the Northwest 1/4 of the Northwest 1/4 of Section 29, T22N, R2E, City of West Branch, Ogemaw County, Michigan, described as: Commencing at the Northwest Corner of said Section 29; thence S00°45′00″E, along the West Section line, 549.60 feet to the Point of Beginning; thence continuing S00°45′00″E, along the West Section line, 212.70 feet; thence N89°22′30″E, 140.00 feet; thence N00°45′00″W, parallel with the West Section line, 113.00 feet; thence S89°15′00″W, 107.00 feet; thence N00°45′00″W, parallel with the West Section line, 100.00 feet; thence S89°15′00″W, 33.00 feet to the Point of Beginning. Containing 0.44 acres and being subject to any restrictions, reservations, easements, rights-of-way, and zoning or governmental regulations of record.

N89°22'30"E, 140.00



ENGINEERING
PLANNING
ENVIRONMENTAL
SURVEYING

116 South 3rd Street West Branch, MI 48661

zoning or governmental regulations of

P (989) 345-5030 F (989) 345-7302

www.laphamassoc.com
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UNAUTHORIZED COPYING IS PRGHIBITED.

Date: May 1, 2019	Scale: 1" = 100'
Job No. N170011	Drawn by: JJ Grell

100

Parcel Number: 65-052-629-002-00, Commercial/Industrial Building 1

*** Information herein deemed reliable but not guaranteed***

West Branch Provisioning Center Interior Remodel

518 E. Houghton Ave.

West Branch, MI 48661

General Notes

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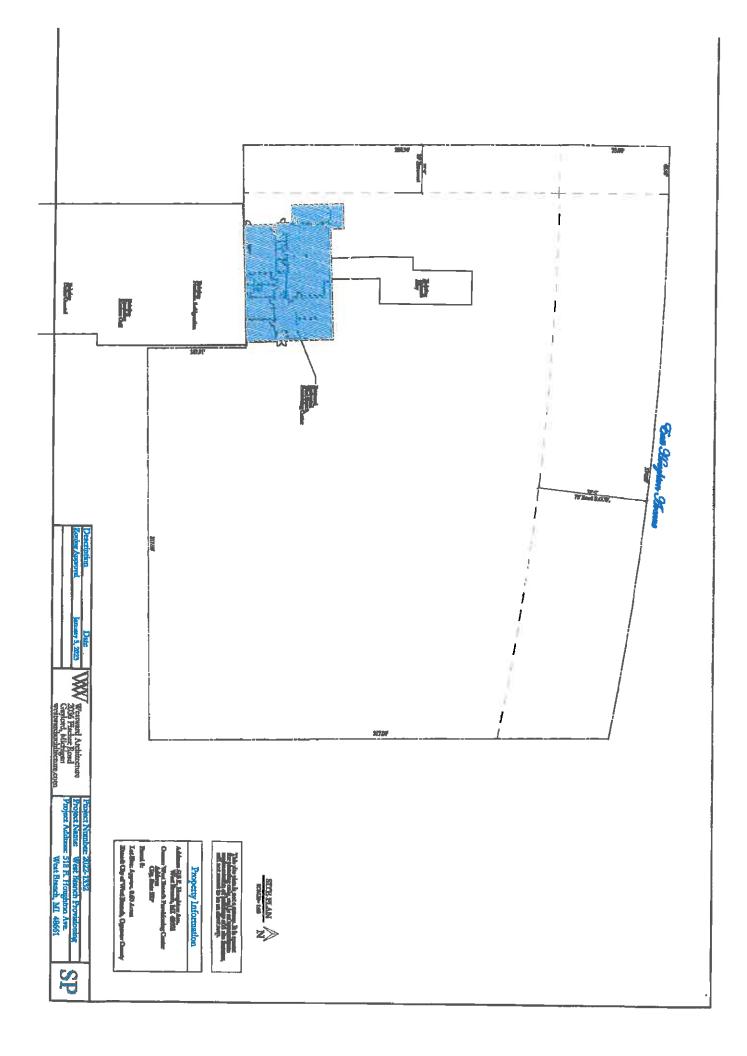


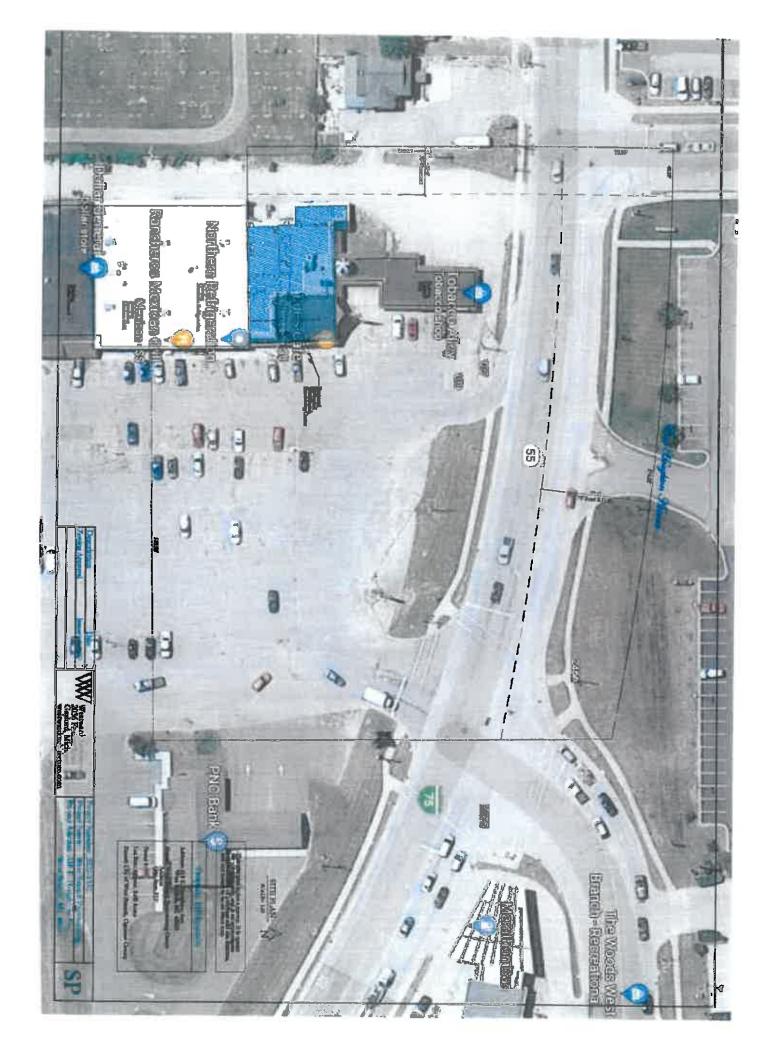
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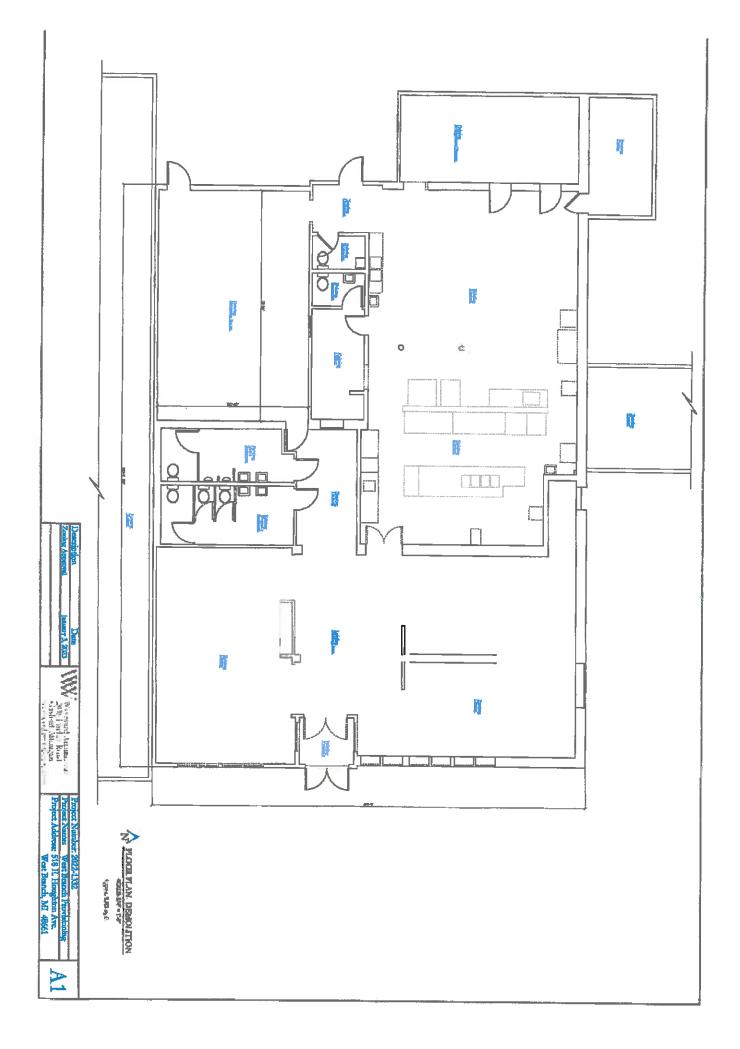
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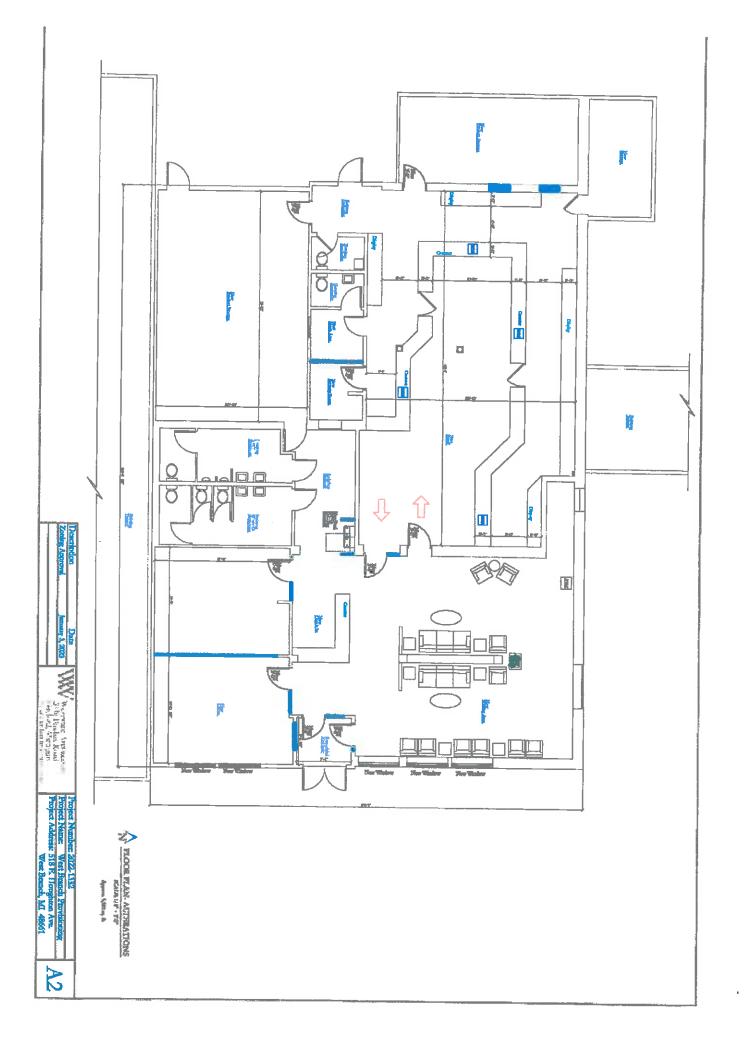
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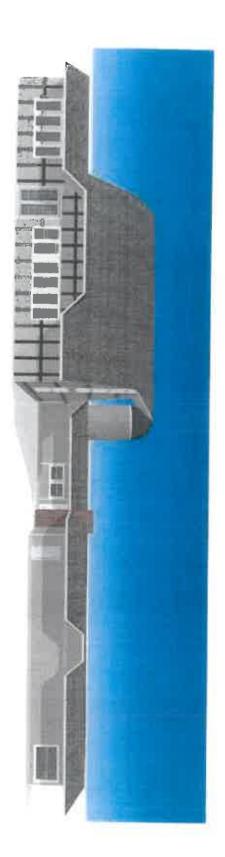












Front Elevation
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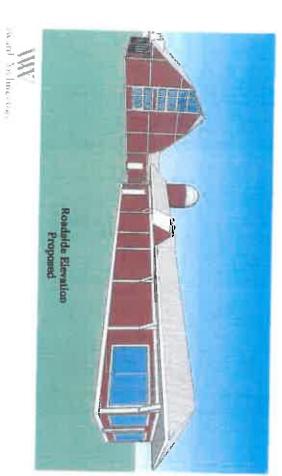


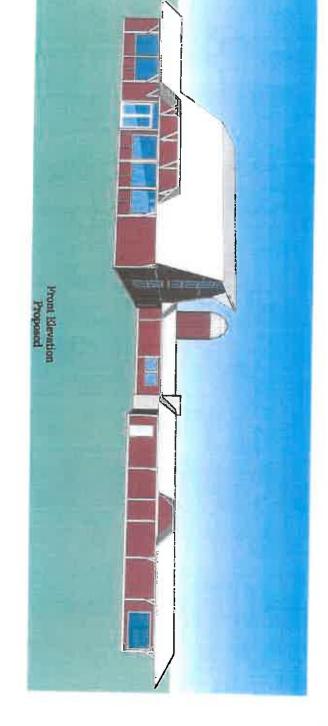
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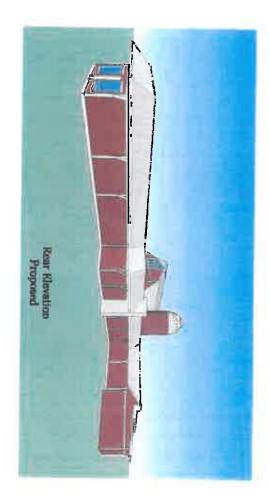


Rear Elevation
Existing









Prepared For

Richard Wing

Section 29, T22N-R2E., City of West Branch, Ogemaw County, Michigan

SITE ADDRESS: 518 E. Houghton Ave., West Branch, MI 48661

Property Description:

Parcel A:

rights-of-very, and abring or governmental regulations of record.

Revised Tax Percel #062-629-002-00:

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Sheet Index:

233 Cover Sheet General Notes She Pion



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LOCATION WAP

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Cover Sheet

Richard Wing 518 E, Houghton Ave. West Branch, MI 48551

Prepared For

Richard Wing

Section 29, T22N-R2E., City of West Branch, Ogemaw County, Michigan

SITE ADDRESS: 518 E. Houghton Ave., West Branch, MI 48661

Property Description:

arcel A:

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avised Tax Parcel #052-629-002-00;

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Sheet Index:

C-1 Corey Sheet C-2 General Motes C-3 Site Plan

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Cover Sheet

Richard Wing 518 E. Houghton Ave. West Branch, MI 40001 A TALL AFATA DE SANCE DE SANCE

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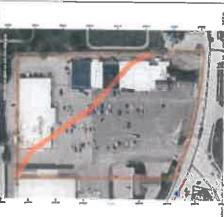
WETLANDS





OTHER NOTES

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NRCS SOILS MAP

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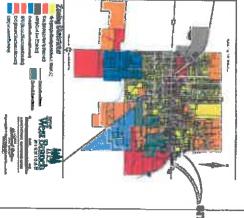
PLAN LEGEND

ABBREVIATIONS

General Notes

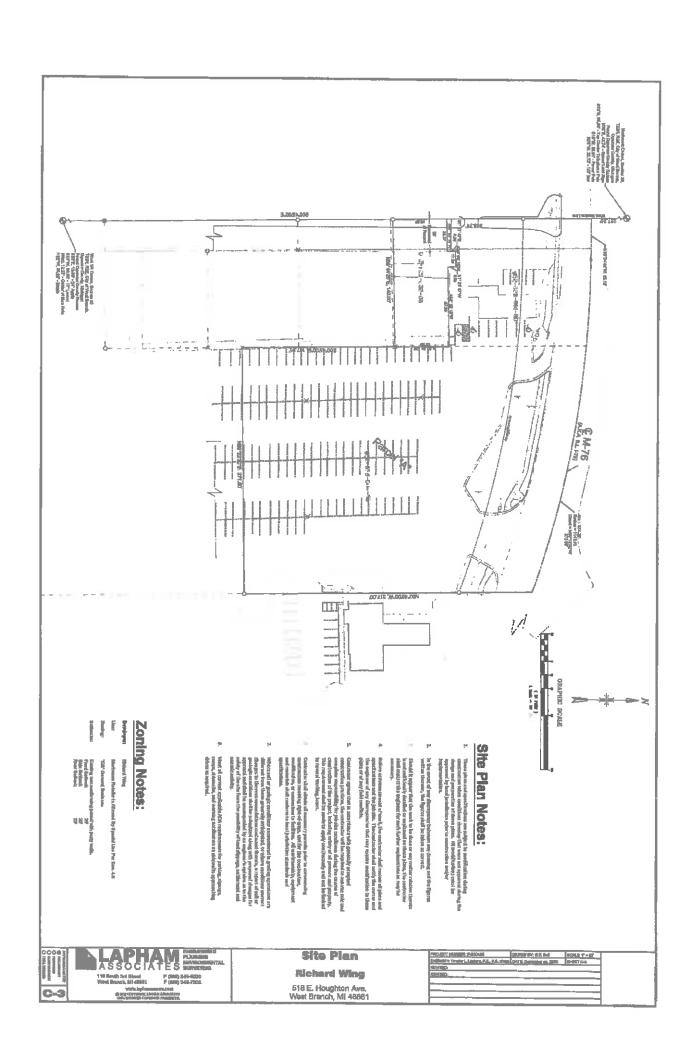
Richard Wing 518 E, Houghton Ave. West Branch, MI 48681 PROBLEM DESCRIPTION OF THE PROPERTY OF THE PRO

ZONING MAP



(18 South Srd Signer West Street, \$6 4000)

F (040) 345-9036 F (040) 345-7302



City of West Branch Ordinance No. 22-01 of 2022

An ordinance to amend the City of West Branch Zoning Ordinance Section 2.2 (Specific Terms), Section 4.7 (Office Service District), Section 4.9 (General Business District), Section 4.10 (Industrial District), Section 4.11 (Full Table of Permitted & Special Land Uses), and Section 7.26 (Marlhuana Facilities and Establishments).

The City of West Branch, Ogernaw County, Michigan ordains:

Section 1: Additions and deletions to the City of West Branch Zoning Ordinance Section 2.2 (Specific Terms), Section 4.7 (Office Service District), Section 4.9 General Business District), Section 4.10 (Industrial District), Section 4.11 (Full Table of Permitted & Special Land Uses), and Section 7.26 (Marihuana Facilities and Establishments)

That the City of West Branch Zoning Ordinance, Section 2.2 (Specific Terms), is hereby amended to read as follows:

<u>MARIHUANA</u>: In addition to the following definitions, the City adopts all definitions contained in any of the State rules, regulations, statutes, and administrative code enacted for the purpose of regulating marihuana facilities and establishments.

- A. <u>DEPARTMENT</u>: The Department of Licensing and Regulatory Affairs or any successor agency.
- B. <u>ENCLOSED, LOCKED FACILITY</u>: That term as defined in Section 3 of Initiated Law 1 of 2008, as amended (Michigan Medical Marihuana Act, being MCL 333.26423).
- C. <u>MARIHUANA ESTABLISHMENT</u>: An enterprise at a specific location at which a licensee is licensed to operate under <u>Initiated Law 1 of 2018</u>, <u>Medical Regulation and Taxation of Marihuana Act</u>, MCL 333.27951 et seq.; including a marihuana grower, marihuana microbusiness, marihuana processor, marihuana retailer, marihuana secure transporter, or marihuana safety compliance facility.
 - MARIHUANA GROWER: A person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments. For the purposes of this Ordinance, "marihuana grower" and "grower" may be used interchangeably.
 - MARIHUANA MICROBUSINESS: A person licensed to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.
 - 3. <u>MARIHUANA PROCESSOR</u>: A person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to

- marihuana establishments. For the purposes of this Ordinance, "marihuana processor" and "processor" may be used interchangeably.
- 4. <u>MARIHUANA RETAILER</u>: A person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.
- MARIHUANA SECURE TRANSPORTER: A person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments. For the purposes of this Ordinance, "marihuana secure transporter" and "secure transporter" may be used interchangeably.
- 6. MARIHUANA SAFETY COMPLIANCE FACILITY: A person licensed to test marihuana, including certification for potency and the presence of contaminants. For the purposes of this Ordinance, "marihuana safety compliance facility" and "safety compliance facility" may be used interchangeably.
- D. <u>MARIHUANA FACILITY</u>: An enterprise at a specific location at which a licensee is licensed to operate under 2016 PA 281, Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.; including a grower, processor, provisioning center, secure transporter, or safety compliance facility. The term does not include or apply to a "primary caregiver" or "caregiver" as that term is defined in the Michigan Medical Marihuana Act, MCL 333.26421 et seq.
 - 1. <u>GROWER</u>: A licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center. For the purposes of this Ordinance, "marihuana grower" and "grower" may be used interchangeably.
 - 2. <u>PROCESSOR</u>: A licensee that is a commercial entity located in this state that purchases marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a provisioning center. For the purposes of this Ordinance, "marihuana processor" and "processor" may be used interchangeably.
 - 3. PROVISIONING CENTER: A licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the Michigan medical marihuana act is not a provisioning center for purposes of this act.
 - 4. <u>SAFETY COMPLIANCE FACILITY</u>: A licensee that is a commercial entity that receives marlhuana from a marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinolds, returns the test results, and may return the marihuana to the marihuana facility. For the purposes of this Ordinance, "marihuana safety compliance facility" and "safety compliance facility" may be used interchangeably.

- SECURE TRANSPORTER: A license that is a commercial entity located in this state that stores
 marihuana and transports marihuana between marihuana facilities for a fee. For this Ordinance,
 "marihuana secure transporter" and "secure transporter" may be used interchangeably.
- E. MARIHUANA: That term as defined in Section 7106 of the Public Health Code, 1978 PA 368, MCL 333,7106.
- F. <u>MEDICAL USE</u>: The acquisition, possession, cultivation, manufacture, use, internal possession, delivery, transfer or transportation of marihuana or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition.
- G. <u>PERSON</u>: An individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity.
- H. <u>PHYSICIAN</u>: An individual licensed as a physician under Part 170 of the Public Health Code, 1978 PA 368, MCL 333.17001—333.17084, or an osteopathic physician under Part 175 of the Public Health Code, 1978 PA 368, MCL 333.17501—333.17556.
- I. <u>PRIMARY CAREGIVER</u>: That term defined in Section 3 of Initiated Law 1 of 2008, as amended (Michigan Medical Marijuana Act, being MCL 333.26423) who is at least 21 years old and who has been registered by State Department of Licensing and Regulatory Affairs or any successor agency to assist with a Qualifying Patients' use of medical marijuana.
- J. PRIMARY CAREGIVER FACILITY: A building in which the activities of a Primary Caregiver are conducted.
- K. QUALIFYING PATIENT: That term defined in Section 3 of Initiated Law 1 of 2008, as amended (Michigan Medical Marijuana Act, being MCL 333.26423) who has been diagnosed by a physician as having a debilitating medical condition as provided by the Michigan Medical Marijuana Act and who has obtained a duly Issued registry identification card from the State Department of Licensing and Regulatory Affairs or any successor agency.
- L. <u>REGISTRY IDENTIFICATION CARD</u>: A document issued by the department that identifies a person as a registered qualifying patient or registered primary caregiver.

That the City of West Branch Zoning Ordinance, Section 4.7 (Office Service District), is hereby amended to read as follows:



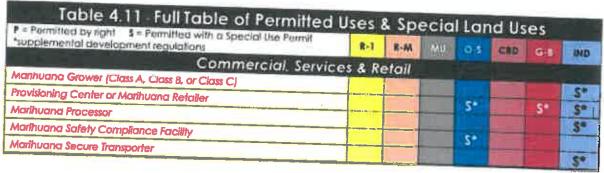
That the City of West Branch Zoning Ordinance, Section 4.9 (General Business District), is hereby amended to read as follows:



That the City of West Branch Zoning Ordinance, Section 4.10 (Industrial District), is hereby amended to read as follows:



That the City of West Branch Zoning Ordinance, Section 4.11 (Full Table of Permitted & Special Land Uses), is hereby amended to read as follows:



That the City of West Branch Zoning Ordinance, Section 7.26 (Marihuana Facilities and Establishments), is hereby added to read as follows:

- A. General Standards and Submission Requirements.
 - 1. Marihuana facilities and establishments shall remain in compliance with the State of Michigan licensing requirements.

- 2. Marihuana facilities and establishments shall receive a license from the City prior to operating and shall continue to comply with the City of West Branch Marihuana Facility and Marihuana Establishment Licensing Ordinance No. 22-02.
- 3. The following shall be submitted in conjunction with the licensing application:
 - a. Site Plan. Site Plan pursuant to Article 5 and Article 6.
 - (1) Site Plan should show public, private, and secured areas.
 - (2) For growers, the site plan must also show secured areas and any type of outdoor storage.

B. Standards.

- 1. Compliance with State Regulations. Each marihuana facility or establishment shall be operated in compliance with the laws and provisions of the State of Michigan.
- 2. Location. Each marihuana facility or establishment shall be operated only from the premises approved on the site plan. No marihuana facility or establishment shall be permitted to operate from a movable, mobile or transitory location, except for a permitted and licensed marihuana secure transporter when engaged in the lawful transport of marihuana.
- 3. Co-Location. A marihuana grower, marihuana processor and a marihuana retailer may operate from within a single facility operating pursuant to the Medical Regulation and Taxation of Marihuana Act and may operate from a location shared with a marihuana facility(s) operating pursuant to the Medical Marihuana Facilities Licensing Act and the rules of the State. Co-location may only occur if all uses are allowed in the zoning district in which the property is located.
- 4. Indoor Operation Required. All activities of marihuana facilities or establishments, including, without limitation, distribution, growth, cultivation, processing, transfer, or sale of marihuana, and all other related activity permitted under the permit holder's license or permit must occur indoors. The establishment operation and design shall minimize any impact to adjacent uses, including the control of any odor by maintaining and operating an air filtration system so that no abatable nuisance odor is detectable at the property line of the permitted premises, with the exception of secure transporters, the establishments operation and design shall minimize any impact to adjacent uses, including the control of odor by maintaining and operating an air filtration system as follows:
 - a. The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.
 - b. The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.
 - Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.

- d. An alternative odor control system is permitted if the special land use permit applicant submits and the municipality accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The municipality may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.
- 5. Separation Distances. Marihuana facilities and establishments shall not be located within five hundred (500) feet of any building used for education, child care, park, or addiction treatment purposes (herein referred to as "eligible buildings") whether or not those eligible buildings are in the City of West Branch. This measurement shall be the distance from any building in which the facility or establishment is operating and an eligible building on another lot or to the lot line of a park. These required separation distances cannot be waived except as allowed below:
 - a. The application shall provide evidence that all eligible buildings within the separation distance area have been notified by the applicant of the intent to seek a waiver from the separation distance requirements. Failure to satisfy this requirement may be grounds to deny a proposed separation distance waiver.
 - b. If an objection is not filed by the owners or tenants of an eligible building, the Planning Commission may waive the required separation distance, at the public hearing, in accordance with the standards provided in subsection (c).
 - c. The Planning Commission may grant a reduction in the separation distances upon finding that granting the reduced separation distance:
 - (1) will not cause a substantially adverse effect on neighboring properties and will not produce nuisance conditions to occupants of nearby properties or impair quality of life.
 - (2) will not otherwise impair the public health, safety and general welfare of the residents.
 - (3) Will not damage the neighborhood character.
 - d. Prior to granting the waiver, signed statements shall be required from each impacted property owner (whose property contains an eligible building within five hundred (500) feet of the proposed facility) which indicate that each owner of the property is aware of and in agreement with the waiver. All owners listed in the City tax records shall sign the statement.

Section 2: Severability

If any clause, sentence, paragraph or part of this Ordinance shall for any reason be finally adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance but shall be confined in its operation to the clause, sentence, paragraph or part thereof directly involved in the controversy in which such judgment is rendered.

The City of West Branch Zoning Ordinance, except as herein or heretofore amended, shall remain in full force and effect. The amendments provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation, or prosecution of any right established, occurring prior to the effective date hereof.

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The ordinance changes shall take effect upon the expiration of seven days after the publication of the notice of adoption.

May	OF.	Cltv	of Wes	Branch		
		_				
City	of '	Wes	t Branci	ı Clerk		

I, Lori Ann Clover, Clerk for the City of West Branch, hereby certify that the foregoing is a true and correct copy of Ordinance No. 22-02 of 2022 of the City of West Branch, adopted by at a meeting of the City Council held on April 18, 2022.

A copy of the complete ordinance text may be inspected or purchased at the West Branch City Hall at 121 N. Fourth Street, West Branch, Michigan.

Adopted: April 18, 2022 Published: April 28th, 2022 Effective: May 5, 2022 subject to PA 110 of 2006 as amended

Zoning Administrator review for Richard Wing Special use and zoning

LOT/BUILDING RESTICTIONS

The proposed business will be using the existing building and will not be changing the footprint of the building. The building is nonconforming because it is built in the road right of way. Section 3.27 of the City's zoning ordinance deals with nonconforming structures. Below are the rules from that section that deal with nonconforming structures.

C. Change in Tenancy or Ownership. There may be a change of tenancy, ownership, or management of any existing nonconforming uses or structures provided there is no change in the nature or character of such nonconforming uses except in conformity with the provisions of this Ordinance. (With the change in ownership, as long as he is not changing the footprint of the building, he is allowed to keep the nonconformity.)

D. Repair of Nonconforming Structure or Building Used for Nonconforming Use. Nothing in this Ordinance shall prevent the strengthening or restoring to a safe condition any part of any building or structure declared unsafe by the Building Official or to comply with barrier-free requirements of the Americans with Disabilities Act (a variance may be required). Nothing in this Ordinance shall prevent any alteration, improvement or repair as required by the Health Department as necessary to protect the public health, safety, and welfare. (This would allow for the interior remodeling which may require some changes to the layout to conform to current health regulations or building requirements.)

E. Nonconforming Structures. 1. Alterations to Nonconforming Structures. Alterations to nonconforming structures are permitted, however no structure may be enlarged or structurally altered in such a way as to increase its nonconformity. A reduction of the degree of nonconformance in one respect is not permitted to offset an increase in the degree of nonconformance in another respect. Thus, square footage may not be "traded" from one portion of a building to another. (His alterations to the building would only be visual in nature only and not enlarge or change the structure. The redoing of the exterior does not increase any nonconformity)

PARKING REQUIREMENTS

The building is supported by a large shared plaza center parking lot. There will be no issues with parking. The parking lot has its own snow storage plan.

MISCELLANEOUS REQUIRMENTS

The owner has discussed his intention to reach out the MDOT and possibly go over the entrances to the plaza and see if a different set up would possibly alleviate traffic going in and out of the location. This would not have any bearing on our approval and would be between the owner and MDOT.

Mike Killackey looked over the plans and has no issues with the plans.

Chief Walters was shown the plans and he has no issues with the plan.

CONCLUSION

As per Section 6.5 of the zoning ordinance Special Use Approval Standards. The following regulations must be considered to approve a special use.

A. General.

- 1. The property subject to the application is located in a zoning district in which the proposed Special Land Use is allowed. (Marijuana retail is allowed in the General Business district as a special use)
- 2. The proposed use will be harmonious and in accordance with the general objectives or any specific objectives of the Master Plan. (The plan does fall in line with the Master Plan with it including the updating of aging buildings, improving the quality of life for the community, and promoting public health, safety, and welfare for the region's citizens)
- 3. The proposed use will be consistent with the intent and purposes of this Ordinance. (The plan does not have any violations of the ordinance)
- B. Compatibility with Adjacent Uses.
- 1. The proposed use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area. (They will be using the existing building so it will not change the appearance or character of the area. They will be redoing the entire exterior to improve the overall look of the building.)
- 2. The proposed use will not be hazardous or disturbing to existing uses or uses reasonably anticipated in the future and shall not disrupt the orderly and proper development of the neighborhood as a whole. (Concerns have been raised with the potential for possible odor that can be released from a marijuana center. The plan does call for specialization filters to be used in the remodeling of the building to prevent any potential odor issues. Other than the possible odor, I do not see anything that would create any hazards to the community nor will it disrupt or cause issues for future development.)
- 3. The proposed use will be an improvement in relation to property in the immediate vicinity and to the City as a whole. (The plan calls for the exterior of his building to be totally redone along with some interior remodeling which will improve the aesthetics of the area while increasing the taxable value of the City)

C. Public Services.

- 1. The proposed use will be served adequately by essential public services and facilities or that the persons responsible for the establishment of the proposed use will provide adequately any such service or facility. (The plan can be served by the existing public infrastructure)
- 2. The proposed use will not create excessive additional public costs and will not be detrimental to the economic welfare of the City. (The plan will not create any additional public costs nor be detrimental to the City's economic welfare. It will actually improve the economic welfare of the City by increasing the taxable value of the property. The plan will also increase the revenues sharing with the State.)
- D. Impact of Traffic on Street System.

- 1. The location and design of the proposed use shall minimize the negative impact on the street system in consideration of items such as vehicle trip generation (i.e. volume), types of traffic, access location and design, circulation and parking design, street and bridge capacity, traffic operations at proposed access points, and traffic operations at nearby intersections and access points. (There is the possibility that the area could see some increase in traffic; however, I don't believe the plan will cause a significant impact to the street operation. The owner has discussed working with MDOT to get their thoughts on the entrance and exits of the plaza. They may look at eliminating the first entrance, requiring everyone to use the light at the far east end of the plaza which could increase the traffic safety)
- 2. The proposed use shall not cause traffic congestion, conflict, or movement in greater proportion to that normally prevailing for the use in the particular zoning district. (Other than a possible slight increase in volume, the plan will not create any additional traffic concerns)

I have not received any correspondence from anyone in the public on this issue.

Because all of the special use standards were met and I don't not see any issues with the plans nor do I see anything in violation of our ordinance, I would recommend approval of the special use permit and site plan as submitted.

We would need a motion to approve the special use permit submitted by Richard Wing for the property commonly known as 518 E. Houghton Ave because the plan meets all of the general requirements for a special use, is compatible with the adjacent uses, does not burden public services, and does not impact traffic safety.

We would also need a motion to approve site plan ZP 22-29 for Richard Wing as submitted.

REGULAR MEETING OF THE WEST BRANCH PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET, ON TUESDAY, JANUARY 10, 2023.

Chairperson Cori Lucynski called the meeting to order at 6:00 p.m.

Present: Bob David, Yvonne DeRoso, Josh Erickson, Kara Fachting, Cori Lucynski, and Mike Jackson.

Absent: Rusty Showalter

Others officers in attendance: Acting secretary/zoning administrator, John Dantzer

All stood for the Pledge of Allegiance.

Chairperson Lucynski opened the public hearing at 6:01 pm to take comment on a special use permit. Chairperson Lucynski noted the applicant, Richard Wing, owner of West Branch Provisional Center LLC was seeking a use permit to allow a marijuana retail center in the General Business District (GB). The location of the proposed business is 518 E. Houghton Ave.

Member DeRoso asked to abstain from voting on any issues with Mr. Wing due to a conflict of interest due to a financial interest as she was the real estate agent acting on behalf of the applicant.

MOTION BY FACHTING, SECOND BY JACKSON, TO ALLOW MEMBER DEROSO TO ABSTAIN FROM VOTING DUE TO A CONFLICT OF INTEREST.

Yes — David, DeRoso, Erickson, Fachting, Jackson, Lucynski

No - None Absent - Showalter Motion carried

Zoning administrator Dantzer shared that he had not received any correspondence on the permit.

Scott Bell from Lapham and Associates, on behalf of the West Branch Provisional Center, presented the site plans including discussion of the setbacks and parking. He noted the setbacks were currently not met for that district making it a nonconforming lot but that the footprint of the building would not change therefore allowing the nonconformity to continue. Administrator Dantzer confirmed that the building was nonconforming and was allowed to continue as long as the footprint of the building was not changed. He further noted he did not see any issues with the plans presented.

Rick Wing presented his plans for the building including the interior and exterior remodeling plans.

Mike Kaspar introduced himself to the Commission, noting he would be the manager for the business and went over the product that the business would merchandise.

Member DeRoso noted she did tour one of Mr. Wing's other businesses and noted it was really nice.

Member Erickson noted he did not see any issues with the plans and liked the design. The distance requirements were discussed and it was noted that marijuana retail centers were not allowed to be within 500' of a school, day care center, park, or rehabilitation center. Administrator Dantzer noted the only property in those classifications in that area were the little league ball fields which were approximately 643' from the property.

Member Jackson noted he did not see anything objectionable in the plans.

Member David noted he did not see any issues with the plans.

Member Erickson noted he heard that the plans were for a micro grow operation as well as retail. Mr. Wing noted there were no plans for growing and only for retail.

No one else wished to speak on the subject.

MOTION BY LUCYNSKI, SECOND BY JACKSON, TO APPROVE THE CLOSING OF THE PUBLIC HEARING AT 6:16 PM.

MOTION BY JACKSON, SECOND BY DEROSO, TO EXCUSE MEMBER SHOWALTER FROM THE MEETING.

Yes — David, DeRoso, Erickson, Fachting, Jackson, Lucynski

MOTION BY DAVID, SECOND BY FACHTING, TO APPROVE THE MINUTES FROM THE MEETING HELD NOVEMBER 9, 2022.

Yes — David, DeRoso, Erickson, Fachting, Jackson, Lucynski

No – None Absent – Showalter Motion carried

MOTION BY JACKSON, SECOND BY ERICKSON, TO APPROVE THE SPECIAL USE PERMIT SUBMITTED BY RICH WING FOR THE PROPERTY COMMONLY KNOWN AS 518 E. HOUGHTON AVE BECAUSE THE PLANS MEET ALL OF THE GENERAL REQUIRMENTS FOR A SPECIAL USE, IS

COMPATIBLE WITH THE ADJACENT USES, DOES NOT BURDEN PUBLIC SERVICES, AND DOES NOT IMPACT TRAFFIC SAFETY.

Yes — David, Ericks	on, Fachting, Jackson, Lucy	nski	
No – None	Absent –Showalter	Abstain- DeRoso	Motion carrie
	******	******	
MOTION BY LUCYN	SKI, SECOND BY FACHTING, SUBMITTED.	TO APPROVE ZONING PERI	MIT ZP 22-29 FOR
Yes — David, Ericks	on, Fachting, Jackson, Lucyi	nski	
No - None	Absent –Showalter	Abstain- DeRoso	Motion carried
	******	*****	
	ON, SECOND BY FACHTING, T RSON AND MEMBER BOB D		
Yes — David, DeRo	so, Erickson, Fachting, Jacks	on, Lucynski	
No – None	Absent –Showalter	Motion ca	rried

The Commission discussed updates to the six-year capital improvement plans. Administrator Dantzer noted many of the additions to the plan were to include water funding projects that could be funded by current State water programs. A breakdown of the projects in the plan were as follows:

<u>Department</u>	Project Description	Capital Costs	2023	2024	2025	2026	2027	2028
Parks	Gathering place	\$400,000.00	\$400,000.00					
Parks	Irons Park ADA handicap addition	\$100,000.00				\$100,000.00		
Parks	Irons Park amphitheater	\$100,000.00			\$100,000.00			
Parks	Farmers Market	\$200,000.00					\$200,000.00	
Equipment	Backhoe	125,000.00		\$125,000				
Equipment	Generators at City Hall and PD	\$30,000.00						\$30,000.00
Equipment	Palice Vehicle	\$150,000.00	\$50,000.00		\$50,000.00		\$50,000.00	
Equipment	Vactor Truck rebuild	\$100,000.00			\$100,000.00			
Equipment	Loader	\$150,000.00				\$150,000.00		
Streets	Wright St.	\$115,000.00	\$115,000.00					
Streets	Columbus	\$200,00.00				\$200,000.00		
Streets	N. 4th St.	\$200,000.00			\$200,000.00			
Streets	Progress St	\$250,000.00					\$250,000.00	
Streets	Houghton Ave streetscape	\$1,500,000.00		\$1,500,000.00				
Water	Houghton Ave. (Fairview to Court St.)	\$1,200,000.00		\$1,200,000.00				
Water	Iron Removal Plant	\$1,700,000.00		\$1,700,000.00				
Water/Streets	M-30 Development Extension	\$1,000,000.00		\$1,000,000.00				
Water	Tower Painting	\$200,000.00					\$200,000.00	
Water	Well 5 Rehab	\$45,000.00	\$45,000.00					
Water	New water tower	\$2,000,000.00			\$2,000,000.00			
Water	Replace approx. 25,800lf aging main	\$6,500,000.00		\$2,250,000.00	\$2,250,000.00	\$2,000,000.00		
Water	Meter Change out	\$100,000.00	\$50,000.00	\$50,000.00				
Sidewalk	Business loop sidewalk connection	\$55,000.00	\$55,000.00					
Water	Install new water main for looping	\$545,000.00		\$272,500.00	\$272,500.00			
Water	Install new meter to connect to Twp.	\$75,000.00		\$75,000.00				
Water	Install mixing valve in tower	\$50,000.00			\$50,000.00			
Sewer	Replace 4th St. river crossing	\$90,000.00				\$90,000.00		
Sewer	Repair manholes throughout City	\$100,000.00				\$100,000.00		
Storm Sewer	Replace undersized Storm sewer 4th St	\$1,000,000.00					\$1,000,000.00	
Water	Install water main to connect to Twp.	\$425,000.00		\$425,000.00				

MOTION BY LUCYNSKI, SECOND BY JACKSON, TO APPROVE THE 2023-2028 SIX-YEAR CAPTIAL IMPROVEMENT PLAN AS SUBMITTED.

Yes — David, DeRoso, Erickson, Fachting, Jackson, Lucynski

No – None Absent – Showalter Motion carried

A reminder was shared that their annual joint meeting with City Council and the DDA was scheduled for Monday, February 7th at 6:00 pm.

Member David noted the siding on the south east corner of the warming house was loose. He also noted that he while understanding why they were taken down, was sad to see more trees taken down at the park.

Member DeRoso noted she was recently appointed to the Ogemaw Township Planning and Recreation Committee.

Member DeRoso also noted she was approached by a developer looking at the vacant City property in the industrial park wondering about the possibility of rezoning that area to multifamily to develop into housing. The Commission discussed the possibility and addressed such issues as buffers and that the parcel was the only vacant spot left in the industrial park and although it may be vacant for some time was more valuable to have available to help recruit businesses and create more jobs. It was the consensus at this time to not be in favor of looking at rezoning that property.

Member Jackson noted it was extremely busy traffic wise in town for Christmas and New Year's this year and that it was finally slowing down.

Member Fachting commended this year's Christmas parade noting it was well done.

Member Erickson noted how well the town looked and how clean it was around town. Chairperson Lucynski noted the Ogemaw Fair Board was looking at bring back a bike and concert weekend which would help bring tourism to the area.

Chairperson Lucynski also gave an update on the MyMichigan clinic and noted it was planned to be opened for patients in March.

Acting secretary Dantzer presented a training program through the Michigan Association of Planners noting it was four series each an hour and a half long. It was the consensus to participate in the webinar training program and schedule a meeting for the 4th Tuesday in February and cancel the regular meeting scheduled for the second Tuesday. They would then schedule the rest of the trainings after their first meeting.

Meeting was adjourned at 6:56 pm

<u>Department</u>	Project Description	Capital Costs	2023	2024	2025	2026	2027	2028
Parks	Gathering place	\$400,000.00	\$400,000.00					
Parks	Irons Park ADA handicap addition	\$100,000.00				\$100,000.00		
Parks	Irons Park amphitheater	\$100,000.00			\$100,000.00			
Parks	Farmers Market	\$200,000.00		_			\$200,000.00	
Equipment	Backhoe	125,000.00		\$125,000				
Equipment	Generators at City Hall and PD	\$30,000.00						\$30,000.00
Equipment	Police Vehicle	\$150,000.00	\$50,000.00		\$50,000.00		\$50,000.00	
Equipment	Vactor Truck rebuild	\$100,000.00		_	\$100,000.00			
Equipment	Loader	\$150,000.00				\$150,000.00		
Streets	Wright St.	\$115,000.00	\$115,000.00					
Streets	Columbus	\$200,00.00				\$200,000.00) 	
Streets	N. 4th St.	\$200,000.00			\$200,000.00			
Streets	Progress St	\$250,000.00					\$250,000.00	
Streets	Houghton Ave streetscape	\$1,500,000.00		\$1,500,000.00				
Water	Houghton Ave. (Fairview to Court St.)	\$1,200,000.00		\$1,200,000.00				
Water	Iron Removal Plant	\$1,700,000.00		\$1,700,000.00				
Water/Streets	M-30 Development Extension	\$1,000,000.00		\$1,000,000.00				
Water	Tower Painting	\$200,000.00					\$200,000.00	
Water	Well 5 Rehab	\$45,000.00	\$45,000.00					
Water	New water tower	\$2,000,000.00			\$2,000,000.00			
Water	Replace approx. 25,800lf aging main	\$6,500,000.00		\$2,250,000.00	\$2,250,000.00	\$2,000,000.00		
Water	Meter Change out	\$100,000.00	\$50,000.00	\$50,000.00				
Sidewalk	Business loop sidewalk connection	\$55,000.00	\$55,000.00					
Water	Install new water main for looping	\$545,000.00		\$272,500.00	\$272,500.00			
Water	Install new meter to connect to Twp.	\$75,000.00		\$75,000.00				
Water	Install mixing valve in tower	\$50,000.00			\$50,000.00			
Sewer	Replace 4th St. river crossing	\$90,000.00				\$90,000.00		
Sewer	Repair manholes throughout City	\$100,000.00				\$100,000.00		
Storm Sewer	Replace undersized Storm sewer 4th St	\$1,000,000.00					\$1,000,000.00	
Water	Install water main to connect to Twp.	\$425,000.00		\$425,000.00				