



COMMERCIAL CANNABIS  
BUSINESS PERMIT  
APPLICATION  
(Retail Applications)

City of Santee  
10601 Magnolia Ave  
Santee, CA 92071  
Email:  
cannabisinfo@cityofsanteeca.gov

APPLICANT/ENTITY INFORMATION

Applicant (Entlty) Name: Mission Gorge Ventures, LLC DBA: Wellgreens Dispensary

Physical Address: 6859 Federal Blvd Lemon Grove CA 91945  
*Street City State Zip*

Primary Contact: Luis Ituarte Title: Director of Compliance

Mailing Address: 6859 Federal Blvd Lemon Grove California 91945  
*Street City State Zip*

Phone Number: 619-410-2886 Email: luis@wellgreens.store

HAS ANY INDIVIDUAL IN THIS APPLICATION APPLIED FOR ANY OTHER CANNABIS PERMIT IN THE CITY OF SANTEE? ☐ Yes ☒ No

Indicate whether you intend to operate a Microbusiness with Retail. ☐ Yes ☐ No

Business Formation: Describe how the business is organized.

☐ Sole Partnership ☐ Corporation ☐ S-Corporation ☐ Limited Partnership ☒ Limited Liability Company  
☐ Other (please describe): \_\_\_\_\_

PROPOSED LOCATION

Property Owner Name: Christopher Garmo

Proposed Location Address: 7751 Mission Gorge Rd Santee California 92071-3306  
*Street City State Zip*

Property Owner Phone Number: 619-200-4017 Email: [REDACTED]

Zoning Clearance Letter : ☒ Yes ☐ No

Assessor's Parcel Number (APN): 386-701-08-00

APPLICATION SUBMITTAL CHECKLIST

Applications must be submitted online via the City of Santee's Permitting and Licensing Portal. Applicants failing to submit any of the following will be deemed incomplete and will not move forward in the application process:

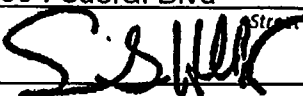
- ✓ A complete and signed Commercial Cannabis Business Permit Application form and Evaluation Criteria. The evaluation criteria response is limited to 125 pages.
- ✓ A signed Financial Responsibility, Indemnity and Consent to Inspection Agreement form.
- ✓ A signed Agreement to Limitations of City Liability and Indemnification to City form.
- ✓ Verification of Live Scan background submittal
- ✓ A signed and notarized Property Owner Consent/Landlord Affidavit.
- ✓ Proof of Insurance or Letter of Insurability from the Insurance Company
- ✓ Proof of Capitalization
- ✓ Zoning Verification Letter.
- ✓ Application Fee. (Note that this fee should be submitted in person to the City).

**OWNER INFORMATION**


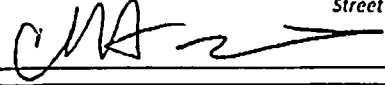
For the purpose of this section, "owner" shall have the same meaning as the word "owner" set forth Santee Municipal Code Section 7.04.060, which includes any of the following:

1. A person with an aggregate ownership interest of 10 percent or more in the commercial cannabis business, unless the interest is solely a security, lien, or encumbrance;
2. An individual who manages, directs, or controls the operations of the commercial cannabis business, including but not limited to: A) member of the board of directors of a nonprofit; B) A general partner of a commercial cannabis business that is organized as a partnership; C) A non-member manager or manager of a commercial cannabis business that is organized as a limited liability company; D) The trustee(s) and all persons who have control of the trust and / or the commercial cannabis business that is held in trust; E) An individual with the authority to provide strategic direction and oversight for the overall operations of the commercial cannabis business, such as the chief executive officer, president or their equivalent, or an officer, director, vice president, general manager or their equivalent; F) An individual with the authority to execute contracts on behalf of the commercial cannabis business.



Ownership percentages should total 100%. If any individual(s) own(s) less than 10%, list the number of individuals who own less than 10% and the total percentage to reach 100%. For example, If John Doe owns 5%, Joe Smith owns 8%, and Mary Jones owns 9% state at the bottom of this form that three individuals own 22% so that the total will equal 100% once you individually include all those who own 10% or more.

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	<u>70%</u>	Background Information Is Included as required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	<u>Wellgreens 2.0 LLC - Sarmad Hallak</u>	Title:	<u>Managing Member</u>	
Address:	<u>6859 Federal Blvd</u>	<u>Lemon Grove</u>	<u>CA</u>	<u>91945</u>
	Street	City	State	Zip
Signature:			Date:	<u>10-23-24</u>

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	<u>30%</u>	Background Information Is Included as required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	<u>Christopher Garmo (Mission Gorge Center LLC)</u>	Title:	<u>Community Relations Contact</u>	
Address:				
	Street	City	State	Zip
Signature:			Date:	<u>10-24-2024</u>

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	<u>0%</u>	Background Information Is Included as required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	<u>Guilhem M. Castagne</u>	Title:	<u>CFO</u>	
Address:				
	Street	City	State	Zip
Signature:			Date:	<u>10/23/2024</u>

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.				
Ownership %	_____	Background Information Is Included as required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Owner Name:	_____	Title:	_____	
Address:	_____	_____	_____	_____
	Street	City	State	Zip
Signature:	_____		Date:	_____

Add more pages as necessary to accommodate all Commercial Cannabis Business Owners



**OWNER INFORMATION**

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2. An individual who manages, directs, or controls the operations of the commercial cannabis business, including but not limited to: A) member of the board of directors of a nonprofit; B) A general partner of a commercial cannabis business that is organized as a partnership; C) A non-member manager or manager of a commercial cannabis business that is organized as a limited liability company; D) The trustee(s) and all persons who have control of the trust and / or the commercial cannabis business that is held in trust; E) An individual with the authority to provide strategic direction and oversight for the overall operations of the commercial cannabis business, such as the chief executive officer, president or their equivalent, or an officer, director, vice president, general manager or their equivalent; F) An individual with the authority to execute contracts on behalf of the commercial cannabis business.

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Ownership % 35% (50% ownership Wellgreens 2.0) Background Information Is Included as required? ☒ Yes ☐ No

Owner Name: Sarmad Hallak Title: COO Member

Address: [REDACTED]  
Street City State Zip

Signature: [Signature] Date: 10-23-24

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % 35% (50% ownership Wellgreens 2.0) Background Information Is Included as required? ☒ Yes ☐ No

Owner Name: Bessma Loussia Title: CEO Member

Address: [REDACTED]  
Street City State Zip

Signature: [Signature] Date: 10-23-24

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % \_\_\_\_\_ Background Information Is Included as required? ☐ Yes ☐ No

Owner Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I declare under the penalty of perjury that the information provided on this disclosure form is true and accurate to the best of my knowledge.

Ownership % \_\_\_\_\_ Background Information Is Included as required? ☐ Yes ☐ No

Owner Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Add more pages as necessary to accommodate all Commercial Cannabis Business Owners

## SUPPORTING INFORMATION

List all fictitious business names the applicant is operating under including the address where each business is located:

Wellgreens operates the following businesses: Wellgreens - Lemon Grove, located at 6869 Federal Blvd., Lemon Grove, CA 91945 under Federal and College Group, Inc. (C10-0000860-LIC); Jungle Boys San Diego, located at 8160 Parkway Dr., La Mesa, CA 91942 under Parkway Ventures, LLC (C10-0000904-LIC); Wellgreens - Vista, located at 954 S Santa Fe Ave., Vista, CA 92084 under South Santa Fe Ventures, Inc. (C10-0000550-LIC); Wellgreens - Chula Vista, located at 1214 Broadway, Chula Vista, CA 91911 under Harvest of Chula Vista, LLC (C10-0001062-LIC); Wellgreens - University, located at 7180 University Ave., La Mesa, CA 91942 under PCH Retail Partners II, LLC (C10-0000790-LIC); Wellgreens - Encinitas, located at 211 N El Camino Real, Encinitas, CA 92024 under ECRENCINITAS4, LLC (C10-0001404-LIC); Wellgreens - Lake Murray, located at 5301 Lake Murray Blvd., La Mesa, CA 91942 under Lake Murray Ventures, LLC (C10-0000829-LIC); Wellgreens - Balboa, located at 8039 Balboa Ave. Ste. B, San Diego, CA 92111 under COSDD61 LLC (C10-0001411-LIC); and Wellgreens - Home, located at 4333 Home Ave., San Diego, CA 92105 under RW HOME, LLC (C10-0001410-LIC).

Has the Applicant or any of its owners been the subject of any administrative action, including but not limited to suspension, denial, or revocation of a cannabis business license at any time in the previous five (5) years? If so, please list and explain:

No

Is the Applicant or any of its owners currently involved in an application process in any other jurisdiction(s)? If so, which jurisdiction(s)?

Yes: Chula Vista, San Diego, La Mesa, Lemon Grove, Encinitas, Fresno, and Lynwood

## APPLICATION CERTIFICATION

I hereby certify, under penalty of perjury, on behalf of myself and all owners, corporate officers, partners, and managers identified in this application that the statements and information furnished in this application and the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief. I understand that a misrepresentation of fact is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

In addition, I understand that the filing of this application grants the City of Santee permission to reproduce submitted materials for distribution to staff, Commissions, Boards and City Council Members, and other Agencies to process the application. Nothing in this consent, however, shall entitle any person to make use of the intellectual property in plans, exhibits, and photographs for any purpose unrelated to the City's consideration of this application.

Furthermore, by submitting this application, I understand and agree that any business resulting from an approval shall be maintained and operated in accordance with requirements of the City of Santee Municipal Code and State law.

Under penalty of perjury, I hereby declare that the information contained in within and submitted with the application is true, complete, and accurate. I understand that a misrepresentation of the facts is cause for rejection of this application, denial of a license or revocation of an issued license. I further authorize the City, its agents, and employees to seek verification of the information contained in the application.

Sarmad Hallak

Name

Mengyue Ma

Title

S. S. Hallak

Signature

10/23/24

Date

For information required as part of the application process, see the Application Procedures and Review Criteria, City of Santee Municipal Code Chapter 7.04. All documents can be found online at <https://www.cityofsanteeca.gov/business/cannabis-business>. For questions, please email: [cannabisinfo@cityofsanteeca.gov](mailto:cannabisinfo@cityofsanteeca.gov).

# WELLGREENS



## **CITY OF SANTEE COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION**

Proprietary & Confidential Information.



# SECTION A. BUSINESS PLAN



## WELLGREENS

Proprietary & Confidential Information

## SECTION A. BUSINESS PLAN

As one of San Diego County's largest and most experienced cannabis operators, Wellgreens offers a personalized, supportive, and efficient shopping experience for wellness cannabis products. If awarded a license, Wellgreens is equipped to operate in Santee and provide safe access to adult-use cannabis for adults ages 21 and over and medical cannabis for qualified patients and primary caregivers. Every detail of the proposed retail location will be curated to ensure a seamless and comfortable experience for the Santee community.

This Business Plan outlines Wellgreens' business model for Santee and covers the following topics: (1) Startup Costs and Proof of Capitalization; (2) Three Year Pro Forma; (3) Timeline for Commencing Operations; and (4) Day-to-Day Operations. It validates that Wellgreens is the most qualified applicant to operate a cannabis retail storefront in Santee. Our commitment to responsible operation, job creation and security, and profitability, which will be dispersed back into the community, makes Wellgreens the ideal choice for Santee.





## 1. FINANCES

### 1.A. STARTUP COSTS

Wellgreens has devised the following budget to cover startup costs associated with the proposed dispensary. The startup budget below is based on our experience launching and building out seven (7) retail store fronts in San Diego County.

Licensing	Architect	\$50,000
Licensing	Engineer	\$10,000
Licensing	Interior Design	\$8,500
Licensing	Corporate Fees	\$5,000
Licensing	Legal	\$5,000
Licensing	City Fees	\$25,711
Licensing	State Fees	\$96,000
Operating	Marketing	\$50,000
Operating	Apparel/Uniforms	\$1,500
Operating	Utilities and Maintenance	\$1,500
Operating	Social Media / Google Listing	\$2,000
Operating	Pre-launch Rent	\$25,000
Operating	Billboards	\$10,000
Buildout	Buildout	\$600,000
Buildout	Back of House	\$15,000
Buildout	POS Software	\$1,000
Buildout	Security	\$30,000
Operating	Security Personnel	\$100,000
Buildout	Telephone System & Wi-Fi	\$1,000
Buildout	Safe	\$20,000
Buildout	Signage	\$20,000
Operating	Working Capital	\$391,000
Buildout	Computer Equipment	\$5,000
Operating	Payroll (3 Months)	\$545,516
Operating	Inventory	\$500,000
<b>Total Startup Costs</b>		<b>\$2,518,727</b>

Wellgreens understands that regulatory compliance is the foundation of financial growth. As such, we

have set aside nearly \$75,000 in our Year 1 budget for professional and legal fees. In addition to compliance-related expenditures, we have budgeted \$620,000 in buildout costs including signage, furniture, and fixtures. We have also dedicated \$67,000 for computer equipment (computers, iPad, point-of-sale terminals, etc.) and security and surveillance systems.

After completion of the initial buildout, we anticipate our remaining major startup expenditure will consist of operating expenses (employee payroll, training, 3-month staffing, etc.) in the amount of \$545,516. and initial inventory expenses totaling \$500,000. We understand that liquidity is key to meeting our financial obligations and maintaining our economic stability; therefore, we have included a cash reserve of \$391,000 to ensure that we can address any issue that arises.

Moreover, we anticipate a minimal sales ramp-up time due to our experience in the cannabis industry, our proven growth rate, and our comprehensive employee training program. In light of our expectation of relatively strong sales in Year 1 and substantial initial funding detailed in the Proof of Capitalization section below, we are confident in our projection of a positive net income at our Santee dispensary in Year 1 and beyond, as shown on our pro forma.

Wellgreens has included Proof of Capitalization. Owner Sam Hallak has supplied proof of liquid capital in the amount of [REDACTED]. The source of funds is Wellgreens parent organization and internal business funds. Owner Sam Hallak has attested the funds are unencumbered and have been pledged for the establishment of a Wellgreens retail storefront in Santee. The funds sufficiently cover startup costs plus more than three (3) months of operations

### 1.B. PRO FORMA

As illustrated by our pro forma, our financial reporting will comply with generally accepted accounting principles, using the accrual method of accounting and the first-in, first-out method of inventory management. Based on these principles, we project a gross income of \$8,481,695 in Year 1, \$ 11,952,869 in Year 2, \$15,670,224 in Year 3, and \$18,543,778 in

Year 4, when we hit full capacity. Our model projects 400–950 visitors per day with an average purchase expenditure of \$55. The \$55 average purchase is based on the actual sales data from our locations

in San Diego County. We are confident in our ability to deliver on this model. Please note, our first year is partial as it includes the time to construct our building and buildout the location.

REVENUES	Year 1	Year 2	Year 3
<b>In-store Sales</b>			
Batteries/Devices	141,679	188,153	225,211
Cartridges	1,617,946	1,926,223	2,961,066
Concentrates	307,348	408,165	488,555
Disposables	1,116,176	1,482,309	1,774,256
Edibles	388,629	516,109	617,759
Flower	3,822,182	5,075,952	6,075,685
Glass/Paraphernalia	256	339	406
Pills/Capsules/ Tablets	40,203	53,390	63,906
Pre-Roll	1,662,863	2,208,323	2,643,263
Tinctures	39,058	51,871	62,087
Topicals	19,088	25,349	30,342
Vape	687	912	1,092
Wellness	4,237	5,627	6,735
<b>Total In-Store Sales</b>	<b>\$9,933,269</b>	<b>\$13,191,624</b>	<b>\$15,789,778</b>
<b>Delivery Sales</b>	<b>\$2,019,600</b>	<b>\$ 2,478,600</b>	<b>\$ 2,754,000</b>
<b>Gross Revenues</b>	<b>\$11,952,869</b>	<b>\$ 15,670,224</b>	<b>\$18,543,778</b>
<b>Cost of Goods Sold</b>	<b>5,402,338</b>	<b>7,082,471</b>	<b>8,381,231</b>
<b>Gross Profit</b>	<b>9,867,452</b>	<b>12,936,240</b>	<b>15,308,445</b>
<b>EXPENSES</b>	<b>\$4,665,269</b>	<b>\$5,153,177</b>	<b>\$5,398,193</b>
<b>Net Other Income</b>	<b>188,153</b>	<b>235,722</b>	<b>265,618</b>
<b>EBITDA</b>	<b>\$5,390,336</b>	<b>\$8,018,785</b>	<b>\$10,175,870</b>
<b>NET INCOME (LOSS)</b>	<b>\$2,805,464</b>	<b>\$4,590,141</b>	<b>\$6,074,418</b>

## PRO FORMA ASSUMPTIONS

### REVENUE

Wellgreens' proposed Santee dispensary has been financially modeled using a number of different metrics to arrive at our estimated revenue of \$11 million to \$18.5 million per year. Our model takes the local population and surrounding area, the number of licensed storefronts, cannabis usage rates in San Diego County, and the ratio of storefronts to population into account.

First, we considered the population in Santee and the surrounding area and estimated the number of cannabis users. The population of Santee is 59,051. We also considered the population to the north in Lakeside due to Lakeside's ban on cannabis businesses, as well as northern El Cajon because there is only one dispensary there. Our 5-mile radius estimates approximately 290,084 individuals live in and around Santee and within a 5-mile radius.

The National Survey on Drug Use and Health reports that San Diego County's most recent 30-day reported cannabis usage rate of 11.66%, which we slightly increased to 13% to correct under-reporting bias. Based on a 13% usage rate, we estimate that Santee and the surrounding area has 37,710 monthly

cannabis users, including 7,676 Santee residents. Based on this estimate, we believe there is a sufficient local population to support our pro forma estimates.

Second, we considered our location, 7751 Mission Gorge Road. Mission Gorge Road is a major thoroughfare that serves as a primary route through the City. It serves both local and through traffic and connects to Highway 52. Highway 52 at Mission Gorge Road sees approximately an average of 7,200 cars per day. This means an estimated 936 cannabis users will be driving on Mission Gorge Road each day based on an estimated 13% usage rate. The location provides convenient access to a variety of transient customers in addition to local residents.

Third, we considered the physical space. This store's physical space is approximately 2,500 square feet, which sufficiently maximizes the sales floor and meets the needed back-of-house requirements. We expect that the main driver of sales to this location will be flower but will also bolster this number with sales of edibles, concentrates, topicals, and pre-rolls. This store's demographics meet similar metrics of Wellgreens -affiliated dispensaries in Southern California. As a result, we are confident the location will be able to service upwards of 950 customers or more per day at full capacity





## OPERATING EXPENSES

EXPENSES	Year 1	Year 2	Year 3
<b>General &amp; Administrative</b>			
Administrative Expense	\$ 542	\$ 575	\$ 611
Advertising & Promotion Expense	\$ 167,102	\$ 274,554	\$ 295,784
Automobile Expense	\$ 2,867	\$ 3,044	\$ 3,231
Bank Service Charges	\$ 18,997	\$ 20,169	\$ 21,413
Computer and Software Expense	\$ 22,954	\$ 24,370	\$ 25,873
Contractor Expense	\$ 90,536	\$ 96,120	\$ 102,049
Community Benefit Expense	\$ 496,663	\$ 659,581	\$ 789,489
Donation Expense	\$ 3,482	\$ 3,697	\$ 3,925
Dues and Subscription Expense	\$ 1,741	\$ 1,848	\$ 1,962
Employee Background Check Expense	\$ 2,196	\$ 2,332	\$ 2,476
Employee Benefits Expense	\$ 36,211	\$ 38,445	\$ 40,816
Gifts	\$ 1,185	\$ 1,258	\$ 1,336
Insurance Expense	\$ 48,335	\$ 51,316	\$ 54,481
Meals and Entertainment	\$ 7,114	\$ 7,553	\$ 8,019
Office Supplies Expense	\$ 60,512	\$ 64,244	\$ 68,207
Payroll Expenses: Wages	\$ 2,182,065	\$ 2,182,065	\$ 2,208,065
Payroll Expenses: 401K	\$ 15,756	\$ 16,727	\$ 17,759
Payroll Expenses: Health Insurance	\$ 239,821	\$ 261,848	\$ 264,968
Payroll Expenses: Social Security	\$ 123,908	\$ 135,288	\$ 136,900
Payroll Expenses: Medicare	\$ 28,978	\$ 31,640	\$ 32,017
Payroll Expenses: FUTA	\$ 119,911	\$ 130,924	\$ 132,484
Payroll Expenses: CA SUI	\$ 117,912	\$ 128,742	\$ 130,276
Payroll Expenses: Workman's Comp Insurance	\$ 91,931	\$ 100,375	\$ 101,571
POS System Expense	\$ 19,340	\$ 20,533	\$ 21,799
Postage and Shipping Expenses	\$ 729	\$ 774	\$ 822
Professional Fees	\$ 17,898	\$ 19,002	\$ 20,174
Professional Fees:Accounting Expense	\$ 19,858	\$ 21,083	\$ 22,383
Professional Fees:Consulting Fee	\$ 0	\$ 102,026	\$ 108,319
Professional Fees:Legal Expense	\$ 31,064	\$ 32,980	\$ 35,014
Rent Expense	\$ 300,000	\$ 300,000	\$ 300,000
Repairs and Maintenance Expense	\$ 43,716	\$ 46,413	\$ 49,275
Security Expense	\$ 239,531	\$ 254,305	\$ 269,990
Taxes & Licenses Expense	\$ 75,337	\$ 79,983	\$ 84,916
Telephone Expense	\$ 2,410	\$ 2,559	\$ 2,716
Travel Expense	\$ 1,357	\$ 1,441	\$ 1,530
Uniforms	\$ 864	\$ 917	\$ 973
Utilities Expense	\$ 32,446	\$ 34,447	\$ 36,572
<b>Total Expenses</b>	<b>\$ 4,665,269</b>	<b>\$ 5,153,177</b>	<b>\$ 5,398,193</b>

Wellgreens anticipates that the retail storefront will create 39 jobs at full capacity. This includes 13 management positions: 1 General Manager, 2 Assistant Managers, and 2 Inventory Managers. Additionally, we will establish 24 non-management roles: 20 Sales Associates, 4 Retail Leads, 5 Delivery Drivers, 2 Inventory Clerks, and 3 Receptionists. All employees will receive benefits as outlined in our Labor and Employment Plan. Our projected labor costs for the first year are detailed below. Should our revenue and daily sales surpass expectations, we will create additional jobs to better serve the Santee community.

Title	Year 1	Year 2	Year 3
General Manager	1	1	1
Assistant Manager	2	2	2
Retail Leads	4	4	4
Sales Associate	20	20	20
Delivery Driver	4	4	5
Inventory Clerk	2	2	2
Inventory Manager	2	2	2
Receptionist	3	3	3
Salary			
General Manager	68,640	68,640	68,640
Assistant Manager	61,360	61,360	61,360
Retail Leads	59,280	59,280	59,280
Sales Associate	55,120	55,120	55,120
Delivery Driver	52,000	52,000	52,000
Inventory Clerk	46,800	46,800	46,800
Inventory Manager	61,360	61,360	61,360
Receptionist	49,920	49,920	49,920
Total Payroll			
General Manager	68,640	68,640	68,640
Assistant Manager	122,720	122,720	122,720
Retail Leads	237,120	237,120	237,120
Sales Associate	1,102,400	1,102,400	1,102,400
Delivery Driver	208,000	208,000	260,000
Inventory Clerk	93,600	93,600	93,600
Inventory Manager	122,720	122,720	122,720
Receptionist	149,760	149,760	149,760
<b>Total:</b>	<b>2,104,960</b>	<b>2,104,960</b>	<b>2,156,960</b>

Our other operating expenses include expenses relating directly to Wellgreens operations that are not categorized within a revenue-generating department. Significant other operating expenses are discussed below.

**Advertising & Promotion:** Wellgreens has a robust advertising and promotions program, including product discounts. We anticipate that we will initially spend \$167,102 – \$295,704 on advertising and promotion-related expenses. This expenditure includes online advertising (such as Weedmaps and Leafly), social media, and outsourced marketing consultants.

**Bank Service Charge:** Wellgreens has a relationship with a banking institution. We pay \$17,894 plus per year in bank service fees in connection with banking activities. These fees ensure safe and secure banking without large sums of cash being maintained on-site.

**Community Benefits:** Wellgreens commits to providing 5% of gross receipts to our Community Benefits Program. This is expected to generate an estimated \$496,663 to \$789,489 in revenue for the City of Santee per year. The community benefits payment will be paid directly to the City.

**Legal, Professional, & Insurance:** Our legal, professional, and insurance expenses are estimated to be \$200,864 plus per year. This includes contemplated fees for corporate upkeep, agreements with vendors, contracting, communications with regulators, and other legal matters. As a member of the Wellgreens family of dispensaries, our Santee location will only need to pay for a fraction of the company's overall professional costs.

**Rent Expense:** Our rent expense for the next year is a flat \$300,000 for the year.

**Repairs & Maintenance:** We estimate repair and maintenance costs of \$40,000 to \$49,000 per year. The proposed location will be a newly constructed building that we will invest in annually to maintain. We believe that this cost is generous in light of the fact that we are significantly spending to improve the building premises for our buildout.

1.C. TIMELINE FOR OPENING

Wellgreens estimates that it will launch the proposed retail storefront in six (6) months. We have broken the timeline into five phases: (1) Construction; (2) Buildout; (3) State Licensure; (4) Obtaining Inventory and Training Staff; and (5) Conducting Neighborhood Outreach. The estimated timeline is based on consultation with Wellgreens' architect and general contractor. Thus, we are confident that we can deliver on the following timeline.

PHASE I:  
OBTAINING BUILDING PERMITS  
AND CONSTRUCTION

Wellgreens estimates that it will need approximately 4 to 6 months to obtain the necessary permits and for the property owner to construct the building. Owner and property owner Christopher Garmo recently redeveloped the property to include a Shell gas station. Mr. Garmo has financing in place and plans for a building for the Wellgreens retail storefront. The only pre-construction task left to complete is to obtain permits.

The first 20 days of the building permit phase will be dedicated to establishing the requirements for the buildout of the storefront, drafting construction documents and specifications, and submitting them to the City. The construction documents will describe the quality, configuration, size, and relationship of all components to be incorporated into the floor plan. Construction documents will be consistent with the plans included in this application and timeline.

Once the plans are approved, we estimate it will take 4 months to construct the building. Once the pre-construction phase is complete, the site preparation will begin. This phase typically lasts between 2 to 4 weeks. The first step is to clear and prepare the site. Any vegetation, debris, or existing structures are removed to make way for the new building. The ground will then be leveled, ensuring a stable base for the foundation. Temporary utilities, such as water and electricity, will be set up to support the construction activities. With the site cleared, the next step will be to lay the foundation. Excavation work will be conducted to create the necessary trenches

for the foundation. Concrete will be poured into these trenches to form a solid base. During this time, any required drainage systems will be installed to prevent water accumulation around the foundation. This phase is crucial as it sets the groundwork for the entire structure.

PHASE II:  
BUILDOUT

Wellgreens is excited to begin operations in Santee as soon as possible. As experienced operators, we have deep experience in building out a retail storefront for cannabis use. We have a local general contractor who we have worked with for our other locations in San Diego and we are ready to commence upon approval. We estimate that the building of the property will take approximately 19 weeks to complete. The construction and buildout are focused on building out the interior to match the premises diagram. Our proposed construction and buildout schedule is set forth below.

Phase	Week	Task Site
Site Preparation	1-2	Clear and prepare the site, set up temporary utilities
	3-4	Excavate and pour the foundation, install drainage systems
Construction	5-6	Frame the structure (walls, floors, roof)
	7-8	Continue framing, install exterior walls and roofing
	9-10	Install plumbing, electrical, and HVAC systems
	11-12	Conduct initial inspections, insulate and drywall the interior. The general contractor will frame the tenant space and build the floor plan identified on the premises diagram.
	13-14	Install windows, doors, fixtures, and casework, including custom displays. Paint walls and install signage.
Finishing	15-16	Schedule and pass final inspections
	17-18	Paint, install flooring, complete custom work. Sapphire Risk Advisory will install security technology into the tenant space
	19	Final walkthrough and cleanup



**PHASE 3:****STATE LICENSURE**

Upon approval from the City of Santee, Wellgreens will pursue our state licensure. We expect the issuance of the license to take 8–10 weeks. However, it may take longer due to backlogs at the Department of Cannabis Control.

**PHASE 4:****EMPLOYMENT RECRUITMENT**

The final phase of Wellgreens' preparation to launch the store is to hire employees, conduct training, and hold a grand opening. We will recruit a workforce that has local connections to Santee. The recruitment plan is set forth in our Community Benefits Plan. We will spend the two weeks before opening providing new employee training to our Santee storefront team. During the final two weeks, Wellgreens will also arrange for the initial inventory to be delivered to the storefront.

**PHASE 5:****NEIGHBORHOOD OUTREACH**

Throughout the entire buildout process, Wellgreens will conduct neighborhood outreach. Owner, Community Relations Contact, and local resident Chris Garmo will meet with neighbors within 600 feet of the proposed location. He will hold a community listening session to provide the community with a timeline and take note of community concerns. He will also meet with law enforcement, fire, and city officials to address any concerns they may have about the operations. Mr. Garmo will create an email list for communication purposes and supply his contact information to neighbors. One week prior to the grand opening, Wellgreens will hold an open house exclusively for neighbors. After the open house meeting, Wellgreens will host its grand opening.



### 1.D. BANKING

Wellgreens as a business enjoys comprehensive business banking with Safe Harbor Financial. If awarded a license in Santee, Wellgreens will have access to banking for our Santee location. Included

herewith are letters from Safe Harbor Financial attesting to Wellgreens has and will have the ability to bank for the Santee location.



## 2. DAILY OPERATIONS

This Operating Plan describes the manner in which Wellgreens will implement our best-in-class standard operating procedures to operate the dispensary in Santee. The Operating Plan is a critical requirement of Wellgreens' dispensary operations. The Operating Plan and any annual revisions will become an essential part of Wellgreens' day-to-day operations. Its purpose is to authorize Wellgreens to conduct activities and sell cannabis in accordance with the terms of our license and the laws and regulations of the State of California and City of Santee ("City").

### COMPLIANCE PROGRAM

Wellgreens understands that successfully operating any business starts with regulatory compliance. Regulatory compliance ensures uninterrupted operations and a productive and safe working environment for employees. This is critical in the cannabis industry, where regulatory frameworks are complex and evolving and unlicensed operators remain open. Wellgreens will ensure all employees appreciate the importance of compliance by taking a top-down approach to compliance, i.e. providing compliance-related education and training to all employees, from junior to senior levels.

Wellgreens will operate in compliance with the regulations promulgated by the California Department of Cannabis Control (DCC) and the City of Santee (City) and all other applicable laws and regulations. To ensure compliance, Wellgreens has invested in hiring a full-time experienced Compliance Officer on our company team. The Compliance Officer will be responsible for developing compliance plans and training materials for all staff and will perform unannounced audits and spot checks to ensure operations comply with regulations. When necessary, Wellgreens will bring in third-party compliance auditors or legal counsel to review operations.

### STANDARD OPERATING PROCEDURES

To standardize company policies and procedures and to ensure compliance with all applicable

government regulations and industry best practices, Wellgreens will operate under a documented system of standard operating procedures (SOPs). There are written SOPs to govern the major steps of all aspects of Wellgreens' business, including but not limited to, recordkeeping, sales, inventory control, quality control, security, and communications with regulators.

Wellgreens will maintain copies of all current and prior SOPs on the premises and provide copies to regulators upon request, per Section 15023(a) of DCC's regulations at Title 4, Division 19, of the California Code of Regulations (4 CCR). Copies of Wellgreens' SOPs will be maintained in the General Manager's back office both electronically and in hard copy. To ensure sensitive information remains confidential, electronic copies of the SOPs will be secured via password-protection, and hard copies will be stored in a locked, fireproof filing cabinet. Wellgreens' SOPs will be accessible only to retail storefront employees; management will further restrict access according to employee roles and responsibilities as needed for security purposes by providing unique keys or passwords to certain employees. Retail storefront employees will have ready access to relevant SOPs via tablets in the retail area, and management will produce Wellgreens' SOPs in either electronic or hard-copy form for regulators immediately upon request.

Wellgreens will review the SOPs at least quarterly from the issue date of the license and update as needed due to changes in industry standards or as requested by the City or the DCC. Wellgreens' executive team will review SOPs at our annual meeting. The Chief Operating Officer and Compliance Officer will present proposed changes to the SOPs for consideration. Furthermore, the executive team will incorporate changes to the SOPs due to changes in industry standards or as requested by the City or the DCC.

Wellgreens' written SOPs include, but are not limited to, the procedures summarized in this section. Wellgreens will provide the City and the DCC with any requested information within 24 hours, unless otherwise specified by the requesting regulator.



## **2.A. CUSTOMER CHECK-IN PROCEDURES (SMC § 7.04.360(B) - (C))**

Wellgreens will only sell cannabis to adult-use customers that have been verified to be over the age of 21 and medical patients that have been verified to be over the age of 18. 4 CCR § 15404(a)–(b); Santee Municipal Code (SMC) § 7.04.360(B). Wellgreens appreciates the public health interest in ensuring that minors do not access cannabis and takes this responsibility seriously. Wellgreens has implemented several policies to ensure that only individuals who are at least 21 years old or at least 18 years old with a valid doctor's recommendation and/or a Medical Marijuana Identification Card can enter the retail storefront and purchase cannabis. 4 CCR § 15400.

To verify a purchaser is of legal age, customers will be required to show government-issued identification and, if applicable, a doctor's recommendation, Medical Marijuana Identification Card (MMIC) issued by the California Department of Public Health, or both: (i) to enter the retail storefront; and (ii) at the point-of-sale station at the time of purchase. 4 CCR §§ 5402(a), 15404(a)–(b). SMC § 7.04.360(C). Doctor's recommendations will not be provided on-site. SMC § 7.04.360(C)

Upon entering the lobby, each individual will be greeted by Wellgreens' well-trained Receptionist, who will politely explain that age and identity verification are required to enter the retail area. Notices will be prominently posted at the entrance, stating that no person under the age of 21, with the exception of qualified patients over the age of 18, are permitted on the premises.

When inspecting customer identification, the Receptionist will confirm the date of birth to ensure customers are of legal age and will visually examine the height, hair, and eye color stated on the ID to ensure they match the customer's appearance. If necessary, the Receptionist will ask customers to remove hats and glasses. The Receptionist will also check that the ID is unexpired and contains a photograph of the customer. Wellgreens will provide

passport and ID scanning devices, compatible with the Dutchie point-of-sale system, to scan magnetic strips for authenticity, as well as a black light to check for applicable license logos.

Wellgreens recognizes that some customers will not be United States citizens and will present alternative proof of age and identity, such as passports. To facilitate verification of identifications from the United States and abroad, Wellgreens will train our employees on the identity verification procedures set forth in both the ID Checking Guide, U.S. & Canada Edition and the ID Checking Guide, International Edition, and will maintain copies of each guide at Reception and at each register for employees to reference on-the-job. Management will review these materials at least annually to ensure that Wellgreens possesses the latest edition with the most up-to-date rules and guidance. If an employee suspects a customer is presenting false or misleading documentation, the employee will deny the customer access to the facility.

The Receptionist will verify qualified patient or primary caregiver status by confirming the medical recommendations via the third-party verification website listed on the recommendation or calling the doctor; and reviewing and scanning any caregiver paperwork; and designating any caregiver in the patient's profile in the point-of-sale system. Under no circumstances will Wellgreens provide doctor recommendations at the retail storefront.

The Receptionist will invite verified customers and patients to form a line until a sales employee is available to escort them into the retail area, as described below.

## 2.B. LOCATION AND PROCEDURES FOR RECEIVING DELIVERIES

### SHIPMENT INTAKE LOCATION.



### SHIPMENT INTAKE PROCEDURES.

Wellgreens' shipment intake policies have been developed to ensure the secure, accurate receipt and recording of cannabis goods shipments from licensed distributors. 4 CCR § 15422(a). All shipments will occur in a Limited Access Area which only authorized personnel have access. Wellgreens will only accept cannabis deliveries Monday through Thursday between 9:00 a.m. and 5:00 p.m., outside of peak sales hours to minimize disruption. 4 CCR § 15422(b).

Once Wellgreens places an order with a California-licensed cannabis business, Wellgreens will coordinate with a licensed distributor to schedule a shipment with at least 72 hours' notice. Wellgreens keeps the delivery dates and times confidential between the distributor and Wellgreens' management team, and the delivery time will not be provided to Wellgreens employees until the day that the delivery is scheduled to arrive. For security reasons, deliveries will only be accepted if they are scheduled in advance.

Wellgreens requires that distributors confirm their estimated time of arrival at least two hours before

reaching the facility. Then, distribution drivers call Wellgreens 30 minutes prior to arrival and again when the driver parks at Wellgreens' facility. Upon arrival, the Security Officer will monitor the exterior of the premises to ensure no security threats are present before the distribution vehicle is allowed to approach the receiving area. Wellgreens' Security Officer will monitor the transaction remotely until the delivery has been completed and the driver leaves the Wellgreens facility.



Once the distributor agent is on-site in the lobby, Wellgreens' Inventory Manager will request a Metrc shipping manifest to check its validity and to confirm that Wellgreens' license number is present on the manifest. Once verified, the distributor agent, who will remain supervised at all times, will be escorted to Reception, where he or she will sign the Wellgreens' Visitor Log and will be provided with a visitor's badge that must be worn at all times within Wellgreens' facility. Wellgreens will collect and maintain in the Visitor Log: (i) the name of the distributor agent; (ii) the company the individual works for or is affiliated with; (iii) the reason the individual will enter any Limited Access Areas, if necessary; (iv) the date of the visit; and (v) the times the individual entered and exited any Limited Access Areas. 4 CCR § 15042(d).

### SHIPMENT INSPECTION

When a shipment arrives, after the distribution driver signs in, Wellgreens' Inventory Manager will inspect the shipment. Both a Manager and an Inventory Control Agent will be present to receive and oversee the delivery. Upon the vehicle's arrival, the product will be quickly unloaded into the secure receiving area, where it will be inspected, counted, and verified against the electronic shipping manifest provided by the distributor.



For track-and-trace and accounting purposes, the Inventory Manager will check the contents of each shipment to verify that it contains all of and only cannabis goods listed on the sales invoice or receipt. All shipments must be accompanied by an electronic shipping manifest generated before the distributor's departure. The manifest must include: variety and quantity or weight of products shipped; estimated and actual times of departure and arrival; and actual quantity or weight received. Additionally, the Inventory Manager will ensure that the cannabis goods have not been damaged, have compliant labels, and are not expired.

Wellgreens will reject cannabis goods that are: (i) not accurately reflected on the sales invoice or receipt; (ii) damaged; (iii) non-compliant with labeling requirements; or (iv) expired. When a shipping manifest includes several line items, the Intake Manager may choose to reject one or more of the line items that are defective or do not accurately reflect Wellgreens' order by ticking the appropriate "reject package" box on the shipping manifest within Metrc. Furthermore, if the number of items ordered does not reflect the number of items received in a shipment, the Intake Manager will document the actual number of items received in Metrc.

Once an order is deemed acceptable by the Inventory Manager, the Inventory Manager and distributor agent will each sign two copies of the final shipping manifest. Wellgreens will maintain one copy on file with a copy of the corresponding shipment invoice, and the other copy will be provided to the distribution driver. The distribution driver will then be escorted to Reception, where the driver will return their visitor badge and sign out on Wellgreens' Visitor Log. The shipment inspection process will be recorded by Wellgreens' video surveillance system. 4 CCR § 15044(d).

If a shipment is rejected, an authorized user will record the rejection (including the specific reason) in Metrc and on any relevant manifest, invoice, or sales receipt. 4 CCR § 15052.1(c). If the shipment is accepted, an authorized user will record the acceptance in Metrc. Shipment data will be entered

into Metrc within 24 hours of receiving the shipment. 4 CCR § 15049(b).

### INVENTORY STORAGE

[REDACTED] Wellgreens will track the movement of cannabis goods between storage and the sales floor using "Back Stock" and "Sales Floor" designations in the Dutchie system.

Wellgreens will ensure that the oldest stock of a cannabis product is distributed first by storing all cannabis goods using the first-in, first-out (FIFO) method. Furthermore, Wellgreens' point-of-sale system, Dutchie, will track product expiration dates and alert Wellgreens as these dates approach so that Wellgreens can prioritize sales of these products.

Cannabis goods will be stored under appropriate conditions to ensure that its packaging, strength, quality, and purity are not adversely affected. Management will routinely check temperature and humidity monitors to ensure that the cannabis storage area remains below 70 degrees Fahrenheit and at 60% relative humidity. Wellgreens will utilize and maintain an HVAC system to ensure proper environmental conditions for inventory storage. The vault area door will remain closed when not in use to prevent the entry of heat, light, and unwanted environmental contaminants that might compromise the integrity of the inventory.

Cannabis storage areas and equipment will be maintained in a clean and sanitary condition. Wellgreens will develop schedules with appropriate cleaning materials and methods to be used in each area of the facility. The cannabis storage areas will be cleaned during daily inventory counts and as needed. The staff member who cleans the cannabis storage area will record the task by signing and dating the associated cleaning log. Cleaning products will be clearly labeled and stored in a designated area away from any cannabis goods. All labeled directions will be followed when using cleaning products.

This storage area is designed to prevent unauthorized access by customers, vendors, and visitors. Only authorized employees, who are at least 21 years of age, will be permitted to enter this area. Any non-employee, such as outside vendors or contractors, who require access to the Limited Access Area, must be escorted by an authorized employee at all times. Wellgreens will maintain a log of all individuals who are not employees but are granted access to the Limited Access Area. This log will be available for inspection by the City Manager or the Sheriff's Department upon request.

## **2.C. POS SYSTEM AND LOCATIONS**

Wellgreens will have eight (8) POS locations, including one (1) POS station that complies with the Americans with Disabilities Act (ADA). Each register will be equipped with Dutchie point-of-sale software, which will facilitate compliance with daily sales limits, record identifying information about the customer and their purchase history (if consented to by the customer), and seamlessly integrate with Metrc, the State of California's track-and-trace system (Metrc or CCTT). Wellgreens will discontinue retail storefront operations if either the point-of-sale system or Metrc is inoperative and the store cannot otherwise adequately document business activities.

POS can authenticate its requests to Metrc. This ensures that data such as sales, inventory adjustments, and other transactions are accurately reported and synchronized in real time. It also helps maintain compliance with state regulations and keeps the retailer's operations running smoothly.

**COMPREHENSIVE TRACKING:** The Dutchie system will track and report on every aspect of Wellgreens' operations, including inventory levels, product movement, gross sales by weight, and individual sale transactions. This ensures that Wellgreens can provide detailed reports to the City of Santee, as required. All commercial cannabis activity shall be accurately recorded in the track and trace system. 4 CCR § 15047.2(b). Each of the following activities recorded in Metrc within 24 hours of occurrence: (1) Receipt of cannabis or cannabis products; (2) Rejection of transferred cannabis or cannabis products; (3) Manufacturing of cannabis or cannabis products; (4) Use of cannabis or cannabis product for internal quality control testing or product research and development; (5) Destruction or disposal of cannabis or cannabis products; (6) Packaging or repackaging of cannabis or cannabis products, if applicable; (7) Laboratory testing, including testing results; and (8) Sale or donation of cannabis or cannabis products. 4 CCR § 15049(b).

**GROSS SALES TRACKING:** Dutchie will accurately track and report gross sales, both by weight and by individual sale, ensuring that Wellgreens complies with all city and state reporting requirements. This capability includes the ability to produce detailed reports on sales trends, product popularity, and inventory turnover, which can be reviewed by the City Manager or the DCC as needed.

**HISTORICAL TRANSACTION DATA:** Dutchie is equipped to store and retrieve historical transaction data, providing a comprehensive audit trail for all cannabis products sold at Wellgreens. This historical data can be accessed and reviewed at any time.

**INVENTORY MANAGEMENT:** The Dutchie system will provide detailed tracking of inventory from the moment it is received at the facility to its sale. This includes recording the unique identifiers for all

Dutchie POS features real-time integration with Metrc and reports automatically actions performed in Dutchie POS to Metrc. Dutchie POS automatically reports sales, voids, and returns from the POS, as well as inventory adjustments in real time. Dutchie provides an API key that is crucial for the integration between Dutchie POS and Metrc. It acts as a secure identifier that allows Dutchie POS to communicate with Metrc's system. By using the API key, Dutchie

products, their storage location, and their status within the inventory. Any changes to inventory, whether due to sale, spoilage, or other reasons, will be immediately reflected in the system and reported to the Metrc.

**SYSTEM COMPATIBILITY:** Wellgreens will ensure that Dutchie is fully compatible with the City of Santee's recordkeeping systems and Metrc, the State of California's track-and-trace system. This will facilitate seamless data exchange between the cannabis business and city regulators, ensuring that all required information is readily available and can be reviewed or audited without delays.

**PACKAGE TAGS:** Through Dutchie, all cannabis goods on Wellgreens' premises will be assigned a package tag. 4 CCR § 15049(a). Through Dutchie, Wellgreens will verify that each cannabis good is associated with a package tag during intake. The Inventory Manager will discard package tags after they are no longer required for use. 4 CCR § 15048.2(c).

**TRACK-AND-TRACE ACCOUNT MANAGER:** Wellgreens' CCTT Account Manager, Sam Hallak, will be an owner and will complete state-mandated CCTT training within five calendar days of license issuance. 4 CCR § 15048(a)-(b) The Account Manager will also complete any other required CCTT training, including any orientation and continuing education. The Account Manager will then ensure that all authorized users are trained before they obtain their unique login credentials to access the CCTT system. Each authorized user will exclusively use their personal credentials to access CCTT and will never share account information with another individual. 4 CCR § 15048(c).

**INVENTORY DATA:** Within 30 calendar days of attending state-mandated CCTT training, the Account Manager or another authorized user will enter all required inventory information into Metrc and Dutchie. Thereafter, Wellgreens will report all required commercial cannabis activity in Metrc within 24 hours of occurrence, including sale, transfer,

transportation, receipt, return, and destruction or disposal of cannabis goods and any other activity as required by the DCC or the City of Santee.

**TRACK AND TRACE RECONCILIATIONS:** To ensure inventory is accurately reported, Wellgreens will perform an inventory reconciliation with the information recorded in the CCTT system. 4 CCR § 15051(a) This will occur on a weekly basis. Our Inventory Manager will reconcile on-hand inventory of cannabis good with records in Metrc. 4 CCR § 15051(a) (1) If we find a discrepancy between the on-hand inventory and the track and trace system, the Inventory Manager and Compliance Director will conduct an audit and notify the Department in writing if the discrepancy is significant.<sup>1</sup> 4 CCR 15051(b). We will also ensure that the CCTT Account Manager removes any users who are no longer authorized to use Metrc. 4 CCR §15051(a)(2).

**RECORDED INFORMATION:** For each activity reported in Metrc, Dutchie allows an authorized employee to record the following necessary identifying information in the POS system and Metrc: (i) name and type of the cannabis goods; (ii) UID of the cannabis goods; (iii) amount of the cannabis goods, by weight or count, as applicable; (iv) date and time of the activity or transaction; and (v) name and license number of other licensees involved in the activity or transaction. 4 CCR § 15049(c). Wellgreens' CCTT users will include a reason for making an adjustment if an adjustment is made to the quantity or cannabis goods. 4 CCR 15049(d).

**WASTE INFORMATION:** If cannabis goods are being destroyed or disposed of, Wellgreens will record the following information in the notes section of Dutchie: the name of the employee performing the destruction or disposal; and the method and reason for the destruction or disposal. 4 CCR §15049(c)(6).

**ERRORS:** Dutchie provides Wellgreens with tools to ensure accuracy and completeness of all information entered into Metrc, Wellgreens will correct any errors as soon as they are discovered. If an error

<sup>1</sup> A significant discrepancy in inventory means a five percent difference between the licensee's physical inventory and the inventory recorded in the track and trace system. 4 CCR §15034

is discovered in Metrc, the discovering employee notifies the CCTT Account Manager, who ensures that the error is corrected immediately.

**LOSS OF CONNECTIVITY:** If Wellgreens loses connectivity to Metrc, Wellgreens will not transport, receive, or deliver any cannabis goods until connectivity is restored and all information is recorded in Metrc. 4 CCR § 15050(b). During the period in which access is lost, Wellgreens will maintain comprehensive records detailing all commercial cannabis activities. 4 CCR § 15050(a). The events that will be recorded and associated information are described above. Once connectivity has been restored the CCTT Account Manager will notify the DCC and document the cause for the loss of connectivity, and the date and time for when connectivity was lost and when

it was restored. 4 CCR § 15050(c) (2). Within three calendar days of restoration of connectivity to Metrc, the CCTT Account Manager or an authorized user will enter into Metrc all commercial cannabis activity that occurred during the loss of connectivity, if any. 4 CCR § 15050(c)(1).

## **2.D. CUSTOMERS PER DAY**

Sales will be processed at one of the four (4) point-of-sales locations. Wellgreens estimates that the Santee retail storefront will serve on average 37 to 52 customers per hour at opening and approximately 597 customers per day. At full capacity, Wellgreens will be serving around 57 to 98 customers per hour and 923 customers per day. A summary of hourly customer expectations is located below.

### **Year 1**

	S	M	T	W	Th	F	S	Average
9 AM	39	30	24	33	40	48	51	38
10 AM	36	29	30	36	32	42	54	37
11 AM	46	38	36	40	48	48	50	44
12 PM	49	38	45	41	43	47	57	46
1 PM	50	42	51	46	46	49	64	50
2 PM	60	45	45	49	48	57	53	51
3 PM	48	43	46	55	53	57	55	51
4 PM	52	46	46	47	53	61	56	51
5 PM	46	47	56	54	55	77	56	56
6 PM	47	49	49	57	62	62	51	54
7 PM	53	52	58	57	65	63	54	57
8 PM	52	56	68	64	62	76	58	62

## Year 2

	S	M	T	W	Th	F	S	Average
9 AM	51	40	31	43	52	62	66	49
10 AM	47	38	39	47	42	55	70	48
11 AM	60	50	47	52	63	63	65	57
12 PM	64	49	59	54	56	61	74	60
1 PM	65	55	67	60	60	64	83	65
2 PM	78	58	59	64	63	75	70	67
3 PM	63	56	61	71	69	75	72	67
4 PM	68	60	60	62	69	80	73	67
5 PM	60	62	73	71	73	100	73	73
6 PM	62	65	64	74	81	81	67	71
7 PM	69	68	76	74	85	82	71	75
8 PM	67	73	89	84	81	99	76	81

## Year 3

	S	M	T	W	Th	F	S	Average
9 AM	60	47	37	51	62	74	78	58
10 AM	56	45	46	56	50	65	83	57
11 AM	71	59	55	61	74	75	77	68
12 PM	76	58	70	64	66	72	88	71
1 PM	77	65	79	71	71	76	98	77
2 PM	92	69	70	75	74	89	83	79
3 PM	74	66	72	84	81	89	85	79
4 PM	80	71	71	73	81	95	86	
5 PM	71	73	87	84	86	119	87	87
6 PM	73	77	76	88	96	95	79	84
7 PM	81	80	90	88	100	98	83	89
8 PM	80	86	105	99	95	118	90	96

**2.E. PRODUCT OFFERING**

The customer will be able to choose from 12 different types of products, including flowers, oils, vapes, pre-rolls, topicals, and edibles from over 20 California suppliers. Whether the customer is seeking physical pain relief, sleeping assistance, or relaxation, Wellgreens' wide range ensures there is a product for every customer.

Wellgreens anticipates that 57% of retail sales will be cannabis flower, including pre-rolls (17.5%), and 41% will be manufactured cannabis products. Manufactured cannabis goods include cartridges (23%), concentrates (3.5%), edibles/beverages (4.5%), and disposable vapes (10%). The remaining 2% of sales includes cannabis accessories, wellness products, and branded merchandise. Wellgreens' proposed product line is listed on the next page.



Flower		Wellgreens will carry a wide variety of cannabis strains from across California. Cannabis flower, also known as bud, is the smokable, trichome-covered part of a female cannabis plant. It is the most popular form of cannabis due to its versatility, as it can be consumed in various ways, including smoking in a pipe or joint, vaporizing, or incorporating into edibles. THC content on cannabis will range from 10% to 35%. Cannabis flower varieties will include indica, sativa, and hybrid.
Pre-Rolls		A pre-roll is exactly what it sounds like—a pre-rolled cannabis joint. Wellgreens will carry pre-roll joints from a variety of licensed cultivators. THC content will range from 10% to 35%. Cannabis varieties will include indica, sativa, and hybrid.
Concentrates		Wellgreens plans to carry live resin, budder, sauce, sugar leaf, and crumble.
Vapes		Vaporizers—also known as vape pens—are devices used to heat cannabis for inhalation. Vaping devices heat dry cannabis flower or oil concentrate to a temperature below combustion, usually in the range of 180–200°C (356– 392°F). The heat releases active compounds from the cannabis and turns them into a vapor that can be inhaled. THC content of vapes will range from 35% to 90%.
Oil Cartridges or Pods		An oil cartridges or pod is a pre-filled container of cannabis oil or concentrate designed for use with an e-cigarette or vape rig. Cartridges and pods come in multiple formats, from 510-threaded cartridges that twist onto a battery to pods that magnetically snap into place. THC content of oil cartridges ranges from 35% to 90%.
Edibles		Edibles are food infused with cannabinoids. Cannabis edibles come in many forms, including brownies, cookies, gummies, and mints. Any recipe that calls for butter or oil can be readily infused with cannabis. The body processes edible cannabis differently than inhaled cannabinoids. When cannabis is ingested, cannabinoids enter the bloodstream through the stomach and liver, which increases potency and delays the onset of effects. Cannabis edibles typically contain 5–10 milligrams of THC per serving, with a maximum of 100 milligrams of THC per edible cannabis good.
Beverages		Cannabis-infused beverages are ingested like edibles. Cannabis-infused beverages include seltzers, sodas, non-alcoholic “hoppy water,” and other drinks. Cannabis-infused beverages contain 5–10 milligrams of THC.
Topicals		Topicals are cannabis-infused lotions, balms, and oils that are absorbed through the skin for localized relief of pain, soreness, and inflammation. Because they are non-intoxicating, topicals are often chosen by patients who want the therapeutic benefits of cannabis without the cerebral euphoria associated with other delivery methods.
Tinctures		Tinctures are cannabis dissolved in alcohol. Tinctures contain a range of cannabinoids and are administered orally, sublingually, or in tandem with a beverage. Tinctures are often packaged in small glass bottles with droppers as caps for convenient dosing. They offer patients a method of consumption that does not require combustion or inhalation. Tinctures typically contain 100 milligrams of THC.
Capsules		Capsules are cannabis in pill form, typically used as a vehicle to administer medication through ingestion. Capsules can contain any form of cannabis and specific ratios of cannabinoids. Capsules often function as safer alternatives to vaping or smoking cannabis. Capsules typically range from 5 to 10 milligrams of THC.

Wellgreens' stores typically carry 700 to 900 unique cannabis goods. Wellgreens will price the cannabis

goods to make them accessible to everyone. Our specific products are set forth below.

## Flower

Private Reserve Flower	Hybrid	Mid Shelf Flower	Top Shelf Flower
<b>Indica</b>		<b>Indica</b>	<b>Indica</b>
Astro – Grape Pie	Blue Chip Genetics – Miracle Alien Cookies	Pacific Reserve – Flow	CRU – Black Mamba
Astro – High Octane	Alien Labs – Atomic Apple	Pacific Reserve – Sundae Driver	CRU – Ice Cream Cake
Astro – Orange Twist Smalls	CAM – Ghost OG	High Garden – Mango	CRU – LA Ultra
Astro – Sugar Bread	CAM – The White	High Garden – Papaya	CRU – Super Skunk
Blue Chip Genetics – Forty one	Clarkies – GSC	Sesh – Gelato Cake	Kolas – Chocolatina
Blue Chip Genetics – Liquid Butter	Clout King – Peanut Butter Cup	Sesh – Rolex OG	Lolo – Melon Cake
Alien Labs – Kryptochronic	Inhalence – Animal Cake	Union Electric – Vanilla Frost	Lolo – Wedding Cake
Alien Labs – Sherbacio	Mohave – Zkittlez Mints	Mary Mary – 3 King Cosmic OG	Lolo – Wedding Pie
Connected – Biscotti x Gushers	Ms. Gloria – Lightning Kick	High Garden – Mango	West Coast Trading Company – Wedding Cake
Connected – Guava x Biscotti	North Country Pharms – Melonade	High Garden – Papaya	
Inhalence – Hindu Kush	North Country Pharms – White Runtz	Sesh – Gelato Cake	<b>Hybrid</b>
Mohave – Kush Cake	Wonderbrett – Pineapple OG	Sesh – Rolex OG	CRU – Cru Glue
Mohave – Modified Grape Reserve	Stash x Platinum Vape – Blue Dream	<b>Hybrid</b>	CRU – Motor Breath
Panacea – PBS	Santa Cruz Roots – Thin Mint Cookies	Pacific Reserve – Lemon Twist	CRU – Wedding Crasher
530 – Jelly Breath	<b>Sativa</b>	Pacific Reserve – Pacific Sunset	<b>Sativa</b>
530 – Raspberry Trix	Astro – Krytonite	Pacific Reserve – Tropaya	CRU – Star Pebbles
Green Dragon – Dragon Cookies	Astro – Garlic Poison Smalls	West Coast Treez – Triangle Kush	CRU – Guava
North Country Pharms – Dosickey's	Ms. Gloria – La Brujeria	Pacific Stone – 805 Glue	
North Country Pharms – Gelato #33	A Golden State – Woods	Sesh – Trifi Cookies	<b>Shake</b>
North Country Pharms – Tractor Gas	UpNorth – Durban Poison	Smoakland – Smoakland Magic	<b>Indica</b>
Wonderbrett – Pink Picasso	Amplified – Super Sour Diesel	Union Electric – Cherry Punch	Sublime – Roll Your Own
Seven Leaves – Grease Monkey	Seven Leaves – VOVO	Union Electirc – Wedding Cake	Pacific Reserve – 3 Amigos
Connected – Biscotti Smalls	Santa Cruz Roots – Pai Gow	Crede de Canna – Mr. Field Cookies Smalls	Pacific Reserve – Kosher Cream
		<b>Sativa</b>	<b>Hybrid</b>
		Pacific Reserve – Banana Jack	Puff – Maui Dawg
		Pacific Reserve – Chem	Sublime – Roll Your Own
		Cypress Cannabis – Black Jack	<b>Sativa</b>
		High Garden – Strawberry Banana	Sublime – Roll Your Own
		High Garden – Jack F1	Pacific Reserve – Ruby Slippers
			<b>CBD</b>
			Marley Natural – Trident

**Infused Prerolls****Caviar Gold (Moonrocks)**

Ice Wata

Original Gangsta

**Fuzzies (King Size)**

OG Kush

Wedding Cake

Super Silver Haze

**Fuzzies (3 pk)**

OG Kush

Wedding Cake

Super Silver Haze

**Fuzzies Shorties (5 pk)**

Indica

Sativa

Hybrid

**Ganja Gold (Green)**

Mystery Mint

Strange Things

Orange Creamsicle

**Ganja Gold (Blue)**

Ice Cream Cake

True Mints

Tropicanna Cookies

**Habit Infused Chillum**Papaya Punch x Orange  
Cookies**Fuego**

Zkittles Punch

23 x UA

ZP x Banog

**Jeeter Loaded (5 pk)**

Strawberry Shortcake

Fire OG

Tropicanna Cookies

**Hella Dank**

Jungle Cake

Slurricane x Do-Si-Do

Angel Cake

Lions Claw

**Jay and Silent Bob  
(Moonrocks)**

Berzerker

**Little Flaves**

Electric Lemonade

**Mind Your Head**

Slurricchem Hemp Blunt

**Space Coyote x Utopia**

Banana OG x Lava Cake

Jack Herer x Super Silver Haze

**Space Coyote x Poolside  
(5 pk)**

MAC x Sour Cookies

**Space Coyote x Field  
(5 pk)**

Strawnana x Motor Breath

GMO Rootbeer x Lemon Bean

**Space Coyote**Silver Haze x Durban Poison  
Diamonds

White Buffalo x XJ-13

Pie OG

Orange Cookie Dough

**Jeeter Infused XL**

Grapefruit Romulan

Durban Poison

**Prerolls Singles****Singles**

Connected – Biscotti x Gushers

Jeeter XL – Gelato Cake (1.75g)

Littles – Indica Blunt (0.75g)

Puff – White Tahoe Cookies

Purple Lotus – Banana OG

Sticks – Sherbet Blunt (1.5g)

Blue Chip Genetics – GSC

Bemore Blunt – Apple Pie (1.2g)

Bemore Blunt – Carnival Ride  
(1.2g)Bemore Blunt x Fog City Farms  
- Pacific Cherry (1.2g)Jeeter XL – Gelato x Jet Fuel  
(1.75g)

Littles – Hybrid Blunt (0.75g)

Puff – Cookie Dawg

Purple Lotus – Premium Lotus

Bemore Blunt – Headbanger  
(1.2g)

Littles – Sativa Blunt (0.75g)

Puff – Lemon Mac

Sticks – Acapulco Gold Blunt  
(1.5g)

UpNorth – Durban Poison

**Prerolls Packs****PU**

Bubba Cones (4 pk)

Bubba Cones (8 pk – 4.8g)

**Mind Your Head**

Strawberry Chem (10 pk)

**Pacific Reserve**

Chemstash (10 pk)

**Jeeter Baby (5 pk)**

Gelato Cake

Berry Pie

Lemon Cookies



## Concentrates

### Sauce

#### Alien Labs

Sherbacio

#### Beezle x Alien Labs

Planet Dosi

### Connected

Biscotti x Gusher

### Raw Garden

Night Walker

Lemon Blossom

Super Sap

### Sugar

#### Flavor

Kosher Sundae

Banana Pudding

Banana Sundae

Sour Kosher

### Shatter

#### Highland

Chem D

#### Mids Factory

Cali Kush

#### Smoakland

Biscotti

#### Flavor

Blueberry Cookies

Lemon Kusher Shatter

### Cured Resin

#### Apex

Jager

Lemonade x Purple Punch

Pure Kush

GMO Cookies

Goji OG

Lemon Royale x White Runtz

Lemon Pound Cake

Margy

Vanilla Frosting

### Full Spectrum Oil

#### Proof

Indica

Sativa

CBD

### Diamonds

#### Santa Cruz Roots

Zkittles

Sundae Driver

Lemon Cream

### Wax

#### Santa Cruz Roots

Black Tangie

Tangie

#### Badder/Budder

#### Connected

Gushers

Gelonade

#### Dab Logic

Cherry Cake

#### Highland

SFV

Orange Creamsicle

#### Summit Boys

Cherry Plato Fritter

J1

Sunny D Lemonade

### Rosin

#### Alien Labs x Kalya

Sugar Cone

#### Kaizen Medicinal

Mrs. Zkittlez Lemon Drop

#### Kalya

Garlic Cocktail

Mrs. Zkittlez Lemon Drop

### Papa's Select (Live Resin Sugar)

Zberries

Dozizoz #3

Garlic Cookies

Tropicana Cookies

### Punch Extracts

Sunday Driver (Fresh Press)

Wedding Crashers (Cold Cure)

Peanut Butter Breath (Fresh Press)

White Tahoe Cookies (Cold Cure)

## Pods

### Dosist Pods

#### Dosists

Relax Plus

Relief

Sleep

Arouse Plus

Bliss

Bliss Plus

Calm 1:6

Margy

Vanilla Frosting

### Aircraft Pods

#### A Golden State

Night Sky

Silver Cloud

Caramel Apple

Lava Flower

### PlugPlay Pods

#### Plug Play

Fire OG

King Louie XIII

GSC

Mango Mang

Strawberry Champagne

### Stiiizy Pods

#### Stiiizy

Passion Fruit (Live Resin)

Biscotti

Hardcore

King Louis OG

OG Kush

Purple Punch

SFV OG

Chem Reserve (Live Resin)

Wedding Cake (CDT)

Birthday Cake

Blue Burst

Do-Si-Do

Granddaddy Purple

Orange Float (Live Resin)

Premium Jack

Sour Diesel

Sour Tangie

Juicy Melon

### Pax Pods

#### Jetty

Granddaddy Purple

Alien OG

Pineapple Express

Maui Wowie

### Legion of Bloom

Black Berry Punch

Grapefruit OG

Lemon Cookies

Lemonade

### Lowell Herb Co. (Sauce)

Pink Lemonade

**Edibles**

Kiva Camino Gummies  
 Big Petes Treats Infused  
 Cookies  
 Wyld Gummies  
 Kanha Gummies

**Drinks**

St. Ides Lemonade and Tea  
 Pabst (PBR) Infused Beverages  
 Uncle Arnie's Pineapple Punch

**Tinctures**

Papa and Barkley Tinctures

**Capsules**

Buddies Brand Live Resin  
 Capsule  
 Breez Tablet Tins  
 Level CBD Pro Tabs  
 Kiva Petra Mints

**Topicals**

Papa and Barkley Relief Balms  
 Buddies Brand Topicals  
 Mary's Medicinals Transdermal  
 Compounds  
 Autumn Brands Nourishing  
 Muscle + Joint Salve

Our product sourcing philosophy focuses on working with consistently high-quality producers who are vertically integrated. This approach ensures both superior quality, availability, and competitive pricing because our suppliers control their supply chain. We strive to operate like a grocery store and maintain a 98% in-stock ratio to guarantee that our shelves are never empty. Additionally, we prioritize working with social equity businesses, minority-owned businesses, and local businesses within San Diego County. By working with a diverse supply chain throughout Southern California, we can provide the consistency and product diversity that our customers desire.

Wellgreens' first priority in establishing our product lines will be to ensure that our inventory selection

remains compliant with all state and local regulations regarding prohibited product types and potency limits. This means Wellgreens will not sell: (i) alcohol (or goods labeled with terms that would create a misleading impression that the product is an alcoholic beverage) (4 CCR § 15025(b) & 15040.1); (ii) edible cannabis products exceeding 10 milligrams of THC per serving or 100 milligrams of THC per package (except for orally dissolving medical products, which may contain up to 500 milligrams of THC per package); (iii) cannabis concentrates and topicals up to 1,000 milligrams of THC per package for adult-use products and 2,000 milligrams of THC per package for medical products; or (iv) cannabis goods designated as "For Medical Use Only," to any person other than a verified medical customer (4 CCR § 17304).

10% OFF  
 ON YOUR NEXT PURCHASE!

## **2.F. PLAN TO COMPLY WITH STATE AND LOCAL LAW**

### **I. COMPLIANCE WITH LOCAL GENERAL OPERATING REQUIREMENTS**

#### **HOURS OF OPERATION (SMC § 7.04.360(K))**

Wellgreens will operate only during the hours specified in the commercial cannabis business permit issued by the City.

Wellgreens will operate our retail storefront and delivery service strictly within the timeframe allowed by state and local regulations; therefore, Wellgreens' regular retail hours will be from 9:00 a.m. to 9:00 p.m. Pacific Time, as per SMC § 7.04.360(K). These hours are intended to encourage customers to transition from the unregulated marketplace to the regulated marketplace.

Wellgreens will not open the retail storefront to the public or deliver any cannabis goods outside of regular retail hours. To ensure compliance with this policy, management will instruct all employees not to allow the sale of any cannabis goods outside of Wellgreens' regular retail hours, and Wellgreens' point-of-sale system will be programmed so that sales cannot be processed before 9:00 a.m. or after 9:00 p.m. Wellgreens' last call for sales will occur at 8:45 p.m. Any change to Wellgreens' regular retail hours will need to be approved by management, who will ensure that the hours remain between 9:00 a.m. and 9:00 p.m. 4 CCR § 15403.

To inform customers of our scheduled opening and closing times, Wellgreens will display our hours of operation prominently in the retail storefront lobby. Wellgreens will also list our hours on our website and all social media platforms. At closing time, Wellgreens' security guards will ensure all customers have exited by conducting a thorough sweep of the premises and courteously escorting any remaining customers off the property.

#### **ON-SITE CONSUMPTION AND LOITERING PROHIBITED (SMC § 7.04.340(L))**

Consumption of cannabis and cannabis products will be strictly prohibited on or near Wellgreens'

premises. Upon transferring possession of cannabis goods to a customer, the Sales Associate will instruct the customer that they must leave the premises with the unopened cannabis goods inside of the opaque exit packaging provided at the point of sale, and that under no circumstances may the cannabis goods be opened or consumed on or near the retail storefront.

As a reminder, Wellgreens will visibly post at the customer entrance a clear and legible notice indicating that consuming cannabis on or near the premises is prohibited. Furthermore, retail storefront employees and security personnel will actively monitor people on or near the premises, including the surrounding 100 feet, to ensure compliance with the consumption prohibition.

The consumption of alcohol is also prohibited on the premises. 4 CCR § 15025(b). Signs will be posted in conspicuous areas of the premises notifying all customers and guests that on-site consumption of cannabis and alcohol is strictly prohibited.

Wellgreens will prohibit loitering by people outside the facility both on the premises and within fifty (50) feet of the premises. Wellgreens will notify the Police Chief or his/her designee(s) if anyone continues to loiter around the building or premises after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner. Wellgreens will employ a mobile security guard to ensure no person is loitering on the property. In addition, Wellgreens will monitor video feeds to determine if people are loitering. SMC § 7.04.340(L).

#### **NO VISIBILITY OF CANNABIS (SMC § 7.04.340(C))**

Wellgreens will ensure that no cannabis, cannabis products, or graphics depicting cannabis or cannabis products will be visible from the exterior of the premises. The exterior of Wellgreens' location will not contain cannabis imagery. Only Wellgreens' clean and modern lobby will be visible to passersby. There will be no indicia of cannabis or cannabis images on the wall. Similarly, cannabis goods are never stored or even visible from outside of our retail storefront or delivery vehicles. 4 CCR §§ 15417(b), SMC § 7.04.340(c).



Wellgreens University

### REPORTING AND TRACKING OF PRODUCT AND OF GROSS SALES. (SMC § 7.04.340(D))

Wellgreens will be using the POS system Dutchie, a real-time, web-based system that seamlessly integrates with Metrc, the State's track-and-trace system. Regulators will be able to easily access information shared through the point-of-sale system at any time. Dutchie will manage cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the City. Wellgreens will ensure that our information is compatible with the City's recordkeeping systems. In addition, Dutchie can produce historical transactional data for review. Wellgreens will seek the City Manager's approval of Dutchie prior to beginning operations. SMC § 7.04.340(D).

Wellgreens will track all sales and other significant inventory events automatically in Dutchie and report those events in Metrc; however, Wellgreens will train authorized CCTT users to manually enter data into Metrc in case there are technical difficulties with syncing. Information documented using Dutchie will be provided to regulators immediately upon request. SMC § 7.04.090.

### INVENTORY SOURCING

Wellgreens will not produce or manufacture cannabis at the Santee location but will obtain all cannabis from California-licensed cultivators and manufacturers via California-licensed distributors. All cannabis and cannabis products sold will be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations. SMC § 7.04.340(D)

Wellgreens strives to partner with only those vendors who prioritize regulatory compliance and meet our stringent quality standards. To facilitate the selection of cannabis goods suppliers, Wellgreens will host vendor meetings at company headquarters, where management will meet with one or more pre-selected vendors in a private Limited Access Area to inspect their cannabis goods offerings and become familiar with their brands. To the extent Wellgreens meets with vendors at the Santee location, management will only smell and visually inspect the cannabis goods; no cannabis goods will be consumed, and any cannabis goods opened for inspection will be disposed of as cannabis waste.

All vendor representatives will be subject to the same age and identity verification as retail storefront customers and will be escorted by a retail storefront employee at all times throughout the premises.

### COMMUNITY RELATIONS AND EMERGENCY CONTACT (SMC § 7.04.340(F))

Wellgreens will provide the City Manager or his/her designee(s) with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. SMC § 7.04.340(F). Christopher Garmo will serve as the Community Relations and Emergency Contact. A life-long Santee resident, he will be available 24 hours per day to address issues with the location.

Furthermore, Wellgreens recognizes the importance of maintaining open communication with neighborhood members to address their concerns and uphold our commitment to service and community. Wellgreens will appoint a Community Relations Contact, Christopher Garmo. He will be available 24/7 via mobile phone and email to receive community complaints. Before beginning operations, Wellgreens will distribute the contact information of the Community Relations Contact to all businesses and residences within a 600-foot radius. Additionally, this contact information will be prominently displayed at the main entrance of the Wellgreens storefront and on our website. Community complaints will be promptly addressed in the order they are received, with non-anonymous



complainants receiving polite and professional responses.

### **SIGNAGE (SMC § 7.04.340(G))**

Wellgreens will install signage at the location that complies with all legal requirements. Specifically, Wellgreens will seek the issuance of a City sign permit.SMC § 7.04.340(G)(1). Wellgreens will ensure that the signage does not obstruct any entrance or exit to the building.SMC § § 7.04.340(G)(2). Wellgreens' proposed signage will be limited to that needed for identification only and will not contain any logos or information that identifies, advertises, or lists the services or the products offered. SMC § 7.04.340(G)(4). Likewise, Wellgreens will not use sign spinners or similar tactics to advertise the business to passersby. Id. The signage will not depict any image of cannabis or cannabis products. SMC § 7.04.340(G) (5). Nor will there be any permanent banners, flags, temporary billboards, or other prohibited signs. Id. Similarly, each entrance will be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited. SMC § 7.04.340(G) (3).



### **ODOR ABATEMENT (SMC § 7.04.340(I))**

As explained in greater depth in the Neighborhood Compatibility Plan, Wellgreens will install an air treatment system to eliminate odors and ensure that odors from cannabis are not detectable off-site. Wellgreens will seek approval from the Planning Director of a system that incorporates: (1) an exhaust

air filtration system with odor control that prevents internal odors from being emitted externally; and (2) an air system that creates negative air pressure between the interior and exterior, so that the odors generated inside the store are not detectable on the outside. SMC § 7.04.340(I). Wellgreens will ensure that odors are not detectable anywhere on adjacent property, public rights-of-way, on or about the exterior or interior common area, walkways, hallways, breezeways, foyers, lobby areas, any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the Santee store.

Air scrubbers and filtration systems will be constructed and installed to eliminate odor and to ensure that cannabis odors are undetectable from outside the retail storefront. The retail storefront will not engage in any processes that will cause noxious fumes or gases. Furthermore, Wellgreens is committed to minimizing odor from the facility prior to operations. The retail storefront will feature a ventilation exhaust system that will be designed by a qualified HVAC technician to ensure a constant negative pressure in the building sufficient to minimize any cannabis odors in and around the retail storefront.

The odor control system will revolve around rooftop-mounted exhaust fans that are coupled to in-line carbon filters. Air is drawn into carbon filters, where odors are trapped by the activated charcoal and discharged to the exterior. This continuous drawing of air into the filter system creates a negative pressure or vacuum in the space in relation to the outside barometric pressure. That means that rather than air escaping the building's interior through small cracks, around doors, or similar, it draws air into the building through any crack or void that may exist. Odors are prevented from escaping, and the air is constantly being scrubbed and replaced by outside air.

Wellgreens will also regularly communicate with and actively respond to neighbors to quickly address any concerns they might have.

**LOBBY SIGNAGE AND EDUCATION**

Wellgreens' lobby is designed as an educational touch point with readily available information about state and local cannabis regulations, an introduction to the customer experience upon entering the sales area, and educational materials on current product offerings.

Wellgreens' lobby will also feature required signage. For example, Wellgreens will conspicuously display our state and local licenses in the lobby. 4 CCR § 15039. Additionally, the original copy of the commercial cannabis business permit issued by the City and the City-issued business license will be posted inside in a location readily visible to the public. SMC § 7.04.340(J). Similarly, Wellgreens will post at the entrance a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the commercial cannabis business is prohibited. SMC § 7.04.340(G)(3).

**SMOKING, INGESTING,  
OR OTHERWISE  
CONSUMING CANNABIS  
ON THE PREMISES  
OR IN THE AREAS  
ADJACENT TO THE  
COMMERCIAL  
ADULT-USE  
CANNABIS BUSINESS  
IS PROHIBITED.**

**BACKGROUND CHECKS (SMC § 7.04.340 (K))**

Wellgreens will ensure that each owner, manager, supervisor, employee, contract employee, or anyone else who works in the cannabis business will submit fingerprints and other information deemed necessary for a background check by the City of Santee and the San Diego County Sheriff's Department. We will not commence operations or authorize any individual to work at the storefront until our business or the authorized individual has been cleared. We agree to pay all costs associated with the City's background check procedure. SMC § 7.04.340 (K).

**II. COMPLIANCE WITH LOCAL RETAIL OPERATING REQUIREMENTS****VERIFICATION OF IDS AND DOCUMENTS (SMC § 7.04.360)**

Wellgreens will verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18. If the potential

customer is 18 to 20 years old, Wellgreens will confirm the customer's possession of a valid doctor's recommendation, MMIC, or both. For adult-use purchases, retailers will verify that all customers are 21 years of age or older. Wellgreens' employees will verify identification and age a second time at checkout. SMC § 7.04.360(B).

Wellgreens requires that all customers show their government-issued identification, and, in the case of medical cannabis qualified patients, their physician's recommendation, MMIC, or both. The government-issued identification and, if applicable, doctor's recommendation or MMIC must also be shown at the point-of-sale station at the time of purchase. Doctor's recommendations are not able to be obtained or provided on-site..SMC § 7.04.360(C).

**SECURITY GUARDS ON-SITE**

As explained in Wellgreens' Security Plan in more detail, Wellgreens will hire armed and uniformed licensed security personnel to monitor

site activity, control loitering and site access, and serve as a visual deterrent to unlawful activities. Wellgreens will maintain two security guards during the day when the retail facility is open to the public. SMC § 7.04.360(D). All security guards will be 21 years of age and will be licensed by the Bureau of Security and Investigative Services. Security Guards will comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code. Id.

**QUANTITY OF CANNABIS GOODS (SMC § 7.04.360)**

Wellgreens will maintain the quantity of cannabis and cannabis products to meet the daily demand on the retail sales floor. Additional cannabis goods will be stored in the Inventory Storage Room. The Inventory Storage Room is a Limited Access Area that is a secured, locked area to which customers, vendors, and visitors do not have access. Only Wellgreens employees with access privileges can gain access to the Inventory Storage Room via identification card. SMC § 7.04.360(E).

**ACCESS TO RESTROOMS (SMC § 7.04.360)**

Wellgreens has two restrooms at the back of the retail location. The restrooms will remain locked and under the control of management. Only Wellgreens employees will be permitted to use the restrooms. SMC § 7.04.360(F).

**PROCESSING RETAIL SALES (SMC § 7.04.360(G))**

Wellgreens will only sell adult-use cannabis and cannabis products to individuals who are at least 21 years of age. Wellgreens will only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age if those individuals are in possession of a valid physician's recommendation.

Wellgreens will only conduct retail activities and only serve customers who are within the licensed premises, or at a compliant delivery address. SMC § 7.04.360(G). When processing retail sales at the location, the sale and delivery of cannabis goods will not occur through a pass-through window or a slide-out tray to the exterior of the premises. SMC § 7.04.360(G)(1). Similarly, Wellgreens will not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle. SMC § 7.04.360(G)(2). Wellgreens will not sell or deliver cannabis goods to any person within a motor vehicle. SMC § 7.04.360(G)(3).

As explained in the Inventory Plan above, all cannabis goods sold will be contained in child-resistant packaging. SMC § 7.04.360(G)(4). Retail sales will only occur at the POS locations in the retail sales room. Wellgreens' video system records point-of-sale areas and areas where cannabis goods are displayed for sale. At each POS location, the camera placement allows for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity. SMC § 7.04.360(G)(5).

**ACCESS TO PREMISES AND AUTHORIZED SALES**

Wellgreens will ensure that access to their premises is strictly limited to individuals who are at least 21

years old. SMC § 7.04.360(H)(1). However, Wellgreens will also allow individuals who are at least 18 years old and have a valid physician's recommendation or MMIC to enter the premises solely for the purpose of purchasing medicinal cannabis. SMC § 7.04.360(H)(2). This policy will be enforced through ID checks at entry points to verify age and the validity of physician recommendations or MMICs, as explained above.

Wellgreens will only sell adult-use cannabis and related products only to individuals who are at least 21 years old. For medicinal cannabis, they will sell to individuals aged 18 and up have a valid physician's recommendation or MMIC. This policy will be enforced through thorough age verification and validation of physician recommendations or MMICs at check-in and at the point of sale.

**LIMITED ACCESS AREAS (SMC § 7.04.360(J))**

o As explained in more detail in the Security Plan, Wellgreens will establish Limited Access Areas and permit only authorized individuals to enter the Limited Access Areas. Limited Access Areas are areas that contain cannabis and not accessible to the public. The areas identified as Limited Access Areas are the employee-only spaces in the retail sales room, the secure Inventory Storage Room, the product intake area, the back offices, and the conference room. Only authorized employees and authorized visitors escorted by an employee can access the Limited Access Areas. Authorized visitors include outside vendors, contractors, or other individuals conducting business that require access to the Limited Access Area. No person under the age of 21 will be permitted in the Limited Access Areas. Wellgreens will maintain an electronic and written log of all individuals who are not employees who are granted access to the Limited Access Areas. These logs will be made available to the City Manager, Sheriff's Department, or their designees upon request. SMC § 7.04.360(J).

**COMMUNITY RELATIONS CONTACT (SMC § 7.04.460)**

Christopher Garmo will serve as Community Relations Contact. Wellgreens will provide his



name, telephone number, and email address so that any issues related to the cannabis business can be reported. This information will also be shared with all businesses and residences within 600 feet of the cannabis business to ensure open communication and prompt resolution of any concerns. During the first year of operation, Wellgreens' owner, manager, and community relations representative will attend meetings with the City Manager and other relevant parties to discuss the impacts of the business on the community, including costs and benefits. These meetings will continue as requested by the City Manager after the first year. Additionally, Wellgreens will develop a City-approved public outreach and educational program for youth organizations and educational institutions, highlighting the risks of youth addiction to cannabis and providing information on available resources for drug addiction prevention and support.

#### **COOPERATION WITH INSPECTIONS (SMC § 7.04.490)**

Wellgreens will fully cooperate with inspectors and enforcement officers by allowing them to enter the premises at any time, without prior notice, to inspect the location and review any required recordings and records. Wellgreens will ensure that no person responsible for the operation of the business impedes, obstructs, or interferes with these inspections. All records, recordings, and documents will be maintained accurately and transparently, with no concealment, destruction, defacement, damage, or falsification. Additionally, Wellgreens will facilitate the collection of cannabis samples by enforcement officers during operating hours, ensuring that all samples are logged, recorded, and maintained according to the established procedures set by the City Manager and relevant regulations. The General Manager shall oversee inspections if the Owners are not available.

### **III. COMPLIANCE WITH LOCAL DELIVERY OPERATING REQUIREMENTS**

#### **VERIFYING A DELIVERY CUSTOMER'S AGE (SMC § 7.04.370(A))**

Wellgreens will verify the age and the necessary documentation for each delivery customer. Delivery Employees will scan the customer's identification with the age verification device to verify the customer's age and identity. 4 CCR § 15415(g). Delivery Employees will ensure that medical customers are at least 18 years of age and verify that the customer has a valid doctor's recommendation or MMIC. In the case of adult-use customers, Delivery Employees will verify that the customer is at least 21 years of age. Wellgreens will deny sales to individuals who cannot provide proof of age and identity. SMC § 7.04.370(a).

#### **OBTAINING A PERMIT AND LICENSE FOR DELIVERY (SMC § 704.370(B) AND (C))**

Wellgreens will obtain a permit from the City of Santee in order to conduct retail delivery sales. Wellgreens will not perform delivery operations unless and until it receives a permit from the City. SMC § 704.420(B). A copy of the permit will be kept with all delivery drivers. Wellgreens will also provide the City Manager with evidence of a valid state license for the cannabis business authorizing the delivery function.

#### **HOURS OF OPERATION (SMC § 7.04.370(B))**

Wellgreens' hours of operation for delivery will mirror the hours of operation for the retail storefront: 9 a.m. – 9 p.m. SMC § 7.04.370(B).

#### **DELIVERY VEHICLE INFORMATION (SMC § 7.04.380)**

Wellgreens will maintain a list of each vehicle that will be used in the delivery of cannabis goods. Wellgreens will provide the City and DCC with the following



information for each vehicle used in delivery, prior to using the vehicle for delivery: (i) the vehicle's year, make, model, color, license plate number, VIN, and DMV registration; (ii) proof of ownership or a valid lease; and (iii) proof of insurance. 4 CCR § 15417(e); SMC § § 7.04.380(A) and 7.04.380(B). Additionally, Wellgreens will submit proof of insurance for these vehicles in accordance with coverage requirements. SMC § 7.04.380(C). For any new vehicle added to the delivery fleet, Wellgreens will provide the necessary information in writing before the vehicle is used for deliveries. SMC § 7.04.380(D). Wellgreens will notify the City of any changes to vehicle information in writing within thirty (30) calendar days. SMC § 7.04.380(E).



**Wellgreens Unmarked Delivery Van**

### DELIVERY LOCATIONS

Wellgreens will deliver cannabis goods only to locations that are authorized under law. Prior to making a delivery, Wellgreens' employees will verify that the delivery address is: (i) a physical address in California; (ii) not on publicly owned land or on land

or in a building leased by a public agency; and (iii) not a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center. 4 CCR § 15416; SMC § 7.04.430(a).

### NO ORDERING LOCATIONS

Wellgreens will not maintain a kiosk, iPad, tablet, smartphone, fixed location, or technology platform, whether staffed or unmanned, that facilitates, directs, or assists the retail sale or delivery of cannabis or cannabis products. Wellgreens will only conduct cannabis activity at the retail storefront. SMC § 7.04.430(C).

### IV. COMPLIANCE WITH OTHER STATE REGULATIONS

#### OPENING AND CLOSING PROCEDURES

To ensure a safe, clean, and welcoming environment, Wellgreens will implement standard procedures for opening and closing the retail storefront each day. Wellgreens understands that security risks are heightened during opening and closing times, when both customer traffic and the presence of retail storefront personnel are lowest. To mitigate security risks, improve efficiency and consistency, and minimize mistakes in opening and closing the retail storefront, retail personnel utilize standard opening and closing checklists. Wellgreens will ensure that at least two employees (at least one Manager and at least one other employee) and at least one security guard are present to open and close the facility so that the facility is adequately monitored and protected during opening and closing procedures.



## WELLGREENS

## Opening Checklist

Date: \_\_\_\_/\_\_\_\_/ 20 \_\_\_\_

Manager's Signature: \_\_\_\_\_

- ☐ Arrive at least one hour prior to opening
- ☐ Perform a visual check, if concerned call 911
- ☐ Unlock door, turn off alarm, relock door
- ☐ Perform another visual check inside
- ☐ Turn on lights; confirm wattage sufficient for security cameras
- ☐ Verify cameras properly angled and unobstructed and DVR recording or If video surveillance system inoperative, notify security personnel, cease opening procedures, and perform closing procedures. Discontinue dispensary operations until system repaired.
- ☐ [REDACTED]
- ☐ Count money (in office)
- ☐ Turn on non-security computers
- ☐ Turn on air or heat (adjust for customer comfort, cannabis storage)
- ☐ Activate displays, turn on televisions/music systems
- ☐ Place/take down display signs as needed
- ☐ Check email and respond if necessary
- ☐ Walk the store, do any necessary straightening, cleaning, decluttering
- ☐ Sweep sidewalk, shake out any mats, dispose of any litter
- ☐ Transfer cannabis products from vault to showroom, prepare displays
- ☐ Start daily task list (delegate tasks, i.e., cleaning, restocking, merchandising)
- ☐ Prepare lunch and break schedules
- ☐ Meet with employees to review daily goals, duties, timelines
- ☐ Perform a final check of store to ensure operations ready
- ☐ Unlock front door, place "open" sign

## WELLGREENS

## Closing Checklist

Date: \_\_\_\_/\_\_\_\_/ 20 \_\_\_\_

Manager's Signature: \_\_\_\_\_

- ☐ 30 minutes before closing, announce to customers that dispensary is closing soon, lock customer door from inside to prevent new customers from entering
- ☐ Station employee at door to let any remaining customers out one at a time
- ☐ Report any loitering customers to security personnel
- ☐ After all customers have left, lock door(s)
- ☐ Place "closed" sign
- ☐ Perform a visual check to ensure no individuals remain on premises
- ☐ Transfer all cannabis from sales floor into vault
- ☐ Close out registers
- ☐ Count registers (in office), balance
- ☐ Settle all credit card machines
- ☐ Generate detailed batch listing, transmit batch
- ☐ [REDACTED]
- ☐ Confirm all necessary data uploaded to METRC
- ☐ Clean and restock restrooms
- ☐ Dust and mop, empty trash
- ☐ Turn off non-security computers, music system, televisions, working displays
- ☐ Turn off cooling or heating system (except as necessary to preserve cannabis goods)
- ☐ Turn off all lights (except for security lighting)
- ☐ Turn on the alarm
- ☐ Exit and lock doors

**INDOOR SALES ONLY**

Wellgreens will conduct sales of cannabis only within the retail storefront or at a delivery address as permitted by the City. 4 CCR § 15025(a). This model not only prevents nuisance to Wellgreens' neighbors, but it provides security for employees and customers alike and allows Wellgreens to ensure that our customers have a personalized, private experience.

At Wellgreens' storefront, customers and employees can rest assured knowing that the retail storefront is closely monitored and supervised (e.g., by security personnel, retail storefront employees, and the 24-hour video surveillance system). Alternatively, Wellgreens' customers may opt to have their chosen products discreetly delivered without leaving the safety and privacy of their own homes. Moreover, whether at home or within Wellgreens' secure retail storefront, Wellgreens employees will be available to provide one-on-one customer service and education.

Thus, to preserve security and optimize the customer's overall retail experience, the following policies will be strictly enforced:

- Wellgreens will only sell cannabis goods from the retail area inside the retail storefront or at a compliant address.
- Wellgreens will not offer sales through exterior openings (e.g., drive-through or walk-up windows); and
- Wellgreens will not sell or deliver cannabis goods by any means to any person within a motor vehicle. 4 CCR § 15025(a).

All signage will be written in English but may be translated to or displayed in different languages as needed or required by regulators.

**SUPERVISED, SUPPORTIVE SHOPPING**

To ensure adequate monitoring of the retail area and provide personalized, on-demand customer service, Wellgreens will maintain a constant one-to-one customer-group-to-employee ratio. This approach serves two purposes: loss prevention and customer education. By having an employee supervise each

customer, the risk of diversion and loss is minimized. Additionally, this allows our trained cannabis experts to assist customers, particularly first-time visitors, by educating them and answering any questions they may have. Wellgreens staff receive comprehensive training on products, onset times, and ingestion methods, enabling them to be active listeners and help customers find suitable products. Staff are also trained to detect signs of impairment and report any intoxicated customers to management immediately.

To adhere to this policy, Wellgreens will implement several safeguards. The Receptionist will control customer flow to the sales area, ensuring an available sales employee is ready to assist. At least two employees will be present in the retail area at all times to cover for each other during breaks or other duties. If an employee needs to leave the retail area, they must confirm another employee is present to maintain supervision. In emergencies, customers will be escorted to the lobby to be supervised by the Receptionist until another employee is available. After selecting products, customers will check out at designated point-of-sale locations, ensuring a smooth and secure transaction process.

**EMPLOYEE IDENTIFICATION BADGES REQUIRED**

To ensure retail storefront personnel are easily identifiable and distinguishable from customers or other visitors, each retail storefront employee will wear their employee identification badge visibly over the outermost garment and above waist level at all times while on Wellgreens' premises or otherwise performing commercial cannabis activities on Wellgreens' behalf. 4 CCR § 15043. Employee identification badges will be laminated or plastic-coated and will contain the following: (i) the employee's first name; (ii) Wellgreens' "doing business as" name and license number; (iii) the employee identification number exclusively assigned to the employee; and (iv) a 1-inch by 1.5-inch color headshot of the employee. 4 CCR § 15043.

Management will ensure that every new employee receives an official Wellgreens employee identification badge before starting any work on Wellgreens' premises or on behalf of Wellgreens.



Upon termination of employment, employees must return their badges. Managers will verify that each employee has their identification badge at the start of each shift. If an employee does not have their badge, they will not be allowed to work that day or access the retail sales area. Wellgreens will provide training on the importance of identification badges and offer multiple channels for employees to report if another employee's badge is missing.

### **CUSTOMER EDUCATION**

As the cannabis industry transitions to the newly regulated market, Wellgreens recognizes our duty as a popular retail brand to ensure that recreational cannabis is enjoyed responsibly. As such, it is Wellgreens' goal to serve not only as a cannabis goods supplier, but also as an educational resource for cannabis consumers. In particular, Wellgreens aims to educate customers on the applicable laws regarding cannabis and the potential health risks and side effects of using cannabis. Wellgreens will implement the following policies and procedures in furtherance of educating customers:

- Dedicating tables in the sales room to provide customers with educational materials on different cannabis products and strains and an opportunity to ask questions and voice any concerns to Wellgreens' knowledgeable retail staff;
- Offering education materials prior to dispensing cannabis to a customer, including takeaways on safe and legal consumption and "Cannabis 101" instructional cards targeted for first-time cannabis consumers;
- Collaborating with county health organizations when preparing education materials;
- Maintaining copies of education material in accordance with recordkeeping policies; and
- Displaying signage reminding customers that consumption of cannabis is prohibited in public, including on or near Wellgreens' premises.

### **CUSTOMER INSPECTION SAMPLES (4 CCR § 15405)**

Wellgreens appreciates that even properly educated customers may be overwhelmed by the variety of

cannabis goods available for sale. To aid customers in choosing the cannabis goods that will satisfy their individual needs and quality expectations, Wellgreens will make cannabis goods available for supervised customer inspection in the retail area. 4 CCR § 15405(a). However, to prevent theft, Wellgreens will ensure that customers cannot access cannabis without assistance from a retail storefront employee. 4 CCR § 15405(b). Wellgreens displays cannabis flower in the retail area in sealed, locked containers that are tethered to the retail displays. The containers can be twisted to allow customers to smell the product. Upon request, a retail storefront employee may present an inspection container to the customer; the inspection container will never leave the employee's hands and will remain tethered to the display at all times. 4 CCR § 15405(b). Wellgreens will further prevent customer access to inspection samples by enforcing the company policy of a constant one-to-one customer-group-to-employee ratio in the retail area. Cannabis goods removed from packaging for display will never be sold or consumed and will be disposed of as cannabis waste when no longer being used for display. 4 CCR § 15405(c).

### **NO FREE CANNABIS GOODS OR ACCESSORIES (4 CCR § 15411)**

Wellgreens will not provide free cannabis goods or accessories to any person. 4 CCR § 15411(a). Wellgreens will not allow any non-employees to provide free cannabis goods or accessories to any person on the premises. 4 CCR § 15411(a).

### **DAILY LIMITS (4 CCR § 15049)**

Wellgreens will utilize Dutchie to enforce strict sales limits for both adult-use and medicinal cannabis customers. The POS system will automatically track and restrict sales to ensure that no single adult-use customer purchases more than 28.5 grams of non-concentrated cannabis, 8 grams of cannabis concentrate, or 6 immature cannabis plants in a single day. 4 CCR § 15049(a).

For medicinal cannabis patients or their primary caregivers, the system will enforce a limit of 8 ounces of medicinal cannabis in the form of dried mature flowers or the plant conversion, and 12 immature

cannabis plants per day. 4 CCR § 15049(b). If a medicinal cannabis patient's valid physician's recommendation specifies a different amount, the POS system will accommodate this, allowing the purchase of the recommended amount. 4 CCR § 15049(c).

The system will also ensure that the limits for adult-use and medicinal cannabis are not combined to exceed the prescribed limits, a practice known as "looping." 4 CCR § 15049(d). Additionally, Wellgreens will ensure that the amount of cannabis concentrates in manufactured products sold complies with these regulations, maintaining strict adherence to state laws and preventing any sales that exceed the legal daily limits. 4 CCR § 15049(e).

### PROCESSING SALES

Retail storefront employees will process customer sales at the registers in the retail area under full video surveillance. At each point-of-sale location, camera placement will allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity. 4 CCR § 15044(e); SMC § 7.04.360(g)(5). Each point-of-sale location will have a dedicated security camera.

Each register will be equipped with Dutchie point-of-sale software, which will facilitate compliance with daily sales limits, record identifying information about the customer and their purchase history, and seamlessly integrate with Metrc. Wellgreens will discontinue retail storefront operations if either the point-of-sale system or Metrc is inoperative and the store cannot adequately document transactions.

Management will train all employees to process customer sales using the point-of-sale system in compliance with regulatory requirements. Wellgreens will only sell adult-use cannabis and cannabis products to individuals who are at least 21 years of age, and medicinal cannabis or cannabis products to individuals who are at least 18 years of age if those individuals are in possession of a valid physician's recommendation or MMIC. SMC § 7.04.360(i).

Sales Associates will guide customers throughout the store. Edibles and beverages will be available on shelves in the sales room behind the counter. Flower and concentrates will be locked in display cases. A Sales Associate will gather products for a customer while the customer shops. When a customer is ready to make a purchase, the Sales Associate will direct the customer to one of the point-of-sale terminals in the retail area, where a designated employee will re-verify the customer's age and identity using the same procedures as described in the Age and Identity Verification section above. The customer will have his or her identity re-verified, and order confirmed at the service counter prior to making a purchase.

The checkout Sales Associate will inspect each good to ensure that: (i) the good has not exceeded its best-by, sell-by, or expiration date; (ii) the packaging is intact and unopened; and (iii) the labeling is intact and legible. The Sales Associate will then scan or manually enter each item into the point-of-sale system and will enter the following information into Metrc: (i) name and type of cannabis goods; (ii) UID of cannabis goods; (iii) amount of cannabis goods, by weight or count; (iv) date and time of sale; and (v) any other information required by the DCC or any other applicable licensing authorities. 4 CCR § 15049(c). If the customer consents to the recording of his or her personal information, the employee will also record the sale in the customer's profile in the point-of-sale system, so that cannabis goods sold by Wellgreens can be tracked in the event of a product recall.

Prior to finalizing the sale, the employee at the service counter will verify the customer is not intoxicated, offer any appropriate customer education or support materials, and remind the customer that consumption of cannabis is prohibited in public, including on or near Wellgreens' premises. Wellgreens will not sell cannabis goods to customers who appear to be intoxicated.

### EXIT PACKAGING

All cannabis goods purchased by a customer are

placed in opaque exit packaging prior to leaving Wellgreens' premises. 4 CCR § 15413(c). Opaque exit bags ensure that the contents of the customer's purchase remain undetectable.



### CUSTOMER RETURNS

Customer safety and satisfaction are of utmost importance to Wellgreens. Wellgreens understands that a flexible and realistic return policy can be crucial to a customer's experience, even if this means a financial loss for Wellgreens. As such, Wellgreens will allow customers to return or exchange defective cannabis products that were previously sold at the premises for a non-defective version of the same type of cannabis product. Any such returns or exchanges will only be allowed within 30 days of the original date of sale.

If an employee receives a return request from a customer, the employee will relay the request to management. Management will check the customer's purchase history in the point-of-sale system or will require the customer to provide a physical receipt (if purchase history is unavailable) to verify that the goods were purchased within the past 30 days and were originally sold by Wellgreens. If management cannot locate the original sale in the point-of-sale system and the customer does not have a physical receipt, or if the timeframe for returning or exchanging the product has elapsed, management will explain to the customer that the return or exchange cannot be processed.

If management approves a return, an authorized user will record the following details about the returned product in the point-of-sale system and Metrc: (i) the name and type of cannabis goods returned; (ii) the

UIDs of cannabis goods returned; (iii) the amount (by weight or count) of cannabis goods returned; and (iv) the date and time of the return. 4 CCR § 15049(c).

Management will treat the returned goods as abandoned and immediately place the returned goods in the cannabis waste storage area, where they will be quarantined until they can be rendered into cannabis waste (i.e. destroyed) and hauled to an allowed solid waste facility (4 CCR § 17223(b), unless the returned goods are defective manufactured cannabis products. In that case Wellgreens may return them to the distributor from whom the cannabis goods were obtained (4 CCR § 15410(c)-(e)).

### CUSTOMER INFORMATION

In the interest of complete and thorough recordkeeping, and to facilitate customer service and the tracking of recalled cannabis goods, Wellgreens will request that customers allow the collection and storage of their personal information via Wellgreens' secure point-of-sale system, Dutchie.

However, Wellgreens will not require customers to provide personal information (other than government-issued identification to determine age) without their consent and will not record personal information about customers without their consent. Given consent, Wellgreens will collect and store relevant personal information from customers, including identifying information from the customer's identification, contact information, and purchase histories. Wellgreens will never use customers' information for marketing communications without first verifying that the customer is at least 21 years old and obtaining their consent. 4 CCR § 15041.

In collecting and storing customer information, Wellgreens will comply with the state and local regulations and all other privacy laws concerning consumer data. Only the Owners, management, and authorized employees will have access to customer information. To prevent unauthorized access to customer information, Dutchie meets and exceeds security standards set for data transmission, encryption, and storage and is protected by 256-bit



SSL encryption, keeping all information secure and within regulatory compliance.

### **CUSTOMER SERVICE**

Wellgreens understands that optimizing our customers' cannabis retail experience starts with impeccable customer service, and that the only way to improve the experience is to take customer feedback into consideration in adopting and revising Wellgreens' operational standards. As such, Wellgreens will employ the policies described in this section to ensure that our employees are adequately prepared to assist customers with any questions or concerns.

### **MARKETING**

Wellgreens' marketing plan achieves a balance between notifying customers of the retail establishment and addressing public health concerns associated with cannabis sales. Wellgreens appreciates the responsibilities that accompany operating a licensed cannabis retail storefront. Wellgreens also acknowledges that some Santee residents may appreciate time to acclimate to adult-use cannabis dispensaries locating to their neighborhood. Accordingly, Wellgreens will rely primarily on education initiatives to market our products as Santee locals adjust to the adult-use marketplace. Aggressive product marketing has not been planned. Because the market is relatively new, the following plan should be considered as an initial proposal only and will be revised as the marketplace evolves.

### **AUDIENCE VERIFICATION RESEARCH**

Before undertaking any marketing effort, Wellgreens will obtain up-to-date audience composition data to demonstrate that the majority of likely viewers of the proposed advertisement are reasonably expected to be over the age of 21. 4 CCR § 15040(a)(1). Audience composition data on which marketing decisions are based is retained and made available to the DCC immediately upon request. 4 CCR § 15040(d). If the DCC determines that the audience composition data does not comply with the audience composition requirements, Wellgreens will remove the advertising or marketing materials in question. 4 CCR § 15040(e).

Moreover, Wellgreens will not use images of anyone under 21 years of age or content that is appealing to minors in our advertisements. 4 CCR § 15040(a)(2)–(3).

### **MARKETING TACTICS**

Wellgreens' marketing plan achieves a balance between notifying customers of the retail establishment and addressing public health concerns associated with cannabis sales. Wellgreens appreciates the responsibilities that accompany operating a licensed cannabis retail storefront. Wellgreens also acknowledges that some Santee residents may appreciate time to acclimate to adult-use cannabis dispensaries in their neighborhood. Accordingly, Wellgreens will rely primarily on education initiatives to market our products as Santee residents adjust to the adult-use marketplace. Aggressive product marketing has not been planned. Because the market is relatively new, the following plan should be considered as an initial proposal only and will be revised as the marketplace evolves.

Wellgreens will only engage in marketing involving direct, individualized communication or dialogue after utilizing age affirmation to verify that the intended recipient is at least 21 years old. 4 CCR § 15041(a)–(b). Wellgreens will take all reasonable precautions to ensure that communications are not misdirected towards any unintended recipients. Every potential customer will be subject to age affirmation before being added to a mailing list or subscription or being able to consent to receiving direct, individualized communication. 4 CCR § 15041(d).

To further reduce minors' exposure to cannabis, Wellgreens will not hire sign spinners, utilize any other portable outdoor signage, or employ drivers with branded vehicles. Also any electronic advertising media, including Wellgreens' website and social media accounts, will be protected via an electronic age gate to reduce exposure to minors.

All advertising will be truthful and appropriately substantiated. BPC § 26151(d). Furthermore, all advertisements and marketing will accurately

and legibly identify Wellgreens by including, at a minimum, Wellgreens' license number. BPC § 26151(a)(1).

### **RESTRICTIONS ON ADVERTISING AND PROMOTIONS**

Wellgreens' advertisements will not use any depictions or images of minors or anyone under 21 years old. 4 CCR § 15040(a)(2). Also, Wellgreens' advertisements will not contain the use of objects (e.g., toys, inflatables, movie characters, cartoon characters) or include any other display, depiction, or image designed in any manner likely to be appealing to minors or anyone under 21 years old. 4 CCR § 1040(a)(3). Wellgreens will not advertise our business utilizing permanent banners, flags, temporary billboards, or other prohibited signs. Signage shall not depict any image of cannabis or cannabis products. SMC § 7.04.360(G)(5).

Any outdoor signs will: (i) be affixed to a building or permanent structure; and (ii) comply with the applicable provisions of the Outdoor Advertising Act. 4 CCR § 15040(b).

Finally, Wellgreens will not give away any cannabis goods or cannabis accessories as part of a business promotion or other commercial activity and will not advertise giveaways of any type of products, including non-cannabis products. 4 CCR § 15040(a)(4). Prohibited promotions include: (i) buy one get one product free; (ii) free product with any donation; and (iii) contests, sweepstakes, or raffles. 4 CCR § 15040(a)(4).

### **DELIVERY PROCEDURES**

Wellgreens recognizes that a delivery service can be invaluable to those customers who are unable to travel to Wellgreens' dispensary storefront. To ensure a secure and effective delivery service, Wellgreens has developed the policies and procedures described in this section.

**License Required:** Wellgreens will not begin delivery operations until it obtains a business license for retail and delivery activity.

**Number of Deliver Vehicles:** Initially, Wellgreens will have two delivery vehicles. Wellgreens will increase

this number as the number of delivery orders increases. Wellgreens will not use unstaffed vehicles for the purpose of making a delivery. Each delivery vehicle will be under the control of a Wellgreens Delivery Employee. 4 CCR § 5415(c). In addition, each vehicle will be maintained with a commercial automobile insurance policy in accordance with coverage limits. No signs or other indicia that the vehicle is being used for cannabis will be on the vehicle.

Wellgreens will maintain a list of each vehicle that will be used in the delivery of cannabis goods. Upon request, Wellgreens will provide the DCC with the following information: (i) the vehicle's year, make, model, color, license plate number, VIN, and DMV registration; (ii) proof of ownership or a valid lease; and (iii) proof of insurance. 4 CCR § 15417(e). Wellgreens will provide the City with the same information for any new vehicle used to deliver cannabis goods. Wellgreens will notify the City of any changes to vehicle information in writing within thirty (30) calendar days.

**Delivery Locations:** Wellgreens will only deliver cannabis goods to locations that are authorized under law. Wellgreens will only make deliveries to (i) a physical address in California; (ii) not on publicly owned land or on land or in a building leased by a public agency; and (iii) not a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center. 4 CCR § 15416. Our Delivery Employees will not leave the State of California while possessing cannabis goods.

**Delivery Employees:** All deliveries of cannabis goods will be performed in person by a Delivery Employee who is directly employed by Wellgreens. 4 CCR § 15415(a), (c). Each Delivery Employee will be at least 21 years of age. 4 CCR § 15415(b). Prior to hiring a new Delivery Employee, management will obtain a copy of the individual's government-issued driver's license to ensure that the individual is at least 21 years old (4 CCR § 15415(b)) and has the legal right to drive a motor vehicle in California. Management will routinely check driver's licenses on file to ensure that they are not expired or about to expire. Delivery Employees will be instructed to immediately notify management of any issue with driver's licenses, including expiration or suspension.

Delivery Employees will not be permitted to perform deliveries on Wellgreens' behalf until any and all driver's license issues are resolved.

Delivery Employees will only be engaged in cannabis good delivery and necessary rest, fuel, and vehicle repair stops. 4 CCR § 15415(e). To ensure Delivery Employees adhere to this directive, Wellgreens will utilize real-time GPS to track where Delivery Employees are located. Furthermore, all Delivery Employees possess cell phones for the purpose of communicating with the retail storefront.

Wellgreens will maintain an accurate list of its Delivery Employees and will provide the list to the DCC upon request. 4 CCR § 15415(h). Wellgreens Delivery Employees will only perform deliveries for Wellgreens. Wellgreens employees are not permitted to make deliveries for other licensees. Wellgreens Delivery Employees must depart from and return to the same Wellgreens licensed premises. 4 CCR § 15418(c)

**Receiving Delivery Orders:** Wellgreens intends for our customers to be able to place delivery orders through Wellgreens' website via Dutchie online dispensary sales software. All customers are required to be pre-registered with Wellgreens prior to receiving cannabis. Upon receiving a new delivery order, the Sales Associate will first confirm that the customer is registered with Wellgreens, and the order is within the daily sales limit per customer. Next, the Sales Associate will check inventory to ensure that the goods ordered are in stock. If any of the goods are not in stock, the Sales Associate will use professional judgment to offer a suitable alternative to the customer.

If the goods ordered are available, the Sales Associate will record the customer's identifying information and will check the customer-provided delivery address online to verify that it is: (i) a physical

address in California; (ii) not on publicly owned land or on land or in a building leased by a public agency; and (iii) not a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center. 4 CCR § 15416(a),(c),(e). Customers will be informed that age and identity verification will be required at the time of delivery and that order fulfillment is contingent upon age and identity verification.

**Delivery Order Processing:** The Sales Associate will prepare a Delivery Request Receipt for the order containing the following information: (i) Wellgreens' name, address, and license number; (ii) first name and employee number<sup>1</sup> of the employee who delivers the order; (iii) first name and employee number of the employee who prepares the order for delivery; (iv) first name and Wellgreens-assigned customer number<sup>2</sup> for the customer who requests the delivery; (v) date and time the delivery request is made; (vi) delivery address; (vii) detailed description of all cannabis goods requested for delivery, including the weight, volume, or other accurate measure of the amount of the cannabis goods requested; and (viii) total amount paid for the delivery, including any taxes, fees, the cost of the cannabis goods, and any other charges related to the delivery. (Upon delivery, the Delivery Employee will update the Delivery Request Receipt to include the date and time of delivery and the customer's signature.) 4 CCR § 15420(a).

The Sales Associate will retrieve the ordered cannabis goods from storage and visually inspect each good, ensuring that: (i) the good is not expired; (ii) the packaging is intact and unopened; and (iii) the labeling is intact and legible. The Sales Associate will then scan or manually enter each item into the point-of-sale system and will enter the following information into Metrc: (i) name and type of cannabis goods; (ii) UID of cannabis goods; (iii) amount of cannabis goods, by weight or count; (iv) date and

<sup>1</sup> (For the purposes of this section, an employee number is a distinct number assigned by Wellgreens to an employee. Wellgreens is able to identify the employee associated with each employee number upon request from the Department or City. 4 CCR § 15420(c).

<sup>2</sup> For the purposes of this section, a customer number is a distinct number assigned by Wellgreens to a customer that would allow Wellgreens to identify the customer in documents or records using the customer number rather than the customer's full name. Wellgreens will identify the customer associated with each customer number upon request from the Department or City. 4 CCR § 15420(d).

time of sale; and (v) any other information required by licensing authorities. 4 CCR § 15049(c).

The Sales Associate will then add the goods ordered to the driver's Delivery Inventory Ledger, including the following information for each good: (i) type; (ii) brand; (iii) retail value; (iv) UID; and (v) weight or volume. The Delivery Driver will carry a physical copy of the Delivery Inventory Ledger. All cannabis goods prepared for an order that was received and processed prior to the Delivery Driver's departure from Wellgreens' premises will be clearly identified on the Delivery Inventory Ledger. 4 CCR § 15418(e).

The Inventory Manager will ensure the amount of cannabis in each delivery vehicle is in compliance with state law. SMC § 5.100.120(e). Prior to departure, the Inventory Manager will verify that the Delivery Inventory Ledger contains less than \$10,000 of cannabis goods. Furthermore, Wellgreens will ensure that all cannabis goods supplied to Delivery Employees will be associated with an order.

The Sales Associate will place all delivery orders into opaque exit packages (4 CCR § 15413(c)) and will provide the packaged orders to the Delivery Employee, along with copies of the associated Delivery Request Receipts and the Delivery Inventory Ledger (4 CCR § 15418(e), (g)). The Delivery Request Receipt provided to the Delivery Employee will contain all the information required except for the date and time the delivery was made and the signature of the customer. 4 CCR § 15418(g).

**Delivery Vehicle Loading.** Wellgreens Delivery Employees will only carry cannabis goods, cannabis accessories, Wellgreens branded merchandise, or promotional materials in the delivery vehicles. 4 CCR § 15418(c). Delivery vehicles will be loaded in the designated loading adjacent to the building. The delivery vehicle loading area will be under 24-hour video surveillance. 4 CCR § 15044(d)(1). Wellgreens Team Members will load cannabis goods into the enclosed delivery vehicle, ensuring that the goods are stored in a secure, fully enclosed trunk that cannot be accessed from inside the vehicle, or in a secured area or compartment within the interior of the vehicle. 4 CCR § 15417(b). Wellgreens

stores cannabis goods in a locked container that is permanently affixed by drilling into the vehicle and affixing the container to the vehicle's frame.

Delivery Employees will utilize the following checklist below to ensure that all necessary items are in their possession and function properly:

## WELLGREENS

### Delivery Checklist

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

- ☐ Cannabis goods and accessories
- ☐ Wellgreens branded merchandise or promotional materials
- ☐ Delivery Inventory Ledger
- ☐ Delivery Request Receipt
- ☐ Delivery Stop Log
- ☐ Business license
- ☐ DCC Issued QR Code
- ☐ Driver's license
- ☐ Employee identification badge
- ☐ Age verification device
- ☐ Mobile telephone
- ☐ GPS device
- ☐ Sufficient fuel
- ☐ Alarm system
- ☐ Inventory containers and locks
- ☐ Vehicle operator's manual
- ☐ Spare tire and jack

Wellgreens' Delivery Employees will not leave the licensed premises with cannabis goods without at least one delivery order that has already been received and processed. 4 CCR § 15418(d). Furthermore, each Delivery Employee will carry a copy of Wellgreens' current license, a copy of the QR Code Certificate issued by the DCC, the employee's government-issued identification, and Wellgreens identification badge. 4 CCR § 15415(f).

**GPS Tracking:** Each of Wellgreens' delivery vehicles will be outfitted with a dedicated GPS device for identifying the geographic location of the delivery vehicle and recording a history of all locations traveled to during a delivery. 4 CCR § 1417(d). Wellgreens will own the GPS devices and use the devices for delivery



only. 4 CCR § 15417(d). Wellgreens' preferred brand of GPS is WS Trackers.

The GPS devices will be permanently or temporarily affixed to the inside of the delivery vehicles and will remain active at all times during delivery so that Wellgreens is able to identify and document the location of the vehicles at all times during deliveries. 4 CCR § 15417(d). Wellgreens can identify the location of a delivery vehicle while it is conducting deliveries through the On-Fleet iOS application, which integrates with the GPS tracking device software. Wellgreens will also record the GPS device data using the On-Fleet application. Wellgreens' preferred brand of GPS is WS Trackers.

The history of all locations traveled to by a Delivery Employee while engaging in delivery will be maintained by Wellgreens for at least 90 days, and Wellgreens will provide this information to the City and the DCC immediately upon request. 4 CCR § 15417(d).

**Delivery Stop Log:** Delivery Employees will maintain a Delivery Stop Log, i.e., a log of any stops from the time they leave Wellgreens' premises to the time they return to Wellgreens' premises, including the reasons for each stop. 4 CCR § 15418(e). Delivery Employees will complete entries using the On-Fleet application after each stop and before resuming the delivery route. Delivery Stop Log records will be turned in to Wellgreens upon return to the licensed premises. Delivery Stop Logs will be retained and available for inspection for at least seven years. 4 CCR § 15418(f). Immediately upon request by the DCC, the City, or any law enforcement officer, Delivery Employees will provide the log of all stops from the time the Delivery Employee left Wellgreens' premises up to the time of the request. 4 CCR § 15418(h)(3).

**Delivery Employee Communication:** The Delivery Employee and management will communicate via hands-free telephone. Prior to departing from Wellgreens' premises for a delivery, the Delivery Employee will place and receive a test call to verify that the telephone is properly functioning. The Delivery Employee will report all adverse delivery

events to management, who will record the events in a dedicated incident log.

**Delivery Route Guidance:** While conducting deliveries, Delivery Employees will follow the preplanned delivery route as assigned by management using the On-Fleet application or another GPS navigation application as necessary for route guidance. If a stop or deviation from the delivery route is necessary (e.g., for rest, fuel, vehicle repairs, unsafe road conditions, or if stopped by a regulator or law enforcement), the Delivery Employee will communicate the stop or deviation to management and record the stop on the Delivery Stop Log. After any necessary stops or deviations, the Delivery Employee will use the GPS navigation application to continue on the preplanned delivery route or to return to Wellgreens' premises. If there are any technical issues with the navigation application, the Delivery Employee will park the delivery vehicle in a reasonable location to address the issues and contact management if necessary for further instruction.

**Delivery Breaks, Stops, and Inspections:** Delivery Employees will only travel from Wellgreens' premises to a delivery address; from one delivery address to another; or from a delivery address back to Wellgreens' premises, without deviation, except for necessary rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable. 4 CCR § 15421. Delivery Employees will record any stops on the Delivery Stop Log (4 CCR § 15418(e)) and will report any delivery delays caused by road conditions or vehicle problems to management via the hands-free mobile telephone located within the delivery vehicle.

If, during a delivery, the delivery vehicle is stopped by the DCC, the City, or law enforcement, the Delivery Employee will cooperate with the stop and respond to inquiries with urgency, honesty, and professionalism. If the stop is by an agent of the DCC or the City, the Delivery Employee will first request to see the agent's identification badge or other credentials to verify that the agent represents the DCC or the City. Immediately upon request by

the stopping regulator, the Delivery Employee will provide all Delivery Request Receipts, Delivery Stop Logs, and Delivery Inventory Ledgers in the Delivery Employee's possession at the time of the request. 4 CCR § 15418(h).

After the stop, the Delivery Employee will update the Delivery Stop Log to reflect the stop and will call to notify management of the stop. Upon returning to Wellgreens' facility, the Delivery Employee will provide the Delivery Stop Log to management, who will confirm that the log reflects the regulatory stop and ensure that the record is retained in Wellgreens' files.

Wellgreens acknowledges that the DCC and the City may stop and inspect its delivery vehicles at any licensed premises or during delivery. 4 CCR § 15417(f). Wellgreens Delivery Employees are trained to be cooperative and respectful with law enforcement and state and local regulators during inspections.

**Cannabis Consumption During Delivery:** Wellgreens prohibits our Delivery Employees from consuming cannabis or cannabis products while delivering cannabis goods to customers. 4 CCR § 15419. Wellgreens makes all employees utilize a clear bag to bring personal belongings on-site. Wellgreens verifies that our Delivery Employees are not carrying cannabis products during working hours.

**Completing a Delivery:** Upon arrival at a delivery address, the Delivery Employee will attempt to contact the customer. If there is no response within 10 minutes, the Delivery Employee will return to Wellgreens' facility. If there is a response, the Delivery Employee will scan the customer's identification with the age verification device to verify the customer's age and identity. 4 CCR § 15415(g). Furthermore, the Delivery Employee will confirm the cannabis goods sold meet packaging requirements, are tamper-evident and child-resistant, and are located in an opaque exit package. 4 CCR §§ 15413, 15415(h).

The customer will sign the Delivery Request Receipt and will be provided with a copy. 4 CCR § 15420(b). The Delivery Employee will retain a copy of the signed

Delivery Request Receipt for Wellgreens' records. 4 CCR § 15420(b). If requested by a customer, the Delivery Employee will provide a copy of the retail license, the QR Code Certificate, and their employee identification badge. 4 CCR § 15420(f).

**Post-Delivery:** After completing or attempting each delivery, the Delivery Employee will update the Delivery Inventory Ledger to reflect the current inventory in possession of the Delivery Employee. 4 CCR § 15418(e). After completing or attempting the final delivery, the Delivery Employee will update the Delivery Inventory Ledger and may wait up to 30 minutes for a new delivery order. If no new delivery orders are received within 30 minutes, the Delivery Employee shall not make any more deliveries and will return to Wellgreens' premises. 4 CCR § 15418(h). Required meal and rest breaks shall not count toward the 30-minute period.

Delivery Employees will return to Wellgreens' licensed premises after making their last delivery of the day if they have any unsold cannabis goods to return to the premises. 4 CCR § 15415(d) Upon return to the premises, the Delivery Employee will provide management with the Delivery Request Receipts, Delivery Inventory Ledger, and Delivery Stop Log. Management will confirm that the Delivery Request Receipt and Delivery Inventory Ledger are consistent and will unload any undelivered cannabis goods from the delivery vehicle and return the goods to inventory. 4 CCR § 15418(i). Specifically, the undelivered goods will be scanned, logged in as inventory, and returned to the Secure Storage Room.

Management will ensure that these delivery records are retained in Wellgreens' records and available for inspection for at least seven years in accordance with Wellgreens' recordkeeping policies (4 CCR § 5037(a)) and that an authorized employee updates the relevant inventory and Metrc records by the end of the business day. 4 CCR § 15418(j).

**Delivery Vehicles and Product Security During Delivery:** Wellgreens' Delivery Employees will make deliveries and travel only in an enclosed motor vehicle. 4 CCR § 15417(a). Wellgreens will enforce the following policies to ensure product security during

delivery: Delivery Employees will not carry cannabis goods worth more than \$10,000 at any time. 4 CCR § 15418(a). The \$10,000 limit will be calculated using the POS system using the current retail price of all cannabis goods carried by, or within, the delivery vehicle. 4 CCR § 15418(b).

Only authorized Wellgreens employees will operate or be allowed in the delivery vehicle during a cannabis goods delivery. 4 CCR § 15417(a). While carrying cannabis goods for delivery, Delivery Employees will only travel in an enclosed delivery vehicle and will ensure the cannabis goods are not visible to the public. 4 CCR § 15417(a)–(b). Delivery vehicles will not have any marking on the exterior of the vehicle that may indicate the presence of cannabis inside the vehicle. 4 CCR § 15417(a). Delivery Employees will not leave cannabis goods unattended in the delivery vehicle unless the vehicle is locked, the alarm system is active, and the cannabis goods are in a secure container. 4 CCR § 15417(c). A dedicated GPS device will be affixed to the inside of each delivery vehicle, enabling Wellgreens to identify each vehicle's location and recorded history of all locations traveled during delivery. 4 CCR § 15417(d).

**Technology Platform:** Wellgreens will operate strictly within regulatory guidelines to prevent unauthorized sales through third-party entities. We will not engage with unlicensed intermediaries, brokers, or businesses to transfer cannabis goods to customers. 4 CCR §15415.1(a). However, we may partner with a licensed technology platform to facilitate online sales and delivery coordination under specific conditions. The platform will serve only as a facilitator for order placement, without engaging in the delivery of products or sharing in the profits or sales percentages. 4 CCR §15415.1(b) (1). Our business name and license number will be disclosed on all products listed on the platform, and customers will clearly identify our business as the seller before completing any purchase. §15415.1(b) (4). We will ensure the platform refrains from using our license number or business name for its own advertising, and our marketing will remain distinct and compliant with all regulations. §15415.1(b)(3). All receipts and invoices will include our business name and license number, and we will maintain full compliance with delivery, marketing, and advertising requirements outlined in applicable laws. 4 CCR §15415.1(b)(5)–(6).





## **2.G. PRODUCT TRACKING AND DIVERSION PREVENTION**

Wellgreens understands that inventory management and recordkeeping are crucial components of quality control, loss prevention, and regulatory compliance. Thus, Wellgreens has established comprehensive inventory management and recordkeeping policies and procedures, which have been summarized in this section.

### **INVENTORY MANAGER**

Wellgreens' Inventory Manager will have primary oversight over Wellgreens' inventory management system and point-of-sale system. The Inventory Manager will also be responsible for accepting deliveries, overseeing sales and retail storefront employees, recordkeeping, inventory, employee training, and Wellgreens' overall compliance with applicable rules and regulations.

### **POINT-OF-SALE SYSTEM**

To prevent diversion, Wellgreens will utilize Dutchie, a real-time, web-based inventory management and point-of-sale system that integrates seamlessly with Metrc, the State's track-and-trace system. Wellgreens will use approved hardware, such as label printers and barcode scanners, compatible with Dutchie to facilitate accurate and automated tracking of cannabis goods through the facility, minimizing the risk of errors and unauthorized access.

Wellgreens will ensure that all retail storefront sales and significant inventory events are automatically tracked and reported to the State's track-and-trace system via Dutchie. In the event of technical difficulties with syncing, authorized track-and-trace users will be trained to manually enter data. This will maintain continuous compliance. Information documented using Dutchie will be readily available to regulators upon request.

Dutchie will manage comprehensive cannabis tracking, inventory data, gross sales (by weight and by sale), and any other information required by the City. Wellgreens will ensure compatibility with the City's recordkeeping systems, facilitating seamless data integration. Additionally, Dutchie can generate

historical transactional data for review, further supporting regulatory oversight and preventing diversion.

### **INVENTORY STORAGE AND TRACKING**

Through Dutchie, Wellgreens can track the movement of cannabis goods down to the room. Upon receiving inventory shipments from a distributor, Wellgreens will store the inventory inside the premises in a dedicated Secure Storage Room to which customers, vendors, and visitors will not have access. It is at this point that inventory is logged into Dutchie as being located at Wellgreens in the Secure Storage Room. Dutchie lists the inventory as active but not for sale.



When inventory is moved from the Secure Storage Room to the retail floor for sale to customers, a change in rooms is recorded in Dutchie. Dutchie changes the inventory status between the "back stock" inventory room and the "sales floor" retail storefront area. Wellgreens employees scan the products that are being moved to the sales floor, or they can manually update the room in Dutchie. Only



certain employees have access to move inventory between rooms in Dutchie, but the bar code and scanning system ensures that every cannabis good is tracked in Dutchie.

Only a limited amount of cannabis or cannabis products necessary for display purposes will be present in the retail area during operating hours. All other products will remain in the secure vault, preventing unauthorized access and minimizing the risk of diversion. Wellgreens keeps cannabis edibles and beverages on shelving and in refrigerators behind display cases. Cannabis flower and concentrates will be stored in locked and secured display cases designed to protect the product. Only approved retailer employees will have the display door key and remote-control release button to open the display case.

### **VIDEO SURVEILLANCE**

Wellgreens will utilize video surveillance to prevent inventory diversion. Wellgreens will implement a state-of-the-art video surveillance system, utilizing commercial-grade equipment installed in a manner that will prevent cameras from being readily obstructed, tampered with, or disabled. This system is designed to meet the best practices and standards for the most current rules and regulations for dispensaries and to prevent and detect diversion, theft, or loss of cannabis or cannabis products and capture clear and certain identification of all persons in or around the retailer.

Wellgreens will use a professionally monitored, sophisticated high-definition surveillance system that records all activity in images capable of clearly revealing details including employee and visitor ID badges; facial features for facial recognition; and license plates. Employees with monitoring duties will communicate with senior management about any unusual occurrences. Monitors will be mounted in the Manager's Office to facilitate surveillance.

The surveillance footage will be accessible to the City Manager and the Sheriff's Department in real-time, with recordings maintained for a minimum of 120 days. The system will be designed to provide

high-quality footage suitable for legal proceedings and will include internet protocol (IP) address information to facilitate remote monitoring.

### **ACCESS CONTROL**

The Inventory Storage Room is a Limited Access Area subject to access control. Only credentialed employees have access to the Inventory Storage Room. Furthermore, all persons who enter the retailer will be immediately greeted in the lobby by an employee who will verify that the person may remain on the premises and will direct them as necessary (e.g., sign into the visitor's log or await entry into the retail area). Any unauthorized person will be denied access to the retail area and will be required to vacate the premises. Government-issued identification will be verified at check-in using an identification-authentication system which not only checks the individual's age, but also checks the individual against lists and alerts for fraud and excessive purchases.

### **ALARM SYSTEMS**

The Inventory Storage Room will be covered by an alarm system to prevent diversion. The alarm system will at least cover the following areas of the retailer: all points of ingress and egress to and from the retailer, including doorways and windows, rooms with exterior windows, any rooms with exterior walls, any rooms containing a safe, any rooms where cannabis and cannabis products are sold or stored, roof hatches, and the perimeter of the retailer. The alarm system will utilize commercial-grade equipment to prevent and detect diversion, theft, or loss of cannabis and cannabis products. In addition, on-site security guards will respond to every alarm. These sensors will be monitored in real time by a licensed security company.

Panic buttons will be installed at strategic locations throughout the facility, providing direct notification to the Sheriff's Department dispatch in case of emergency.

### **INVENTORY RECONCILIATION**

Wellgreens will utilize the Dutchie system, which is fully integrated with Metrc, to track all cannabis

products from receipt to sale. This system will record every movement of cannabis products, including receipt, storage, sale, and disposal, and will ensure that all data is reported to the State within the mandated 24-hour period.

In order to prevent diversion, the Inventory Manager will conduct weekly inventory reconciliation documenting and balancing cannabis inventory to confirm that Metrc matches Wellgreens' point-of-sale system and the amount of physical product at Wellgreens' facility. 4 CCR § 15051(a).

Informational errors will be corrected immediately upon discovery. If discrepancies cannot be explained and corrected, management will conduct an audit to determine the source of the discrepancy and will notify regulators of any reportable activity. 4 CCR § 15051(b). Specifically, all evidence of diversion, theft, or loss, including significant discrepancies (i.e., a difference between actual and recorded inventory of 5% or more) and evidence of the loss or unauthorized alteration of records, will be reported to local law enforcement, the City, and the DCC within 24 hours of discovery. 4 CCR § 5036(a). Notification to the DCC will be submitted on the Notification and Request Form and will include: (i) date and time of the occurrence of theft, loss, or criminal activity; (ii) name of the local law enforcement agency that was notified; and (iii) description of the incident including, where applicable, the items that were taken or lost. Copies of the Notification and Request Form submitted to the DCC and any other written communications regarding the discrepancies will be

retained in Wellgreens' records and made available to regulators in electronic or hard-copy form immediately upon request.

### INVENTORY LOSS OR THEFT

Wellgreens will promptly document and report in writing any loss or theft of cannabis from the retail storefront to local law enforcement, the City, and the DCC within 24 hours. 4 CCR § 5036. All retail storefront employees will be responsible for reporting to management any discovered loss or theft of cannabis from the retail storefront; as such, all retail storefront employees will be trained regarding the proper protocols for reporting. Management will promptly document and report the loss or theft in writing to the appropriate regulatory authorities.

Wellgreens has developed emergency policies and procedures for securing all product and currency following any instance of diversion, theft, or loss of cannabis and will conduct regular assessments to determine whether additional safeguards are necessary.

### RECORDKEEPING

Wellgreens places great importance on creating thorough records of our operations and storing and maintaining those records so that they are safe, secure, and readily retrievable upon request by regulators. Wellgreens views keeping accurate and up-to-date records as vital to our success as a compliant California retail storefront operator. Wellgreens' General Manager will be responsible for overseeing recordkeeping.





## **2.H. WASTE MANAGEMENT PLAN**

Wellgreens will manage its waste pursuant to a waste management plan that complies with 4 CCR Section 17223 and all state and local laws, including those pertinent to hazardous waste as defined in Public Resources Code section 40141.

### **LOCATION**

### **SECURITY**

The cannabis waste area will have four layers of security. Cannabis waste containers will be located in the limited-access area Inventory Storage Room. This area will remain locked at all times and will be under 24/7 video surveillance. Employees will not be able to access the Inventory Storage Room without an authorized identification card. Our computer system will create a limited-access log detailing which employees access the cannabis waste area. Cannabis waste containers will also be secured by physical locks. Only authorized employees will have a key to unlock the secure waste container. These security measures will ensure cannabis waste remains secure and is protected from diversion.

### **METHOD OF DESTRUCTION**

Cannabis goods intended for disposal will be destroyed by, at a minimum, removing the goods from any packaging or container and rendering them unrecognizable and unusable. Whenever practicable, we will use a destruction method that is environmentally friendly and will result in compostable cannabis waste. For example, cannabis flower will be rendered unusable by grinding the

flower and incorporating it with cat litter or yard waste, so the resulting mixture is at least 90% non-cannabis waste by volume. The resulting cannabis

waste will be secured in a locked receptacle that is restricted to retail storefront employees and authorized waste haulers until it is delivered to a permitted waste facility for final disposition.

### **RECORDKEEPING**

Wellgreens will use Dutchie, which integrates with Metrc, to record the following information within 24 hours of each cannabis waste destruction or disposal: (i) name and type of cannabis goods; (ii) UID of cannabis goods; (iii) amount of cannabis goods, by weight or count; (iv) date and time of destruction or disposal; (v) name of employee performing destruction or disposal; (vi) reason for destruction and disposal; and (vii) entity disposing of the cannabis waste. We will maintain cannabis waste destruction and disposal records for at least seven years, per our recordkeeping procedures. 4 CCR § 15037(a)(7).

Once properly recorded, unusable cannabis waste will be promptly delivered to a permitted compostable mixed waste facility for final disposition. Wellgreens will obtain documentation from the waste facility evidencing the date and time of the facility's receipt of the cannabis waste and will maintain this documentation for at least seven years. 4 CCR § 15037(a)(7).

### **VENDOR IN CHARGE OF DISPOSAL**

Wellgreens' vendor for cannabis waste is Specialized Waste Solutions, Inc. 2100 Haffley Ave. National City, CA 91950 (858) 699-7785. Their website is: <https://www.specializedwastesolutions.com/>



# SECTION B. LABOR AND EMPLOYMENT PLAN



**WELLGREENS**

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Proprietary & Confidential Information



## SECTION B. LABOR AND EMPLOYMENT PLAN

Wellgreens submits the following Labor Plan to outline its effort to promote a local and qualified workforce. This plan summarizes: (1) the number of employees we intend to hire; (2) employee titles, responsibilities, and compensation; and (3) benefits we intend to provide our workforce. With over 5 years of industry experience, Wellgreens has trained and employed hundreds of individuals. Many of its leaders started at the storefront level and advanced through the company. *When filling upper-level management positions, Wellgreens only hires from within.* With an eye to providing a living wage and job opportunities for Santee residents, we look forward to implementing the Labor Plan discussed below.

### 1. NUMBER OF EMPLOYEES

Wellgreens anticipates having approximately 38 employees at opening; and 39 employees at full capacity. A summary of our hiring plan is set forth below:

Title	Year 1	Year 2
General Manager	1	1
Assistant Manager	2	2
Retail Leads	4	4
Sales Associate	20	20
Delivery Driver	4	5
Inventory Clerk	2	2
Inventory Manager	2	2
Receptionist	3	3
<b>Total</b>	<b>38</b>	<b>39</b>

## 2. EMPLOYEE RESPONSIBILITIES

### 1. GENERAL MANAGER:

The General Manager will be responsible for overseeing the day-to-day operations of the store, including supervising employees, ensuring compliance with state regulations, managing inventory and sales, and handling customer service. Our General Manager will have a strong understanding of state and local laws and regulations. The General Manager will have experience working in a cannabis store in at least two different positions to demonstrate a broad understanding of operations. Working hand-in-hand with the Director of Compliance, one of our corporate executives, the General Manager will ensure that the store is compliant with state and local laws and regulations and be able to educate customers on the legal requirements for purchasing and using cannabis products.

Beyond cannabis operations, the General Manager will be responsible for managing a team of employees and ensuring that they provide exceptional customer service. The General Manager will also be a part of mitigating any employee complaints or conflicts that arise. The General Manager will also have a mastery of the various cannabis products available in-store and be able to provide customers with accurate and helpful information about their potential benefits and risks depending on the customer's needs and preferences.

Finally, with assistance from the Inventory Manager, the General Manager will be responsible for managing the store's inventory and ensuring that it is well stocked, properly labeled, and correctly tracked from intake through sale. The General Manager resolves all inventory discrepancies and directs inventory control actions such as receiving, counting, and inspecting for quality and compliance. The General Manager is responsible for accurate

recordkeeping and maintains all required records in electronic and paper form. The General Manager ensures the Inventory Manager and Sales Associates are documenting all inventory movements to the POS system and Metrc to identify the proper location and quantity of product at all times.

When necessary, the General Manager conducts investigations, responds to unemployment claims, and employee relation issues such as employee complaints, harassment allegations, and discrimination complaints. The General Manager escalates employee complaints to the Executive Team when necessary. Finally, the GM oversees day-to-day personnel management. This includes overseeing a weekly work schedule for all employees, determining staffing needs, analyzing sales data for customer traffic patterns, and creating a schedule in consideration of employee schedules.

## **2. ASSISTANT MANAGER.**

Assistant Managers are responsible for assisting the store management team with store operations, interacting with customers to problem solve issues, assisting in the sales process, and ensuring outstanding customer experience and daily task execution. Assistant Manager responsibilities include acting as a leader on the sales floor, greeting all customers in a professional and friendly manner. Assistant Managers also assist in stocking shelves, setting up displays, processing sales, and performing inventory reconciliations. Assistant Managers help to ensure all employees are trained according to company policies and procedures. Assistant Managers ensure that health, safety, operations, and security policies are being followed at all times.

Our Assistant Managers work closely with Sales Associates. They deploy staff, coordinate breaks, and coach and develop Sales Associates in assessing customer needs and ensure customers are satisfied with the level of service and product quality received. In addition, Assistant Managers follow all opening and closing procedures to keep the employees, inventory, cash, and store safe and secure. Assistant Managers report to the General Manager and communicate any situations that put our customers or employees at risk.

## **3. SALES ASSOCIATE:**

The Sales Associates are the customer facing cannabis specialists in our storefront. They greet customers upon entry and assist with any purchasing needs. Our Sales Associates will be responsible for interacting with customers and helping them choose the right products based on their needs and preferences. This will involve providing product knowledge and education, as well as processing sales transactions. If a more advanced product consultation is needed, or if a customer has specialized needs or questions, the General Manager may be brought into the conversation. Usually, these consultations will be completed by the Sales Associate alone, however.

Our Sales Associates have a thorough understanding of the various types of cannabis products available, including their effects, potential benefits, potency, mode of administration, and any potential risks or side effects. This knowledge will enable the Sales Associate to provide accurate and helpful information to customers, helping them to make informed decisions about the products they choose to purchase.

Our Sales Associates are also responsible for providing excellent customer service. This includes communicating with customers and listening to their needs and concerns in a friendly and approachable manner. Sales Associates are our most important point of contact with our customers.

Sales Associates are responsible for performing storefront operations in compliance with state and local law, as well as company policy and procedures. They are responsible for checking IDs to ensure compliance with age verification regulations. In addition, Sales Associates are responsible for processing sales, adhering to daily limits, and recording the sales in our POS system. The Sales Associates ensure the workplace is clean and tidy throughout the day and that brand presentation standards are met.

## **4. INVENTORY MANAGER:**

The Inventory Manager is responsible for and oversees all aspects of inventory acquisition and management, including compliance with regulations

and Metrc track and trace. The Inventory Manager oversees intake, handling, storage procedures, compliant packaging, quality control and due diligence on distributor license status. The Inventory Manager examines all incoming shipments to ensure proper identification and labeling, and to ensure that all batches and testing results correspond to the shipping manifest filed with the DCC. The Inventory Manager analyzes historical sales records to forecast customer demand and restock products in a timely manner to prevent shortages.

The Inventory Manager is responsible for implementing inventory audits and inspections to verify that products have not been tampered with prior to sale with spot inspections and audits. The Inventory Manager communicates with the General Manager and Wellgreens ownership if a significant discrepancy of inventory is discovered. The Inventory Manager manages storage of cannabis goods under proper temperature and security to ensure freshness and safety. The Inventory Manager implements tracking inventory in the POS System and Track-and-Trace compliance. The Inventory Manager assists the General Manager and Retail Manager as needed.

### **5. INVENTORY CLERK.**

The Inventory Clerk is responsible for managing and maintaining the inventory levels of products. The Inventory Clerk is responsible for coordinating with the Inventory Manager to ensure that products are available for sale, handling the intake of product deliveries, restocking and merchandising products on the sales floor, and ensuring that products are available for purchase both in-store and online. The Inventory Clerk is also responsible for maintaining friendly relationships with vendors and performing weekly inventory counts with the Inventory Manager to identify any discrepancies. Other responsibilities include keeping an organized and efficient work environment in the receiving area, Inventory Storage Room and on the sales floor, and being versatile in shifting to a hybrid role by assisting with sales and/or packing online orders during rushes. The Inventory Clerk plays a crucial role in ensuring that the store maintains an adequate supply of cannabis goods both in storage and on the sales floor.

### **6. RECEPTIONIST.**

The Receptionist serves as the first point of contact for customers in the retail space and on the phone, and acts as a liaison between customers and management teams. Reporting to the Assistant/General Manager, the Receptionist is responsible for creating a welcoming and positive customer experience by being enthusiastic, personable, and welcoming upon every customer's entry into the store. The Receptionist is responsible for verifying customer age and identification, explaining the store's procedures and policies, and facilitating orderly flow into the retail sales room. Finally, the Receptionist must understand our POS system and the Receptionist is responsible for creating customer profiles in the POS system.

### **7. RETAIL LEAD.**

The Retail Lead supports the General Manager (GM) in achieving sales goals and ensuring smooth store performance. The Retail Lead role fosters a high-performing, customer-focused environment by ensuring impeccable customer service, compliance with standard operating procedures, and being a support to the General Manager and Sales Associates. The Retail Lead ensures policies and procedures are consistently followed, directs stock management on the sales floor and brand presentation, and provides coaching and feedback to Sales Associates. The Retail Lead plays a key role in driving sales, maintaining operational excellence, and promoting teamwork.

### **8. DELIVERY DRIVER.**

The Delivery Driver delivers cannabis products to customers on time and follows the best routes between deliveries. The Delivery Driver loads, unloads, inspects, and drives the delivery vehicle, keeping inventory, storage container, and the vehicle clean and organized. The Delivery Driver fills orders in the field pursuant to instructions from the retail storefront, handles payments, gives exact change, and maintains proper record. The Delivery Driver notifies customers about new deals and products. The Delivery Driver keeps accurate delivery logs, and reports any issues or delays to dispatch.

## COMPENSATION

To ensure that Wellgreens maintains its reputation as a supplier of competitive job opportunities, we plan to offer compensation that is not only competitive with local market rates for the skills our employees provide but is also compatible with the ideal of providing a living wage to our associates. This is crucial to ensure the maintenance of a happy and dependable workforce.

To be specific, none of our Wellgreens employees earn under \$22.61 per hour, and most earn

significantly more than that when tips and bonuses are included. Our total compensation bands are set forth below. **The numbers listed below reflect guaranteed base compensation.** As indicated in the table, all Wellgreens employees make more than the living wage of \$20.42 as determined by the City of San Diego Living Wage Ordinance.<sup>1</sup>

Our compensation may include adjusting hourly wages to compensate for inflated cost-of-living, 401(k) plans, health insurance, and fair paid time off.

Title	Wellgreens Wage /hour	Comparable Wage	% higher than comparable industry
General Manager	\$63.02 (\$131,081.6)	\$ 63.02 <sup>2</sup>	Equal
Assistant Manager	\$29.50 (\$61,360)	\$ 23.65 <sup>3</sup>	25% higher
Retail Lead	\$28.50 (\$59,280)	N/A	N/A
Sales Associate	\$26.50 (\$55,120)	\$ 17.46 <sup>4</sup>	51% higher
Receptionists	\$24.00 (\$49,920)	\$ 18.10 <sup>5</sup>	33% higher
Delivery Driver	\$25.00 (\$52,000)	\$ 18.90 <sup>6</sup>	32% higher
Inventory Clerk	\$22.61 (\$46,800)	\$ 19.75 <sup>7</sup>	15% higher
Inventory Manager	\$29.50 (\$61,360)	\$ 23.65 <sup>8</sup>	25% higher

1 <https://www.sandiego.gov/sites/default/files/2024-03/fy25-living-wage-070124-063025.pdf>

2 <https://www.bls.gov/oes/current/oes111021.htm>

3 <https://www.bls.gov/oes/current/oes411011.htm>

4 <https://www.bls.gov/oes/current/oes412031.htm>

5 <https://www.bls.gov/oes/current/oes434171.htm>

6 <https://www.bls.gov/oes/current/oes533031.htm>

7 <https://www.bls.gov/oes/current/oes435071.htm>

8 <https://www.bls.gov/oes/current/oes411011.htm>



### 3. EMPLOYEE BENEFITS

Wellgreens is committed to ensuring its employees' well-being and providing an industry leading host of benefits. As explained in more detail below, Wellgreens will wellness benefits like Medical, Dental, Vision, Health Savings and Spending Accounts, Disability, Life Insurance, and a host of other benefits. Employees can explore these benefits with support from our benefits coordinators to get the best care at the best price.

#### **HEALTH INSURANCE:**

We offer comprehensive healthcare coverage to our employees, sharing the costs 50/50 between the company and the employee. This coverage helps reduce the financial burden of things like doctor's visits, prescription medications, and hospital stays. Employees also have the option to upgrade the plan and include dependents if they choose.

#### **DENTAL INSURANCE:**

Wellgreens also offers dental insurance to all employees, covering 50% of the premiums for full-time employees. This benefit helps employees maintain good oral health and can save them money on routine dental procedures.

#### **VISION INSURANCE:**

Wellgreens provides vision insurance to all employees, covering 50% of the premiums for full-time employees. This benefit helps employees maintain good eye health and can save them money on eyeglasses, contacts, and other vision-related expenses.

#### **MATERNITY & PATERNITY LEAVE:**

Wellgreens offers 12 weeks of paid leave to all full-time employees welcoming a new child, in compliance with California pregnancy and family leave laws. This benefit allows employees to take time off to care for their newborn and adjust to their new family responsibilities.

#### **RETIREMENT BENEFITS:**

To help employees plan for their future, we offer retirement benefits such as 401(k) plans. These benefits can help employees save for retirement and provide a source of income in their later years. We are exploring a 401k match and hope to have one in place if and when Santee opens.

#### **SALES BONUSES:**

Wellgreens will pay a quarterly sales bonus to all Sales Assistants who hit the sales target in the particular quarter. The amount will be determined based on sales generated in the location

#### **FAMILY-FRIENDLY SHIFTS:**

Wellgreens values family unity and encourages parent participation in their children's events. To support this, Wellgreens makes its best efforts to grant reasonable requests for time off from team members for child-related events. This benefit allows employees to attend important family events without sacrificing their work responsibilities.

#### **PAID TIME OFF:**

Employees appreciate having time off to rest and recharge, so businesses may offer paid vacation, sick leave, and personal days. Employees of Wellgreens accrue 1 hour of PTO per every 16 hours worked. This equates to 15 days per year.

#### **SILLS DEVELOPMENT.**

Wellgreens will offer tuition reimbursement of up to \$500 per year to employees who seek to further their education in a manner that will positively impact the Wellgreens storefront. Before enrolling in courses, interested employees will meet with management to discuss the educational platform and courses they intend to pursue. to discuss the educational platform and courses they intend to pursue.

#### **EMPLOYEE DISCOUNTS:**

We offer our employees 30% off all in-store products.

**VOLUNTEER TIME OFF:**

All employees are entitled to paid time off for time spent volunteering with a nonprofit organization based in San Diego County sponsored community event. Full-time employees can accrue up to 40 paid hours per year

**UNCOMPENSATED TIME OFF:**

Wellgreens provides up to 30 uncompensated days off per year for an illness of the employee or his or her immediate family if an employee has exhausted

all of his or her compensated days off. This time is beyond all leaves permitted and required by law.

**UNION MEMBERSHIP:**

Wellgreens will adhere to all union requirements pursuant to the regulations of the State of California. The company reached out to UFCW Local 135 to discuss and enter into a Labor Peace Agreement. If awarded a license, Wellgreens will enter into a labor peace agreement.



# CONFIDENTIAL

## Labor Peace Agreement

**Mission Gorge, LLC** (the “Company”) and the **United Food and Commercial Workers Union Local 135** (the “Union”) (collectively, the “Parties”) hereby agree to the following terms:

1. This Agreement is entered into pursuant to California Business and Professions Code §§ 26001 *et seq.* and 26051.5 *et seq.* to ensure compliance with the California Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA) and all applicable local cannabis ordinances and regulations.
2. **Covered Location.** This Agreement shall cover all the employees employed by the Company in the Company’s licensed commercial cannabis facility located at **7751 Mission Gorge Rd Santee, CA** (“Covered Location”) as more fully described in Exhibit “A”.
3. **Neutrality and Non-Disparagement.** The Company agrees to take a neutral approach to the unionization of workers at the Covered Location and to not disrupt the Union’s efforts to communicate with, and attempt to organize and represent, its employees at the Covered Location. This includes the Company refraining from making demeaning comments concerning the Union to its employees at the Covered Location. Neither the Union nor its representatives shall present or portray the Company in a bad light to employees or to the public.
4. **No Economic Interference.** The Union agrees to refrain from engaging in any picketing, strikes, handbilling, boycotts, work stoppages, sympathy strikes, slowdowns, or any other economic action of any kind or nature whatsoever against or at the Company’s facilities or operations, including, without limitation, public hand billing, public display of banners, demonstrations directed at the Company, refusals to handle merchandise or advocacy against the Company’s interests before any federal, state, or local licensing bureau.
5. **Access.** Upon reasonable notice, the Company grants the Union and its Union representatives access onto the Company’s premises in non-working areas of the Covered Location during the employees’ working hours to speak with bargaining unit employees during their non-working time, including meal periods and rest breaks. Prior to taking access for this purpose, the Union shall notify the store’s Manager of the identity of the person(s) who shall be coming onto the premises for this purpose and shall update that information if the identity of these Union representatives changes. The Company will cooperate with the Union in making arrangements to permit these conversations to be held in areas where the employees will be able to speak to the Union representatives without monitoring by the Company. The Union will comply with all security and other rules and regulations applicable to any other person or entity visiting the Company’s premises.
6. **Meeting.** At the Union’s request, the Company will conduct a meeting, not to exceed one hour in length and on a mutually agreed upon date and time, with all of the regular full time and regular part time employees of the Company who work at the Covered Location in the job classifications set forth in Exhibit “A” (the “Covered Employees”). At the meeting, the Company will tell the employees that it is neutral, does not object to their talking to and supporting the Union, and will negotiate a collective bargaining agreement (CBA) with the Union if a majority of the bargaining unit employees designate the Union as their collective bargaining representative. Union representatives will attend the meeting and, after the Company has introduced them and left the meeting, the Union representatives will talk with the employees about the Union.

## **CONFIDENTIAL**

7. **Contact Information.** Within twenty (20) days of the Company's receipt of the Union's written notice of intent to organize, the Company shall furnish to the Union the names (with address and contact information. e.g., cell and home numbers, email addresses) and job classifications of all Covered Employees. The Company further agrees thereafter to update the list upon the Union's request, not to exceed once per month. The Union shall keep all employee information confidential and shall not use or disclose the information for any purpose other than the purposes of this Agreement or as required by law.
8. **Recognition.** The Union may request voluntary recognition as the exclusive collective bargaining representative of the Covered Employees. At either party's request, a neutral third party mutually agreed upon by the Parties will be selected to conduct a review of the Covered Employees' authorization cards and membership information submitted by the Union in support of its claim to represent a majority of the Covered Employees. The Union's membership information shall be compared to signature exemplars furnished by the Company. The eligibility of Covered Employees shall be determined in accordance with the National Labor Relations Act and National Labor Relations Board law and procedures. If such review establishes that a majority of the Covered Employees have designated the Union to be their exclusive bargaining representative, the Company will officially recognize the Union as the Covered Employees' exclusive bargaining representative.
9. **No Charges.** Neither the Union nor the Company shall file any charges with the National Labor Relations Board in connection with any act or omission occurring within the context of this Agreement. It is the intention of the Parties to resolve all disputes under this Agreement through good faith negotiations. Where such negotiations do not resolve the matter in dispute, either party may submit the dispute to expedited non-binding mediation before a mutually selected mediator affiliated with the Federal Mediation and Conciliation Service. If the matter is not resolved through mediation, either party may submit the matter to arbitration in accordance with Section 11 of this Agreement.
10. **Bargaining.** If the Union is recognized as the exclusive bargaining representative as provided in Section 8 of this Agreement, the Parties will begin negotiations for a CBA within one hundred and twenty (120) days from the date of recognition, unless extended by mutual agreement. If the Union and Company are unable to agree to a collective bargaining agreement within twelve months from commencement of negotiations, the Parties agree that either the Company or the Union may require that all open provisions and issues be submitted to final and binding interest arbitration per Paragraph 11 of this Agreement. The arbitrator shall be guided by the: (1) Company's size, type of business, and financial ability; (2) prevailing industry standards for comparable businesses to that of the Company.
11. **Arbitration.** The parties agree that final and binding arbitration will be the exclusive remedy for any alleged violations of this Agreement and any dispute or claim arising from or relating to the interpretation or application of any provision of this Agreement. Arbitration shall take place at a location to be mutually agreed upon within twenty-five (25) miles of the Covered Facility with an arbitrator mutually agreed upon by the parties. If the Parties are unable to agree upon an arbitrator within seven (7) business days, they shall request from the Federal Mediation and Conciliation Service a list of five (5) arbitrators who are members of the National Academy of Arbitrators and who have their principal office in Southern California. The Parties shall, within fourteen (14) days of receiving the list, select an arbitrator by alternatively striking names from the list. The party to strike first shall be determined by a coin toss. The arbitrator shall conduct the arbitration according to the American Arbitration Association's rules and procedures. The arbitrator is authorized to compel the attendance of witnesses



**CONFIDENTIAL**

and the production of documents at the arbitration hearing, and to award appropriate monetary, injunctive and declaratory relief.

12. **Successorship.** This Agreement will be binding on the Parties' legal successors and assigns.

13. **Severability.** If any provision of this Agreement is held illegal, void or invalid under any applicable law, the Parties will meet and confer to amend the provision to make it legal, valid and binding, and the remaining provisions of this Agreement will remain binding and enforceable according to their terms and the Parties' intent.

14. **Term of Agreement.** This Agreement shall remain in effect from the date it is fully executed by the Parties until the *earlier of*: (i) three (3) years from the date the Company executes the Agreement; or (ii) upon execution of a collective bargaining agreement; or (iii) the date upon which the Company has less than ten (10) employees. The Agreement will renew for additional one (1) year terms unless and until either Party gives the other written notice at least thirty (30) days prior to the expiration.

15. **Confidentiality.** The Company and Union agree that all terms and conditions of this Agreement are confidential and proprietary between the Parties and shall not be disclosed to anyone else, except as may be necessary to effectuate this agreement, as required by law or court order, or as mutually agreed upon in writing prior to disclosure.

\_\_\_\_\_  
For the Company (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company/Company name

**Grant Tom**

\_\_\_\_\_  
For the Union (print name)

\_\_\_\_\_  
Signature

**10/24/24**

\_\_\_\_\_  
Date

**UFCW Local 135**

\_\_\_\_\_  
Union

## CONFIDENTIAL

### Exhibit “A”

**Included:** All full-time and regular part-time hourly/non-exempt retail associates, drivers, and lead persons employed by the Employer and working at the Covered Location.

**Excluded:** All other employees, including administrative employees, clerical employees, and all guards, managerial, supervisory, confidential, casual, seasonal, and temporary employees of the Employer working at the Covered Location as those terms are defined by the National Labor Relations Act and applicable decisions of the NLRB. Also excluded are employees in marketing, accounting, and outside sales associates.

# SECTION C. SECURITY PLAN



## WELLGREENS

Proprietary & Confidential Information

## SECTION C. SECURITY PLAN

### 1. QUALIFIED SECURITY PROFESSIONAL

Wellgreens' security mission is to protect public safety and security while preventing cannabis theft and diversion. For this, Wellgreens has contracted with **Sapphire Risk Advisory Group, LLC** (Sapphire) (B07328001 Security Consultant, Texas, [www.sapphirerisk.com](http://www.sapphirerisk.com)) to prepare this security plan, as well as assist in designing and implementing its security program and strategy. Sapphire has extensive expertise in implementing loss-prevention controls and processes that mitigate security threats from armed robbery and burglary specific to the cannabis industry. To prevent offsite impacts to adjoining or near properties, Sapphire and their clients focus on preventing crime before it occurs. While reactive methods of catching criminals are instituted, this security plan focuses on deterrence. Sapphire has designed security operations for over 800 cannabis businesses in 37 states, including over 175 in California.

Wellgreens will ensure compliance with the Application Procedure Guidelines for a Cannabis Business Permit (Guidelines), the Santee Municipal Code (SMC), as well as the California Code of Regulations, Title 4, Division 19 (4 CCR), issued by the Department of Cannabis Control ("Department" or "DCC"). Wellgreens will be responsible for all violations of the laws, regulations, and ordinances of the State and City, including any violations committed by any employee or agent of Wellgreens. Per SMC §7.04.360(L), Wellgreens understands all provisions incorporated within Section 7.04.320, Security Measures, are directly applicable and binding.

The following plan details the security measures Wellgreens will institute to ensure the safety of people both at the dispensary and the property. Compliance with the foregoing requirements will be verified by the City Manager prior to commencing business operations, per SMC §7.04.320(F). Upon renewal, the City Manager or San Diego County

Sheriff's Department may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner. Per SMC §7.04.350, the City Manager may develop other cannabis business operational requirements or regulations as are determined to be necessary to protect the public health, safety, and welfare.

### 2. PREMISES DIAGRAM

The premises security diagram for this security plan meets the requirements of 4 CCR §15006 and was prepared by a licensed architect.

### 3. OPERATIONAL SECURITY

#### ACCESS AND VISITOR CONTROL

##### **FACILITY ACCESS PROTOCOLS**

Per SMC §7.04.320(A), Wellgreens will implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis or cannabis products at Wellgreens. Wellgreens will have a professionally installed access control system designed to protect the inventory, facility, and employees, per SMC §7.04.320(A)(15). Network security protocols will be certified by Underwriters Laboratories, LLC, via an IT company, such as **Elite Security** (BSIS PPO #12052), familiar with UL 2900 standards and implementation and currently a company vendor.

All entrances into the facility will be secured and locked at all times with entry controlled by Wellgreens. A door alarm will be connected to all entry points to ensure that employees and security guards are aware of ingress and egress at the facility. The interior will have a Reception Area where customers and visitors must verify their age and purpose with security personnel before being allowed into the Retail Area. Per SMC §7.04.360(F), all restrooms used by the public will remain locked and under the control of management.

Wellgreens will restrict access to any area containing cannabis to all persons except authorized



employees or managers. Wellgreens will employ a modular, scalable access control system for limited and restricted areas to prevent sharing of access credentials and regulate the entry of employees and visitors. Wellgreens will provide identification key cards for retailer employees based on the location to which they are assigned at a given time to ensure that only employees necessary for a particular function can access that area. Each employee card will contain a picture of the employee, and a unique serial number associated with the employee. Per 4 CCR §15043, every employee of Wellgreens will also, at all times when present on the premises, wear an identification badge issued by the company containing, at a minimum, the company's name and license number, the employee's first name, their employee number, and a color photograph of the employee that clearly shows the entire front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

A KNOX-BOX Rapid Entry System safe box will be wall-mounted outside the Reception Area and hold building keys for first responders to retrieve in emergencies. The local fire companies will hold master keys to all boxes in their response area so that they can quickly enter the premises without having to force entry or find individual keys. Additionally, emergency vehicles will have full access to the premises to provide adequate emergency vehicle access (Fire, Sheriff, Ambulance) and to give the best possible emergency response time.

### **COMMERCIAL DOORS, WINDOWS, AND LOCKS**

Per SMC §7.04.360(K), operating hours will be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week. Per SMC §7.04.320(A)(12), entrance areas will remain under the control of a designated responsible party that is either: (a) an employee of Wellgreens; or (b) a licensed security professional. Wellgreens will proactively limit concealment outside the premises, and obstructions, trash, ladders, or other equipment will be removed from the exterior to prevent easy egress to the roof. No door or access point within the premises will be blocked or obstructed by interior or exterior security gates, grilles, or shutters during the dispensary's hours of operation. Steel bollards or similar physical barriers will be installed in front

of the premises and rear doors to prevent a vehicle from driving through. Wellgreens will ensure exterior windows are burglar-resistant and secured with glass break sensors. Per SMC §7.04.320(A)(9), any security measures, such as bars, installed on the windows or the doors of the facility will be installed only on the interior of the building.

All exterior doors and windows will be alarmed and secured against entrance or breakage. These doors will remain closed and locked when not immediately being used to enter or exit the area; windows will remain closed at all times. Wellgreens will install commercial-grade, non-residential metal doors and hatches and commercial Grade 1 ANSI-rated door locks on all exterior doors unused for public entry and every door leading to a Limited Access Area, per 4 CCR §15046. These steel security doors will be on a metal frame and hinges, and on the door's interior to prevent forced entry. Exterior locks will be shielded with metal plates to prevent manipulation from the outside.

Limited Access Areas will remain securely locked and protected from entry until access is required. Per SMC §7.04.320(A)(11), Wellgreens will have the capability to remain secure during a power outage and will ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage. The required exit doors will be manually operable during a power outage to provide safe egress as required by the California Building and Fire Codes. A door alarm will be connected to all entry points to ensure employees and security guards are aware of the ingress and egress of customers, employees, visitors, or any individuals affecting the total capacity of the retailer. High-security keys will be available to override the locks while preventing duplication mechanically. Wellgreens will keep all locks and security equipment in good working order.

### **LIMITED ACCESS AREAS**

Per SMC §7.04.320(A)(3), Wellgreens will establish limited access areas accessible only to authorized personnel. Only authorized employees and personnel will be allowed access into areas where cannabis, cash or currency is being stored for any period of

time. Interior access control entry points will separate the Limited Access Areas (such as the Inventory Area) from all the retail customer areas of the dispensary (such as the Reception and Retail Area). Other than retail customer areas, all other areas are restricted to managers, staff, and other persons with a bona fide or regulatory purpose for being there. These points separate the area restricted from public entrances or unauthorized employees; most notably, areas with customers and patients will be separated from areas related to storage, handling of cannabis, or security information. Limited Access Areas will only be accessible to employees requiring such access to perform functions, and this access will be scheduled.

Secure areas like the Inventory Area and Manager's Office will have a two-factor authentication key card and PIN access system. Authorized individuals will present their access control card at the reader. If they are currently authorized to enter, the reader will require a PIN code before releasing the entry-locking hardware. Only those employees needing access to particular areas of the retailer will be given the necessary authorization. The keycard and PIN reader will have a duress feature. All employees will be given a duress PIN code that they may enter into the keypad; this code will signal an emergency but still open the door or Inventory Area. Any lost or stolen key cards will be reported to the management immediately so that card access may be suspended.

### **ENTRANCES INTO AREAS WHERE CANNABIS IS DISPLAYED OR SOLD**

Wellgreens will ensure that any area where cannabis products are displayed or offered for sale is locked and under strict control at all times. Wellgreens will have a separate Reception Area where identification is checked to ensure only qualified persons gain access to where cannabis products are displayed. Wellgreens will use a door buzzer entry system between the Reception Area and Retail Area, which will be activated to allow customers to enter only after their identification, age, and medical cannabis patient qualifications (if applicable) are confirmed. Retail customers will only be permitted in designated retail customer areas. Wellgreens will verify that persons entering the retail customer areas are authorized to purchase cannabis. Only

people over 21 are allowed access to the facility, other than those 18–20 years old with proper medical cannabis documentation, per 4 CCR 15404(a-b), SMC §7.04.340(H)(2) and SMC §7.04.360(I). Valid proof of a physician's recommendation or MMIC and photo identification is required before entry.

### **VISITOR PROCEDURES**

A person who is not a customer or a holder of a valid employee identification badge/access key card of Wellgreens is prohibited from accessing the facility unless they receive authorization and obtain a visitor identification badge with the visitor's name and company. No visitors under 21 years of age are permitted to enter the premises, and authorized visitors will not be allowed to enter Limited Access Areas of the facility without reason. Per SMC §7.04.360(H)(1), access to the premises of a retail permittee will be limited to individuals who are at least 21 years of age. Per SMC §7.04.360(H)(2), notwithstanding subsection (H)(1) of this section, individuals who are at least 18 years of age and in possession of a valid physician's recommendation will be granted access to the premises for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

Per SMC §7.04.360(B), Wellgreens will verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20 years old, Wellgreens will confirm the customer's possession of a valid doctor's recommendation, MMIC, or both. For adult-use purchases, Wellgreens will verify that all customers are 21 years of age or older.

Upon entry into Reception, the visitor will communicate the purpose of their visit to a Security Guard. Additionally, per SMC §7.04.360(C), individuals must show their government-issued identification, and, in the case of qualified patients, their physician's recommendation, MMIC, or both to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or MMIC must also be shown at the point-of-sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location. Government-issued identification will be verified

using an identification-authentication system which not only checks the individual's age but also checks the individual against lists and alerts for fraud and excessive purchases. Acceptable forms of ID will be limited to a government-issued passport, a state-issued driver's license, a state-issued identification card, or any other identification card issued by a state, territory, or possession of the United States, that bears a picture of the person, the name of the person, the person's date of birth, and a physical description of the person. If the transaction employee the Sales Associate or senior management believes diversion by a qualified patient or primary caregiver is occurring, an investigation will be opened. Identification will be verified again before purchase of purchasing any product or merchandise.

Per SMC §7.04.360(J), Wellgreens will establish Limited Access Areas and permit only authorized individuals to enter the Limited Access Areas. Authorized individuals include individuals employed by Wellgreens as well as any outside vendors, contractors, or other individuals conducting business that requires access to the Limited Access Area. All individuals granted access to the Limited Access Area will be at least 21 years of age, and if not employed by Wellgreens, will be escorted at all times by an employee of the permittee. Wellgreens will maintain a log of all individuals who are not employees who are granted access to the Limited Access Area. These logs will be made available to the City Manager or the Sheriff's Department upon request.

## **INVENTORY CONTROL**

### **TRACKING CANNABIS INVENTORY**

All cannabis and cannabis products sold, distributed, or manufactured will be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations, pursuant to SMC §7.04.340(E) and 4 CCR. Wellgreens will maintain an inventory control and reporting system, per SMC §7.04.310(C), that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing, production, manufacturing, retail, and laboratory

testing processes (as applicable) until purchase as set forth in DCC's regulations and California law. As per SMC §7.04.320(A)(14), Wellgreens will demonstrate to the City Manager compliance with Metrc, the State's track-and-trace system for cannabis and cannabis products as soon as it is operational.

Wellgreens will conduct an initial comprehensive inventory of all cannabis in the possession and will include damaged, defective, expired, or adulterated cannabis awaiting disposal, including the name, the quantity, and the reasons for which Wellgreens is maintaining the cannabis. Wellgreens will maintain the results of the inventory reconciliation and make the results available to the DCC. Wellgreens will also conduct a monthly audit of all useable and unusable cannabis, as well as an annual comprehensive audit. All inventories will be maintained in electronic format and will include the date of the inventory, a summary of the inventory findings, and the names, electronic signatures, and titles of the individuals who conducted the inventory. The employee performing the inventory will directly input their findings into a device that interfaces with the inventory control system.

Wellgreens currently uses Dutchie for its point-of-sale and inventory tracking system. Dutchie is a popular choice for dispensaries and complies with all DCC software requirements. Per SMC §7.04.340(D) and 4 CCR §15047.2(a), Wellgreens will have in place a point-of-sale or inventory management tracking system to track and report on all aspects of the cannabis business, including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale), and other information which may be deemed necessary by the City. Wellgreens will ensure that such information is compatible with the City's recordkeeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager prior to being used by Wellgreens.

Wellgreens, per SMC §7.04.320(A)(13), will have an accounting software system in place to provide point-of-sale data as well as audit trails for both product and cash, where applicable. Two employees will

independently perform inventory reconciliations, and problems will be reported to the General Manager. All inventory product weights will be performed using the same commercial scale. All scales will be inspected and approved by the Department of Weights and Measures. Results will be logged and reconciled upon completions.

### REPORTING

Per 4 CCR §15051(a), Wellgreens will perform a company-wide inventory reconciliation of all cannabis and cannabis products at least once every 30 days. Per 4 CCR §15036 and SMC §7.04.320(E), Wellgreens will notify the City Manager within 24 hours after discovering any of the following, as listed under SMC §7.04.320(E)(1-4):

1. Significant discrepancies identified during inventory. The level of significance will be determined by the regulations promulgated by the City Manager.
2. Diversion, theft, loss, or any criminal activity involving Wellgreens or any agent or employee of Wellgreens.
3. The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of Wellgreens.
4. Any other breach of security.

Any problems or concerns will be brought to the General Manager, who will take all appropriate steps including contacting the appropriate authorities if there is suspected criminal activity. Results will be maintained and provided to the City or the DCC upon request.

### CANNABIS SECURE STORAGE POLICIES

Per SMC §7.04.320(A)(4), except for limited amounts of cannabis or cannabis products being used for display purposes in retail areas, all finished goods at Wellgreens will be stored in a secured and locked vault or vault-equivalent during non-operating hours. All safes and vaults used to store cash or cannabis goods will be compliant with Underwriters Laboratories, LLC (UL) burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live clone plants that are being sold, will be kept in a manner as to prevent diversion, theft, and loss. Wellgreens' Inventory Area has been designated to store all

usable, quarantined, and pending-disposal cannabis in the facility after business hours in a manner to prevent diversion, theft, and loss. Cannabis and cannabis products on-site will never be visible from the public right-of-way, from the main entrance, or any unsecured areas surrounding the premises.

Per SMC §7.04.360(E), Wellgreens will have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors will not have access. All cannabis and cannabis products on display in the Retail Area will be stored in locked and secured display cases with an internal alarm system supported by 15mil safety laminate glass.

At the close of the business day, two (2) employees will inventory cannabis products behind the POS area and from any display cases and secure them for overnight storage. The Inventory Area will be located in an area separated from the main entrance and will be secured with a lock accessible only to managers. Wellgreens will ensure storage areas provide adequate lighting, ventilation, sanitation, temperature, humidity, and the space, equipment, and security conditions for dispensing cannabis. All safes and vaults will comply with UL's burglary-resistant and fire-resistant standards. Class 1 vault panels will be installed, and a Class 1 door with a Group 1 lock will be used for entry into the Inventory Area.

### ODOR

Per SMC §7.04.340(I), odor control devices and techniques will be incorporated to ensure that odors from cannabis are not detectable off site. Wellgreens will provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside Wellgreens that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as Wellgreens. As such,



Wellgreens must obtain a building permit and install and maintain the following equipment, or any other equipment which the Director determines is a more effective method or technology, as listed under SMC §7.04.340(l)(1-2):

- An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; and
- An air system that creates negative air pressure between Wellgreens' interior and exterior, so that the odors generated inside are not detectable on the outside of Wellgreens.

### **WASTE STORAGE AND DESTRUCTION**

Wellgreens recognizes that cannabis designated as unusable, undesired, excess, unauthorized, misbranded, or deteriorated may still be subject to theft and diversion while it is scheduled for disposal. Waste will be ground and incorporated with 50% non-cannabis waste and stored in a secured waste container locked with a commercial-grade lock until disposal. Wellgreens will ensure that all cannabis is removed or separated from any packaging or container and that the cannabis is rendered unrecognizable and unusable before disposal, per 4 CCR §17223. All cannabis waste will be tracked accordingly in the inventory control system and in Metrc.

### **VIDEO SURVEILLANCE SYSTEM**

To prevent and detect unauthorized access, diversion, theft, or loss of cannabis and cash, Wellgreens has contracted with a California-licensed third-party video surveillance company to install, maintain, and monitor all video surveillance equipment at the premises per 4 CCR §15044. Per 4 CCR §15047(a-b), the video surveillance and alarm systems will be monitored by an approved supervising station using a UL-listed central station alarm monitoring company, as required by the California Fire Code. Professional, commercial-grade security and surveillance systems will be installed in a manner that will prevent cameras from being readily obstructed, tampered with, or disabled.

Wellgreens will implement a video surveillance system of at least high-definition (HD) quality and will record in color, per SMC §7.04.320(A)(5). All exterior

cameras will be in weather-proof enclosures, will be located so as to minimize the possibility of vandalism, and will have the capability to automatically switch to black and white in low- light conditions.

Wellgreens, per SMC §7.04.320(A)(5), will install 24-hour security surveillance cameras to monitor all entrances and exits to and from the premises, all interior spaces within Wellgreens which are open and accessible to the public, all interior spaces where cannabis, cash, or currency is being stored for any period of time on a regular basis, and all interior spaces where diversion of cannabis could reasonably occur. Additionally, Wellgreens will record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system, per SMC §7.04.360(G)(5). At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the Retail Area, with sufficient clarity to determine identity.

Cameras will be installed at a height to provide a clear image of all individuals and activities in and around the premises from at least 20 feet away. Per 4 CCR §15044(d)(1-5), Wellgreens will use direct line-of-sight placement to provide clear and certain identification of all individuals and activities in and around the premises. Images will clearly reveal details, not limited to: employee and visitor ID badges, tattoos, facial features for facial recognition, and license plates.

Wellgreens will utilize Internet Protocol (IP) cameras to stream data via Internet and codec technology. Wellgreens will use dome cameras that record at least two Megapixel resolution and 15 frames per second per 4 CCR §15044(f). Cameras will utilize the infrared spectrum to improve contrast, and lighting will also be installed to increase picture clarity and brightness and ensure proper surveillance. Per SMC §7.04.320(A)(5) and 4 CCR §15044(i), video recordings will be maintained for a minimum of 120 days, exceeding the 90-day requirement of 4 CCR §15044(h), and will be made available to the Sheriff's Department upon request. Surveillance video will record 24 hours per day, seven days per week, per 4 CCR §15044(f). Wellgreens will make video recordings available to the City upon request. Recorded footage will display

the correct date and time-synchronized per the official time established by the National Institute of Standards and Technology in a manner that does not significantly obstruct the view of recorded images, as per 4 CCR §15044(j). The time and date will not overlap with the video, so the image is always fully visible.

Wellgreens' security system will use a multi-channel IP Network Video Recorder (NVR) as the central hub for video recording, monitoring, and reviewing. Per SMC §7.04.320(A)(5), Wellgreens will be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager, and that it is compatible with the City's software and hardware. In addition, if required by City, remote and real-time live access to the video footage from the cameras will be provided to the Sheriff's Department at the expense of Wellgreens. Video will be of sufficient quality for effective prosecution of any crime found to have occurred on the site of Wellgreens and will be capable of enlargement via projection or other means. IP address information will be provided to the Sheriff's Department to facilitate remote monitoring of security cameras. Surveillance storage system equipment will be securely stored in the Manager's Office with at least one camera recording the access points to the secured surveillance recording area.

Modern video analytics can tie to the alarm system, detect intrusion and loitering before it leads to property crimes, and assist investigation of flawed sales transactions. Wellgreens plans to incorporate these features into its operations and capabilities to further the aims of its security plan.

## **ALARM SYSTEM**

Wellgreens, per SMC §7.04.320(A)(8), will have a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services, such as **Elite Security**. Wellgreens will ensure that the alarm system includes a private security company that is required to respond to every alarm. Any manual alarm stations used with employee alarm systems will be unobstructed, conspicuous, and readily accessible. The alarms

will be tested regularly and serviced according to manufacturers' recommendations.

Per SMC §7.04.320(B)(4), Wellgreens will confirm that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company. Per 4 CCR §15047(a-b), the video surveillance and alarm systems will be monitored by an approved supervising station, using a UL-listed central station alarm monitoring company, as required by the California Fire Code, which is required to respond to every alarm.

The alarm system will utilize commercial-grade equipment to prevent and detect diversion, theft, or loss of cannabis goods. In addition, on-site security guards will respond to every alarm. Alarm systems will be maintained in good working condition at all times, and data will be provided to regulators within 24 hours of the request. The alarm system will, at minimum, cover the following areas of the retailer: all points of ingress and egress to and from the retailer, including doorways and windows, rooms with exterior windows, any rooms with exterior walls, any rooms containing a safe, any rooms where cannabis and cannabis products are sold or stored, roof hatches, and the perimeter of the retailer.

Per SMC §7.04.320(A)(6), sensors will be installed to detect entry and exit from all secure areas and will be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services. At minimum, sensors will be installed at every entry and exit from all secure areas (such as the Inventory Area and Manager's Office). Motion detection will trigger the alarm system at a specific zone if there is an attempted break-in through the roof, windows, or walls. Wellgreens will use door transmitters to monitor when doors are opened and integrate glass-break detectors on any exterior glass.

Per SMC §7.04.320(A)(7), panic buttons will be installed in all areas with direct notification to the Sheriff's Department dispatch and will be configured to immediately alert dispatch for the Sheriff's

Department. Wellgreens will work with the Sheriff or their designee to choose panic button locations, which will be installed wherever advised. The alarm system and panic buttons will be equipped with a radio automatic voice dialer. When activated, it will send an immediate, prerecorded voice message requesting dispatch to the central station alarm company and the Sheriff's Department directly and alerting senior management.

To comply with the above-mentioned security measures, the following alarm system and intrusion devices, or similar, will be used:

- Honeywell VISTA-128BPT Burglary Alarm Panel – can send alarm signals and upload/download via IP. The control panel will send a signal or polling to the alarm company every 200 seconds to ensure the system is in good working order and transmitting to the alarm company;
- LCD keypad Honeywell 6160F – used to arm the alarm system. A duress code will be equipped to allow users to transmit a silent signal to the alarm company and the Fire and Sheriff Department, indicating that the user is being forced to turn off the system;
- 50' Honeywell DT8050 Motion Detector – passive infrared and microwave motion detection;
- Honeywell 269R Panic Button – these holdup buttons will directly notify the Fire and Sheriff Department dispatch immediately, as well as the alarm monitoring company;
- Glass-break detector Honeywell FG730 – will be installed within proximity to all windows;
- Honeywell 947-75WH Recessed magnetic contact – Door contact transmitters monitor when doors are opened and detect entry and exit from all secure areas;
- AVTECH Panic Buttons 1&2 – audible alarm for medical emergencies;
- 120 dB Outdoor Siren/Strobe W Box Technologies OE-OUTDSIRSC; and
- TRIPP LITE (SU3000RTXLCD2U) General-Purpose UPS.

Per 4 CCR §15044(k), Wellgreens will install a failure notification system of any failure in the surveillance system, alerting management within five minutes. To prepare for an outage, Wellgreens will contract with a licensed power source company to purchase a backup power source system which will maintain normal video surveillance activity for up to forty-eight (48) hours. The video surveillance and alarm systems will be equipped with an uninterruptible power supply synchronized with a generator to provide a seamless transition from main power to auxiliary power in the event of a power outage.

### **DELIVERY**

In compliance with SMC §7.04.320(C), Wellgreens will have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, any hazardous materials that may be used by the business, and any currency.

Per §7.04.370(B), all storefront retailers which conduct deliveries into or within the City of Santee will be required to obtain a permit from the City of Santee to conduct retail sales regardless, if they are located in the City or another local jurisdiction. Operating hours, per §7.04.370(C), will be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week.

Prior to commencing delivery operations, Wellgreens will provide the following information to the City, as listed under §7.04.380(A-E):

- Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products.
- The year, make, model, color, license plate number, and numerical vehicle identification number (VIN) for any and all vehicles that will be used to deliver cannabis goods.
- Proof of insurance as required in Section 7.04.300(B) for any and all vehicles being used to deliver cannabis goods.
- Wellgreens will provide the City with the information required by this section in writing for any new vehicle that will be used to deliver

cannabis goods prior to using the vehicle to deliver cannabis goods.

- Wellgreens will provide the City with any changes to the information required by this section in writing within 30 calendar days.

The transportation vehicles will have some of the most secure and advanced features, including an Integrated Camera System, Global Positioning System (GPS), Secure Locker Area, Climate Controlled Function, and Alarm System. Each vehicle's appearance will be as plain as possible, with no markings or other indication that it is being used to transport cannabis, and will not display signs, logos, pictures, or any other form of advertisement which can be detectable by a bystander or observer that the cannabis transportation vehicle may be used for or is carrying cannabis products.

Each delivery driver will not leave until they have a Delivery Inventory Ledger of all orders and cannabis goods received. The Delivery Inventory Ledger will include the type of goods, the brand, the retail value, the track- and- trace identifier, and the weight, volume, or another accurate measure. After each delivery, the Delivery Inventory Ledger will be updated to reflect the current inventory in the vehicle. The driver must maintain a Delivery Stop Log that includes all stops on the route and the reason for each stop.

Before each delivery, Wellgreens will prepare a hard copy or electronic delivery request, as per 4 CCR §15420(a-b). Per §7.04.370(A), Wellgreens is required to verify the age and the necessary documentation of each customer. They must ensure that medical customers are at least 18 years of age and verify that the customer has a valid doctor's recommendation, MMIC, or both. In the case of adult-use customers, they must verify that the customer is at least 21 years of age. Sales will only be made to people matching this criteria. The driver will then provide the customer with a receipt, retaining a second signed copy for company records. In accordance with 4 CCR §15420(c), employee numbers and customer numbers will be unique and readily identifiable by Wellgreens should the DCC request records.

Training will emphasize safety and protecting life over things that can be replaced. Delivery drivers will be trained for all feasible situations, including customer interactions, emergency communication, vehicle accidents, breakdowns, law enforcement encounters, theft, and attempted theft, and identifying alternative routes. Delivery drivers will be instructed that any motor vehicle used by Wellgreens will be subject to inspection by the City at all times. Wellgreens has a zero-tolerance policy regarding consumption, and per 4 CCR §15419, drivers will be dismissed if they are found to be consuming cannabis or alcohol while driving for deliveries.

## **RECORDKEEPING**

Wellgreens will value records as a means to improve operations, manage finances, assist internal and external audits, and provide the City, the DCC, or local law enforcement with information. Wellgreens will maintain accurate books and records in an electronic format, detailing the revenues and expenses of the business and all of its assets and liabilities. As previously mentioned, Wellgreens will implement UL-2900 network security protocols that are certified by Underwriters Laboratories, LLC, per SMC §7.04.320(A)(5). Records will have safeguards against unauthorized erasures and changes in data after the information has been entered and verified by Wellgreens. All physical documents required under 4 CCR §15037 will be stored in the Manager's Office to provide security and compliance with all state and federal document storage and confidentiality rules.

The sales records will contain all of the requirements set forth in 4 CCR §15049. Wellgreens will maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities, pursuant to SMC §7.04.310(A). On no less than an annual basis, specifically at or before the time of the renewal of the City-issued Cannabis Business Permit, or at any time upon reasonable request of the City, Wellgreens will file a sworn statement detailing the number of sales by the business during the previous 12-month period (or shorter period based upon the timing of



the request), provided on a per-month basis. The statement will also include gross sales for each month, and all applicable taxes and fees paid or due to be paid. On an annual basis, Wellgreens will submit to the City a financial audit of the business's operations conducted by an independent certified public accountant. Wellgreens will be subject to a regulatory compliance review and a gross receipts financial audit, where applicable, as determined by the City Manager. All records collected, with the exception of surveillance records, will be maintained for a minimum of seven years, in accordance with 4 CCR §15037. Wellgreens will report any loss, damage, or destruction of these records to the City Manager within twenty-four (24) hours of said occurrence.

Per SMC §7.04.320(D), Wellgreens will cooperate with the City whenever the City Manager makes a request, with or without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of the SMC. Inspecting authorities will have unimpeded access to inspect the premises, including all records, reports, documents, points of sale, products, surveillance footage, and any other access necessary to ensure compliance. No person will refuse, impede, obstruct, or interfere with a lawful inspection, per SMC §7.04.490(B).

## 4. CASH HANDLING

### RECEIVING CASH

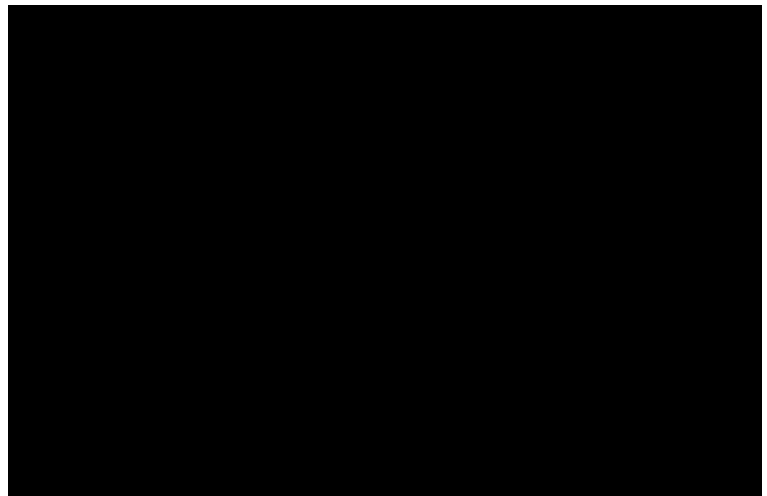
Cash will be monitored to guard against counterfeiting, fraud, miscounting, errors, and other employee theft and diversion practices. All employees will be held accountable for the balance of their drawers periodically during working hours and at the close of each day. If an employee does not balance accurately within one percent (1%) on three occasions, that employee may be terminated or removed from any position involving the handling of funds. The POS system will record all transactions, which a dedicated POS security camera will monitor. All cash transactions and counting will be conducted within full view of a security camera.

To reduce the amount of cash on-site, in conjunction with Safe Harbor Financial, Wellgreens will utilize all possible legal avenues to make transactions with reliable safe payment methods other than cash, such as credit cards and cashless ATMs. Customers spend more via electronic payments than cash, and employees and customers feel safer when large amounts of cash on-hand are reduced. Wellgreens will ensure full legal compliance and thorough information security standards as the non-cash cannabis industry develops.

### TRACKING CASH

Every transaction will be recorded by Dutchie, the inventory track-and-trace system that provides retail customers and Wellgreens with sales records. Cash will be monitored to guard against counterfeiting, fraud, miscounting, errors, and other employee theft and diversion practices. All cash transactions and counting within the facility will be completed in full view of surveillance cameras. Management will conduct unscheduled audits and incorporate techniques such as: intentionally overloading the starting cash amount by a fixed amount, ensuring that there is an equivalent coverage when cash is counted later in the day; and frequently conducting unscheduled spot checks or audits of dispensary employees who handle cash. If an employee is found to have errors consistently, Wellgreens will determine whether more training or termination is required.

### STORING CASH



[REDACTED] Management will maintain two-person verification by supervising the daily deposit of revenues into the cash safe; further, Wellgreens' policy requires two people to open a safe or vault. Delivery Drivers will place all cash from deliveries in a drop safe upon return. A two-party system ensures that no one person has sole access to the safe's contents. All cash deposits into the cash safe will be logged with an accurate count and signature of management. From time to time, senior management will conduct unscheduled spot checks or audits of cash in the safe.

## **TRANSPORTING CASH**

Wellgreens will contract with their financial service institution that utilizes an armored vehicle or comparable secured transportation to transport cash deposits from the retailer to its bank. [REDACTED]

be responsible for monitoring the behavior of employees in compliance with SMC §7.04.320(B)(1). Wellgreens will maintain the premises so that it is visually attractive and not dangerous to the general public. Wellgreens will ensure that the premises are maintained in a manner that does not cause a nuisance. Wellgreens will ensure any litter is removed daily and the premises are cleaned weekly. All upkeep and operating characteristics will be compatible with abutting properties and the surrounding neighborhood.

## **CODE AND BUILDING REQUIREMENTS**

Per SMC §7.04.260 and SMC §7.04.340(M), prior to commencing operations, Wellgreens' permit will be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes, but is not limited to, obtaining any required building permits, Fire Department approval, Code Enforcement approvals, Department of Planning and Building approval, Sheriff's Department approval, County of San Diego Health Department approval, and any other applicable zoning and land use permits and approvals. The original copy of the Cannabis Business Permit issued by the City and the City-issued business license will be posted inside Wellgreens in a location readily visible to the public, per SMC §7.04.340(J).

Pursuant to SMC §7.04.290(D), Wellgreens will also, as listed under SMC §7.04.290(D)(1-6):

1. Conform with the City's General Plan, any applicable specific plan, master plan, and design requirements.
2. Comply with all applicable zoning and related development standards.
3. Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design, construction, and consistency with the surrounding properties.
4. Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and other items required for the development.
5. Be served by roadways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

## **5. PERIMETER SECURITY**

### **OVERVIEW**

The perimeter will be designed to discourage theft and diversion. Wellgreens will limit concealment outside the premises and will install measures that cannot be manipulated. Exterior doors will limit unauthorized access. Steel bollards or similar barriers will be installed to prevent a vehicle from driving through exterior doors. Per SMC §7.04.320(A)(16), exterior vegetation will be planted, altered, and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

Wellgreens will confirm that a designated manager will be on duty during business hours and will

6. Be provided with adequate electricity, sewer, waste disposal, water, fire protection, and storm drainage facilities for the intended purpose. Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.

### SIGNAGE

Wellgreens will abide by all signage requirements listed under SMC §7.04.340(G)(1-5):

1. In addition to the requirements otherwise set forth in this section, business identification signage for Wellgreens will conform to the requirements of Chapter 13.32 (Signs) of the SMC, including, but not limited to, seeking the issuance of a City sign permit, if applicable.
2. No signs placed on the premises of Wellgreens will obstruct any entrance or exit to the building or any window.
3. Each entrance to Wellgreens will be visibly posted with a clear and legible notice indicating that smoking, ingesting, vaping, or otherwise consuming cannabis on the premises or in the areas adjacent to Wellgreens is prohibited. The sign will be no larger than two feet by two feet.
4. Business identification signage will be limited to that needed for identification only and will not contain any logos or information that identifies, advertises, or lists the services or the products offered. Wellgreens will not advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of Wellgreens or elsewhere, including, but not limited to, the public right-of-way.
5. Signage will not depict any image of cannabis or cannabis products. No permanent banners, flags, temporary billboards, or other prohibited signs may be used at any time.

Additionally, per SMC §7.04.340(H)(3), the entrance to Wellgreens will be clearly and legibly posted with a notice that no person under the age of 21 years of age is permitted to enter.

### RESTRICTIONS

Per SMC §7.04.340(A), Wellgreens may operate only during the hours specified in the permit issued by the City. No person under the age of 21 will operate or be issued a permit. Per SMC §7.04.340(C), no cannabis or cannabis products or graphics depicting cannabis or cannabis products will be visible from the exterior of any property, or on any of the vehicles owned or used as part of Wellgreens. No outdoor storage of cannabis or cannabis products is permitted at any time.

Per SMC §7.04.340(B), cannabis will not be consumed by any person on the premises. No person will cause or permit the sale, dispensing, or consumption of alcoholic beverages or tobacco on or about the premises of Wellgreens. Wellgreens will prevent the use and consumption of cannabis by all people, including clients, staff, and visitors, on the premises by posting, in one or more visible locations on the premises, a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis or cannabis products on the premises or in the areas adjacent to Wellgreens is prohibited. Security and all staff will be trained to spot potential issues related to cannabis consumption and to interrupt incidents before they begin.

Per SMC §7.04.360(G), Wellgreens will only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this chapter as well as the following, as listed under SMC §7.04.360(G)(1-4):

1. The sale and delivery of cannabis goods will not occur through a pass-through window or a slide-out tray to the exterior of the premises.
2. Wellgreens will not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.
3. No cannabis goods will be sold and/or delivered by any means or method to any person within a motor vehicle.
4. All cannabis goods sold by Wellgreens will be contained in child-resistant packaging.

## **EXTERIOR AND INTERIOR LIGHTING**

Per SMC §7.04.320(A)(1), Wellgreens will utilize perimeter fencing and exterior lighting systems (including motion sensors) for after-hours security as approved by the City in collaboration with the Sheriff's Department, as applicable. Motion-activated lighting will be installed to increase picture clarity and brightness and ensure proper surveillance during hours of darkness at all entry points, in low-light interior areas, and where all exterior cameras are located. All off-street parking areas, paths of travel, and building entrances to the premises of Wellgreens will be illuminated during all hours of darkness with a lighting system that is directed downward and is designed to provide an average maintained horizontal illumination of at least one foot-candle of light in the parking surface and walkways. Lighting will cover all entrances and exits, all possible points of intrusion, sidewalks and adjoining sidewalks, facades, parking lots, immediate surrounding areas, and exterior walls of the retailer. All entrances, windows, and exterior doors will be fully illuminated during darkness to a minimum of 500 lux, comparable to a sunset. Indoor lighting within the facility will ensure safety and security for all patrons and visitors, including a backup power system that will deploy emergency lighting if needed. Indoor lighting will not impact security surveillance cameras, which are empowered with night vision, but indoor lights will help clarify the footage. The lighting system will have a dependable auxiliary power source independent of the power system.

## **ON-SITE SECURITY GUARDS AND HOURS**

Guards provide on-site security during hours of operation. Security guards will maintain an overt, professional appearance and establish a peaceful, safe, and reassuring presence. This presence will discourage suspicious activity, criminal behavior, theft, and cannabis diversion. Security guards will also assist management with the execution of emergency procedures during events such as severe weather, evacuations, medical emergencies, robberies, active

shooter situations, and power outages. Per SMC §7.04.320(B)(5), Wellgreens will identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside Wellgreens, the parking lot, any adjacent property under the business's control, and ensure that the parking lot is cleared of employees and their vehicles one-half hour after closing.

Per SMC §7.04.320(A)(10) and 4 CCR §15045, security personnel will be on-site 24 hours per day, or if authorized by the City Manager, alternative security as authorized by the City Manager and will have with a verified response security patrol when closed. Security personnel, such as those from One Shield Security (BSIS PPO #121263), will be licensed by the State of California Bureau of Security and Investigative Services and will be subject to the prior review and approval of the City Manager, with such approval not to be unreasonably withheld. Per SMC §7.04.360(D), uniformed licensed security personnel will be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. The security personnel will be at least 21 years of age and will comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code. Security personnel may be allowed to carry firearms if authorized by Bureau of Security and Investigative Services. The Sheriff or their designee will set the minimum-security staffing levels for Wellgreens before opening and then through an annual review. Guards are subject to prior review and approval by the Sheriff or their designee.

If permitted, Wellgreens may elect to utilize remote proactive video monitoring from a provider such as One Shield Security. One Shield Security provides 24/7 real time remote monitoring that connects with the facility's video surveillance system and uses computer vision software analytics to detect unauthorized activity. Once unauthorized activity is detected, an alert is sent to an investigation specialist at the monitoring center. The agent will then monitor the activity over a live video feed and determine threat level and appropriate course of action.

The intervention specialist can speak directly to the intruder advising them to leave the premises



immediately. Hearing the personalized warning tells the intruder that they are being watched and recorded on video. This live warning is effective in 98% of cases in convincing the intruder to leave the premises. In rare cases where the intruder is not deterred, the intervention specialist escalates the response. The intervention specialist will use pre-determined protocols to choose the proper response to the situation. This response may be to notify law enforcement, alert senior management, or another action. After setting corrective action in motion, the specialist will remain in video and audio contact with the incident until the site is fully secured.

Per SMC §7.04.320(A)(2) and SMC §7.04.340(L), Wellgreens will prohibit loitering by persons outside the facility both on the premises and within 100 feet of the premises. Wellgreens will notify the Sheriff's Department if anyone continues to loiter around the building or premises in violation of applicable law after all reasonable action has been taken to remove the individual(s) and the action has failed to do so in a timely manner. Per SMC §7.04.320(A)(18), Wellgreens will install "mosquitoes" (high-pitch frequency devices) as a deterrent to vandalism/loitering.

Wellgreens' guards will prevent nuisances on the premises. Public nuisances include but are not limited to disturbances of the peace, public intoxication, illegal drug activity, vandalism, obstruction of the operation of another business, harassment of passersby, public urination, lewd conduct, drug trafficking, excessive loud noise, or any other behavior that adversely detracts from the quality of life for adjoining residents, property owners, or businesses. Each and every violation of the provisions of this chapter constitutes a misdemeanor and is hereby deemed unlawful and a public nuisance, per SMC §7.04.500. Wellgreens understands that the City reserves the right to pursue any available legal remedy to address violations of this chapter the SMC.

Additionally, security guards will: ensure that no person consumes cannabis or cannabis products on the premises, stores or possesses alcohol, or sale, dispensing, or consumption of alcoholic beverages or tobacco products on the premises; prevent individuals from delaying or lingering on the premises without a lawful purpose; and ensure that

no one under 21 can enter the premises or purchase cannabis, except as allowed by 4 CCR §15400 and §15404 unless they are between for qualified patients 18 to and 20 years old and have who have a valid physician's recommendation, MMIC, or or county-issued Medical Marijuana Card before both before dispensing cannabis.

### **EMERGENCY CONTACT MANAGER**

Per SMC §7.04.320(B), Wellgreens will identify a designated security representative/liaison to the City, who will be reasonably available to meet with the City Manager regarding any security related measures or operational issues. The designated security representative/liaison shall, on behalf of Wellgreens, annually maintain a copy of the current security plan on the premises of the business, to present to the City Manager upon request. Per SMC §7.04.340(F) and SMC §7.04.460(A), Wellgreens will provide the City Manager with the name, telephone number (both land line and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Information for the liaison will also be available to law enforcement, businesses and residences within 100 feet of the premises.

During the first year of operation, the owners, General Manager, and Community Relations Contact from Wellgreens will attend meetings with the City Manager, and other interested parties as deemed appropriate by the City Manager, to discuss costs, benefits, and other community issues arising as a result of the store's operations, per SMC §7.04.460(B). After the first year of operation, the owners, General Manager, and Community Relations Contact from Wellgreens will meet with the City Manager when and as requested by the City Manager.

### **YOUTH DETERRENCE PLAN**

Wellgreens will develop a City-approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth addiction to cannabis, and that identifies resources available to youth related to drugs and drug addiction, per SMC §7.04.460(C). Wellgreens is committed to implementing a robust Youth Deterrence Plan, employing various practices

to prohibit youth from accessing cannabis on the premises, including, but not limited to strict age verification protocols; prominent signage; security measures; parental education initiatives; anonymous reporting system; and regular staff training.

Wellgreens will ensure all employees are regularly trained on the Youth Deterrence Plan. Training will cover recognizing fake identification and the legal consequences of providing cannabis to minors. Wellgreens will also implement an anonymous reporting system, where individuals can report concerns about underage cannabis use. This encourages community involvement and provides valuable information for preventative measures.

Wellgreens will engage in collaborative meetings with the City Manager. These meetings will discuss the Youth Deterrence Plan, addressing associated costs, benefits, and community issues. This collaborative approach aims to enhance the plan's effectiveness over time. The Youth Deterrence Plan will undergo continuous evaluations and adaptations, with a commitment to regular assessments annually for timely adjustments and improvements. Wellgreens will implement any recommendations by the City or DCC on the Youth Deterrence Plan.

## 6. EMPLOYEE TRAINING AND POLICIES

### BACKGROUND CHECKS

Per SMC §7.04.080(B), all Wellgreens owners, operators, investors, managers, and employees will be required to submit to a criminal background check for themselves and all persons in their employment. Wellgreens will conduct background checks on prospective individuals before employment, including managers and all new owners, using a vendor such as Creative Services. Wellgreens requires all employees to report any new or pending charges or convictions, as convictions for violent crimes, fraud, and illegal cannabis sales, among other issues, are grounds for immediate dismissal.

Wellgreens understands that, per SMC §7.04.080(C), the City Manager will conduct or cause to be conducted annual criminal background checks which must at a minimum identify the following, as listed under SMC §7.04.080(C)(1-3):

Whether the owners, operators, investors, managers, and employees applying for employment have ever been convicted of a violent felony as defined by California Penal Code 667.5 or equivalent offenses in other States;

1. Whether the owners, operators, investors, managers, and employees applying for employment have ever been convicted of a violent felony as defined by California Penal Code 667.5 or equivalent offenses in other states;
2. Whether the owners, operators, investors, managers, and employees have ever been convicted of a felony for hiring, employing, or in transporting, carrying, selling, giving away, preparing for sale, or peddling, any controlled substance; or selling, offering to sell, furnishing, offering to furnish, administering, or giving any controlled substance to a minor; or,
3. Whether the owners, operators, investors, managers, and employees have ever been convicted of a felony for drug trafficking with enhancements pursuant to Section 11370.4 or 11379.8 of the Health and Safety Code.

Per SMC §7.04.340(K) and pursuant to California Penal Code Sections 11105(b)(11) and 13300(b)(11), every person listed as an owner, investor, manager, supervisor, employee, contract employee or who otherwise works at Wellgreens must submit fingerprints and other information deemed necessary by the Sheriff's Department, Licensing Division, for a background check. Pursuant to California Penal Sections 11105(b)(11) and 13300(b)(11), no person will be issued a permit to operate Wellgreens or be allowed to work at Wellgreens unless they have first cleared the background check, as determined by the Sheriff's Department. A fee for the cost of the background investigation, which will be the actual cost to the

City and the Sheriff's Department to conduct the background investigation as it deems necessary and appropriate, will be paid at the time the application for a Cannabis Business Permit is submitted. Evidence of a conviction of any of the offenses enumerated in Business and Professions Code Section 26057(b)(4), absent a Certificate of Rehabilitation, will be grounds for immediate disqualification of the applicant.

Per SMC §7.04.310(B) and SMC §7.04.320(B)(2), Wellgreens will maintain a current register of the names and the contact information (including the address and telephone number) of owners and financial-interest holders in Wellgreens, and separately of all the officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by Wellgreens. The register will be provided to the City Manager upon a reasonable request.

If an employee is no longer employed, management will remove access and permissions to the dispensary. When an employee is terminated or suspended: Wellgreens will ensure all passwords, key locks, and combinations of a terminated employee are changed upon termination; a terminated or suspended employee will surrender their security access card and identification badge immediately; and Wellgreens will review with the employee the consequences of their actions and other fraudulent activity that could occur after the termination or during the suspension.

## **TRAINING**

Per SMC §7.04.340(H)(1), persons/people under the age of 21 years will not be allowed on the premises and will not be allowed to serve as a driver for a mobile delivery service. It will be unlawful and a violation of this chapter for any person to employ anyone who is not at least 21 years of age.

Per SMC §7.04.340(N), Wellgreens will establish minimum training standards for all employees. The City Manager will have the discretion to require other training for the business operations should the City identify deficiencies or noncompliance issues with City or sState requirements. Formal training will occur within thirty (30) days of new hire start-date, annually thereafter, and will be accompanied by

scheduled drills throughout the year. Management will oversee training, which includes Sapphire's online training course for the cannabis industry in robbery awareness, internal loss prevention, and detecting false identification. All managers will be required to complete the entire Sapphire training course, and other employees will be trained within their specific department's protocols.

Wellgreens will actively educate employees on a standard response safety protocol system and use it to enable a rapid response during unforeseen events. Wellgreens will standardize the protocol vocabulary so all employees will understand the response and status of the event. The standard response safety protocols will be understood and rehearsed by all employees and coordinated with local emergency responders. Per SMC §7.04.320(A)(17), all emergency access and emergency evacuation plans will be in compliance with sState and local fire safety standards. Wellgreens will confirm that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office, pursuant to SMC §7.04.320(B)(3).

The City Manager will have the discretion to require other training should the City identify deficiencies or noncompliance-compliance issues with City or state requirements. Wellgreens will ensure the health and safety of employees and contractors by complying with and training employees on protocols that implement established health and safety laws, including OSHA standards. The safety training will include procedures for responding to scenarios that impact security and safety, including severe weather, fire, natural disasters, medical emergencies, and unauthorized intrusions. Wellgreens will train general employees on topics, not limited to:

- Product Handling – Wellgreens will train employees about the various products for sale, including potency, absorption time, and responsible and safe use.
- Burglary Protocols – Employees will be trained to act based on the alarm location, establishment design, and potential threat of violence and to send police to the scene.
- Robbery Protocols – Employees will take online training outlining steps to get the robber(s) out

of the store as quickly as possible.

- Active Shooter – Wellgreens will employ tactics focused on protecting the safety of personnel and visitors on-site. Employees will be trained in the "Run-Hide-Fight" protocol.
- Fire Protocols – Procedures will include responding to the alarm and notifying the Fire Department; identifying an evacuation path before approaching fire; discharging the fire immediately if the fire extinguisher is empty or fire blazes too intensely.
- Preventing Intoxication – Employees will be trained to recognize and respond to the signs of intoxication from alcohol, drugs, or cannabis; and
- Diversion Prevention – Employees will be trained to identify and report signs of theft and diversion, including employees in unauthorized areas, using equipment not required for their role, and spending more than their salary would accommodate.

## **DIVERSION PREVENTION PROCEDURES**

### **DETECTION OF DIVERSION**

Wellgreens' employees will not permit or fail to prevent the diversion of any cannabis or cannabis products. Wellgreens will maintain effective controls and procedures to prevent unauthorized access, theft, or diversion of cannabis or cannabis products. Wellgreens will have a manager on the premises at all times during hours of operation, or at any time when another person who is not a manager or owner is on-site. To protect the premises for visitors, customers, and employees, Wellgreens will operate under a set of specific, written procedures which will be presented to employees upon hire.

Employees will pay close attention to all access points. Any door that is intended to serve as a barrier between the secured access areas of the premises will remain closed and locked except when an authorized individual is walking through it. Employees will only have access to the portions of the facility that relate to their function at work and this access will be scheduled.

Wellgreens will immediately update system employee information and status. If an employee is no longer employed by Wellgreens, the General Manager will remove access and permissions to the premises. Wellgreens will review with the employee the consequences of their actions as well as other fraudulent activity which could occur after termination or during suspension.

When an employee is terminated or suspended, Wellgreens will:

- Ensure passwords, key locks, and combinations of a terminated employee are changed upon termination;
- Implement additional security measures, such as consultation with a threat assessment professional, if employee terminated is of concern;
- Request immediate security access card/identification surrender by terminated employee;
- Retain the registration card of all terminated registrants for two (2) years after termination, unless the card is seized or destroyed by Department personnel;
- Notify the Department within five (5) business days of termination of employment.

### **DIVERSION, THEFT, AND LOSS AWARENESS**

All employees and professional consultants will be trained to identify and report signs of theft and diversion, in conformance with local and state regulations, such as employees alone in areas without authorization and employees using equipment not required for their role. Signs of internal theft or diversion include:

- An employee's purchasing abilities increase at a rate inconsistent with income;
- An employee accessing an area not assigned to them; and
- An employee removing anything from a limited area without supervisor approval.

### **CREATING A CULTURE OF HONESTY**

Wellgreens will strive to create a "Culture of Honesty" through an open communication policy under which all registered employees will be responsible



for reporting dishonest behavior or theft to senior management. Employees will be valued and seen; able to report theft and diversion to Management without fear of retribution; and able to be honest and direct with opinions and ideas. Management will model consistent behavior by building trust and demonstrating a passion for values, ethics, and honest and open behavior.

Given the internalized, secretive nature of employee theft, most companies struggle to detect fraud and conduct an employee theft investigation. Wellgreens will establish a toll-free internal employee theft tip hotline to make reporting of theft, diversion, or loss easier for employees. This option gives a concerned employee the opportunity to provide information on theft and other criminal activities happening in the workplace without fear of retribution. A theft hotline is the most effective tool in investigating workplace theft and will be operated by a third-party company which will communicate concerns to senior Management. The hotline will allow honest employees to report theft for review and follow-up by Management.

### **PURCHASER DIVERSION AWARENESS**

Wellgreens will always have a manager on the premises during hours of operation or at any time another person who is not a manager or owner is on-site. To protect the premises, Wellgreens will operate under a set of specific, written procedures which will be presented to employees upon hire.

Employees will be directed to pay close attention to the access points to the facility. Any door that is intended to serve as a barrier between the Limited Access Areas of the facility will remain closed and locked at all times, except for the moment when an authorized individual is walking through it. Employees will only have access to the portions of the facility that relate to their function at work.

Cannabis diversion which can occur after a sale can be prevented. It is in the best interest of employees to ensure individuals do not abuse access to cannabis. In order to dispense cannabis, Wellgreens will verify the age, government identification, and valid physician's recommendation or MMIC, if applicable,

of each individual to ensure the purchaser can legally enter the store. Training on the prohibition of sales to minors will cover all state and local laws.

## **EMPLOYEE POLICIES**

### **CHECKING IN AND OUT**

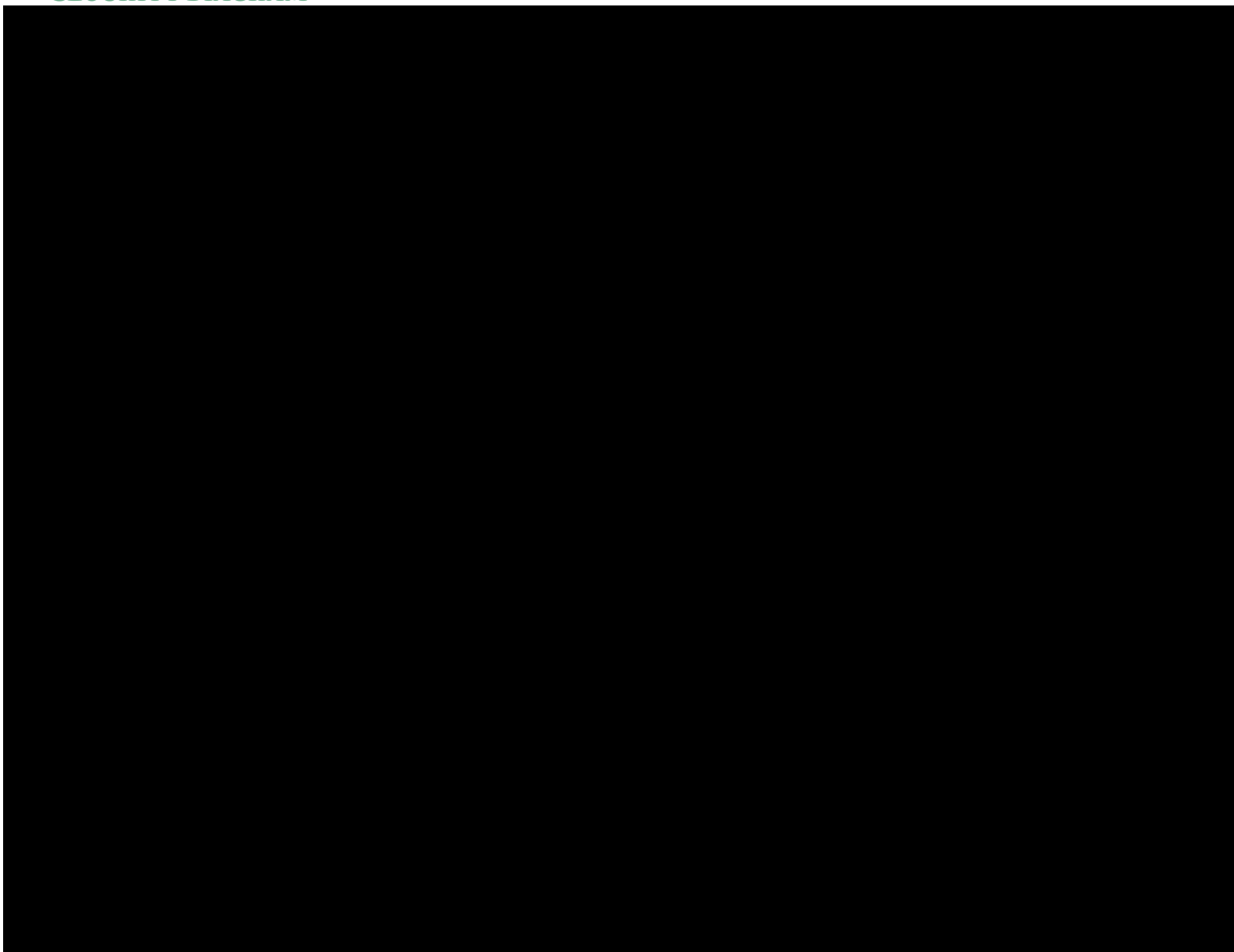
All employees will be required to notify security when they arrive and before leaving the premises. Security will oversee employees placing or removing personal belongings in their employee lockers. Storage lockers will be assigned to each employee with a unique electronic lock combination. (Electronic locks eliminate the risk of duplicating keys and allow security personnel to override the lock with a master combination if there is evidence or detection of theft or diversion.) All packages or handheld items will be subject to search before entry or exit from the establishment. All new employees will be required to sign acknowledgements that their belongings may be searched at any time while they are on the premises. Searches will only be authorized by management.

### **OPENING/CLOSING PROCEDURES**

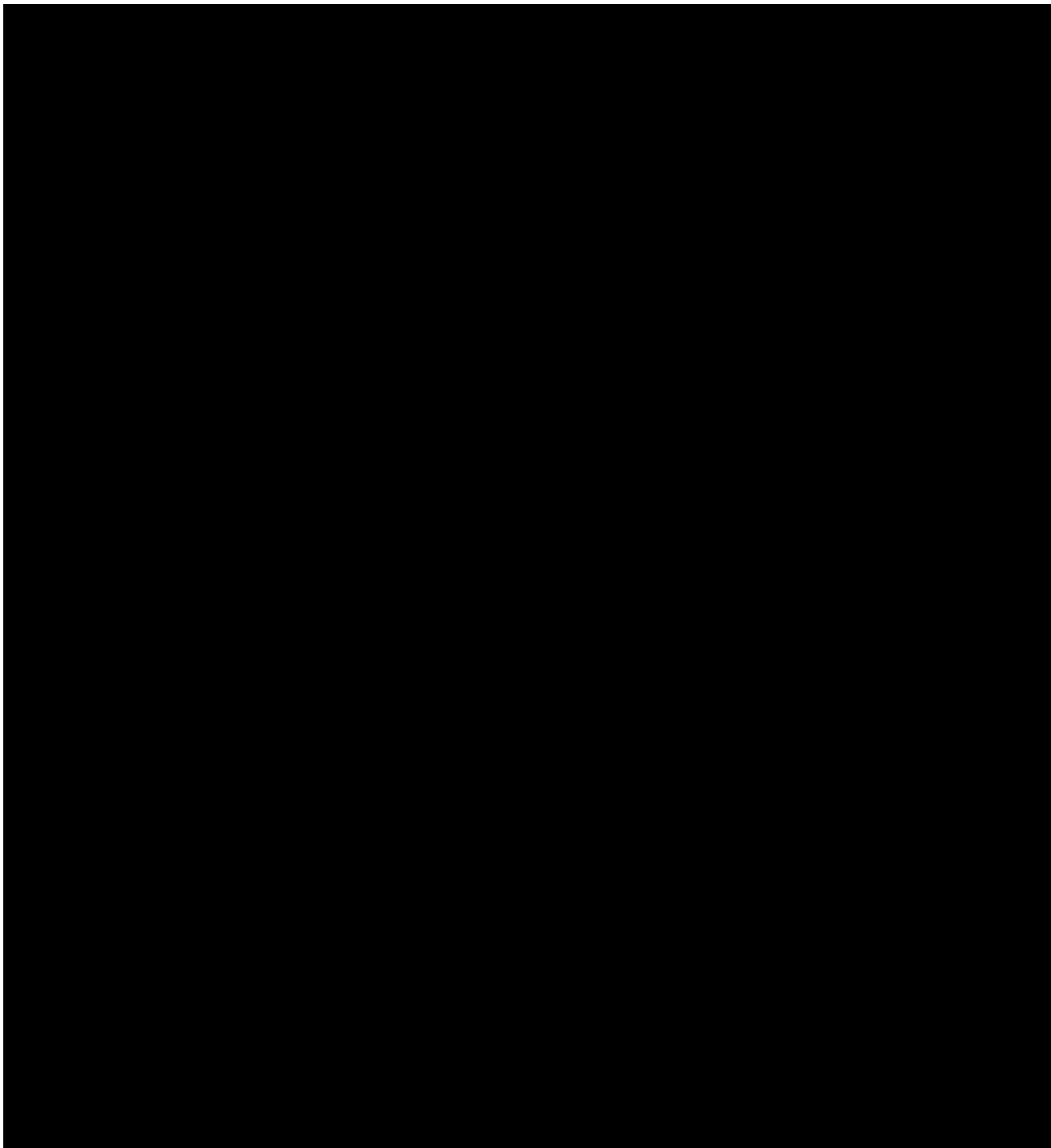
The facility has established procedures for opening and closing the facility each day to ensure that the process is as safe and secure as possible. Opening and closing times are the most high-risk periods of the cannabis business day and following these procedures carefully helps to significantly reduce the change of theft, robbery, or other criminal activity that can put employees at risk.

At least two employees will always be present when opening and closing the facility. One person will remain in their vehicle while the other employee surveys the premises for any signs of intrusion or damage. Having one person separate from the scene ensures that someone can call for law enforcement, if needed. After surveying the premises, the employee will unlock the doors, disable the alarm system, and conduct a quick, visual inspection of the interior for any signs of intrusion. At closing, security personnel will confirm that employees safely enter their vehicles. All opening and closing procedures will be detailed in the Employee Manual, which can be provided upon request.

### SECURITY DIAGRAM



### SITE PLAN



[illegible]

Confidential/Proprietary Information



# SECTION D. QUALIFICATIONS OF OWNERS



## WELLGREENS

Proprietary & Confidential Information

## SECTION D. QUALIFICATION OF OWNERS

### BESSMA LOUSSIA CEO | FIVE YEARS CANNABIS EXPERIENCE



#### CANNABIS EXPERIENCE

##### Wellgreens – Lemon Grove

6859 Federal Blvd.,  
Lemon Grove, CA 91945  
Federal and College Group,  
Inc. C10-0000860-LIC

##### Jungle Boys San Diego

8160 Parkway Dr.  
La Mesa, CA 91942  
Parkway Ventures, LLC  
C10-0000904-LIC

##### Wellgreens – Vista

954 S Santa Fe Ave.  
Vista, CA 92084  
South Santa Fe Ventures, Inc.  
C10-0000550-LIC

##### Wellgreens – Chula Vista

1214 Broadway,  
Chula Vista, CA 91911  
Harvest of Chula Vista, LLC  
C10-0001062-LIC

##### Wellgreens – University

7180 University Ave.  
La Mesa, CA 91942 PCH Retail  
Partners II, LLC  
C10-0000790-LIC

##### Wellgreens – Encinitas

211 N El Camino Real  
Encinitas, CA 92024  
ECRENCINITAS4, LLC  
C10-0001404-LIC

##### Wellgreens – Lake Murray

5301 Lake Murray Blvd.  
La Mesa, CA 91942  
Lake Murray Ventures, LLC  
C10-0000829-LIC

##### Wellgreens – Balboa

8039 Balboa Ave. Ste. B,  
San Diego, CA 92111  
COSDD61 LLC  
C10-0001411-LIC

##### Wellgreens – Home

4333 Home Ave.  
San Diego, CA 92105  
RW HOME, LLC  
C10-0001410-LIC

Bessma's extensive retail background has afforded her a deep understanding of business operations, customer service, inventory management, and employee/team management. Early in her career, she held management positions at women's clothing and department stores, working with luxury brands including Dior and NARS. Bessma also played a key role in the opening of Bloomingdale's San Diego location, where she oversaw merchandising, inventory, and in-store events for the prestigious skincare brand Philosophy.

Bessma later expanded into the wireless phone industry, where she owned and opened 50 retail stores under the Cricket and AT&T brands. As the owner and President of these storefronts, she earned multiple business honors including *Best Dealer in California* and *Top 10 Nationwide*.

Recognizing the cannabis industry's incredible growth potential and a desire to shift perspectives and change stereotypes are what first motivated Bessma to enter cannabis. With Wellgreens, she has sought to develop more awareness for cannabis' wellness and natural benefits, change cultural perceptions, and create a community-focused business. She is fueled by a dual vision to foster a loyal customer base by providing exceptional service and high-quality, safe, and reliable cannabis products, while also improving local neighborhoods and contributing to positive social impact.

Since Wellgreens' inception, Bessma has successfully entitled five properties in California for cannabis business licenses. She has also acquired and rebranded as Wellgreens 4 struggling storefronts. One of these properties is now the top selling Wellgreens locations. In addition, she has entered into a joint venture with Jungle Boys on one of her licenses. This has resulted in the creation of 100+ jobs in San Diego County with comprehensive, competitive pay with robust benefits such as health insurance, revenue for the local government, and an award-winning cannabis retail brand.

A top priority for Bessma is overall customer experience, starting with site selection and Wellgreens' signature storefront design and aesthetics. Drawing

Bessma Loussia has deep experience as a retail expert and strategist, championing numerous business ventures throughout the past two decades. Over the last five years, she has focused solely on the cannabis industry as an owner and operator of Wellgreens.

upon her expertise in location selection, navigating local entitlement and state licensure, and overseeing buildouts, Bessma endeavors to cultivate a familiar, efficient, and highly personalized shopping experience to best understand and satisfy customer needs.

In addition, Bessma is responsible for product selection and maintaining supplier relationships statewide, and curates the 700 to 900 SKUs in stores to make a varied product selection available to customers. On the management side, she has implemented key training programs such as Vendor Days to educate management and customer-facing employees on new products and their administration, which in turn better serves customers and ensures safety. Employees are also routinely educated on compliance matters regarding packaging and labeling, strain differentiation, and how flower is tested for safety and potency.

On the customer-facing side, Bessma is highly experienced in matching customers with the product best suited for them. Her knowledge of product categories and administration, dosages, and anticipated effects lends a comfort and educational familiarity that serves customers first.

Another top priority for Bessma is community impact. She leads Wellgreens' community benefits and social responsibility programming, and has implemented initiatives including beach clean-ups and community beautification projects, holiday toy and food drives, and buying \$250,000 of local medical debt.

#### **CANNABIS INDUSTRY KNOWLEDGE**

Bessma exemplifies industry best practices through her experience and leadership in retail cannabis. Within just five years, she has successfully entitled four properties in California for cannabis business licenses and has developed multiple Wellgreens stores, showcasing her ability to navigate through complex local regulations and entitle a property under local law. She has led Wellgreens to maintain a record of compliance with state and local regulations. Furthermore, as noted above, she has acquired struggling storefronts and transformed their operations. One of her storefront acquisitions is the most successful and profitable Wellgreens storefronts.

Bessma's approach to customer experience is meticulous, starting with the careful selection and design of storefronts. Bessma is proficient in site selection and leverages data and analytics to make informed decisions that lead to profitable and sustainable storefronts. Her process includes analyzing traffic patterns, cannabis usage rates, local population, and the number of licensees in a given area.

As a former cannabis manufacturer, Bessma understands the supply chain from seed to sale. She is responsible for curating a menu that resonates with local customers and she also maintains strong supplier relationships, working closely with them to ensure that employees understand the nuances of each product and customers receive a product-specific education.

In addition, Bessma prioritizes community benefits and social responsibility. She created and still leads Wellgreens' organized community initiatives, which include beach clean-ups, holiday drives, and significant contributions to alleviate local medical debt.

Bessma's comprehensive knowledge and implementation of best practices and state regulations highlight her ability to lead a compliant, customer-focused, and community-oriented cannabis business in the City of Santee.

Lastly, included herewith are letters from distributors showing that Wellgreens pays its bills on time, every month.

#### **DAY-TO-DAY INVOLVEMENT**

As CEO of Wellgreens, Bessma will be a hands-on leader and deeply involved in day-to-day operations. She will oversee all aspects of the Santee store, from the design and buildout to curating product selections and maintaining supplier relationships.

Bessma will work closely with the other owners to develop and execute Wellgreens' strategic vision. She will have the final determination on daily operations and will establish key performance indicators (KPIs) for the retail storefront. Consistent with her approach at other Wellgreens locations, she will spearhead



store aesthetics, merchandising, and brand standards to ensure that customers will have an intuitive and positive shopping experience.

Bessma will also be responsible for ensuring that Wellgreens' Santee project is built and launched quickly and within budget. She will also ensure that the storefront has access to capital and that payments

to local vendors, non-profit partners, and cannabis suppliers are made on time. Additionally, she will approve contracts related to product purchases and ensure that the retail storefront meets its financial projections, as outlined in the Business Plan.

Finally, Bessma will direct Wellgreens' community benefits and social responsibility plan. She will serve as the point of contact for community-wide events, such as clean-up days and holiday drives. Her comprehensive knowledge and implementation of best practices ensure that she will run a successful and profitable business in Santee.

### **SARMAD HALLAK** **CHIEF OPERATING** **OFFICER |** **5 YEARS CANNABIS** **EXPERIENCE**



#### **CANNABIS EXPERIENCE**

##### **Wellgreens – Lemon Grove**

6859 Federal Blvd.,  
Lemon Grove, CA 91945  
Federal and College Group,  
Inc. C10-0000860-LIC

##### **Jungle Boys San Diego**

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COSDD61 LLC  
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##### **Wellgreens – Home**

4333 Home Ave.  
San Diego, CA 92105  
RW HOME, LLC  
C10-0001410-LIC

Sarmad "Sam" Hallak has five years of cannabis experience as a co-owner and operator of the Wellgreens locations. Sam's family immigrated from Iraq to El Cajon in 1979, escaping the persecution of the Chaldeans during the Iran-Iraq conflict. His entire family (two sisters and four brothers) call the area home.

With over 25 years of experience in retail sales and management, Sam has dedicated his career to working in retail and with regulated products. He began in the family business, where his father sold alcohol and tobacco products at Moonlight Market from 1980 until 1996, when his father tragically lost his life during a robbery. Following his father's death, Sam opened Moonlight 2, a liquor and check-cashing store in National City, followed by Washington Market, which offered groceries, beer, wine, and check-cashing services.

These locations handled millions of dollars in check-cashing transactions and were regulated by multiple agencies, including the California Department of Alcoholic Beverage Control, Bureau of Alcohol, Tobacco, Firearms and Explosives, and United States Financial Crimes Enforcement Network after 9/11. Sam also opened other check-cashing stores called Quick Advance and a liquor store named Galleria Liquor in Miramar. Sam's extensive experience in managing



regulated retail operations has equipped him with the skills and knowledge necessary to succeed in operating a retail cannabis storefront.

Sam's entry into the cannabis industry began with leading the opening of San Diego's first manufacturing facility specializing in cannabis oil production for major licensed brands in California. This facility handled packaging and labeling, but Sam soon realized that manufacturing wasn't the right fit for him and decided to pursue cannabis retail instead.

### **CANNABIS KNOWLEDGE**

Sam's extensive background in compliance and retail management has equipped him with the expertise to implement best practices in the cannabis industry. Having worked in businesses regulated by multiple local, state, and federal agencies, including the California Department of Alcohol Beverage Control and the California Department of Financial Institutions, Sam has maintained a stellar record for regulatory compliance, a testament to his commitment to adhering to all relevant laws and regulations.

At Wellgreens, Sam is responsible for ensuring compliance across all operations and at each location. He trains and updates General Managers on legal and regulatory requirements, inspects incoming orders for compliant labeling and packaging, and monitors the market for recalled products and license revocations. This ensures that Wellgreens only works with fully licensed distributors and stocks products that meet quality assurance regulations.

Additionally, Sam oversees the performance of weekly inventory audits to maintain accurate inventory counts. Sam has led the implementation of Metrc at Wellgreens and overseen the development of custom proprietary inventory management software to complement its point-of-sale system. This system allows for precise tracking of cannabis products down to specific rooms at any location, real-time stock level visualization, and threshold notifications for repurchases. His expertise in inventory management, developed from managing a grocery store with over 35,000 SKUs, ensures efficient operations at Wellgreens, which handles only around 700 to 900 SKUs.

Sam also excels in implementing local hiring programs, with 90% of Wellgreens employees living within three miles of their workplace. Sam believes that hiring locally not only ensures attendance but also fosters community, trust, and representation in the storefront.

Sam is committed to employee wellbeing and has executed the comprehensive benefits program described in the Labor Plan. In addition, he conducts annual sexual harassment and anti-bias training. In recognition of his expertise in the field, Sam has also consulted on projects in Michigan, New Jersey, and New York. During these projects, Sam assisted with store setup, employee training, inventory management, employee recruitment, and logistics. Additionally, he supports social equity applicants by providing pro bono support on the qualification process and participating in mentorship programs.

Sam's commitment to security is evident through his offsite monitoring of security guards. He tailors security Standard Operating Procedures (SOPs) to each store's unique needs and characteristics and prohibits phone use by security guards in the store. He also has embraced technology and has implemented advanced security measures like facial and license plate recognition. With dual hard drives for storing security footage, Sam ensures that no critical data is ever lost in the event of a power loss or other event.

Sam's comprehensive knowledge and implementation of best practices highlight his ability to lead a compliant, efficient, and community-focused cannabis business. He has technical expertise in compliance, audits, and payment of taxes. Wellgreens' retail storefronts have maintained total compliance for five years and have never been subject to any license revocation or suspension actions. Sam's retail storefronts have served over 650,000 patients and customers, and paid over \$37,300,000 in city and state sales and cannabis-specific taxes since January 2018.

### **DAY-TO-DAY INVOLVEMENT**

Sam is a boots-on-the-ground leader at all Wellgreens locations and will be deeply involved in the day-to-day operations of the Santee location. He is hands-on

from the very beginning and will be present daily for the first 90 days of the new store's launch to guarantee a successful start. Sam will personally recruit and train the local Santee workforce. After this initial period, Sam will visit each store weekly to ensure the store meets the company's standards for customer service, customer education, product management, security, and merchandising.

Across all Wellgreens stores, Sam physically visits three stores each day to ensure he sees all locations weekly. This allows him to engage directly with managers and staff, listen to customer transactions, and observe operations firsthand. Customer experience will be a top priority for Sam. He personally ensures that each store is tidy and that customers have the opportunity to meet the owner, fostering a personal connection and trust. Sam takes customer feedback seriously, whether it's a complaint or a compliment, and uses it to continually improve the business.

In addition to his operational duties, Sam is opening a security guard company to further enhance the safety and security of Wellgreens stores. Dissatisfied with the quality of guards with established guard companies, Sam is intent on starting a company that meets his standards. Unlike many other retailers, whose owners are located throughout the state, Sam is a local resident and his constant presence in the stores sets Wellgreens apart, ensuring that the business operates at the highest level of excellence.

**CHRIS GARMO**  
**COMMUNITY**  
**RELATIONS CONTACT**  
**| 1.5 YEARS CANNABIS**  
**EXPERIENCE**



Chris Garmo is the managing member in the cannabis retailer Buzz Cannabis in National City, which was awarded its local authorization approximately eighteen months ago. The site is currently under

construction and has applied for its state license to operate.

In connection with Buzz Cannabis, Chris participated in National City City Council meetings, where he represented the project and advocated for its approval. Since the project was approved, Chris has led the design, construction, and layout of the proposed retail storefront. He has significant prior experience developing his own properties in accordance with local law. This experience taught him how to set up a legally permitted cannabis business from the ground up.

Chris' previous business experience is directly transferable to cannabis retail and will be instrumental in the success of Wellgreens Santee. For example, Chris has operated businesses at the proposed location since 1993. Chris took over and reopened Valley Car Wash. He understood the local market and built the car wash from zero cars to 400 cars per day. Similarly, Chris operated Mission Gorge Market and Deli, which he later converted into a Subway franchise, and developed his skills in retail management.

In 2022, Chris purchased the property from his parents and decided to redevelop the location. He has developed the property into a Shell gas station with a Wing Factory restaurant. Currently, he serves as the landlord for the property and oversees the Shell gas station. These experiences provide his foundation in property development, customer service, and providing businesses needed by the community.

**CANNABIS KNOWLEDGE**

Chris is in his second year of regulated cannabis. His knowledge of the cannabis industry is rooted in years of practical experience and continuous learning. His expertise lies in cannabis retail development. He led the construction and layout of the Buzz Cannabis location in National City. Additionally, his participation in City Council meetings and overseeing the change of location shows his best practices in interacting with the local government. As noted above, Chris has extensive experience managing retail storefronts and maintaining inventory. This is directly transferable to the cannabis industry.

**DAY-TO-DAY INVOLVEMENT**

On a day-to-day basis, Chris will serve as a Community Relations Contact and be involved in all major decisions for the Santee location. As Community Relations Contact, Chris will interface with local residents and be available to respond to inquiries and complaints 24 hours per day. His contact information will appear at the property. He will also manage interactions with our neighbors. For example, he has already interfaced with one neighbor who has been supportive of the project despite some challenges like noise and trash from the car wash. Chris' responsibilities will include addressing these sorts of neighbor concerns and working towards creating a more peaceful and less intensive land use for the community. Overall, Chris will be focused on fostering positive relationships with the surrounding community.

**GUILHEM CASTAGNE****CFO | ONE YEAR  
CANNABIS  
EXPERIENCE**

Guilhem Castagne, Chief Financial Officer at Wellgreens, has been instrumental in driving financial performance and operational efficiency since taking on his role in January 2024. Wellgreens relies on Guilhem's extensive expertise in corporate finance and business development to ensure financial compliance and strategic growth.

**CANNABIS KNOWLEDGE**

At Wellgreens, Guilhem leverages his extensive knowledge of the cannabis industry to oversee all aspects of financial management, including budgeting, forecasting, and cash flow optimization. He ensures that all taxes, fees, and financial reports are completed on time and comply with the complex regulatory landscape at local, state, and federal levels. His role includes overseeing the accounting department, curating budget reports, and establishing and supervising financial controls across the company's expanding network of dispensaries.

One of Guilhem's key accomplishments has been streamlining the company's financial operations by implementing industry-specific best practices. He has meticulously analyzed financial strengths and weaknesses, proposing corrective actions that have significantly improved profitability. His efforts have directly contributed to maintaining Wellgreens' strong financial health and competitive edge in the California cannabis market. Guilhem collaborates closely with auditors, CPAs, and bookkeepers to conduct comprehensive company-wide audits and ensure the books are closed monthly for each dispensary. He is currently overseeing the financial reviews for 2022, 2023, and 2024.

Guilhem's data-driven approach, utilizing custom point-of-sale software to capture and analyze daily reports, has enabled Wellgreens to make informed decisions that enhance the company's best-in-class operations. Beyond managing the company's financials, Guilhem plays a pivotal role in Wellgreens' mergers and acquisition strategy, providing critical financial insights and capital allocation expertise to support the company's growth and expansion efforts.

**DAY-TO-DAY**


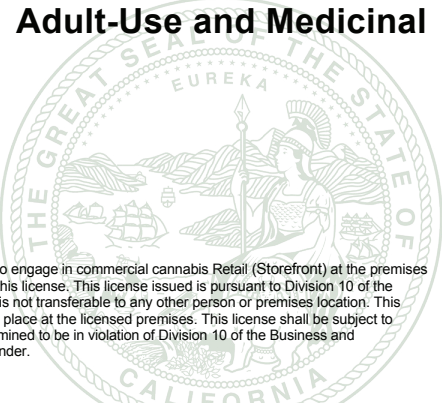

For the Santee location, Guilhem will oversee the books, purchases, and inventory management, ensuring all financial operations, tax filings, and compliance are handled efficiently. His commitment to ensuring Wellgreens' financial and operational compliance has helped position the company as a trusted and well-regarded operator in California's cannabis industry.

With decades of experience across various industries, including telecommunications, software, and mining, Guilhem will bring a wealth of knowledge to his role daily. His contributions at Wellgreens, despite only joining in early 2024, have already had a profound impact on the company's financial processes and long-term strategy.



## WELLGREENS CURRENT LICENSES

	Department of Cannabis Control CALIFORNIA	Department of Cannabis Control licensing@cannabis.ca.gov, www.cannabis.ca.gov
<b>Cannabis Retailer License Adult-Use and Medicinal</b>		
<b>Business Name:</b> COSDD61 LLC  Wellgreens Dispensary		<b>Premises Address:</b> 8039 BALBOA AVE, SUITE A SAN DIEGO, CA 92111
<b>License Number:</b> C10-0001411-LIC <b>License Type:</b> Retailer (Storefront)		<b>Valid:</b> 11/16/2023 <b>Expires:</b> 11/15/2024
<p>The license authorizes COSDD61 LLC to engage in commercial cannabis Retail (Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.</p>		
		
		
		
<b>Non-Transferable</b>		<b>Post in Public View</b>

	Department of Cannabis Control CALIFORNIA	Department of Cannabis Control licensing@cannabis.ca.gov, www.cannabis.ca.gov
<b>Cannabis Retailer License Adult-Use and Medicinal</b>		
<b>Business Name:</b> ECRENCINITAS4, LLC  Wellgreens Dispensary		<b>Premises Address:</b> 211 EL CAMINO REAL N ENCINITAS, CA 92024-2805
<b>License Number:</b> C10-0001404-LIC <b>License Type:</b> Retailer (Storefront)		<b>Valid:</b> 10/21/2023 <b>Expires:</b> 10/20/2025
<p>The license authorizes ECRENCINITAS4, LLC to engage in commercial cannabis Retail (Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.</p>		
		
		
		
<b>Non-Transferable</b>		<b>Post in Public View</b>



## WELLGREENS CURRENT LICENSES

 Department of Cannabis Control CALIFORNIA	<b>Department of Cannabis Control</b> licensing@cannabis.ca.gov, www.cannabis.ca.gov	
<h2>Cannabis Retailer License Adult-Use and Medicinal</h2>		
<b>Business Name:</b> FEDERAL AND COLLEGE GROUP INC.  Wellgreens Dispensary		<b>Premises Address:</b> 6859 FEDERAL BLVD LEMON GROVE, CA 91945
<b>License Number:</b> C10-0000860-LIC <b>License Type:</b> Retailer (Storefront)		<b>Valid:</b> 8/12/2021 <b>Expires:</b> 8/12/2025
<p>The license authorizes FEDERAL AND COLLEGE GROUP INC. to engage in commercial cannabis Retail (Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.</p>		
		
<div style="display: flex; justify-content: space-between;"><div>Scan to verify this license.</div></div>		
<div style="display: flex; justify-content: space-between;"><div>Non-Transferable</div><div>Post in Public View</div></div>		

 Department of Cannabis Control CALIFORNIA	<b>Department of Cannabis Control</b> licensing@cannabis.ca.gov, www.cannabis.ca.gov	
<h2>Cannabis Retailer License Adult-Use</h2>		
<b>Business Name:</b> HARVEST OF CHULA VISTA, LLC  Wellgreens Dispensary		<b>Premises Address:</b> 1214 BROADWAY CHULA VISTA, CA 91911-2911
<b>License Number:</b> C10-0001062-LIC <b>License Type:</b> Retailer (Storefront, Storefront)		<b>Valid:</b> 6/8/2022 <b>Expires:</b> 6/8/2025
<p>The license authorizes HARVEST OF CHULA VISTA, LLC to engage in commercial cannabis Retail (Storefront, Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.</p>		
		
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<div style="display: flex; justify-content: space-between;"><div>Non-Transferable</div><div>Post in Public View</div></div>		

## WELLGREENS CURRENT LICENSES

		Department of Cannabis Control CALIFORNIA	Department of Cannabis Control licensing@cannabis.ca.gov, www.cannabis.ca.gov
<b>Cannabis Retailer License Adult-Use and Medicinal</b>			
<b>Business Name:</b> RW HOME, LLC		<b>Premises Address:</b> 4337 HOME AVE SAN DIEGO, CA 92105	
Wellgreens Dispensary		<b>Valid:</b> 11/14/2023 <b>Expires:</b> 11/13/2024	
<b>License Number:</b> C10-0001410-LIC <b>License Type:</b> Retailer (Storefront)			
<p>The license authorizes RW HOME, LLC to engage in commercial cannabis Retail (Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.</p>			
<b>Non-Transferable</b>		<b>Post in Public View</b>	

		Department of Cannabis Control CALIFORNIA	Department of Cannabis Control licensing@cannabis.ca.gov, www.cannabis.ca.gov
<b>Cannabis Retailer License Adult-Use and Medicinal</b>			
<b>Business Name:</b> LAKE MURRAY VENTURES LLC		<b>Premises Address:</b> 5301 LAKE MURRAY BLVD LA MESA, CA 91942-1335	
Wellgreens and Wellgreens Everything Cannabis		<b>APN:</b> 464-390-17-00 LA MESA	
<b>License Number:</b> C10-0000829-LIC <b>License Type:</b> Retailer (Storefront)		<b>Valid:</b> 6/22/2021 <b>Expires:</b> 6/22/2025	
			
<p>The license authorizes LAKE MURRAY VENTURES LLC to engage in commercial cannabis Retail (Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.</p>			
<b>Non-Transferable</b>		<b>Post in Public View</b>	



## WELLGREENS CURRENT LICENSES



Department of  
Cannabis Control  
CALIFORNIA

Department of Cannabis Control  
licensing@cannabis.ca.gov, www.cannabis.ca.gov

## Cannabis Retailer License Adult-Use and Medicinal

**Business Name:**  
Parkway Ventures LLC

Jungle Boys San Diego

**License Number:** C10-0000904-LIC  
**License Type:** Retailer  
(Storefront)

The license authorizes Parkway Ventures LLC to engage in commercial cannabis Retail (Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.

**Premises Address:**  
8160 PARKWAY DR  
LA MESA, CA 91942-2409

**APN:**  
4640501600  
LA MESA

**Valid:** 11/4/2021  
**Expires:** 11/4/2025



Scan to verify this license.



Non-Transferable

Post in Public View



Department of  
Cannabis Control  
CALIFORNIA

Department of Cannabis Control  
licensing@cannabis.ca.gov, www.cannabis.ca.gov

## Cannabis Retailer License Adult-Use and Medicinal

**Business Name:**  
PCH RETAIL PARTNERS II, LLC

EMJAY

**License Number:** C10-0000790-LIC  
**License Type:** Retailer  
(Storefront)

The license authorizes PCH RETAIL PARTNERS II, LLC to engage in commercial cannabis Retail (Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.

**Premises Address:**  
7180 UNIVERSITY AVE  
LA MESA, CA 91942-5926

**Valid:** 3/9/2021  
**Expires:** 3/9/2025



Scan to verify this license.



Non-Transferable

Post in Public View

## WELLGREENS CURRENT LICENSES

 Department of Cannabis Control CALIFORNIA		Department of Cannabis Control licensing@cannabis.ca.gov, www.cannabis.ca.gov	
<h3>Cannabis Retailer License Adult-Use and Medicinal</h3>			
<b>Business Name:</b> SOUTH SANTA FE VENTURES, INC.  WELLGREENS		<b>Premises Address:</b> 954 SANTA FE AVE S VISTA, CA 92084-6202	
<b>License Number:</b> C10-0000550-LIC <b>License Type:</b> Retailer (Storefront)		<b>Valid:</b> 8/9/2019 <b>Expires:</b> 8/8/2025	
<p>The license authorizes SOUTH SANTA FE VENTURES, INC. to engage in commercial cannabis Retail (Storefront) at the premises address listed above until the expiration date of this license. This license issued is pursuant to Division 10 of the California Business and Professional Code and is not transferable to any other person or premises location. This license shall always be displayed in a prominent place at the licensed premises. This license shall be subject to suspension or revocation if the licensee is determined to be in violation of Division 10 of the Business and Professions Code or regulations adopted thereunder.</p>		<p>Scan to verify this license.</p> 	
Non-Transferable		Post in Public View	



## LETTER OF RECOMMENDATION



JOE GREEN  
CITY COUNCIL MEMBER

08/31/2024

Regarding: WellGreens Cannabis Retail Dispensary  
Relationship: Elected Official  
Length of Time know the candidate: 2019-Present  
Subject: Letter of Rec/Status of Business/Focused Impacts

To Whom It May Concern,

It is with great pleasure that I write this letter of recommendation for WellGreens Cannabis Dispensaries who currently hold an active license for a retail cannabis business within my city. WellGreens has become a part of the fabric of our community in Vista. I have lived in Vista my entire life. I've been married to my wife for over 26yrs with 4 children, & 2 Grandchildren. I've presided over countless PTA's, 501C3 non-profits, & I currently sit on several local county governing boards. Additionally I'm a great Sunday school teacher. I tell you all this to gain perspective as to my background and perspective. When I was elected in 2016 one of my platforms was to help bring safe reliable access of cannabis to our community. The existing council insisted the citizens of Vista had no desire for cannabis and pushed the issue down the road. This triggered the "Citizens Initiative" which was called "measure Z" in our city. This initiative authorized 1 dispensary for every 10,000 residents. This citizens initiative was passed by the Vista voters by an overwhelming majority, (as required). Within our municipality we currently have 10 legal cannabis retail operators. Since opening these businesses in 2019-2020 our city has been able to completely eliminate the illegal cannabis dispensaries and provide safe reliable access to our residents. The focused impacts our community was concerned with have been nonexistent. WellGreens is know to attract exceptional clients who are kind and courteous that generate revenue for our city. WellGreens staff is friendly, & Knowledgeable. WellGreens hires a diverse staff providing competitive wages, benefits, and a fun entertaining work environment. Their employees are educated weekly and make the experience for our residents extremely pleasant. WellGreens participated in our cities 60<sup>th</sup> Birthday "Block Party" bash. They were financial sponsors and had one of the most popular booths at the party. I'd encourage any city that hasn't written municipal code to allow cannabis retail businesses to do so. Additionally I highly recommend WellGreens Dispensary as one of your top candidates for a new cannabis establishment coming into to any municipality. Their commitment; quality, education, customer safety, and community involvement is unparalleled. If you have any additional questions or concerns feel free to contact me direct @ 760-815-4872 my council office at 760-639-6130 or via email at [joegreen@cityofvista.com](mailto:joegreen@cityofvista.com)

Sincerely,

Joe Green  
City of Vista  
Council Member District 2  
2016-Present

## LETTER OF RECOMMENDATION

Thursday, October 10<sup>th</sup> 2024

To Whom It May Concern,

On behalf of High Star Distribution LLC dba Cannabiotix, it is our privilege to support Wellgreens Dispensary in their application with the City of Santee. Having worked closely with Wellgreens management, we have consistently been impressed by their level of organization, professionalism, and unwavering commitment to meeting their obligations promptly.

Their focus on building strong, enduring business relationships, alongside their dedication to regulatory compliance and customer satisfaction, has earned them our utmost respect and trust. Wellgreens is a leader in the cannabis industry, setting an exemplary standard for others to follow.

We are proud to endorse Wellgreens Dispensary and offer them our highest recommendation.

Sincerely,

John McCooe

Director of Sales & Distribution

High Star Distribution LLC dba Cannabiotix



## LETTER OF RECOMMENDATION

\*VBR DHS MANAGEMENT LLC dba Jeeter

[10/11/2024]

To Whom It May Concern,

On behalf of VBR DHS MANAGEMENT LLC dba Jeeter, it is my privilege to express our full support for Wellgreens Dispensary in their application with the City of Santee. Throughout our ongoing partnership, Wellgreens has consistently exhibited a high level of professionalism and an impressive ability to meet their commitments with accuracy and precision.

Their reliability in maintaining timely payments, coupled with transparent communication and strict adherence to regulatory compliance, has made them an invaluable partner to our organization. As a leader in the cannabis industry, Wellgreens sets a high standard for operational excellence, making them a model for others in the marketplace.

For these reasons, we proudly endorse Wellgreens Dispensary and offer our strongest recommendation in support of their application.

Sincerely,

David Solano

Chief Sales Officer and Founder

VBR DHS MANAGEMENT LLC dba Jeeter



## LETTER OF RECOMMENDATION

KIVA<sup>™</sup>

October 10, 2024

RE: Support for Wellgreens Dispensary

To Whom It May Concern,

Kiva Brands, Inc., offers our full support for Wellgreens Dispensary in their application with the City of Santee. Our strong partnership with Wellgreens has been built on their unwavering professionalism and commitment to excellence, qualities that have been consistently demonstrated throughout our collaboration.

Their reliable payment practices and operational efficiency have made them an exceptional business partner, while their rigorous adherence to regulatory compliance and focus on delivering high-quality products set them apart as an industry leader. Wellgreens exemplifies what it means to be a well-managed organization.

We highly recommend Wellgreens Dispensary as a valuable asset to the Santee community, and we fully support their continued growth and success.

Sincerely,

Caren Woodson  
Sr. Director, Compliance & Licensing  
Kiva Brands, Inc. | KSS | Kiva



## LETTER OF RECOMMENDATION

\*Malibu Gold LLC dba BLEM\*\*

10/21/2024

To Whom It May Concern,

It is with great confidence that Malibu Gold LLC dba BLEM extends our full support for Wellgreens Dispensary in their application with the City of Santee. Our partnership with Wellgreens has been built on a foundation of trust and professionalism, and we have consistently benefited from their commitment to timely payments and seamless operational efficiency.

Wellgreens' dedication to delivering high-quality products, along with their strict adherence to regulatory requirements, distinguishes them as a leading business in the cannabis industry. Their focus on operational excellence and customer satisfaction has made them an outstanding partner, and we are proud to be associated with their organization.

We wholeheartedly offer our strongest recommendation for Wellgreens Dispensary as a valuable asset to the Santee community.

Sincerely,

*Amanda Herrera*

Amanda Herrera, Manager

Malibu Gold LLC dba BLEM

## LETTER OF RECOMMENDATION

Docusign Envelope ID: FEABB770-B9D7-456E-9510-D96D0E1C10B9

\*Ironworks Collective, Inc. dba STIIIZY

10/9/2024

To Whom It May Concern,

It is with great pleasure that Ironworks Collective, Inc. dba STIIIZY offers our highest recommendation for Wellgreens Dispensary in support of their application with the City of Santee. Our partnership with Wellgreens has been consistently marked by their exceptional professionalism and seamless business operations.

They reliably fulfill their commitments, ensuring timely payments and maintaining transparent communication throughout our collaborations. Wellgreens' unwavering dedication to regulatory compliance and delivering top-quality products has been instrumental to the success of our partnership. Their leadership in the cannabis industry is evident through these qualities.

We are proud to endorse Wellgreens Dispensary and fully support their application.

Sincerely,

Gregory Krol

Director of Sales

Ironworks Collective, Inc. dba STIIIZY

Signed by:  
  
778B09C5780D4D7...

## LETTER OF RECOMMENDATION

*GARDEN OF WEEDEN, INC. dba Nabis*

10/23/2024

To Whom It May Concern,

It is with pleasure that we, at Garden of Weeden, Inc. dba Nabis, extend our recommendation to Wellgreens Dispensary. Throughout our distribution partnership, Wellgreens has consistently exhibited a high level of professionalism, reliability, and efficiency, making them an exceptional partner in our network.

One standout aspect of our relationship is their commitment to timely and accurate payments, a practice that is unfortunately not very common in the industry. This reliability has allowed for a seamless and mutually beneficial working relationship.

We look forward to continuing our partnership with Wellgreens Dispensary and are confident that they will bring the same level of dedication and professionalism to their new ventures.

Sincerely,  
Garden of Weeden, Inc. dba Nabis

Sincerely,



Will Brophy, Chief Operating Officer

Garden of Weeden, Inc. dba Nabis

# SECTION E. NEIGHBORHOOD COMPATIBILITY PLAN



## WELLGREENS

Proprietary & Confidential Information



**SECTION E.****NEIGHBORHOOD  
COMPATIBILITY PLAN****1. NUISANCE PREVENTION  
STRATEGIES****NUISANCE PREVENTION**

Wellgreens will enforce strategic measures to manage community expectations and avoid impacting its neighbors and the surrounding community. We will proactively engage with the surrounding neighborhood regarding the proposed retail storefront, as we recognize that the community may have concerns about the potential impacts of a cannabis retail storefront on the community. Thus, we have developed the following proactive engagement plan for the surrounding neighborhood.

**PROPERTY BEAUTIFICATION:** Wellgreens is committed to investing in property beautification to enhance our own storefront as well as the overall quality and curb appeal of the surrounding neighborhood. Due to our extensive retail experience, we have developed standard operating procedures that enable us to create aesthetically pleasing and safe retail storefronts that benefit the community. We will implement these procedures for landscaping, regular maintenance, and routine cleaning. Our security guard will routinely patrol the area to ensure that consumers do not loiter or litter. Additionally, if awarded a license, owner Christopher Garmo plans to replace the existing car wash with a new building and install a new fence on the south side of the property.

**COMMUNITY RELATIONS CONTACT:**

Wellgreens will make a 24-hour Community Relations Contact available to the public. Owner Christopher Garmo will serve as the Community Relations Contact. Chris is a lifelong Santee resident and the current owner of the property (his family previously owned the property for decades). He is well-known and respected within the community and will ensure we meet all community expectations. Chris will be available 24 hours/7 days a week via phone, with additional availability via Wellgreens' email

and social media channels. His contact information will be clearly posted on the website and outside the storefront facility. We will also distribute the Community Relations Contact's telephone information to all neighbors located within 600 feet.

**PRE-APPLICATION OUTREACH:** Wellgreens has already informed the public about the project and has actively sought community feedback. We conducted appropriate outreach to notify neighboring businesses within 600 feet of the project location. The community was informed on key points regarding the proposed business, our commitment to hiring 90% of our workforce from the local area, enhanced security plans for cameras and an on-site guard, routine trash cleanups, and support for local nonprofits. The community was invited to address any concerns with us. We identified 22 neighbors who expressed their support for the project; A copy of our neighborhood outreach signatures is included with this section.

**POST APPLICATION ENGAGEMENT PLAN:**

If awarded a license, Wellgreens will continue to engage with the community and keep it involved in all aspects of our operations. We have initially gathered community input as part of our pre-application outreach and will continue to do so. Community input will afford us a more detailed understanding of the issues that need to be considered in order to avoid becoming a nuisance or impacting our neighbors.

Prior to opening, Wellgreens will host an open house and community listening session to showcase the retail storefront directly to the community and allow stakeholders to raise any concerns that can be addressed through follow-up engagement efforts. We will notify the surrounding neighborhood of the open house and listening session through canvassing efforts and a mailing. We will also give notice in a major publication and on Facebook, Twitter, Instagram, Nextdoor, and in flyers posted in community centers, coffee shops, and shopping centers.

During the community listening session, we will provide information about Wellgreens, the proposed location, and our plans to manage odor, light, traffic,

and noise. We will invite attendees to share their experiences and opinions about having a cannabis retail storefront in their neighborhood. Wellgreens staff will be available to answer questions and to collect quotes from participants.

Based on community feedback, Wellgreens will then collaborate with the community to develop a joint Nuisance Response Plan to effectively manage light, odor, traffic, and other issues in a manner consistent with community expectations. This collaboration will be a valuable opportunity to develop solutions to concerns that neighbors have.

**STRATEGIES TO AVOID NUISANCES:** To ensure Wellgreens' business is well-managed and neighbors do not experience adverse effects, we have adopted a comprehensive program. Our three primary strategies for managing the business are: (1) ongoing premises maintenance; (2) adopting and enforcing a Code of Conduct and Good Neighbor Policy; and (3) maintaining open lines of communication with the community. We are confident in our ability to implement these strategies in Santee and believe they will help maintain the quality of life for the entire community.

**NUISANCE MANAGEMENT:** Based on our extensive retail experience, Wellgreens has developed a comprehensive plan to manage odors, light, noise, vehicle traffic, pedestrian traffic, loitering, and illegal consumption. Each strategy has been thoughtfully developed, tested, and proven effective at Wellgreens' other retail locations. Wellgreens has also established a comprehensive complaint procedure to intake, investigate, and respond to neighborhood concerns. These measures collectively ensure that the project will not adversely impact Wellgreens' neighbors or the surrounding community.

**PREMISES MAINTENANCE:** Wellgreens will maintain the main entrance to the building and all sidewalks abutting the property in a clean and sanitary condition. Our employees will be responsible for daily monitoring of the sidewalk within a 100-foot radius of the premises to keep it free of paper or other litter associated with the business during business

hours. Signs prohibiting littering and loitering will be clearly posted outside our location and in the lobby. Our staff will be trained to check for litter on and in front of our premises multiple times per day, and at a minimum, during opening, closing, and shift changes. This will ensure that driveways, sidewalks, park strips, and fire access roads on or adjacent to the premises remain clear and clean.

We will ensure that all trash, litter, rubbish, and debris are removed and stored on the premises at the end of each business day. Wellgreens' garbage and recycling containers will be kept within the premises, hidden from public view, and placed outside only when being serviced. If the location ever becomes the target of graffiti, our employees will remove it within 24 hours. Our location does not have any trees or other landscaping under its control. Wellgreens will continually develop creative solutions to reduce litter and remain in good standing with members of the Santee community.

**GOOD NEIGHBOR POLICY AND CUSTOMER CODE OF CONDUCT:** Wellgreens has adopted a customer Code of Conduct and Good Neighbor Policy to ensure our guests and employees do not engage in conduct that may adversely impact the neighborhood. Below is a summary of our policies and best practices:

#### **CODE OF CONDUCT:**

- **No Reselling:** Reselling cannabis obtained at Wellgreens is strictly forbidden.
- **No On-Site Consumption:** No consumption of cannabis on the premises, outside the building, or within 300 feet of the location.
- **No Tobacco Smoking:** No smoking of tobacco products in the retail storefront.
- **No Unauthorized Recording:** No taking photos or videos, recording, playing music without headphones, or talking on a cell phone in the storefront retail location.
- **Respectful Behavior:** Customers must treat other customers and staff with respect at all times. Offensive, abusive, threatening, hostile, or derogatory language will not be tolerated.
- **No Loitering or Littering:** Loitering or littering in front or alongside the building is not permitted.

- **Prohibited Items:** No alcohol, other controlled substances, or weapons are allowed in the storefront retail location.

### GOOD NEIGHBOR POLICY:

- **Respectful Interactions:** All employees and customers will be respectful to the community.
- **Noise Control:** Customers will not play loud music or make unreasonable noise that may adversely impact neighbors.
- **Politeness and Respect:** Politeness and respect will be shown at all times when interacting with neighbors.
- **Parking Compliance:** Parking laws will be observed. No double-parking or blocking any neighbor's driveway or business will be permitted.
- **No Public Consumption:** No littering, loitering, or public consumption of cannabis.
- **Safe Driving:** Driving after using cannabis will not be tolerated.
- **Community Engagement:** Employees will participate in community events and initiatives to foster positive relationships with neighbors.

These policies and best practices will help ensure that Wellgreens maintains a positive relationship with the community and that our operations do not negatively impact the neighborhood.

### SECURITY PATROL:

At least one security guard will remain on-site during hours of operation. The security guard will track and monitor anyone entering or leaving the facility, as well as patrol the premises to ensure our security protocols are followed. Wellgreens will utilize its security guards to ensure neighbors are not impacted by the retail storefront.

Our security will arrive 30 minutes before store opening and leave 30 minutes after store closing. The roving security guard will patrol an area 200 feet on either side of the entrance to the retail store. Our licensed security team will receive additional training to educate them on the sensitivities of security at a cannabis retail store. This training includes a thorough review of age restrictions in place for the store. Our security training will also

include sensitivity training on the "moving on" or "call for service" assistance of any underage or homeless individual who may choose to frequent the area 100 feet on either side of the entrance to the cannabis retail store. We will ensure that nobody is loitering on the sidewalk around the facility.

Statistics show crime is often reduced in areas surrounding licensed cannabis retailers, which is the result of the increased security and foot traffic the businesses create. In addition to closely monitoring our neighborhood using video surveillance and security patrols, Wellgreens will work with the San Diego County Sheriff's Department, as well as local neighborhood watch organizations, to ensure our operations contribute to the security of the surrounding community and have a positive impact on the neighborhood.

Wellgreens strives to create a positive perception of our business by openly familiarizing law enforcement with our operations and best practices, and by proving that we are a law-abiding player. Moreover, Wellgreens is optimistic that local law enforcement will see our facility as a tool, rather than a threat, by making our outdoor security cameras and security staff available as a resource to help monitor the surrounding area.

### SIGNAGE:

Wellgreens' signage will be prominent, well-lit, and placed at the entrance and exit of the retail store, including signs stating the following message points:

- No loitering or littering within 100 feet of the store entry.
- Smoking, ingesting, vaping, or otherwise consuming cannabis on the site and in surrounding public places including sidewalks and business entrances, is prohibited
- Keep street parking spaces clear for our neighbors.
- No person under the age of 21 years of age is permitted to enter upon the premises of the cannabis business

Wellgreens' philosophy to nuisance management is to proactively address potential issues before they

become a nuisance. We have developed plans to proactively address noise, light, odor, and traffic. In the event an issue does arise, Wellgreens will employ the complaint resolution procedures set forth in the next section. By proactively addressing nuisances, we are taking great care to ensure that our store does not impact residents' quality of life.

### **PROACTIVE MEASURES TO AVOID NUISANCE**

**NOISE REDUCTION:** Wellgreens will prohibit the use of outdoor speakers and pagers. We will only play ambient music inside our store and will refrain from playing music loud enough for neighboring businesses to hear it. All noise generated by our business operations will be kept to levels that are undetectable to observers beyond the premises.

In addition, noise from Wellgreens customers is unlikely to impact neighbors. We will not be holding events in the parking lot or encouraging crowds to line up outside. We will routinely inform our customers of the importance of not playing loud music in automobiles and not loitering outside the location. Our security will patrol the immediate parking lot to ensure customer compliance with noise reduction policies. If customers are found to be making excessive noise, Wellgreens will warn the customer and prohibit them from returning to the retail storefront if the behavior continues.

Finally, our employee training will include training in noise management. From time to time, we will use a decibel meter to ensure that our business complies with city ordinances for noise.

**LIGHT:** Wellgreens will proactively address lighting to ensure light pollution does not adversely impact neighbors. Our storefront is part of a shared property with a Shell gas station and convenience store. Wellgreens will not illuminate its premises at night, except to the extent necessary for security operations, and will not utilize any illuminated neon signs visible to the exterior. To the extent we install lights outside our premises, we will install downward-facing shielded lighting as needed to ensure the safety of the premises. Our proactive management

of light ensures that light will not adversely impact neighboring properties.

**ODOR REDUCTION:** Wellgreens has adopted a comprehensive odor control plan. As a retailer, products arrive at our facility in packaging that drastically reduces the detectable odor of the products within. However, our goal is to ensure cannabis odors are undetectable. We will proactively manage odors to keep them from escaping the building and from being detectable outside the premises. To that end, we will utilize carbon filters to neutralize cannabis odors. Carbon filters are industry standard and scrub cannabis odors from the air. Wellgreens' odor control system utilizes negative pressure to draw clean air into the cannabis facility and keep odorous air from escaping. Cannabis-odor-producing activities (cultivation, packaging, and consumption) will be prohibited on-site. Finally, we will monitor the environment for the presence of cannabis odor. Security will patrol in the vicinity of our location and will report to management if cannabis is detectable outside our retail premises. If the City receives any odor complaints, Wellgreens will work with City staff to correct any odor concerns. Our staff is thoroughly trained on how to detect cannabis odor and can replace carbon filters.

### **PEDESTRIAN TRAFFIC AND ILLEGAL CONSUMPTION AROUND THE PREMISES:**

Wellgreens will manage pedestrian traffic proactively and will prevent individuals from remaining on our premises once they have made their purchase at our retail store. Due to our location on a shared property with a convenience store, we anticipate that pedestrians may gather in the vicinity of our premises. Security will monitor the location to ensure customers are accessing the property safely and not loitering in front of our storefront.

Security will also monitor activity within 100 feet of the building entrance to ensure that no cannabis consumption is occurring in the parking lots or otherwise in the vicinity of our business. Customers will be informed upon checking out that consumption on the premises is strictly prohibited. Violators of this policy will not be permitted to return to Wellgreens.



Similarly, if a customer line forms outside our store, Wellgreens' security guard will manage the line, so it remains orderly and does not obstruct the parking lot or walkway in front of our building or neighboring properties. If Wellgreens' security guards are unable to prevent others from engaging in nuisance activities in parking areas, sidewalks, alleys, and areas surrounding our premises, Wellgreens will call the Sheriff's Department in a timely manner to request assistance, unless personal safety would be threatened in making the request.

**VEHICLES:** The proposed location has ample parking; the parking lot serving the lot of the proposed location has 55 parking spaces, with 17 dedicated parking spaces in front of the proposed cannabis storefront. The other parking spaces serve the Shell gas station, and a convenience store. The immediate parking lot should be sufficient to accommodate our customers. If there is no available parking in the immediate parking lot, the security guard will direct customers to park in the parking area adjacent to the convenience store. Our security guard will help direct traffic as needed, depending on the current load of the immediate parking lot.

Our location also supports the safe unloading of cannabis goods. When performed without proper planning, the acts of loading and unloading cannabis products can negatively impact a community in several ways. If a designated loading and unloading area is not carefully chosen, delivery vehicles could obstruct parking lots, streets, or driveways. Additionally, delivery vehicles could be considered a visible nuisance, and, because of the great value of items transported by cannabis delivery vehicles, loading and unloading periods could be vulnerable to theft if they are not adequately protected.

Our building and location will allow us to load and unload products in a way that neither obstructs local traffic nor minimizes visibility, and that facilitates the safety of Wellgreens staff and local residents. To drop off shipments, a licensed distributor will be required to use the shared distributor parking spot. To prevent impacts on traffic, Wellgreens will only accept inventory drop-offs between the hours of 9:00 a.m. and 5:00 p.m., Monday through

Thursday. Receipt of inventory will only take place in the presence of management and at least one of our security guards to ensure products are safely received and placed into storage without issue. This plan limits impacts on neighbors because deliveries will be conducted early in the morning before most businesses open.

### **COMPLAINT RESPONSE PROCEDURES:**

Proactive complaint investigation and resolution are key to Wellgreens success. We have adopted comprehensive procedures for: (1) Complaint Intake; (2) Investigation; (3) Corrective Action and Follow Up; and (4) Complaint Recordkeeping. The use of systematized complaint procedures ensures that complaints are addressed in a serious manner. A summary of Wellgreens' complaint procedure is outlined below.

**COMPLAINT INTAKE** Wellgreens can receive complaints through a variety of channels, including its website, by phone, on social media platforms such as Instagram, and in-person. Through our outreach efforts and exterior signage, we will communicate that we welcome community feedback. We will train each of our employees on how to record a customer's complaint. Recorded information includes the name of the complainant, a description of the circumstances, references to applicable company operations relating to the complaint, a description of the remedy sought, and the complainant's contact information. Complaints may also be received by the General Manager and the Community Relations Contact Christopher Garmo, who will be available 24/7 by phone and email.

Additionally, we will actively monitor our social media platforms, including Instagram, to promptly address any complaints or concerns raised by the community. Our approach ensures that we can respond quickly and effectively to maintain positive relationships with our neighbors and customers.

**COMPLAINT INVESTIGATION** The General Manager will be responsible for investigating complaints but may delegate this responsibility to a qualified employee. Complaints will be investigated in a manner commensurate with the nature and scope

of the complaint. Investigations will be timely, impartial, and complete. The investigating parties will document or assemble evidence necessary to arrive at a decision on whether the complaint can be corroborated. The investigating party may conduct interviews, review security footage, examine

records, or take any other reasonable action to determine the validity of the complaint.

For odor, light, noise, and traffic-related complaints, the General Manager will investigate the following:

Odor	Light	Noise	Traffic
<ul style="list-style-type: none"> <li>• Check whether carbon filters are working properly</li> <li>• Check maintenance logs and whether filters need to be changed</li> <li>• Check whether windows and doors are closed</li> <li>• Check HVAC system and how it is expelling air</li> </ul>	<ul style="list-style-type: none"> <li>• Check whether bulbs are proper wattage</li> <li>• Check whether light shields are downward facing and working properly</li> <li>• Check common-area lights and follow up with property management</li> </ul>	<ul style="list-style-type: none"> <li>• Verify whether noise can be heard outside of premises</li> <li>• Verify dispensary is not playing loud music inside</li> <li>• Verify crowds are not gathering outside</li> <li>• Verify doors and windows are closed</li> </ul>	<ul style="list-style-type: none"> <li>• Check parking lot and street parking for existence of complaint</li> <li>• Verify all parking related signage is in working order</li> <li>• Check security cameras at date and time to verify existence of complaint</li> </ul>

Litter	Loitering	Public Consumption
<ul style="list-style-type: none"> <li>• Inspect the area around the premises for litter and debris</li> <li>• Check security footage for instances of littering</li> <li>• Interview security personnel and witnesses to gather details</li> <li>• Ensure trash receptacles are available and clearly marked outside the premises</li> </ul>	<ul style="list-style-type: none"> <li>• Monitor security footage for individuals lingering around the premises</li> <li>• Conduct regular patrols to identify and address loitering</li> <li>• Interview security personnel and witnesses to gather details</li> <li>• Ensure signage discouraging loitering is visible and intact</li> <li>• Engage with individuals to inform them of loitering policies and encourage them to move along</li> </ul>	<ul style="list-style-type: none"> <li>• Verify reports of cannabis consumption outside the premises</li> <li>• Check security footage for evidence of public consumption</li> <li>• Interview security personnel and witnesses to gather details</li> <li>• Ensure signage prohibiting public consumption is visible and intact</li> <li>• Remind customers of the no-consumption policy upon checkout</li> </ul>

**CORRECTIVE ACTION AND FOLLOW UP**

If a complaint is substantiated, we will implement a corrective action plan. Corrective action may include revising policies and procedures, training and retraining staff, and utilizing third-party experts. The General Manager will notify the complainant of the outcome of the investigation, including any corrective action taken. If the complaint cannot be corroborated, the General Manager will notify the complainant of the investigation and explain that no definite source was found. The General Manager will encourage the complainant to notify us in the future with any

concerns. Additionally, we will utilize social media platforms to communicate our actions and updates.

**COMPLAINT RECORDS** The General Manager will document the conclusion of the investigation and recommended corrective actions. The documentation will be clear enough that anybody reviewing the records can determine that a clear, well-reasoned, and diligent effort to resolve the complaint was undertaken. Records relating to complaints will be maintained for at least seven years.





## 2. POLICIES AND ENFORCEMENT STRATEGIES TO ENSURE CANNABIS PRODUCTS STAY OUT OF UNDERAGE HANDS

Wellgreens is committed to ensuring that youth do not have access to its cannabis products. This section details steps that we will proactively take to address community concerns on how to protect children and young adults under the age of 21 from generally from accessing cannabis products sold at the location.

Our primary strategy to protect youth is to ensure they do not have access to cannabis products sold at our storefront. We only allow adults aged 21 and over to enter our premises, with the exception of verified qualified medical patients aged 18 to 20, with valid identification and proof of status as qualified patients. We enforce this through two identification checks: first upon entrance and second at checkout. This ensures that purchasers are of legal age. Our Sales Associates will deny access to the sales floor

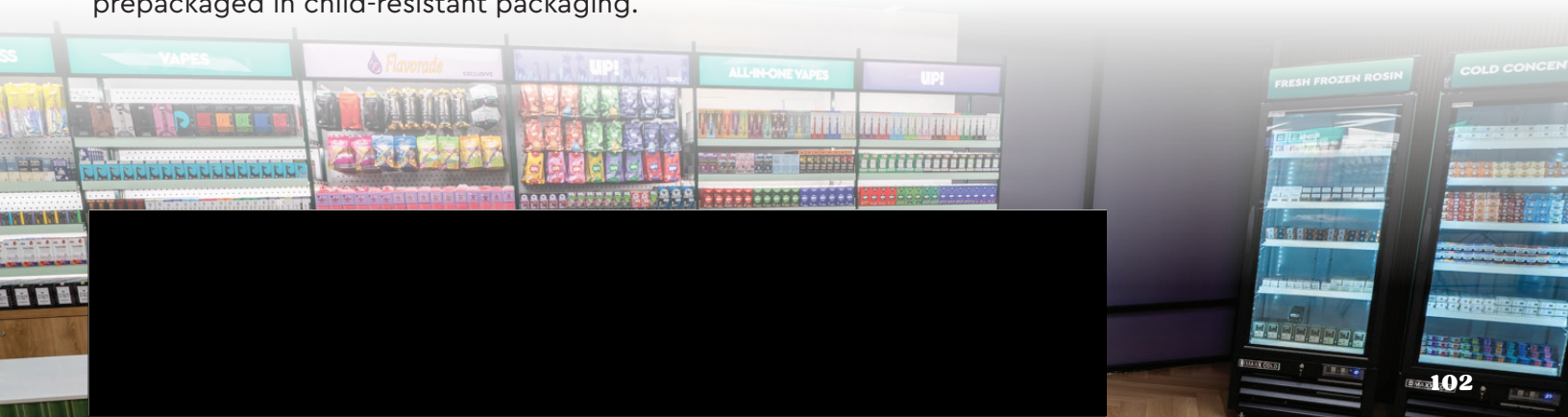
and refuse to sell products to anyone unable to provide valid proof of ID. Furthermore, our POS system, Dutchie, will not process a sale unless a sufficient ID verification has occurred.

To prevent youth access to cannabis at home, we educate our customers about safe storage products. Our Sales Associates recommend that legal purchasers keep cannabis products in a locked container. We also inform our customers that the resale of our products to minors is strictly prohibited. As a matter of practice, we ban any customer caught reselling cannabis products obtained at our storefront. We also only sell products that are prepackaged in child-resistant packaging.

Our second strategy focuses on preventing youth access to our cannabis products. We will maintain a discreet storefront that aligns with community expectations. This involves keeping the location neat and orderly, ensuring it does not become an attraction for youths. There will be no events held outside in the parking lot and no music will be played on the exterior of the location. We will use signage that is consistent with the area and does not appeal to children. Additionally, there will be no advertisements or cannabis images in the windows, or imagery that is attractive to youth. The exterior will display contact information for our Community Relations Contact Christopher Garmo. We will also employ a security guard to ensure there is no smoking or loitering around the proposed location.

Our third strategy to protect youth from accessing our cannabis products is to support education initiatives. Our community outreach has shown that this is the most important action we can take. We advocate for open conversations about cannabis within the community to reduce youth curiosity. Whenever possible, whether through financial support or subject matter expertise, we will back education programs in various settings, including schools, sports activities, and from influential community members such as law enforcement, youth group leaders, religious leaders, and teachers, who are individuals best positioned to discuss cannabis with youth.

Our stringent age verification processes, safe storage education, discreet storefront, and support for community education initiatives will ensure cannabis does not end up in the hands of youth. We will continue to listen to community feedback and adapt our practices to uphold this commitment.





## NEIGHBORHOOD OUTREACH SIGNATURES

Show your support for Wellgreens in Santee

The City of Santee has adopted a plan to license cannabis retail storefronts, and Wellgreens is seeking approval for a location on Mission Gorge Road. The potential benefits to the community are significant. Wellgreens is dedicated to hiring 90% of its workforce from the local area, enhancing security with cameras and a security guard, and improving the overall quality of life through regular trash cleanups and support for local nonprofits.

We need your support. The city will soon decide which projects to advance, and they need to hear that this project is compatible with the neighborhood's character. Can we count on you to add your name to our list of supporters? We will present this list to the city with our project proposal and keep you informed about the project's progress

NAME	RESIDENCE	DATE
NyKlee Bearden		10/17/24
Brooke Shankula		10/17/24
Jaime Dillinger		10/17/24
Haifa Nafso		10-17-24
GhadiR NAFSO		10-17-24
Daniel Webb		10/17/2024
Mylene Pomer		10-17-24

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NAME	RESIDENCE	DATE
Sarah <del>Mc</del> clants		10-17-24
Samantha Canden		10-17-24
Paul Wierfel		10-17-24
Diante Nafso		10-17-24
Lucas Stafford		10-17-24
devon nafso		10-17-24
Donovan Nafso		10-17-24
Damon Nafso		10-17-24

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NAME	RESIDENCE	DATE
Brian Turner		10-17-24
Joshua Biskin		10-17-24
Tom Belknap		10-17-24
Rodrigo Corrales		10-17-24
Dominique Ponce		10-17-24
Jose Ruiz		10-17-24
Amy Oregel		10-17-24
Linda Woodruff		10-17-24

# SECTION F. COMMUNITY BENEFITS AND INVESTMENT PLAN



## WELLGREENS

Proprietary & Confidential Information



**SECTION F.****COMMUNITY BENEFITS AND INVESTMENT PLAN**

As a women-owned business, Wellgreens is deeply committed to making a positive impact on the City of Santee through our comprehensive Community Benefits and Investment Plan. Our plan is designed to support and create investment in the local community by engaging with and funding various community-based activities and organizations.

Our proposed program includes:

- Public benefit fee in the amount of 5% gross receipts per year
- \$25,000 in direct aid to community organizations and nonprofits
- \$12,000 in community event sponsorships
- Community beautification events
- Education events
- Paid volunteer program
- Commitment to 90% local hire and local sourcing

Wellgreens' commitments to the City of Santee to benefit its residents and the local environment and economy are outlined in detail below.

**1. COMMUNITY BENEFITS**

**DIRECT AID TO NONPROFITS:** Co-owner Sam Hallak has met with various nonprofits and civic organizations in the City of Santee. To support the local community and its residents, Wellgreens will dedicate \$25,000 annually to direct aid.

**COMMUNITY BEAUTIFICATION:** Wellgreens will execute recurring community beautification initiatives with our leadership team and retail staff, who will remove trash and clean up the local environment. We will focus on areas where we can be most impactful. We have mobilized our work force for neighborhood beautification initiatives surrounding our other retail storefronts and San Diego County-area beaches and these efforts have proven to be successful.

**HOLIDAY TOY AND TURKEY DRIVES:** Wellgreens will host its annual turkey drive and toy drive during the holiday season. Wellgreens has historically held these drives at its other locations, where our leadership and staff have personally delivered toys and turkeys to those in need.



**MEMBERSHIP IN CIVIC ORGANIZATIONS:**

Wellgreens is committed to working with local Santee businesses to solve important issues. We intend to join civic organizations focused on business networking and local philanthropy and will commit to providing sponsorship for local events in connection with our membership.

**PAID VOLUNTEER TIME:** Wellgreens will pay for up to 40 hours per year of paid volunteer time. Employees that take advantage of the program are compensated for their participation in City events, community clean-ups, and educational events supported by Wellgreens. This promotes a positive social impact while enabling Wellgreens employees to develop new skills and empowering them to become leaders in their community.

**SUPPORT OF CITY-SPONSORED EVENTS:**

Wellgreens will donate \$12,000 towards the sponsorship of City-sponsored events. As part of our participation in such events, we will volunteer the service of our employees on a quarterly basis at a minimum or as frequently as major City-sponsored events arise. Additionally, because most City sponsored events are family-oriented, Wellgreens will participate in such a way that cannabis and our brand will not be visible to festival attendees.

**CANNABIS EDUCATION EVENTS:** Wellgreens is an education-forward company that understands the importance of educating our community about cannabis – especially as it pertains the laws governing cannabis use and possession, health risks and potential benefits, safe cannabis consumption, and the cannabis products Wellgreens has available for purchase. We will set up educational booths at adult-centric local events. Wellgreens will also host community education events to help members of the local community learn more about the science and regulations concerning cannabis in an informal, approachable setting. We will partner with community organizations, clubs, and individuals whenever possible and appropriate.

**LOCAL SOURCING:** Wellgreens will work with local businesses when feasible in connection with its operations. Wellgreens supports local procurement

and will work with licensees in San Diego County to source cannabis. By sourcing our products from the surrounding area, we aim to help grow local brands and also to drive additional tax revenue to the county. Similarly, Wellgreens will utilize local businesses whenever possible, and commit to identifying and considering a local Santee business before hiring outside contractors. Supporting local businesses, including women-owned and minority-owned businesses, promotes economic development and prosperity within the community.

## 2. STARTING WAGE

Wellgreens is committed to providing a living wage to all of our employees. We will offer a starting wage of \$22.61 per hour, excluding tips and gratuities. This rate complies with the San Diego Living Wage Ordinance and reflects our dedication to ensuring that our team members can afford the cost of living in Santee. Our living wage aims to attract and retain talented individuals who are essential to delivering exceptional service and maintaining our high standards.

## 3. LOCAL HIRING COMMITMENT

Wellgreens is committed to employing Santee residents. To create a thriving cannabis business, employees must come from the communities they serve and receive substantial compensation that allows them to live and thrive in their community and grow as people. In Santee, we will have a local general manager and commit to hiring local residents for 90% of all employee hours. Our plan for achieving this goal is set forth below.

**OUR HISTORY WITH LOCAL EMPLOYMENT:**

Wellgreens has a strong track record of hiring locally, which has helped us build a dedicated workforce and strengthen our community ties.

**LOCAL STORE MANAGER:** Wellgreens will appoint a general manager from the Santee community to lead our local operations who understands the



local community and its values. He or she will be empowered to act if an issue ever arises. By hiring local leadership, we want to ensure our business meets community expectations.

**DIGITAL OUTREACH:** Wellgreens will leverage several digital channels to post job openings online to ensure maximum outreach. Our website will serve as a primary platform for sharing employment opportunities, along with our social media presence. Our social media advertising will be targeted to reach adults aged 21 and over in the Santee area who are seeking employment.

**ONLINE JOB PLATFORMS:** Wellgreens will post job openings on various vetted online job sites, including Indeed.com, ZipRecruiter, Monster.com, and CareerBuilder. By utilizing online job platforms, we can effectively reach qualified job seekers who are based in Santee.

**LOCAL PUBLICATIONS:** Wellgreens will post information regarding job opportunities in local publications targeting adult residents of Santee who are eligible to work in the commercial cannabis industry. Local publications that we will consider include East County Californian, San Diego Union-Tribune, San Diego Voice, Viewpoint, La Prensa, and San Diego Woman Magazine.

**JOB FAIRS:** Wellgreens will recruit local employees from job fairs. These events not only provide us with a platform to inform the Santee community about our dispensary and job openings, but they also allow us to establish meaningful connections with potential employees. We will host and attend local job fairs on

a regular basis until we have achieved our objective of recruiting at least 90% of our workforce from within the City. We are committed to participating in the Santee Chamber of Commerce's annual Community Job Fair. Our local events will help us attract talented individuals from various parts of the community and provide us with an opportunity to engage with them directly.

**LIVING WAGE, BENEFITS, AND OPPORTUNITIES FOR GROWTH:** Wellgreens is committed to being an ideal employer for Santee residents by providing competitive salary, benefits, and training opportunities. We are committed to providing a living wage to ensure our employees can live and thrive in the area. Our paid volunteer time allows our workforce to give back to the community, and our training and continuing education program creates opportunities for growth and advancement within our company. As one of the fastest-growing businesses in San Diego, we are proud to offer opportunities for our local Santee workforce to grow with Wellgreens and join our corporate team, which is headquartered in San Diego.

#### 4. COMMUNITY BENEFITS AND INVESTMENT PLAN

Wellgreens will dedicate 5% of gross receipts to Santee community benefits and investments. We estimate the value of this contribution to be between \$496,663 to \$789,489 per year. The public benefits fee will be made directly to the City of Santee. The fees will be utilized by the City for the provision of public services that benefit the residents of the City.

## WELLGREENS LITTER REMOVAL

Docusign Envelope ID: FEABB770-B9D7-456E-9510-D96D0E1C10B9

\*Ironworks Collective, Inc. dba STIIIZY

10/9/2024

To Whom It May Concern,

It is with great pleasure that Ironworks Collective, Inc. dba STIIIZY offers our highest recommendation for Wellgreens Dispensary in support of their application with the City of Santee. Our partnership with Wellgreens has been consistently marked by their exceptional professionalism and seamless business operations.

They reliably fulfill their commitments, ensuring timely payments and maintaining transparent communication throughout our collaborations. Wellgreens' unwavering dedication to regulatory compliance and delivering top-quality products has been instrumental to the success of our partnership. Their leadership in the cannabis industry is evident through these qualities.

We are proud to endorse Wellgreens Dispensary and fully support their application.

Sincerely,

Gregory Krol

Director of Sales

Ironworks Collective, Inc. dba STIIIZY

Signed by:  
  
778B09C5780D4D7...



# SECTION G. PROPOSED SITE PLAN



## WELLGREENS

Proprietary & Confidential Information

## SECTION G. PROPOSED SITE PLAN

### 1. EXISTING CONDITIONS

#### 1.A. ADDRESS

The proposed location is 7751 Mission Gorge Road, Santee CA 92071. The property consists of six lots. The APN numbers are 386-701-06-00, 386-701-07-00, 386-701-08-00, 386-701-09-00, 386-701-10-00, and 386-701-11-00. According to assessor maps, the specific parcel is 22,966 square feet and the car wash building is 3,445 square feet. The overall property site is 69,280 square feet. The property is zoned General Commercial. **The property is fully developed with two structures: Shell gas station and convenience store; and Sunshine Car Wash & Detail, which is currently closed. The proposed premise will include a new standalone building in the area occupied by the car wash. The proposed retail storefront will be located on APN 386-701-08-00.**

#### 1.B. SITE DESCRIPTION

##### BUILDING DESCRIPTION

The proposed premises at 7751 Mission Gorge Road will be located in the car wash located on the southern border of the property. The existing car wash structure was constructed in around 1989. The car wash building is a single-story structure with a flat roof and an extended overhang. The overhang provides shade and seating for customers while their cars are detailed. The exterior walls are made of wood and metal, painted in a beige color, complemented by darker greenish brown trim around the windows and roofline. The building features multiple rectangular windows and three points of ingress and egress. The architectural style is simple and functional.

##### DRIVEWAY

Access to the property is available at the intersection of Mission Gorge Road and Starpine Drive. Mission Gorge Road is a six-lane highway with a median separating eastbound and westbound traffic. The property is located on the south side of Mission Gorge Road. Vehicles traveling east can access the driveway to the property at the intersection with Starpine Drive. Starpine Drive allows for a signalized left turn into the property. The southern portion of the property, where the proposed dispensary will be located, can be accessed directly from Starpine Drive. Vehicles traveling north on Starpine Drive can make an unprotected left turn to enter the southern portion of the property, while southbound traffic on Starpine Drive can make an unprotected right turn into the same area.

##### PARKING

According to the Santee Municipal Code, the General Commercial zone has a parking ratio of 1 spot per 250 square feet. In total, the proposed parking lot has 55 parking spots, of which 3 are disabled parking spaces. The cannabis business has 17 dedicated parking spots and 1 dedicated disabled spot. The number of parking spots exceeds the required amount by the Santee Municipal Code, which is 10.

##### SIDEWALKS

Mission Gorge Road is improved with a sidewalk on the northern border of the property.

##### NEIGHBORING BUSINESSES

The non-operational car wash is on the proposed parcel. Wellgreens shares the overall property with a Shell gas Station and Mission Gorge Market. To the east is Pepper Townhomes HOA condominium complex. To the south of a property is residential property and an industrial warehouse usage to the north.





### 1.C. PHOTOGRAPHS OF THE SITE





**1.D. CURRENT USE OF THE SITE**

The current use of the site is a car wash. The car wash is non-operational.

**1.E. OTHER BUSINESSES**

Wellgreens will share the proposed site with a Shell gas station and a Mission Gorge Market convenience store. The property adjacent used to be a Pure Flo Water business at 7737 Mission Gorge Road, but now sits vacant.

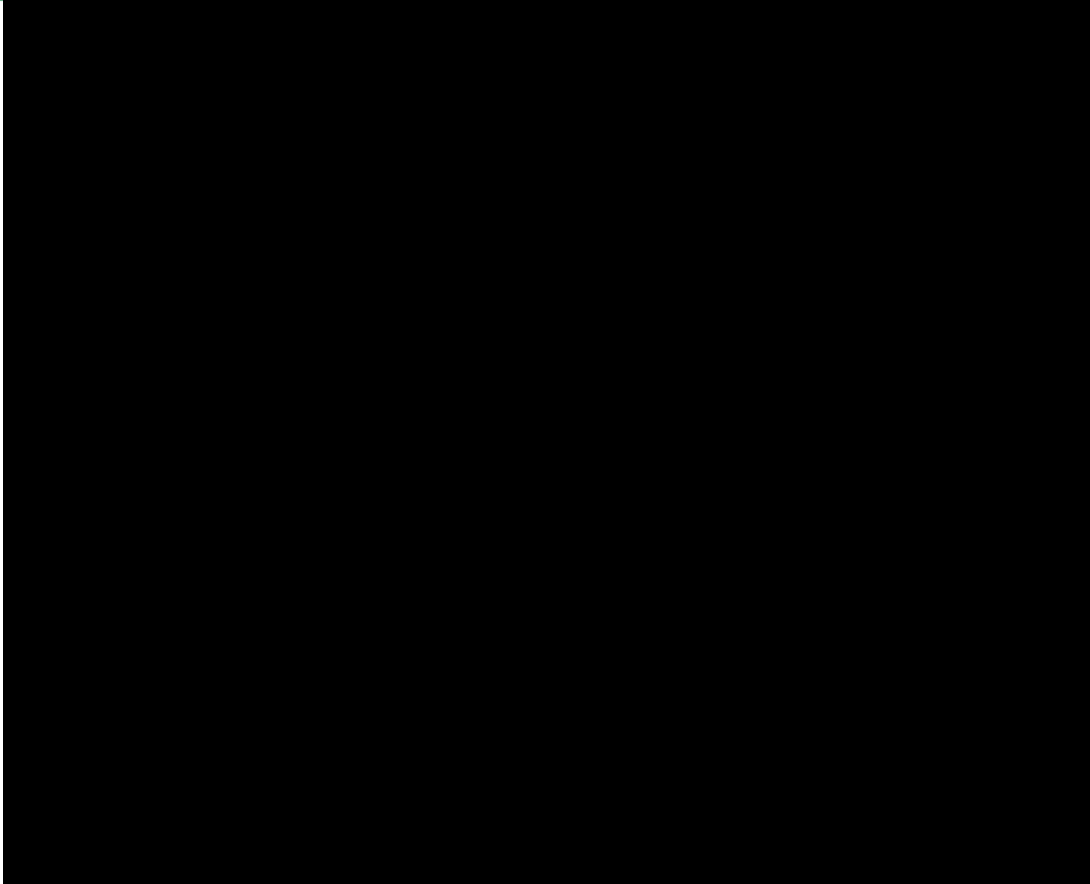




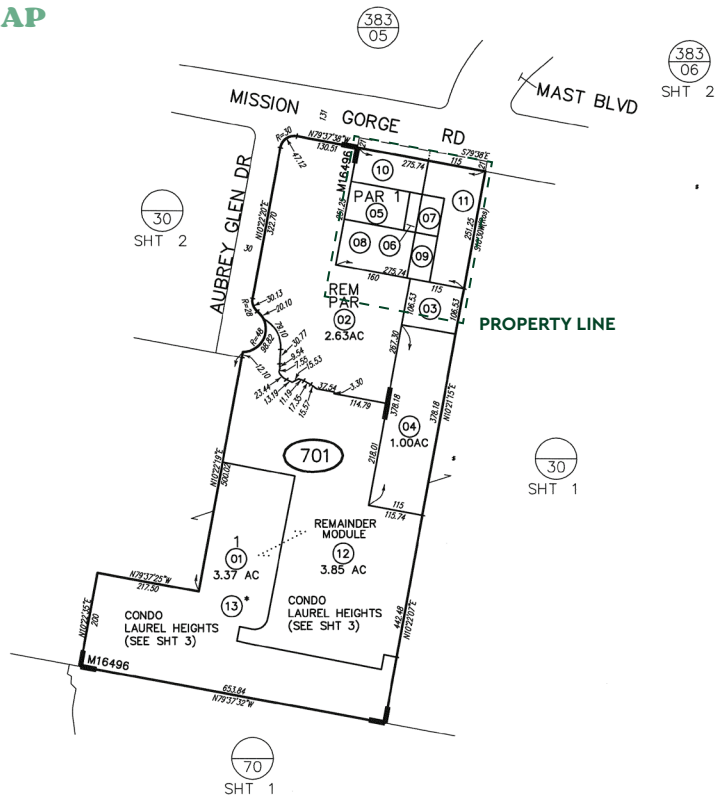
## **2.A. SITE PLAN**



### PROPOSED FLOOR PLAN



### ASSESSOR MAP



MAP 16496 – CITY OF SANTEE TCT NO 2020-02  
 MAP 688 – FANITA RHO REVISED – POR BLK F



## **2.B. PROPOSED IMPROVEMENTS**

Owner Christopher Garmo has already invested substantially in the property by developing a Shell gas station. He intends to make a similar level of investment in the site by building a new building if the Wellgreens project is selected. The new Wellgreens building will represent a substantial investment improvement in the property, which will impact the entire local neighborhood.

The proposed site will be improved with a newly constructed 2,493 square foot building to replace the existing car wash. The new building will feature a modern, sleek design with a rectangular structure. The facade will feature wood paneling and a living

wall with greenery and plants growing along the walls. The building style is modern and minimalist. The building will have new signage reading, "WELLGREENS" displayed in bold, white lettering on the wooden facade.

The site improvements will include a well-maintained parking lot in front of the building, with neatly placed shrubs and trees for landscaping. The building will incorporate a mix of natural and modern materials. The building will be made of stucco. After conducting outreach with the residential neighbor to the south, Wellgreens will include a new fence on the southern border to minimize impact on the residential property. The location will feature security lighting to ensure the safety of patrons as they leave the premises to access their cars.





### 2.C. VISUAL DEPICTION OF EXTERIOR





### 3. COMMUNITY IMPACTS

The proposed modification and utilization of the site for a Wellgreens cannabis retail storefront in Santee will have a meaningful impact on the surrounding area, enhancing public health, safety, welfare, environmental quality, and overall quality of life. By replacing an old car wash with a modern, regulated retail storefront, Wellgreens aims to provide safe and tested cannabis to medical users and adults over 21, thereby reducing the influence of the unregulated market.

As an owner-operator of the property and Wellgreens, owner Christopher Garmo is invested in the local area and will ensure the positive impacts of this project reverberate throughout the community. This section details how the proposed Wellgreens retail storefront will positively influence various aspects of community life and contribute to the well-being and prosperity of Santee residents.

#### PUBLIC HEALTH

The proposed Wellgreens retail storefront will enhance public health by providing increased access to safe and tested cannabis. As an experienced cannabis operator, Wellgreens understands the importance of competing not only with other licensed dispensaries but also with the unregulated market. By establishing a regulated retail storefront in Santee, qualified patients and adults over 21 will have the opportunity to purchase legal lab-tested cannabis, thereby reducing support for criminal organizations that peddle dangerous pesticide-laden cannabis products.

While the availability of legal cannabis might lead to increased usage, Wellgreens is committed to ensuring that it does not sell to minors and prioritizes educating its customers on safe and responsible consumption. Wellgreens acknowledges that irresponsible cannabis use can have secondary impacts on the community. To mitigate these risks, Wellgreens provides comprehensive education on safe and effective cannabis use, covering topics such as potency, administration methods, product types, and expected effects. To further prevent accidental

ingestion by minors, Wellgreens emphasizes the importance of safe storage and sells products with child-resistant packaging. Additionally, recognizing that impaired driving is a significant community concern, Wellgreens educates its customers on the dangers of driving under the influence of cannabis and strictly prohibits on-site consumption. Security personnel will patrol the parking lot to ensure compliance with this policy.

For these reasons, the approval of the Wellgreens retail storefront in Santee will contribute positively to public health without detracting from it.

#### SAFETY

The proposed Wellgreens retail storefront will enhance the safety of the community. According to the security plan, Wellgreens will implement a comprehensive security program to deter crime at the site. This includes robust safety measures such as secure locks, advanced video surveillance throughout the premises, and a 24-hour on-site security guard. These efforts collectively ensure that the Wellgreens location remains secure and not a target for criminal activity. Wellgreens has a proven history of maintaining secure locations.

Additionally, the increased presence of cannabis consumers will provide more "eyes on the ground," further deterring crime. As the community becomes more accustomed to regulated cannabis, we anticipate that additional patrols by Santee law enforcement will also help deter criminal activity. By combining these measures, we expect the proposed retail storefront to reduce crime in the area rather than increase it. Furthermore, Wellgreens commits to sharing its security camera footage with law enforcement to assist in investigating any crimes that may occur in the vicinity.

Regarding traffic, Wellgreens will not significantly impact the flow in any way that impacts public safety. The location on Mission Gorge Road, a major thoroughfare in Santee, is already accustomed to high traffic volumes. The proposed site shares a lot with a busy gas station, so while we expect a substantial number of customers, the traffic impact will be minimal. We do not anticipate an increase in

accidents due to cannabis use, as on-site cannabis consumption will be prohibited. Our security guard will patrol the area to ensure compliance with this policy. If granted a permit, we are prepared to conduct a traffic study and implement any recommendations to mitigate any potential increase in traffic flow that impacts public safety.

### **ECONOMIC WELFARE**

The proposed Wellgreens retail storefront in Santee will significantly boost the city's revenue. Wellgreens has pledged a 5% community benefit fee, potentially generating up to \$900,000 annually once the storefront reaches full capacity. Additionally, Wellgreens plans to create 39 jobs with a guaranteed minimum wage of \$22.61 per hour by Year 3, ensuring that every job provides a living wage. The economic benefits of these new jobs will ripple throughout the community as employees spend their earnings locally, since the vast majority of workers will be local Santee residents. Finally, the transformation of an old, non-operational car wash into a modern retail storefront represents a revitalization of underutilized space, which can stimulate further economic development in the area.

### **ENVIRONMENTAL QUALITY**

The proposed Wellgreens business will promote environmental quality. Wellgreens always incorporates environmental sustainability into its storefront locations. At our current locations, Wellgreens has successfully minimized environmental impact by implementing energy-efficient appliances, low-flow toilets, and LED lighting, ensuring safe and secure management of cannabis waste. In addition, by hiring 90% local residents at our existing storefronts, we minimize the amount of pollution associated with transit to our retail storefronts.

For our Santee location, the retail site will not generate substantial waste, and all cannabis waste will be managed safely and securely. Wellgreens will implement various environmental measures to promote conservation, including energy-efficient appliances, low-flow toilets, and LED lighting. Since Wellgreens is not a cultivator, the energy required for the site will be comparable to other retail uses, minimizing its environmental footprint. Finally,

replacing the old car wash, which may have had environmental concerns such as water runoff and chemical use, with a new, environmentally conscious building will improve the overall environmental quality of the site.

### **QUALITY OF LIFE**

Wellgreens will enhance the quality of life in the community. Wellgreens has taken great care at each of its locations to enhance the quality of life for all neighbors. Open communication rests at the heart of Wellgreens' efforts to be a good neighbor and enhance the quality of life. Wellgreens will tailor its operations within reason to meet community expectations. The strategies outlined in Wellgreens' neighborhood compatibility plan have been implemented at its other locations, and will be implemented in Santee.

According to the Neighborhood Compatibility Plan, Wellgreens has a good neighbor policy and code of conduct that limits noise at the location. Only ambient music will be played inside at low volume, and there will be no outdoor speaker system. In addition, the change of use from car wash to retail storefront will result in less noise as there will not be vacuums and other noisy uses present. Odor will not be an issue as Wellgreens will implement an odor control plan using carbon filtration and negative pressure to contain odors within the site. Since Wellgreens does not engage in cultivation or manufacturing, the odor associated with the site will be minimal, with products arriving and being sold in pre-packaged, airtight containers.

Likewise, Wellgreens is expected to positively impact property values in the area. The new building will be more aesthetically pleasing than the old car wash and will enhance the visual appeal of the neighborhood. Additionally, the increase in safety from the comprehensive security program and the boost in local development due to increased traffic from Wellgreens customers will likely enhance property values. With several hundred customers visiting daily and a new residential development nearby, other neighborhood-focused businesses are expected to locate in the area. This will further improve the quality of life and increase the value of surrounding properties.



**CITY OF SANTEE**  
**COMMERCIAL CANNABIS BUSINESS PERMIT APPLICATION**  
**(RETAIL APPLICATIONS)**  
**FINANCIAL RESPONSIBILITY, INDEMNITY AND**  
**CONSENT TO INSPECTION TERMS**  
**(Must be completed by all owners)**

Dated: October 18, 2024

I hereby agree to the following terms:

1. I herewith pay the sum of \$25,711 for the application fee for the review and processing of an application for commercial cannabis business permit.
2. The entire fee amount paid to the City of Santee ("City") is non-refundable. There is no guarantee - expressed or implied - that by submitting the application or paying the application fee that I will obtain a permit to operate a commercial cannabis business.
3. All costs incurred by the City in processing said application, including staff time, attorney's fees, Consultant's fees and overhead, shall be funded from the fees paid. This is a personal obligation and shall not be affected by sale or transfer of the property subject to the application, changes in business organization, or any other reason.
4. I acknowledge and agree to the defense, waiver, and indemnification obligations stated in the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City", incorporated herein by reference.
5. The City will promptly notify the Applicant(s) and Owner(s) of any claim, action, or proceeding that is or may be subject to this Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. The City may, within its unlimited and sole discretion, participate in the defense of any such claim, action, or proceeding.
6. I will fund a deposit account ("Fund") to reimburse the City's cost, including attorney's fees, to defend any claim, action, or proceeding that is or may be subject to the Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties, and Indemnification to City. In the event that any such claim, action, or proceeding is filed against the City, I shall within 30 days of the filing, deposit an initial sum of \$20,000 to the Fund to reimburse the appropriate portion of the City defense costs, as determined by the City in its sole discretion. The Fund shall contain an amount necessary to cover three months' worth of budgeted expenditures by the City relating to the City's defense of the claim, action, or proceeding, including all time to appeal, or as long as expenditures made by the City relating to its defense remain unreimbursed, whichever is later. Once all remaining

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

and outstanding reimbursements have been paid to the City by me, City shall return any remaining unused portion of the deposit.

7. The City shall have the sole and absolute right to approve any and all counsel employed to defend the City. To the extent the City uses any of its resources to respond to such claim, action or proceeding, or to assist the defense, I will reimburse the City for those costs. Such resources include, but are not limited to, staff time, court costs, City Attorney's time, or any other direct or indirect cost associated with responding to, or assisting in defense of, the claim, action, or proceedings.
8. I consent and expressly allow, authorize, and permit the City, all its departments, agents, and employees, to enter upon and inspect the subject property identified in the application, with or without prior notice, for the purposes of processing this application or inspection or photographing for compliance with all laws, regulations, and conditions placed on land use approvals or the cannabis business permit. No additional permission or consent to enter upon the property is necessary or shall be required. By signing this agreement, I further certify and warrant I am authorized to, and hereby do, consent, and allow such inspections on behalf of each and all Owners of the property and Applicants.
9. I understand that all materials submitted in connection with the application are public records that the City may in accordance with applicable law determine are subject to inspection and copying by members of the public. By filing an application, I agree that the public may, if the City determines the law requires it, inspect and copy these materials and the information contained therein, and that some or all of the materials may be posted on the City's website. For any materials that may be subject to copyright protection, or which may be subject to Sections 5500.1 and 5536.4 of the California Business and Professions Code, by submitting such materials to the City I represent that I have the authority to grant, and hereby grant, the City permission to make the materials available to the public for inspection and copying, whether in hardcopy or electronic format.
10. This Agreement shall constitute a separate agreement from any cannabis business permit approval, and that if the cannabis business permit, in part or in whole, is revoked, invalidated, rendered null or set aside by a court of competent jurisdiction, I agree to be bound by the terms of this Agreement, which shall survive such invalidation, nullification or setting aside.
11. This Agreement shall be construed and enforced in accordance with the laws of the State of California and in any legal action or other proceeding brought by either party to enforce or interpret this Agreement; the appropriate venue is the San Diego County Superior Court.

After review and consideration of all of the foregoing terms and conditions, I agree to be bound by and to fully and timely comply with all of the foregoing terms and conditions, and the attached "Agreement on Limitations of City's Liability, and Certifications, Assurances Warranties and Indemnification to City".

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

**Applicant(s)/Owner(s):**

Christopher GARMO  
Printed Name

CHG  
Signature

Guilhem M. CASTAGNE  
Printed Name

[Signature]  
Signature

Bessma Loussia  
Printed Name

[Signature]  
Signature

SARMAO HALAK  
Printed Name

[Signature]  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature



# **Agreement on Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City**

**(Must be completed by all owners)**

## **A. WAIVER, RELEASE AND HOLD HARMLESS**

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

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

## **B. AGREEMENT TO INDEMNIFY**

I shall defend, indemnify, and hold harmless the City and its City Council, boards and commissions, officers, officials, employees, and agents from and against any and all actual and alleged liabilities, demands, claims, losses, damages, injuries, actions or proceedings and costs and expenses incidental thereto (including costs of defense, settlement and attorney's fees), which arise out of, or which are in any way related to i) the requested cannabis business permit and any land use entitlement related thereto, ii) the proceedings undertaken in connection with the approval, denial, or appeal of the requested cannabis business permit and any land use entitlement related thereto, iii) any subsequent approvals or licensing/permits relating to the requested cannabis business permit and any land use entitlement related thereto, iv) the processing of the requested cannabis business permit and any land use entitlement related thereto, v) any amendments to the approvals for the requested cannabis business permit and any land use entitlement related thereto, vi) the City's approval, consideration, analysis, review, issuance, denial or appeal of the cannabis business permit; vii) the City's approval, consideration, analysis, review, issuance, denial or appeal of any land use entitlement related thereto, viii) the City's drafting, adoption and passage of an ordinance, and related resolutions, policies, rules and regulations, allowing for cannabis businesses, ix) the City's drafting, adoption and passage of an ordinance, and related resolutions if necessary in the future regarding any zoning law amendment(s) related to the cannabis business, x) the operation of the cannabis business or activity, xi) the process used by the City in making its decision to approve, consider, analyze, review, issue, or deny, the cannabis business permit or any related land use entitlement, or the appeal of either, xii) City's compliance or failure to comply with applicable laws and regulations or xiii) the alleged violation of any federal, state or

Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

local laws by the cannabis business or any of its officers, employees or agents, except where such liability is caused by the sole negligence or willful misconduct of the City.

City may (but is not obligated to) defend such challenge as City, in its sole discretion, determines appropriate, all at applicant's sole cost and expense. I shall bear any and all losses, damages, injuries, liabilities, costs, and expenses (including, without limitation, staff time and in-house attorney's fees on a fully-loaded basis, attorney's fees for outside legal counsel, expert witness fees, court costs, and other litigation expenses) arising out of or related to any challenge ("Costs"), whether incurred by me, City, or awarded to any third party, and shall pay to the City upon demand any Costs incurred by the City.

**C. OBLIGATIONS INDEPENDENT OF AWARD OF PERMIT, LICENSE, OR ENTITLEMENTS**

The obligations under this Agreement shall apply regardless of whether a cannabis business permit or any related permits or entitlements are issued.

**D. OBLIGATIONS SURVIVE EXPIRATION OF PERMIT, LICENSE, OR ENTITLEMENTS**

The obligations under this Agreement shall survive the expiration of any cannabis business permit or related permit or entitlement issued by the City. No modification of the permit, other approval, change in applicable laws and regulations, or change in processing methods shall alter the applicant's indemnity obligation.

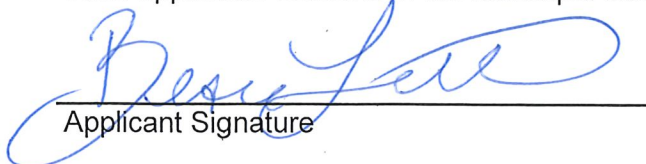
**E. PROSECUTION UNDER FEDERAL LAW**

I understand that I, other applicants, owners, operators, employees, and members of the cannabis business may be subject to prosecution under Federal Laws.

## F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

  
Applicant Signature

Bessma Loussia, Owner  
Printed Name and Title

Mission Gorge Ventures LLC  
Name of Business Entity

7751 Mission Gorge Rd. Santee, CA 92071  
Address of Permitted Location

10-18-2024  
Date

  
Applicant Signature

SARMAD HALLAK OWNER.  
Printed Name and Title

MISSION GORGE VENTURES LLC  
Name of Business Entity

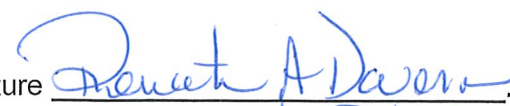
7751 MISSION GORGE RD SANTEE CA 92071  
Address of Permitted Location

10-18-2024  
Date

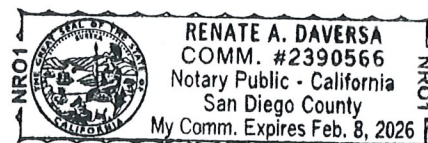
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SANDIEGO

Subscribed and sworn to (or affirmed) before me on this 18<sup>th</sup> day of October, 2024, by BESSMA LOUSSIA and SARMAD HALLAK, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature   
Notary Public

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City



## F. AUTHORIZED TO SIGN

The person(s) whose signature appears below is/(are) authorized to sign this Agreement on behalf of the business, applicant/permittee, and operators, and each of them, if more than one, has submitted this information and all attachments as required by the application process to obtain a cannabis permit from the City of Santee.

I declare under penalty of perjury that the information provided on this form is true and correct and do hereby apply for a permit pursuant to City of Santee Municipal Code, Chapter 7.04, and all other applicable sections of the Municipal Code.

[Signature]  
Applicant Signature

Christopher GARMO owner  
Printed Name and Title

MISSION GORGE VENTURES LLC  
Name of Business Entity

7751 Mission Gorge Rd, Santee CA 92071  
Address of Permitted Location

10-18-2024  
Date

[Signature]  
Applicant Signature

GUILHEM M. CASTAGNE  
Printed Name and Title OWNER

MISSION GORGE VENTURES LLC  
Name of Business Entity

7751 MISSION GORGE RD  
Address of Permitted Location SANTEE, CA, 92071

10-18-2024  
Date

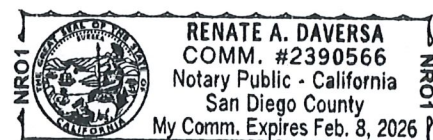
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 18<sup>th</sup> day of October, 2024, by GUILHEM M. CASTAGNE, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Renate A Daversa  
Notary Public

(Seal)



Agreement of Limitations of City's Liability, and Certifications, Assurances, Warranties, and Indemnification to City

# California Jurat Loose Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

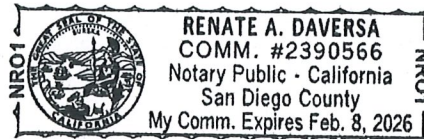
State of California }  
County of San Diego } ss.

Subscribed and sworn to (or affirmed) before me this 18<sup>th</sup> day of October, 2024  
by CHRISTOPHER GARMO

proved to me on the basis of satisfactory evidence to be the person(s) who appeared  
before me.

Renate A. Daversa  
Notary Public Signature  
Notary Public

Seal



## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

## Notes

Agreement on Limitations of City's Liability  
and Certifications, Assurances, Warranties, and  
Indemnification to City





## City of Santee

10601 Magnolia Ave  
Santee, CA 92071  
Email: cannabisinfo@cityofsanteeca.gov

### PROPERTY OWNER CONSENT/LANDLORD AFFIDAVIT

**Property Owner Consent/Landlord Affidavit is required for all Applications. If the business owner is the same person/entity as the property owner, the business owner must complete, sign and notarize the Property Owner Consent/Landlord Affidavit form. If the property is owned by an entity, the entity owner must complete, sign, and notarize the Property Owner Consent/Landlord Affidavit.**

☒ I certify that I am/we are the record owner(s) of the property at:

7751 Mission Gorge Rd Santee CA 92071  
Street City State Zip  
386-701-08-00

Accessor Parcel Number (APN)

and that the information filed is true and correct to the best of my (our) knowledge. I/We, as the owner(s) of the subject property, consent to the filing of this application and use of the property for the purposes described herein. I/We further consent and hereby authorize City representative(s) to enter upon my property for the purpose of examining and inspecting the property in preparation of any reports and/or required environmental review for the processing of the application(s) being filed.

### BY MY SIGNATURE BELOW, I CERTIFY TO EACH OF THE FOLLOWING:

☒ I am the property owner or am authorized to act on the property owner's behalf, and the information I have provided above is correct. I acknowledge that I have read and understand the information contained herein.

☒ I acknowledge that the proposed commercial cannabis business Mission Gorge Ventures LLC  
Tenant (Corporation/LLC/Partnership/Sole Owner)  
has the legal right to occupy the property, and consent to the business conducting the following commercial cannabis activity at the Property:

- ☐ Retail (Storefront)  
☒ Retail (Storefront with Deliver)  
☐ Microbusiness (with Retail)

☒ I agree to comply with all applicable City Ordinances and State Laws.

SIGNATURE OF PROPERTY OWNER(S):

Christopher GARMO  
PRINTED NAME OF PROPERTY OWNER(S)  
(Mission Gorge Center LLC)

[Signature]  
SIGNATURE OF PROPERTY OWNER(S)

PRINTED NAME OF PROPERTY OWNER(S)

SIGNATURE OF PROPERTY OWNER(S)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me \_\_\_\_\_.

*\*NOTARIZATION REQUIRED. This authorization form will not be valid without notarization. The authorization contained in this form automatically expires upon sale or transfer of title to the Property. If sale or transfer of the Property occurs prior to obtaining a business license, the applicant must resubmit this notarized form with approval of the new legal owner(s) of the Property as well as pay any applicable fees. Property Owner authorization must be signed by all Property Owners of the property identified in the Application. Attach additional pages if necessary.*



# California Jurat Loose Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of San Diego } ss.

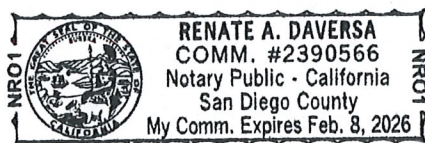
Subscribed and sworn to (or affirmed) before me this 18<sup>th</sup> day of October, 2024

by CHRISTOPHER GARMO

proved to me on the basis of satisfactory evidence to be the person(s) who appeared  
before me.

Renate A. Daversa  
Notary Public Signature  
Notary Public

Seal



## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

## Notes

Property Owner Consent / Landlord Affidavit  
7751 Mission Gorge Rd  
Santee, CA 92071  
APN: 386-701-08-00



To whom it may concern,

This letter is confirmation that Mission Gorge Ventures LLC at 7751 Mission Gorge Rd Santee, CA 92071 is insurable for property and liability coverage that will be compliant with SMC § 7.04.300 and any other requirement imposed by law. Coverage will include the following: : (1) commercial general liability insurance with a limit of no less than \$2,000,000 per occurrence and \$4,000,000 aggregate for bodily injury (including death), personal injury and property damage; and (2) if permittee or permittee's employees use vehicles in the operation of the business, automobile liability insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, with a limit of no less than \$1,000,000 per occurrence. The City of Santee, its City Council and each member thereof, its officers, employees, and agents will be named as an additional insured on the commercial general liability policy. Coverage will be effective upon receipt of payment and signatures. Please reach out if there are any additional questions

Thank you,

A handwritten signature in black ink, appearing to read "JJ", is placed above the printed name.

Jesse Jurado, Owner  
Sugarleaf Insurance Services

24810 Washington Ave Murrieta, CA 92562  
951 834 3964  
jesse@sugaleafservices.com



September 17th, 2024

Regarding:

**Wellgreens 2.0**  
**6859 Federal Blvd Lemon Grove, CA**

To Whom It May Concern:

This letter is verification that Wellgreens 2.0 has a membership with Safe Harbor Financial. The account is in good standing. According to our records, between all Wellgreens accounts with Safe Harbor, the average monthly deposit amount is [REDACTED]. If you need additional information regarding this account, please refer to the client listed above. The account holder can provide deposit information from their monthly statements.

I hope this information is useful.

Sincerely,

*Alyssa Andrews*

Alyssa Andrews  
Relationship Manager





September 17th, 2024

Regarding:

**Wellgreens 2.0**  
**6859 Federal Blvd Lemon Grove, CA**

To Whom It May Concern:

This letter is verification that Wellgreens 2.0 has a membership with Safe Harbor Financial. The membership and all 13 other accounts are in good standing as of today's date. The account is a CRB/MRB account, and the Credit Union is aware of the relevant business activities. If at any point, Wellgreens and their affiliates, including Mission Gorge Ventures LLC, need to open more accounts, Safe Harbor would be willing and happy to do so. If you need additional information regarding this account, please refer to the client listed above. The account holder can provide deposit information from their monthly statements.

If you need additional information regarding this account, please refer to the client listed above. The account holder can provide deposit information from their monthly statements.

Sincerely,

A handwritten signature in black ink that reads "Alyssa Andrews".

Alyssa Andrews

**Relationship Manager**

October 22, 2024

Wellgreens 2.0 LLC  
6859 Federal Blvd.  
Lemon Grove, CA 91945

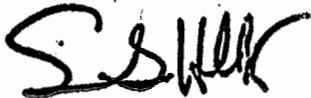
**Re: Proof of Funds**

To Whom it May Concern,

As the account holder of the assets held under the account Wellgreens 2.0 LLC at Safe Harbor Financial. I certify [REDACTED] of the available funds are available for use by and for the benefit of Mission Gorge Ventures LLC. The funds have been made available to the owners of Mission Gorge Ventures LLC, including but not limited to Sarmad "Sam" Hallak and Bessma Loussia. They have sole and irrevocable control over the funds for the purpose of establishing a Wellgreens cannabis retail location in Santee.

We have included a letter from Safe Harbor Financial attesting to the funds for your review. The funds will be used to meet the capital needs for the above-named project, to include the buildout, startup, and operational expenses as listed on the Pro-Forma Financials. We affirm the assets are not otherwise encumbered for any other purpose.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Halak', with a stylized, cursive script.

Sam Halak  
Managing Member of Wellgreens 2.0, LLC



# ZONING VERIFICATION LETTER REQUEST FORM (CANNABIS BUSINESS PERMIT)

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Proposed Location:

Address: \_\_\_\_\_

Accessor Parcel Number (APN): \_\_\_\_\_

Evidence of Legal Parcel : \_\_\_\_\_  
(Attach As Separate Document)

Proposed Land Use: ☐ Retail

☐ Microbusiness with Retail

Zoning Verification Request: \_\_\_\_\_

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*Note: The issuance of a ZVL does not constitute written evidence of permission given by the City or any of its officials to operate a cannabis business, nor does it establish a “permit” within the meaning of the Permit Streamlining Act, nor does it create an entitlement under the Zoning or Building Code. Commercial Cannabis Retail Businesses (CCBs) are required to comply with all applicable development standards outlined in Santee Municipal Code. A regulatory permit for a CCB does not constitute a permit that runs with the land once a cannabis business is established.*



## **NOTICE**

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

DOC# 2022-0170314

**RECORDING REQUESTED BY:**

Ticor Title Company SD Commercial

Escrow No.: 00774222-017-JSL

Title No.: 00774222 -017-ZWL

**WHEN RECORDED MAIL DOCUMENT AND  
TAX STATEMENT TO:**

Mission Gorge Center LLC, a California  
limited liability company

7757 Mission Gorge Rd  
Santee, CA 92071



Apr 19, 2022 11:14 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$694.00 (SB2 Atkins: \$0.00)

PCOR: YES

PAGES: 4

APN: 386-300-48-00; 386-300-53-00, 386-  
300-54-00; 386-300-55-00, 386-300-56-00;  
386-300-57-00, 386-300-52-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declares exemption under the following:  
Exempt from fee per GC 27388.1 (a) (2); recorded in  
connection with a transfer subject to the imposition of  
documentary transfer tax

**GRANT DEED**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$ 671.00 CITY TAX \$ 0.00

- ☒ computed on full value of interest or property conveyed, or  
☐ computed on full value of items or encumbrances remaining at time of sale,  
☐ Unincorporated area X City of Santee, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MARY GARMO, Trustee of the DARI AND MARY FAMILY TRUST, under Declaration of Trust dated  
August 26, 1999, TRUST "B", also known as DARI AND MARY FAMILY TRUST

hereby GRANT(s) to

Mission Gorge Center LLC, a California limited liability company

the following real property in the County of San Diego, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Document Date: April 6, 2022

**GRANTOR:**

MARY GARMO, Trustee of the DARI AND MARY  
FAMILY TRUST, under Declaration of Trust dated  
August 26, 1999, TRUST "B", also known as DARI  
AND MARY FAMILY TRUST

Mary Garmo, Trustee  
Mary Garmo, Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Diego ) SS:


On 4/14/22 before me, Maria Fabiola Passariello, Notary Public  
a Notary Public, personally appeared Mary Coarimo

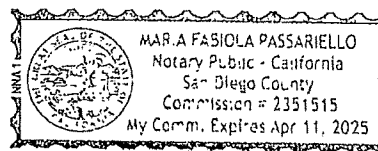
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

 (Seal)





GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE  
NOTARY SEAL ON THE DOCUMENT TO WHICH THIS  
STATEMENT IS ATTACHED READ AS FOLLOWS:

NAME OF NOTARY: MARIA FABIOLA PASSARIELLO

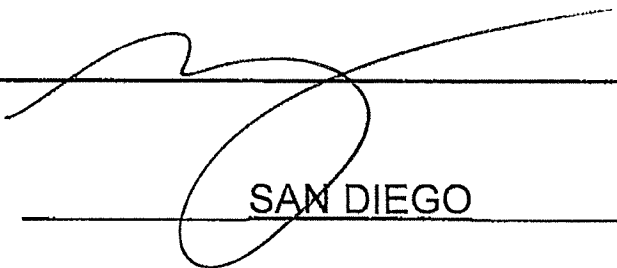
COMMISSION NUMBER: 2351515

COMMISSION EXPIRES: APRIL 11, 2025

COUNTY WHERE BOND IS FILED: SAN DIEGO

MANUFACTURER OR VENDOR NUMBER: NNA1

TICOR TITLE COMPANY

\_\_\_\_\_  


PLACE OF EXECUTION: \_\_\_\_\_ SAN DIEGO

DATE: 4/18/2022

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

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

ALL OF THAT PORTION OF LOT 5, BLOCK "F", REVISED MAP OF PART OF FANITA RANCHO, IN THE CITY OF SANTEE, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY OCTOBER 22, 1891, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID LOT 5;

THENCE SOUTH 10° 21' 22" WEST ALONG THE EASTERLY LINE OF SAID LOT, 272.25 FEET;

THENCE AT RIGHT ANGLES, NORTH 79° 38' 45" WEST 275.74 FEET;

THENCE NORTH 10° 21' 22" EAST PARALLEL WITH SAID EASTERLY LINE, 272.25 FEET TO THE NORTHERLY LINE OF SAID LOT;

THENCE SOUTH 79° 38' 45" EAST ALONG SAID NORTHERLY LINE 275.74 FEET TO THE POINT OF BEGINNING.

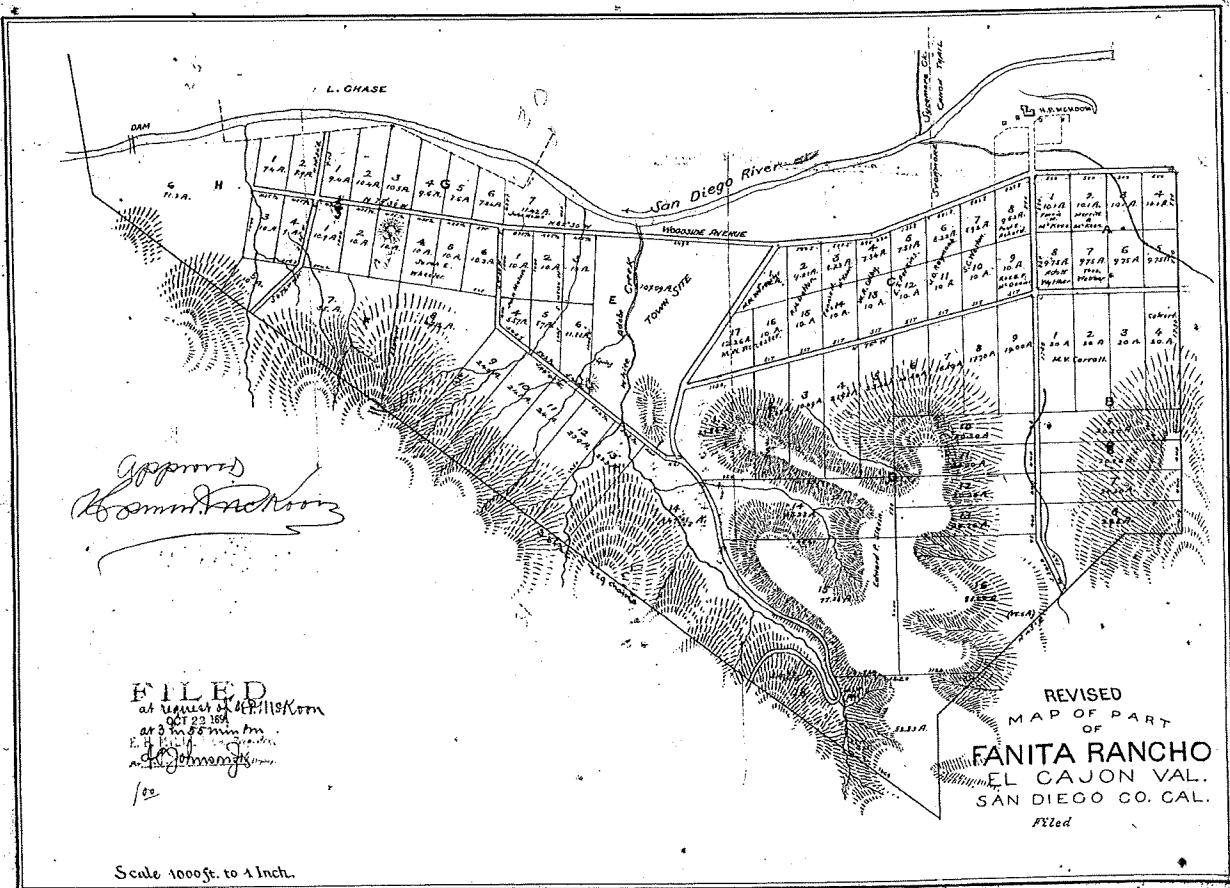
EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO THE COUNTY OF SAN DIEGO, BY DEED RECORDED ON MAY 21, 1972 AS INSTRUMENT NO. 312207, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THE NORTH 21.00 FEET OF THE EAST 275 FEET OF LOT 5, BLOCK "F" OF FANITA RANCHO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF, MAP NO. 688, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 386-300-48-00; APN: 386-300-52-00; APN: 386-300-53-00; APN: 386-300-54-00; APN: 386-300-55-00; APN: 386-300-56-00; APN: 386-300-57-00

688

688



688

688

The map shows a large tract of land, 700 acres in total, divided into 33 numbered lots. The lots are arranged in a grid-like pattern, with some irregular shapes. The map includes bearings and distances for the boundaries of the lots and the overall tract. Key features include:

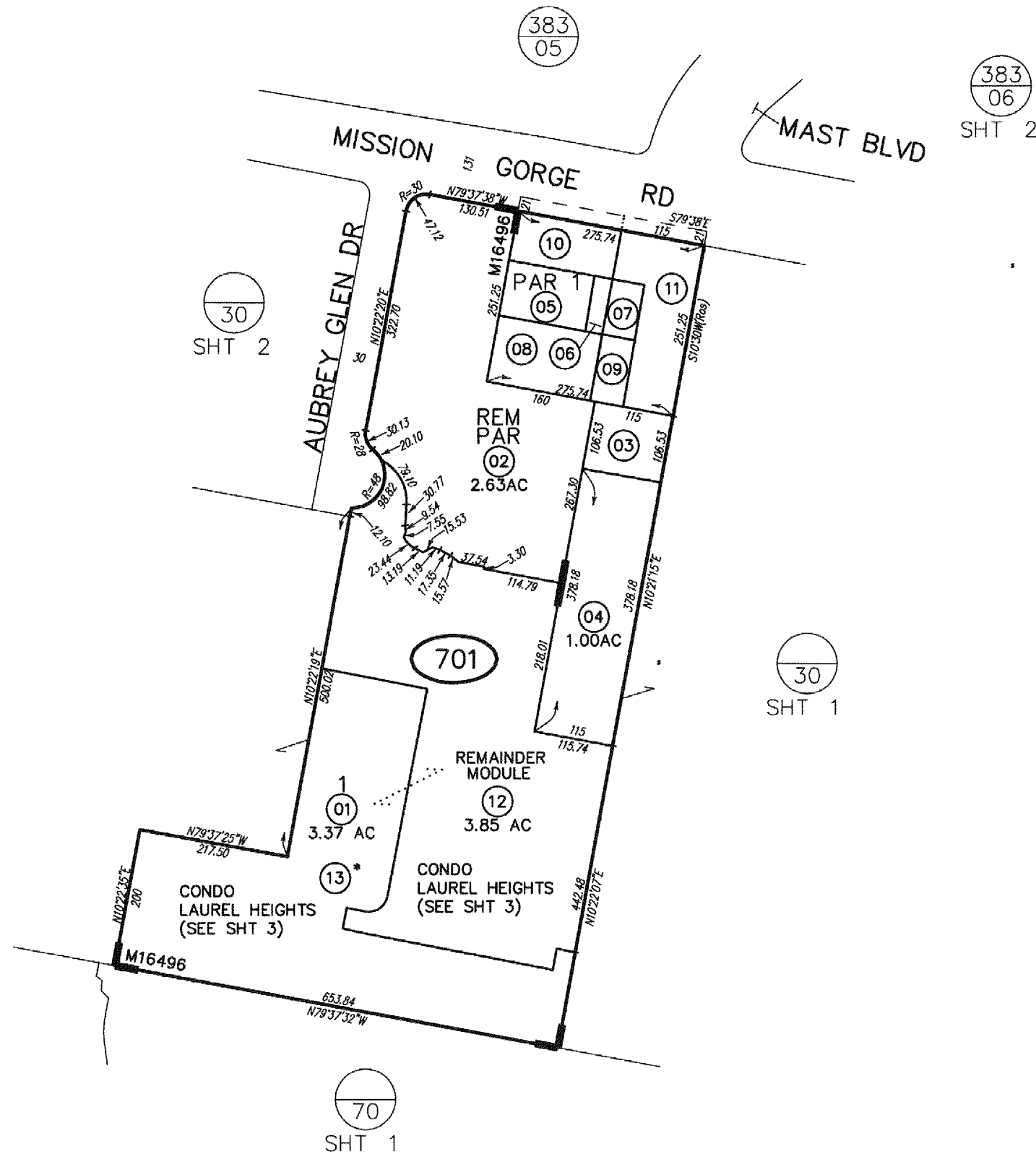
- OPEN SPACE:** Two areas are designated as "OPEN SPACE". One is 0.54 AC (lot 33) and the other is 0.91 AC (lot 18).
- BRITT PL:** A road or path runs through the center of the tract, labeled "BRITT PL".
- RANCHO FANITA DR:** A road or path runs along the right side of the tract, labeled "RANCHO FANITA DR".
- Sheet Divisions:** The map is divided into three sheets: SHT 1, SHT 2, and SHT 3. SHT 1 is on the left, SHT 2 is in the middle, and SHT 3 is on the right.
- Lot Numbers:** The lots are numbered 1 through 33. Lots 1 through 31 are arranged in a grid, with lot 32 being a large open space area.
- Area Calculations:** The map includes area calculations for various sections, such as "0.54 AC" and "0.91 AC".
- Bearings and Distances:** The map includes bearings (e.g., N10°22'28"E, N53°57'21"W) and distances (e.g., 113.40, 61.10, 38.70) for the boundaries of the lots and the overall tract.

$$\frac{383}{27}$$

MAP 15702 – CITY OF SANTEE TCT NO 2006-04 MISSION VIEW ESTATES



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.



MAP 16496 – CITY OF SANTEE TCT NO 2020-02  
MAP 688 – FANITA RHO REVISED – POR BLK F

SAN DIEGO COUNTY ASSESSOR'S MAP  
386-70  
SHT 2 OF 3  
1" = 200'  
02/17/2024 JGD

Drawn: 3/8/2023 By: DG From: 386-300

## CHANGES

[illegible]

LAUREL HEIGHTS  
LOT 1, MAP 16496

\* COMMON AREA

PHASE 1  
DOC 2022-0472018  
ASSESSMENT PAR NO  
386-701-01 SUB ID 01-10

PHASE 2  
DOC 2023-0003534  
2023-0080647  
ASSESSMENT PAR NO  
386-701-01 SUB ID 11-20

PHASE 4  
DOC 2023-0170920  
ASSESSMENT PAR NO  
386-701-01 SUB ID 21-32

PHASE 3  
DOC 2023-0160280  
ASSESSMENT PAR NO  
386-701-01 SUB ID 33-44

REMAINDER  
MODULE  
12  
3.85 AC

701

AUBREY GLEN DR

CONDOMINIUM



Santee, CA  
Order Number: 10904  
Thursday, October 24, 2024

Invoice #	Item Description	Quantity	Unit Price	Total Price
INV-00006993	ZVL-2024-0026	1	\$267.00	\$267.00
Item Total:				\$267.00
Convenience Fee:				\$1.87
Order Total:				\$268.87

Continue to site



Payment Confirmation - Santee, CA

1 message

noreply@mygovpay.com <noreply@mygovpay.com>  
To: luis@wellgreens.store

Wed, Oct 23, 2024 at 11:56 PM



Santee, CA

Payment Confirmation

Payment Date	Thursday, October 24, 2024			
Order Number	10904			
Line Items				
Invoice #	Item Description	Quantity	Unit Price	Total Price
INV-00006993	ZVL-2024-0026	1	\$267.00	\$267.00
Item Total		\$267.00		
Convenience Fee		\$1.87		
Order Total		\$268.87		

Thank you for your payment,

Santee, CA