#### **AGENDA**

# REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL TO BE HELD IN PERSON AND VIRTUALLY AT WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, APRIL 17, 2023, BEGINNING AT 6:00 P.M.

PLEASE NOTE: All guests and parties in attendance are asked to sign in if they will be making any comments during meetings, so that the City Clerk may properly record your name in the minutes. Public comments are limited to 3 minutes in length while matters from the floor are limited to 10 minutes. All in attendance are asked to silence all cell phones and other electronic devices. Accommodations are available upon request to those who require alternately formatted materials or auxiliary aids to ensure effective communication and access to City meetings or hearings. All request for accommodations should be made with as much advance notice as possible, typically at least 10 business days in advance by contacting City Clerk Lori Ann Clover at (989) 345-0500. [DISCLAIMER: Views or opinions expressed by City Council Members or employees during meetings are those of the individuals speaking and do not represent the views or opinions of the City Council or the City as a whole.] [NOTICE: Audio and/or video may be recorded at public meetings of the City Council.]

- I. Call to order
- II. Roll call
- III. Pledge of Allegiance
- IV. Scheduled Matters from the Floor A. County Update
- V. Public hearing
- VI. Additions to the agenda
- VII. Public comment on agenda items only (limited to 3 minutes)
- VIII. Bids A. Sole Source Bid Tax Assessor
- IX. Unfinished Business

#### X. New Business

- A. Bills
- B. STING Contribution
- C. Right of First Refusal
- D. Retail Marijuana License approval
- E. Special Event-Classy Chassis
- XI. Approval of the minutes and summary from the regular meeting held April 3, 2023 and the Work Session held April 10, 2023.
- XII. Consent Agenda
  - A. Treasurer's Report and Investment Summary
  - B. West Branch Police Department March 2023 Report
  - C. Minutes from the Ogemaw County Land Bank Authority held March 1, 2023
  - D. Minutes from the Planning Commission meeting held March 14, 2023.
- XIII. Communications

#### XIV Reports

- A. Mayor
- B. Council
- C. Manager
- XV. Public comment any topic

#### XVI. Adjournment

UPCOMING MEETINGS-EVENTS April 19 Airport Board 12:15 pm April 25 DDA 12:00 pm May 1 City Council 6:00 pm May 8-11 BS&A On-site Training May 9 Planning Commission May 15 City Council 6:00 pm May 17 Airport Board 12:15 pm May 23 DDA 12:00 pm

#### AGREEMENT

THIS AGREEMENT made this 1<sup>st</sup> day of July 2023, by and between CITY OF WEST BRANCH (hereinafter referred to as City) and MVW and ASSOCIATES, INC. (hereinafter referred to as ASSESSOR), whereby the parties hereto agree as follows.

#### **ARTICLE I**

**Section 1**. The Assessor shall comply with the provisions of the Michigan General Property Tax Act, as amended, pertaining to assessors and assessments.

Section 2. The Assessor shall use the Assessors Manual as a guideline when assessing.

<u>Section 3</u>. The Assessor shall consult with the county Equalization Director to establish a tax base so as to avoid the levy of a factor by the county Equalization Director or the State.

<u>Section 4</u>. The Assessor shall keep all records up to date and have them available for inspection at all times.

Section 5. The Assessor shall annually maintain land value rates and economic condition factors.

Section 6. The Assessor shall prepare all splits and combinations of property.

<u>Section 7</u>. The Assessor shall process all deeds for sales studies and make necessary changes on assessments records.

<u>Section 8</u>. The Assessor shall work appraisals on, and therefore assess new construction subject to ad valorem taxation within the City.

<u>Section 9</u>. The Assessor shall process all personal property statements and audits, if any, pertaining to same.

<u>Section 10</u>. The Assessor shall notify, by First Class Mail, all taxpayers whose assessment and or taxable value that has been increased over the previous year. This should be done at least (14) calendar days prior to the March Board of Review.

**Section 11**. The Assessor shall be required to devote the time necessary to perform the duties herein in a proper manner.

<u>Section 12</u>. The Assessor is not authorized to make any purchases or charge any expenditures to the City without prior approval of the City Manager or its representative.

**Section 13**. The Assessor shall share equal time with the City/Townships for all Board of Reviews that are covered under this agreement.

**Section 14**. The assessor shall attend all Tax Tribunal Hearings.

<u>Section 15</u>. In representing the City at Board of Review meetings, Tax Tribunal Hearings/Meetings, and other meetings with the citizens, the assessor shall act in a professional and polite manner at all times.

#### ARTICLE II DUTIES OF THE CITY OF WEST BRANCH

Section 17. The City shall compensate MVW and Associates, Inc. at a monthly rate of \$1,000.00 which shall be paid by the 1<sup>st</sup> Tuesday of each month.

**Section 18.** The City shall compensate the Assessor for the reappraisal of parcels, per cities request, rate of \$20.00 per residential property and \$27.00 per commercial/industrial property for completing the 20% yearly property inspection per state tax commission recommendation, which shall be paid monthly as billed by MVW and Associates, Inc.

**Section 19.** The City shall retain ownership of all the materials, files, and records pertaining to real and personal property assessments within the City.

**Section 20**. The City shall furnish all materials and supplies needed by the Assessor to perform his/her duties.

#### ARTICLE III CONTRACTOR

Section 21. It is the understanding of both parties that the Assessor shall be and independent contractor and, as such, shall be responsible for all taxes, withholdings, self-employment tax and, liability and any other bonds that maybe required in the performance of his/her duties.

#### ARTICLE IV TOTAL AGREEMENT

<u>Section 22</u>. It is the intent of the parties that the provisions of the Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sale source of employment, rights, or claims, which may be asserted by either party.

#### ARTICLE V DURATION

Section 19. This agreement shall remain in full force and effect until 12:01 am. June 30, 2024 and may be renewed annually if so agreed by both parties.

IT IS SO AGREED-

Х

James L. VanWormer Vice President, MVW & Associates, INC.



John Dantzer Manager, City of West Branch

#### Sole Source Vendor Exception Requests

#### 4/17/23

Pursuant to § 33.09 SOLE SOURCE VENDORS, "Supplies, materials, equipment and services may be purchased without formal bidding when the City Manager demonstrates in writing to the City Council that there is only one practical source for the supply, material, equipment or service."

In this instance, City Manager John Dantzer is requesting that the City Council forego formal bidding and approve the selection of "MVW & Associates" as the City Assessor for the City of West Branch and approve the "Assessor Agreement" submitted by MVW & Associates" for the 2023/2024 fiscal year, for the following reasons:

- There is only one practical source for the provision of Assessor services for the current fiscal year, due to the fact that the current City Assessor, Jim VanWormer of MVW & Associates, recently completed an entire reassessment of the City making him extremely qualified to deal with City property issues.
- The service provided by MVW & Associates has been excellent which was most recently evidenced by receiving a perfect score at the most recent assessing audit from the State.
- The last time two times formal bidding was conducted, MVW & Associates was the only bidder that submitted a bid.
- The contract submitted by MVW & Associates for the 2023/2024 fiscal year did not increase from the previous year.

Thank you.

City Manager John Dantzer

# Place Holder for

Bills

### **Strike Team Investigative Narcotics Group**



STING

2021 Fox Run – West Branch, MI 48661 – P 989.345.2304 – F 989.345.5666 – www.stingnarcotics.com

April 03, 2023

To All County, City, and Township Boards,

This letter is being mailed to you on behalf of the STING Executive Board regarding the funding for the Fiscal Year (2023). STING has been successful in obtaining Federal Byrne Grant money for continued support of the Team. The Byrne award was decreased to the funding level of \$56,800. The award amounts were lowered for everyone and is not a reflection of the hard work being done by STING. The award does not cover our expenses. Our 2022 budget had expenses exceeding \$70,000.00.

In these unprecedented times, we are persistently working to keep drugs out of your community. The team has a total of eight (8) sworn law enforcement members to the task force and we cover six counties. During the COVID-19 pandemic, my officers have continued to fight to keep drugs off our streets. We have seen a dramatic increase in the use and delivery of methamphetamine within our coverage area. The United States had a record number of overdoses this past year. We are doing our part to save lives. **This year our seizures for narcotics had a street value more than \$331,000.00 and we took 51 firearms off the streets**.

STING is respectfully asking for your contribution to provide continued support and commitment to keeping STING operational. This contribution funding assists in the operational needs of STING to be successful tackling the illegal drug sources in our communities while working cooperatively with our local law enforcement partners to provide the necessary investigative services and assistance.

I thank you for your continued support and if you would like any additional information or have any questions, please feel free to contact me by phone (989)345-2304 or at my email address listed below. We all want to live in a violence free, drug free community. Stay healthy and safe.

Kind regards,

Matthew Jordan

D/Lt. Matthew Jordan STING Unit Commander Jordanm6@michigan.gov

### Srike Team Investigative Narcotics Group STING

2021 Fox Run West Branch, MI 48661 P 989.345.2304 | F 989.345.5666 www.stingnarcotics.com



#### **INVOICE # 110**

Date: 04.03.23

#### **BILL TO:**

City of West Branch 121 N. 4th Street West Branch, MI 48661

DESCRIPTION	AMOU	NT
NARCOTICS LAW ENFORCEMENT SERVICES - FY 2023	\$	2,994.60
Subtotal	s	2,994.60

#### TOTAL COST

\$

2,994.60

Make all checks payable to STING Narcotics

If you have any questions concerning this invoice, please contact: D/Lt. Matthew Jordan STING Unit Commander Jordanmé@michigan.gov

#### THANK YOU FOR YOUR SUPPORT!

Strike Team Investigative Narcotics Group s.t.I.N.G.

# 2022 Annual Report



2021 Fox Run - West Branch, MI 48661 - P 989.345.2304 - F 989.345.5666 - www.stingnarcotics.com

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# PARTICIPATING AGENCIES

### 2022 Annual Report

- County of Crawford
- County of Oscoda
- County of Roscommon
- Michigan State Police

# **BOARD OF DIRECTORS**

### 2022 Annual Report

### **BOARD OFFICERS**

(Elected January 2022)

- Board Chair: Sheriff Ed Stern, Roscommon County
- Co-Chair: Chief Ken Walters, West Branch Police Department

### **BOARD VOTING MEMBERS**

- County of Crawford
- County of Oscoda
- County of Roscommon
- Michigan State Police

# BUSINESS CONDUCTED IN 2022 2022 Annual Report

#### **UNDERCOVER VEHICLE POLICY CHANGE**

Per the Attorney General's Office, all non-state employees are forbidden to drive a state-owned vehicle.

STING's officers at the time of the policy change are driving their departmental undercover vehicles not a state vehicle.

#### EQUITABLE SHARING AGREEMENT UPDATE

The Roscommon/STING Equitable Sharing account has been created as of the January 2022 Board meeting minutes.

#### **STAFFING UPDATES**

Per the May 12th board meeting minutes; D/Sgt. Veltman retired after 28 years with the Michigan State Police.

D/Sgt. Ray Rollet from MNET will be joining STING on June 13th.

STING will receive a new trooper position from the 7th district.

#### STAFFING UPDATES

Per the November 2<sup>nd</sup> board meeting minutes; Det. Jeanie Brown from the Crawford County Sheriff's Department; joined STING in September 2022.

During the 4<sup>th</sup> quarter; D/Tpr. David Duncan joined STING. He is from the Houghton Lake post.

In December STING gained Det. Adrian Anderson from the Oscoda County Sheriff's Department.

#### CASE NUMBERS - STG-21-22 & STG-22-22 - CRAWFORD COUNTY:

On 02-09-22 a quarter pound of methamphetamine was purchased from the suspect. Prior to this purchase, STING detectives, using a confidential source, conducted several controlled purchases, over a 3-month period, from this suspect who is a known drug dealer in the Grayling area.

Based on the controlled purchases, surveillance, tracker data, and pole camera surveillance, detectives served search warrants on two residences involved with the investigation. Total seized in the investigation was 179.10 Grams of Crystal Methamphetamine, 2.7 Grams of Heroin/Fentanyl and 24 Unknown pills. Detectives also seized 7 Long Guns and 2 Pistols.

The main suspect was lodged in the Crawford County Jail on several felony charges. The investigation continues as we try to identify downstate suppliers.

STING detectives were assisted by the Crawford County Sheriff's Department, Grayling City Police Department, HUNT, BAYANET, ATF, Third District Violent Crime Task Force, Third District and Seventh District TSU, 7th District ES Team, K-9#70 and K-9#32. The cooperation from all involved made this a successful investigation.

#### CASE NUMBER - STG-91-22 - OGEMAW COUNTY:

In August, STING developed a confidential informant and the CI stated he could purchase large amounts of Crystal Methamphetamine from a subject in Saginaw.

On 08.15.22, STING detectives, using the confidential informant, purchased 57 Grams of Crystal Methamphetamine from the suspect who agreed to drive to Standish from Saginaw.

On 08-17-22, STING detectives, using the same confidential informant, purchased 3.99 Ounces of Crystal Methamphetamine from the suspect and a friend of the suspect, who arrived in a rental vehicle.

Once the deal was completed, uniform troopers and detectives took both individuals into custody without incident. Detectives seized 225 Clonazepam Pills from the vehicle. The driver was lodged on felony PWID charges. STING was assisted by the ES Team and uniform personnel from the West Branch Post.

#### CASE NUMBER - STG-112-22 - IOSCO COUNTY:

On 10-06-22, A Search Warrant was executed in South Branch. Detectives seized 3 Grams of Cocaine, 57 Hydrocodone Pills, 30 Xanax Pills, and 100 Grams of Mushrooms. Also seized was a Rifle and \$1,607.00 in U.S. Currency.

The suspect, a convicted felon was lodged in custody.

#### CASE NUMBER - STG-117-22 - OGEMAW COUNTY:

In late September, troopers from the Michigan State Police, West Branch Post were able to obtain methamphetamine from suspects on a complaint and convince them to cooperate with STING.

Utilizing one of the suspects as a confidential source, STING was able to conduct two controlled purchases of methamphetamine from an Ogemaw County residence. Intelligence was developed on the residence which revealed security cameras, firearms, dogs, and multiple outbuildings converted to living quarters.

On 10-13-22 an early morning search warrant was conducted, and 24.6 Grams of Crystal Methamphetamine was seized along with evidence of sales, 5 long guns, 1 pistol, and \$1,831.00 in cash.

This case is another great example of the troops and drug teams working side by side. STING was assisted by MSP West Branch, the ES Team, and K9-32.

#### CASE NUMBER - STG-119-22 - OSCODA COUNTY:

A Search Warrant of a fifth wheel trailer was executed in Oscoda Township for meth sales. Detectives seized 5.4 Grams of Crystal Meth, 14.4 Grams of Ecstasy, 46.6 Grams of Fentanyl and 1 Dosage Unit of LSD.

2 subjects lodged in custody for PWID meth and fentanyl.

CASE NUMBER --- STG-124-22 -- KENT COUNTY: (Operation Beaver Dam)

A group trafficking large amounts of Crystal Methamphetamine and Fentanyl was identified out of Muskegon. It is believed this group supplies most of the Crystal Meth coming up the 131 corridor, to include Crawford, Roscommon, and the greater Traverse City area. STING undercover officers have been introduced to this group as prospecting bikers who are high level meth dealers.

To date (as of December 2022) almost 2 pounds of Crystal Methamphetamine and Fentanyl has been purchased and several additional targets have been identified.

The goal of this case is to shut down the 131 corridor to northern Michigan. STING is coordinating and working with several agencies including ATF, DEA, and other MSP concept teams. This investigation is on-going.





#### CASE NUMBER - STG-131-22 ROSCOMMON COUNTY:

After a Cocaine Purchase, a search warrant was executed at a residence in Houghton Lake. Detectives seized 2 Grams of Crystal Meth, Ammo, a Scale, and \$763.00 in U.S. Currency.

Six (6) suspects were detained, and One (1) suspect was lodged for PWID Cocaine and PWID Meth.

#### CASE NUMBER - STG-137-22 OGEMAW COUNTY:

STING Detectives working with the Ogemaw County Sheriff's Department executed a search warrant in West Branch for meth sales.

Seized at the residence was 1.9 Grams of Crystal Methamphetamine, 28 Unknown Pills, 2.6 Grams Heroin, a scale and \$380.00 U.S. Currency.

Two (2) suspects were lodged – one on a fresh felony warrant from Ogemaw County. A two-year-old child was in the residence. CPS was notified and conducted an emergency child removal where the child was relocated with relatives.

# DRUGS SEIZED FY 2022 2022 Annual Report

DRUGS SEIZED	UNIT	QUANTITY	VALUE
ALPRAZOLAM - XANAX	26	DOSAGE UNITS	\$ 52.00
AMPHETAMINE - ADDERALL	1	DOSAGE UNITS	15.00
BUPRENORPHINE - SUBOXONE	107	DOSAGE UNITS	1,605.00
CARISOPRODOL - SOMA	1	DOSAGE UNITS	5.00
CLONAZEPAM - KLONOPIN	225	DOSAGE UNITS	450.00
COCAINE	45.4	GRAMS	5,448.00
CRACK COCAINE	13.8	GRAMS	1,656.00
CRYSTAL METHAMPHETAMINE	1	DOSAGE UNITS	15.00
CRYSTAL METHAMPHETAMINE	2178.09	GRAMS	152,466.30
ECSTASY	15.7	GRAMS	31.40
FENTANYL	2	DOSAGE UNITS	40.00
FENTANYL	325.8	GRAMS	32,580.00
HEROIN	57.6	GRAMS	5,760.00
HEROIN + FENTANYL	1225.62	GRAMS	122,562.00
HYDROCODONE	116	DOSAGE UNITS	1,740.00
LSD	1	DOSAGE UNITS	3.00
MORPHINE	53	DOSAGE UNITS	795.00
OTHER DRUG	31	DOSAGE UNITS	31.00
PERCOCET	26	DOSAGE UNITS	390.00
OXYCODONE	3	DOSAGE UNITS	90.00
PSILOCYBIN	<b>99.</b> 6	GRAMS	5,976.00
UNKNOWN	91	DOSAGE UNITS	91.00
UNKNOWN	27.3	GRAMS	

TOTAL MONETARY VALUE OF DRUGS SEIZED FOR 2022:

\$ 331,801.70

# STING ACTIVITIES FY 2022 2022 Annual Report

#### **New Cases**

STING documented 149 new cases during 2022.

#### Search Warrants

During 2022 STING conducted 28 search warrants and 1 consent search.

- 11 Hard Entry Search Warrants
- 14 Soft Entry Search Warrants
- 1 Cell Phone Download
- 2 GPS Tracker Search Warrants

#### **Firearms Confiscated**

A total of 51 firearms were seized during 2022, which included 17 Pistols and 34 Long guns.

#### Arrest Details

STING made 66 arrests during 2022. Most of the arrests occurred in Roscommon, Crawford, and Iosco Counties. There were 160 counts related to the 2022 arrests.

Saginaw County: 1 Arrest with 1 Count



**ARRESTS & COUNTS BY COUNTY** 

#### Arenac County: 4 Arrests with 6 Counts



#### Crawford County: 14 Arrests with 49 Counts



#### losco County: 19 Arrests with 34 Counts



#### Ogemaw County: 6 Arrests with 7 Counts



Oscoda County: 1 Arrest in MIO with 2 Counts



#### Roscommon County: 21 Arrests with 60 Counts



# STING FINANCIALS FY 2022 2022 Annual Report

2022 FINANCIAL SN/	APSHOT	
Office Expenses	\$	68,044.70
Payroll Expenses	\$	6,292.40
TOTAL EXPENSES	\$	74,337.10
TOTAL INCOME	٢\$	116,502.55
Net Income for Quarter	\$	42,165.45
Received from Rest	tution	
Arenac County	\$	13.70
Crawford County		595.50
Iosco County		1,961.57
Ogemaw County		529.25
Oscoda County		20.00
Roscommon County		314.88
Total - Restitution Received	\$	3,434,66

FORFEITURES/SEIZURES					
ТҮРЕ	# SEIZED (ITTEMS)	# FORFEITED (ITEMS)		VALUE	
AMMUNITION	6	6	\$	154.00	
CELL PHONES	5	5		450.00	
COMPUTER HARDWARE/SOFTWARE	3	3		250.00	
DRUG/NARCOTIC PARAPERHNALIA (SCALES, GRINDERS)	5	5		101.00	
FIREARM ACCESSORIES (GUN PARTS, MAGAZINES, AMMO CA	18	18		902.00	
PISTOLS	17	7		1,054.00	
RIFLES	26	17		2,607.00	
SHOTGUNS	8	4		700.00	
U.S. CURRENCY	17	17		15,471.00	
VEHICLES	2	2		4,000.00	
TOTALS	88	65	\$	25,689.00	

NOTE: Most of the forfeitures listed in this spreadsheet are still pending court and have not been adjudicated to STING.

### **Strike Team Investigative Narcotics Group** S.T.I.N.G.

### MISSION STATEMENT

1. To suppress the importation, manufacture, and distribution of illegal drugs in the state of Michigan. (Specifically, Arenac, losco, Ogemaw, Oscoda, Roscommon, and Crawford Counties)

2. To suppress the illegal diversion of legal drugs.

3.To detect, investigate. arrest, and prosecute those persons responsible for the illegal distribution of controlled substances.

4. To assist or provide specialized services for those agencies or jurisdictions that do not possess the expertise or resources to combat drug distribution and assist with other high-profile crimes within their geographical areas.

Seize illegal contraband. funds and vehicles involved in controlled substance transactions.

6. To gather and pass on to proper authorities' information relating to other crimes.

7. To identify the trends in drug abuse and distribution.

### **Contact Us**

#### D/Lt. Matthew Jordan Unit Commander 2021 Fox Run West Branch, MI 48661 Office: 989-345-2035

Mobile: 989-745-2035

Email:Jordanm6@michigan.gov



S.T.I.N.G. is a multi-agency cooperative entity that allows for the pooling of resources and works closely with our law enforcement partners to take narcotics and violent offenders off the streets.

#### Services Include:

•Undercover investigation and disruption of drug traffickers in the community Fugitive apprehension for local partners

Undercover investigation and disruption of firearms traffickers

 Undercover investigation and disruption of human trafficking, exploitation, and prostitution in the community (Area Hotels / Motels)

Investigation of, or Investigative support for Major Case / Conspiracy Crimes:

- Violent crimes/Community response
- Murder for hire
- Conspiracy fraud
- Counterfeiting
- Public corruption
- Money laundering
- Illegal gaming
- Auto theft
- B&E rings
- Surveillance

 Parole/Probation Sweeps to ensure compliance of those living in your community

General Investigative Support and Assistance

 Undercover and protective intelligence teams for major community events, demonstrations, and protests

 Technical support/force multiplier assets available to local partners to include pole cameras, trackers, surveillance van, raid van, density meter, TruNarc, command center with smartboard, meeting facilities

- Methamphetamine and Level A (Fentanyl) response and clean-up
- •Specialized knowledge and skill in undercover operations and investigations
- •Ability to deploy/response to critical incidents in local communities with up to
- 10 detectives on short notice. This includes direct access to all other MSP resources (Aviation, Lab, Cyber, Dive team, Canine, Scene reconstructionist)
- Temporary secure storage facilities (Pods/impound lot)

•Unique training opportunity to gain experience and training for assigned officers from the local partners in the latest investigative and policing techniques at no additional cost to their department

 Drug programs and awareness programs for participating agencies and their communities

 Centralized location for community members to contact personnel with expert knowledge to answer drug related questions and field drug trafficking tips.

Total Dept 301,000 🔤 POLICE DEPARTMENT	Expenditures Dept 301.000 - POLICE DEPARTMENT 101-301.000-702.700 PROMOTION/BONUS 101-301.000-705.700 CHIEF OF POLICE 101-301.000-705.700 CIERTINE 101-301.000-716.700 SICK LEAVE PAYOUT 101-301.000-714.700 MANDATORY POLICARE 101-301.000-714.700 MANDATORY MEDICARE 101-301.000-714.700 MANDATORY MEDICARE 101-301.000-718.700 EMP. HEALTH OPTION 101-301.000-718.700 HEALTH INSURANCE PREMIUM 101-301.000-718.700 MERS RETIREMENT (EMPLOYER) 101-301.000-718.700 MERS RETIREMENT (EMPLOYER) 101-301.000-720.700 WORKERS COMPENSATION PREMIUM 101-301.000-721.700 UNEMPLOYER DEFERED COMP. 101-301.000-724.700 UNEMPLOYMENT INS. BENEFIT 101-301.000-853.700 CONTRACTUAL SERVICES 101-301.000-853.700 CONTRACTUAL SERVICES 101-301.000-955.700 DATA PROCESSING 101-301.000-955.700 DATA PROCESSING 101-301.000-956.707 FORFENTER ENSES 101-301.000-956.707 FORFENTER EXPENSE 101-301.000-956.707 FORFENTURE EXPENSE 101-301.000-956.707 FORFENTURE EXPENSE 101-301.000-956.707 FORFENTURE EXPENSE 101-301.000-956.707 FORFENTURE EXPENSE 101-301.000-956.707 EXPENSES 101-301.000-956.707 FORFENTURE EXPENSE 101-301.000-956.707 EXPENSES 101-301.000-956.707 FORFENTURE EXPENSE 101-301.000-956.707 FORFENTURE EXPENSE 101-301.000-956.707 EDUCATION AND TRAINING LOCAL 101-301.000-957.701 EDUCATION SO2 101-301.000-957.701 EDUCATION SO2	TOTAL REVENUES	Total Dept 301.000 $\equiv$ POLICE DEPARTMENT	Fund 101 Revenues Dept 301.000 - POLICE DEPARTMENT 101-301.000-528.000 CTHER FEDERAL GRANTS 101-301.000-658.400 IN-SERVICE TRAINING 101-301.000-654.400 GRANT 101-301.000-654.400 TRAFFIC BUREAU 101-301.000-655.400 ACCIDENT REPORTS 101-301.000-656.400 DISTRICT COURT FINES 101-301.000-655.400 NSF FEES 101-301.000-655.400 NSF FEES 101-301.000-655.400 MISCELLANEOUS 101-301.000-655.401 MISC. ED. & TRAINING 302 101-301.000-655.407 FORFEITURE FUNDS 101-301.000-655.405 THER GOV'T UNITS	User: JOHN DB: Westbranch City GL NUMBER DESCRIPTION	~
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488,139.61	$\begin{array}{c} 216, 325.00\\ 216, 932.83\\ 52, 584.05\\ 0.00\\ 7, 531.70\\ 4, 032.78\\ 42, 525.75\\ 42, 525.75\\ 79, 711.88\\ 5, 980.59\\ 2, 615.04\\ 7, 388.09\\ 2, 615.04\\ 7, 388.09\\ 2, 615.04\\ 7, 388.09\\ 1, 765.01\\ 3, 234.37\\ 1, 768.58\\ 6, 000\\ 5, 565.18\\ 3, 992.92\\ 7, 500.00\\ 12, 871.98\\ 1, 726.98\\ 1, $	84,575.82	84,575.82	29,213.40 305.60 1,301.50 2,239.00 11,540.00 11,540.00 1,360.72 500.00 24.00 196.10 0.00 0.00 37,500.00	<pre>'30/2023 ated: 83.29</pre>	.WEST
25,680.93	$\begin{array}{c} 11,554.40\\ 2,676.82\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 207.81\\ 888.55\\ (676.54)\\ 0.00\\ 207.81\\ 888.55\\ (676.54)\\ 0.00\\ 325.08\\ 0.00\\ 384.40\\ 0.00\\ $	511.00	511.00	29,213.40 0.00 (29,213.40) 500.00 11.00 0.00 0.00 0.00 0.00 0.00 0	ACTIVITY FOR MONTH 04/30/23 INCR (DECR)	BRANCH
150,476.39	$\begin{array}{c} 0.00\\ 96,067.17\\ 16,815.95\\ 0.00\\ 2,968.30\\ 1,550.22\\ 6,465.22\\ 6,465.22\\ 6,923.25\\ 2,222.70\\ 2,88.12\\ 1,519.41\\ 1,711.91\\ 39.99\\ 1,765.63\\ 1,711.91\\ 39.99\\ 1,765.63\\ 1,711.91\\ 39.99\\ 1,765.63\\ 1,861.42\\ 425.00\\ 434.82\\ 1,007.08\\ 2,000.00\\ 598.02\\ 1,588.51\\ 1$	49,361.18	49,361.18	12,453.60 12,453.60 8,518.50 (2,239.00) 10,460.00 (45.50) 1,139.28 (500.00) (196.10) 0.00 19,600.00	AVAILABLE BALANCE NORM (ABNORM)	
76.44	100.00 69.31 75.77 0.00 71.73 72.23 72.73 86.00 79.65 79.74 79.74 81.12 99.68 79.74 81.12 99.68 79.74 81.72 99.68 79.74 79.74 79.74 79.74 79.74 61.36 92.75 95.56 95.56 99.77 100.00	63.15	63.15	70.11 61.12 13.25 100.00 52.45 113.00 54.43 100.00 100.00 100.00 65.67	% BDGT USED	Page:
507,457.69	226,154.50 66,341.25 66,141.25 11,376.25 1,000.00 4,467.84 4,467.84 4,262.68 6,107.95 2,718.34 1,758.51 2,222.89 3,749.57 5,088.35 5,088.35 4,743.01 1,043.01 1,043.01 1,043.01 5,282.90 5,282.90 0.00	42,190.60	42,190.60	22,321.38 22,321.38 22,321.38 12,852.40 2,167.43 2,167.43 0.00 3,864.61 0.00 0.00 0.00 0.00	END BALANCE 06/30/2022 NORM (ABNORM)	1/2

BY: childressm

#### FORFEITURE LIST FOR OGEMAW COUNTY For 2022 Forfeitures of 2020 and prior taxes All Records Fees Computed As Of: 04/11/2023

Page: 5/5

DB: Ogemaw

TAX INTEREST/FEES TOTAL PARCEL DUE DUE DUE TAX YEARS DELINQUENT 22 052-108-006-00\* 4,413.96 913.21 5,327.17 2022 2021 2020 CWB-A 06-8 MCL 211.27 (2) \$2510 ORIGINAL PLAT OF VILLAGE (NOW CITY) OF WEST BRANCH LOT 6, BLOCK B. Property Address: 134 S SECOND STREET Owner: 134 S 2ND ST WEST BRANCH MI 48661-1432 Taxpayer: -----\_\_\_\_ 

#### Sec 78m

(1) Not later than the first Tuesday in July immediately succeeding the entry of judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit, this state may exercise the right of first refusal to purchase foreclosed property at the greater of the minimum bid or its fair market value by paying that amount to the foreclosing governmental unit if the foreclosing governmental unit is not this state. If this state elects not to purchase the property under its right of first refusal and 1 or more claimants have filed a claim for remaining proceeds from the foreclosed property under section 78t(2), a city, village, township, or city authority may purchase foreclosed property located within that city, village, township, or area of the city authority included in the judgment and subject to sale under this section by paying the foreclosing governmental unit the greater of the minimum bid or the fair market value of the property. If this state elects not to purchase the property under its right of first refusal and no claimant has filed a claim for remaining proceeds from the foreclosed property under section 78t(2), a city, village, township, or city authority may purchase the foreclosed property by paying the foreclosing governmental unit the minimum bid. If a city, village, township, or city authority does not purchase that property and 1 or more claimants have filed a claim for remaining proceeds from the foreclosed property under section 78t(2), the county in which that property is located may purchase that property under this section by paying the foreclosing governmental unit the greater of the minimum bid or the fair market value of the property. If a city, village, township, or city authority does not purchase that property and no claimant has filed a claim for remaining proceeds from the foreclosed property under section 78t(2), the county in which the property is located may purchase that property under this section by paying the foreclosing governmental unit the minimum bid. If a city, village, township, city authority, or county does not purchase that property, 1 or more claimants have filed a claim for remaining proceeds from the foreclosed property under section 78t(2), and the property is within the area of a county authority, the county authority may purchase the property under this section by paying the foreclosing governmental unit the greater of the minimum bid or the fair market value of the property. If a city, village, township, city authority, or county does not purchase that property and no claimant has filed a claim for remaining proceeds from the foreclosed property under section 78t(2), the county authority in which the property is located may purchase that property under this section by paying the foreclosing governmental unit the minimum bid. If property is purchased by a city, village, township, city authority, county, or county authority under this subsection, the foreclosing governmental unit shall convey the property to the purchasing city, village, township, city authority, county, or county authority within 30 days.

(2) Subject to subsection (1), beginning on the third Tuesday in July immediately succeeding the entry of the judgment under section 78k vesting absolute title to tax delinquent property in the foreclosing governmental unit and ending on the immediately succeeding first Tuesday in November, the foreclosing governmental unit, or its authorized agent, at the option of the foreclosing governmental unit, shall hold 1 or more property sales at 1 or more convenient locations at which property foreclosed by a judgment entered under section 78k will be sold by auction sale, which may include an auction sale conducted via an internet website. Notice of the time and location of a sale must be published not less than 30 days before a sale in a notice publication circulated in the county in which the property is located, if there is one. If no notice publication is circulated in that county, publication must be made in a notice publication governmental unit. Except as provided in this subsection and subsection (5), property must be sold to the person bidding the minimum bid, or if a bid is greater than the minimum bid, the highest amount above the minimum bid. The foreclosing governmental unit may sell properties individually or may offer 2 or more properties for sale as a group.



City of West Branch Application for Marihuana Facilities License (CITY OF WEST BRANCH ORDINANCE 22-02)

New

Renewal (shall be filed at least 90 days prior to the date of license expiration)

Amendment

Transfer of Fully Licensed Existing Establishment

**Applicant Contact Information** 

RICHARD C WING ( WING PROPERTIES LLC.) OWNER (First, Middle, Last Name of Contact for this Application) (Title) RWINGIO HOTMAIL. COM 614-600-0723 (Email address) (Phone) 1785 W Doyle TAAIL ROSCOMMON MI 48653 (Mailing address) (City) (State/Zip)

Description of the individual's role in this application:

Rick WING IS THE Sole OWNER of WING PROPERTIES LLC AND IS Also A CO-DWORL OF Houghton Lake Provisioning Center LLC/ 3 + R GAOWEI'S LLC.

#### **Type of Permit Requested**

Check only one - a separate permit application must be completed for each permit type.

	Medical M:	arihuana Provis	ioning Center				
X	Adult Use N	Marihuana Reta	iler				
	Grower	Class A	Class B	Class C		# of growe	er licenses
	Processor					_	
	Secure Tra	nsporter					
	Safety Com	pliance Facility					
Facility	Location						
(Busine	<u>6</u> PA	- ParTies	LLC	DBA	T 131	9	n falansi ayyy i yan ana ay ya ka a
10 (Physic	9 A	Plaza	Sr (C	West E	BNANCH	ML (State/Zip)	48661
							Mail. Com
<b>Facility</b>	/License O	wner					
R	UING	Pro Pertie	LLC	Ric	HAND	c W	1.06
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(Federa		2-264 ification Numb		ny ny managamatana ay managana ana ana ana ana ana ana ana ana			an fra far far an
(Physica	09 A I Address)	PIAZA	<u>کم.</u> (C	ity)	BAGNE	H MI (State/Zip)	48661
		0723	(Fax)	n	e .		MIL-COM
Self -	Individual	Owner	Co	rporation*			
HLLC.	ł		Territoria.	rtnership*			

\*For anything other than "Self," attached a separate sheet listing all information for directors, officers, members, partners, and individuals.

(Name)		
(Mailing Address)	(City)	(State/Zip)
(Phone)	(Fax)	(Email)
If Yes, how many?	ousiness managers? Yes	No
Property Owner	isting contact information for all oth	
(Name)	Richard C Win6	( WING Property
(Mailing Address)		
(comments i rouross)	(City)	(State/Zip)
(Phone)	(Fax)	(Email)
(Phone) Each person named on th Michigan law, must fill ou		(Email)
(Phone) Each person named on th	(Fax)	(Email)
(Phone) Each person named on th Michigan law, must fill ou	(Fax)	(Email)
(Phone) Each person named on th Michigan law, must fill ou (Name) (Mailing Address)	(Fax) he application, including any true t the following questions. Please du	(Email) party of interest as defined by plicate this as needed (pages 3-4). (State/Zip)
(Phone) Each person named on th Michigan law, must fill ou (Name) (Mailing Address) (Phone) Please list all residential address).	(Fax) he application, including any true t the following questions. Please du (City)	(Email) party of interest as defined by plicate this as needed (pages 3-4). (State/Zip) (Email) icate timeframe you resided at

Description of individual's role in this application:

Filled out By Richard C Wind OWNER Have you had building/code violations or delinquent taxes/utility bills? Yes 🔀 No Have you ever violated, been accused by a municipality of violating, or been convicted of violating an ordinance similar to the city's ordinances regulating marihuana facilities? If yes, provide detailed information here: Yes No. Have you ever applied for or been granted any commercial license or certificate issued by any governmental agency concerning marihuana that has been denied, restricted, suspended, revoked or not renewed? Yes VINO If yes, please attach a statement describing the facts and circumstances describing the application, denial, restriction, revocation, or nonrenewal, including the licensing authority, the date each action was taken and the reason for each action. Do you have any interest in any other application for a permit or approved permit under City's ordinances? If yes, provide relevant information here: Yes **K**No

Do you have any interest in any other marihuana facility in Michigan?

If yes, provide relevant information here:	Yes	No No
Houghton Lake Provisioning	cente	n LLC
JYR GADWIN'S LLC.		

Indicate any businesses you have owned, your occupation, and employer for the 5 years including and immediately preceding this application: (attach additional pages if necessary)

Houghton hake Provisioning Center J V R Grower's West BRANCH PROVISIONING CENTER

#### Attachments

Please attach the following and clearly label each required attachment.

- X Attachment A: Application fee and ID. Submit \$1,500 for all new and renewal applications. Please make check payable to "City of West Branch." Present a suitable form of identification along with the fee.
- Attachment B: Ownership or Authorization to use Property. Proof of ownership or authorization to use the property for a marihuana facility. If the applicant is not the owner of the proposed licensed premises:
  - 1. A notarized statement from the owner of such property authorizing the use of the property for a maribuana facility, if the applicant is not the owner of the proposed licensed premises
  - 2. A copy of any deed reflecting the applicant's ownership of, or lease reflecting the right of the applicant to possess, or an option reflecting the applicant's right to purchase or lease, the proposed licensed premises.

Please note that the City of West Branch Zoning Ordinance requires marihuana facilities and establishments to be a distance of at least 300 feet to any building used for education, child care, or addiction treatment purposes or a park. This measurement shall be the distance from any building in which the facility or establishment is operating and an eligible building on another lot or to the lot line of a park.

Attachment C: Prequalification. Proof of prequalification by the State of Michigan for a marihuana facility state license including a copy of the application form submitted to LARA for prequalification (attachments are not required).

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

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

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

Attachment E: Business Plan. Please include the following:

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

- 3. Detailed description of plan for 24/7 video surveillance inside and outside of facility. Plan shall include a security system that alerts owner of possible tampering with facility/contents.
- 4. Detailed description of plan for secure storage of marihuana and proceeds.
- 5. Detailed description of plan for record keeping and inventory management.
- 6. Provide copies of material safety data sheets for hazardous materials and the plan for storage and disposal (or a sworn attestation that no hazardous materials will be on the premises at any time).
- Attachment G: Economic Impact. Please include the following:
  - 1. Description of employee hourly wages which shall be at least 200% of the Federal Poverty Level for a family of two, at its hourly basis for all employees.
  - 2. Description of employee benefit package.

Attachment H: Plans for Planning Commission Review. Please include the following:

- 1. Site Plan (for Special Land Use approval by the Planning Commission). Site plan shall contain all items listed in Section 5.5 (Site Plan Data Required) and Section 6.2 (Special Use Applications) from City of West Branch Zoning Ordinance in addition to the following:
  - Site Plan should show public, private, and secured areas.
  - For growers, the site plan must also show secured areas and any type of outdoor storage.
- 2. Other Plans:
  - a. Growers shall provide the following (if applicable):
    - (1) Cultivation Plan
    - (2) Wastewater Plan & Disposal Plan
    - (3) Mold/Mildew/Pest Control Plan
    - (4) Air Quality Plan
    - (5) Mechanical Plan
    - (6) Electrical Plan (as prepared by a licensed electrician and a certification that the premises are equipped to safely accept and utilize the required or anticipated electric load for the facility)
  - b. <u>Processors</u> shall provide the following (if applicable):
    - (1) A detailed description of products to be produced including
    - (2) Plant Waste Disposal Plan

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

I, the undersigned, have the authority to sign this application on behalf of  $\omega \omega_3 P_{A}P_{A}T_{es}$  ("the Facility or Company"). I have read all of the above answers, including all sheets and information provided in connection with this application and they are true and correct. The Facility agrees to comply with all terms and conditions of a permit as it may be issued. Finally, I understand that the Facility has a continuing duty to provide the City of West Branch with current information and will notify the City Clerk in writing of any changes to the Facility's mailing address, phone numbers, electronic mail address or other contact information as well as changes to any other information the applicant has provided to the City of West Branch may be required from time to time to release records in its possession. The applicant hereby gives permission to the City of West Branch to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Signature: Dullewy	Date: 3-3-23
Printed Name: RICHAND C WING	Title: Owner
Business: wing ProPerTies LLC Submit application to:	

West Branch City Clerk 121 N. Fourth St. West Branch, MI 48661 Phone: (989) 345-0500 Fax: (989) 345-4390 clerk@westbranch.com

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

- 1. Signed application form
- 2. Attachment A (Application Fee and Identification)
- 3. Attachment B (Ownership or Authorization to use Property)
- 4. Attachment C (Prequalification)
- 5. Attachment D (Qualifications of Applicant) RETAILERS/PROVISIONING CENTERS ONLY
- 6. Attachment E (Business Plan) RETAILERS/PROVISIONING CENTERS ONLY
- 7. Attachment F (Security Plan) RETAILERS/PROVISIONING CENTERS ONLY
- 8. Attachment G (Economic Impact) RETAILERS/PROVISIONING CENTERS ONLY
- 9. Attachment H (Plans)

#### **Checklist for License**

After application has been approved, the following shall be submitted to the City Clerk prior to the issuance of a Marihuana Facilities License:

- 1. Licensing Fee. A licensing fee of \$5,000 shall be paid. Applicant will be credited \$1,500 which was paid at the time of application, so final payment is equal to \$3,500.
- 2. Proof of Insurance. A licensee shall at all times maintain full force and effect for duration of the license, workers compensation as required by State law, and general liability insurance with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit issued from a company licensed to do business in Michigan having an AM Best rating of at least A-. The policy shall name the City of West Branch and its officials and employees as additional insureds to the limits required by this Section. A licensee or its insurance broker shall notify the city of any cancellation or reduction in coverage within seven (7) days of receipt of insurer's notification to that effect. The licensee, permittee, or lessee shall forthwith obtain and submit proof of substitute insurance to the City Clerk within five (5) business days in the event of expiration or cancellation
- 3. Certificate of Occupancy. A Certificate of Occupancy issued by the Ogemaw County Building Department.
- 4. State License. A copy of Marihuana licensed issue issued by the State of Michigan Department of Licensing and Regulatory Affairs.
- 5. Other. Any other information that the City Clerk, law enforcement. Fire Chief, Public Works Supervisor, Zoning Administrator, City Manager, and/or City Attorney or their designees reasonably determines to be necessary in connection with the investigation and review of the application.

Marihuana Facilities License

# **Attachment A**

## **Application Fee and ID**

Check submitted to "City of West Branch"

ID for Owner below



Marihuana Facilities License

# Attachment B

## **Ownership or Authorization to use Property**

1) Authorization to use property 109 Plaza Drive Suite A (CareLinc), West Branch, MI, 48661

ADD SCREENSHOT OF SPECIAL USE PERMIT LETTER

ADD SCREENSHOT OF SPECIAL USE PERMIT LETTER

ADD SCREENSHOT OF SPECIAL USE PERMIT LETTER

March 28 , 2023

RE: Special Use Permit/Marijuana Retail License

109 Plaza Drive West Branch MI 48661 Tax ID# 65-052-629-004-10

I, Robert Hobohm, owner of above stated property, hereby give Rick Wing permission to apply for a Special Use Permit and Marijuana Retail License.

Dated: 3-28-2023

Signed in the Presence of:

form?

Robert Hobohm

State of Michigan County of Milland



The foregoing instrument was acknowledged before me this day of March, 2023 by Robert Hobohm.

NEUC \_\_\_\_, Notary Public Milland County, Michigan My Commission Expires: || 3| 28

Drafted By: Robert Hobohm 2214 Eastman Avenue Midland MI 48640

# 2) Signed Sales Contract for the proposed licensed premises

Sales Contract

下公会組入し	Iling REALTOR®: EALTOR®: Young Definent License A: 6505041 Sting Office: MORRISCR Sting REALTOR®: Assess Sting REALTOR®: Assess Sting REALTOR®: Assess	NCHARDSON REAL EST 223 ICHARDSON REAL EST 23 CHARDSON REAL EST 23 2402110062	phone a	320)	
<b>ji</b> .	Parking Lat	"I ION Buyer agrees to bay ir West Scanch	Ggettodit	109 & 111 Plaza Drive, plus Plaza County, Michigan, and legally described	
	Parcel ar Tax ID Number: <u>65-052-629-004-10_65-052-629-004-05</u>				
	The property includes all buildings; all fixtures; all gas, oil and mineral rights owned by Sziler, built-in appliances; lighting fixtures; phonoling fixtures; water softener (unless rented); heating fixtures; electrical fixtures; radio and television antennas and any mechanical controls; shades; swnings; shutters; window blinds; curtain and drapery rods; attached floor coverings; attached fireplace dones and screens; garage door opener and controls; screens, storm windows and duors; landscaping, fences, and mailloaces, if any; and, as is has does not include: <u>Intentery and personal comparity of the renter</u> .				
	(The property is nurchast	ed subject to zoning ordinance	is and to use restrictions and cases	ments of record.)	
2.	METHOD OF PAYME		by cash, certified check, cashers	check, or money order. The sale will be	
	<ul> <li>completed by the following resided.</li> <li>(1) CASH: Bayer will pay the sales price in cash upon Seller's delivery of a warranty dead conveying marketable title.</li> <li>(2) NEW MORTGIAGE: This agreement is contingent on the Bayer's ability to obtain u(u) mortgage from in the amount of S Bayer will apply for the lean within days after Seller's acceptance. If Bayer fails to deliver to Seller addence of the losa approval before, Seller may cancel this agreement. The sale will be completed upon Seller's delivery of a warranty deed conveying marketable title.</li> </ul>				
	( ) SELLER CONTRA escrows, prepaids an in LAND CONTRAC	IBUTIONS: Selier shell pay a al'or loan discount points or d I : Buyer will pay <u>\$ 50,009.4</u> e Buyer will pay monthly inst	ap to own payment. 20 down payment upon Buyer	towards Buyer's closing costs, and Seller signing a land contract, of \$3,000.600r more, including annual	
	Buyer will pay the c () MORTGAGE ASSI agrees, Buyer will as difference between 1	ntire balanco, which may required LIMPTION OR LAND CONT source and pay the existing me he sales price and the existing	sturge or land contract according	older of the mongage or iand contract to its terms. Buyer will pay the upon Seller's delivery of a warranty	
4.	TITLE INSURANCE S exceptions in the amount has waived all other cont provide the Seller with a	Seller shall provide to Huyer, a of the sales price. Sellet will singencies contained in this ag witten posice of any objections	t Seller's expense, an owner's po- apply for a commitment for title reement. Upon receipt of the con a Seller will then have 30 days af	livy of title insurance with standard insurance within I days after the Buyer multment, Buyer shall have I days to ter receiving written notice to remedy the s shall terminate, and any deposit shall be	
	(D) Seller shall provide POLICY, written by First	a American Title Insurance Co	, an owner's policy of title insura empeoy, or a policy of comparabl	nce, it shall be an EAGLE PROTECTION is coverage. Policy to be provided in the	
		of title insurance with standar	d exceptions, in the amount of the	e sales price, shall be provided to the	
5.	buyer, at seller's expense SURVEY/SITE INVES drain comments, rights o on an attached addendur	TIGATION All matters rolat if way, etc., are the sole respon	ed to hut not limited to zoning, se scibility of Buyer unless specified	il borngs, matters of survey, use permits, in other provisions of this agroument, or	
lni Re	tinis Q. U. Anitists v; 06/06/2018	ę	age i of S	Initial Initials	

- PROPERTY INSURANCE Setter shall be responsible for fire and extended coverage insurance on the property until sale is closed.
- 7. CLOSING COSTS Unless otherwise provided in this agreement, it is agreed that Seller shall pay all state and county transfer taxes and costs required to convey clear title. Unless otherwise provided in this agreement, Buyer shall pay the cost of recording the deed and/or security interest and all mortgage closing costs required by lender for the Buyer. When the sale is either Cash, Land Contract, or Purchase Mortgage the closing for charged by the closing agent shall be divided county (50/50) between the Buyer and Seller. When the sale is financed with a lending institution, the closing for charged by the closing agent shall be divided county the closing agent shall be divided county the closing agent shall be paid to full by the Buyer.
- TAKES AND ASSESSMENTS Seller will pay all prior years' real estate taxes and assessments. The current year's real estate taxes and assessments will be paid as follows:

([]) NO PRORATION Seller will pay the taxes and assessments which are due before the date of closing Bayer will pay taxes and assessments which are due on or after the date of closing. "Due" means the date on which a tax or assessment becomes payable. ([]) PRORATION With current year taxes and assessments treated as though they are paid ([]) arrows ([]) advance based on a:

**WEDCalmodar** Years Provations (all taxes billed or to be billed in the year of the closing). Calendar year tax levies will be estimated, if necessary, using the taxeble value and the initiage rate(s) in effect on the day of closing, broken down to a per diem tax payment and provated to date of closing with the selice paying for January 1 up to and including the day of closing.

([])Fiscal Year Promition: Fiscal year will be assumed to cover a 12 month period from date billed, and taxes will be prorided to the date of closing. Fiscal year tax levies will be estimated, if necessary, using the totable value millage rate(s) in effect on the day of closing, broken down to a per diem tax payment and promited to the date of closing with Seller paying up to and including the day of closing.

(E) Taxes to be promised in ADVANCE with happer being charged from clusing date through June 30 on the July bases; and bujper being charged from clusing date through December 31 un the December taxes.

([]]Muly react to be promoted in ADVANCE with buyer being charged from date through fune 30; and December taxes to be promoted in ARREARS with seller being charged from January 1 to closing date. The portion of the December us paid prior to December 31 to be promoted in ARREARS, with Seller credited for prepaid amount

Diduly and December taxes to be combined and prevented in ARREARS, with seller being charged from January 1, to closing data, less July and December tax amounts if paid by seller.

Local Municipalities' Takes may be based on different due dates and have no effect on Tax Promition agreed upon in this purchase agreement.

Buyers or knowledge that they are responsible for all real estate tax bills due after date of closing, Except Seller shall pay say additional taxics arising from an error in a previous billing which is attributable to ownership of the real property prior to closing.

Buyer is also privised that the state equalized value of the property, principal residence ecomption information and other real property tax information is available from the appropriate local attention's office. Buyer should not assume that the buyer's future tax bills on the property will be the some as the selfer's present tax bills. Under Michigan law, real property ma obligations can change significantly when property is transformed.

Wino HER based on most current information available

- 9. SPECIAL ASSESSMENTS: All special assessments for municipal improvements which have become a lien on the property shall be paid by the Soller, provided, however, that is the event a special assessment is payable in instellments, current and future installments while by the Soller and Buyer using the same method for the protection of real estate taxes in paragraph 8 above: or a mid in full by Soller at chains. OR [7] assumed by by an election of real estate taxes in paragraph 8 above: or [7]
- paid in full by Seller at closing: OR [] assumed by buyer at closing.
  18. CLOSING DATK Huyer and Seller will close the sale within \_\_Z\_days after necessary documents are ready, but in no event inter than April 29, 2023 but no sconer than April 15, 2023.
- 24. OCCUPANCY Seller will give occupancy as follows:
  - (b) immediately after closing (with renter being under lease)

If tenants occupy the property, then:

(D) Seller will vacete the tenants before clasing.

(self) Buyer will assume responsibility for the tenants.

Page 2 of 5 Contract Date: 03/03/2023

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fortion n.C. Initials Rev. 06/06/2018 12. SELLER'S DISCLOSURE N/A Commercial Building

([]) Bayer acknowledges that a Seller's Dischware Statement has been provided to Bayer.

- ( ) Seller shall provide Buyer with a Seller's Disclosure Statement with the Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this agreement by delivery of a written notice to Seller or Seller's agent
- 13. LEAD-BASED PAINT DISCLOSURE/INSPECTION (For residential housing built prior to 1978.) Buyer acknowledges that prior to signing this agreement. Buyer has received a copy of the Lead-Based Paint Sellers Disclosure Form completed by the Seller on /\_\_\_\_\_ the terms of which shall be part of this agreement. Buyer also agrees (check one below).

day opportunity after the date of this agreement to conduct an inspection of the property for the presence of ( Buyer shall have a lead-based paint and/or lead-based paint hazards. (Federal regulations require a 10-day period or other mutually agreed upon period of time.) If Buyer is not satisfied with the results of this inspection, upon notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shall be refunded to Buyer.

(2) Buyer hereby weives his/her opportunity to conduct a tisk assessment or inspection for the presence of lead-based point and/or lead-based paint hazarda.

- (III) N/A Built after 1978.
- 14. LAND DIVISION ACT (For anglatted land only.) Solier and Buyer agree that the following statements shall be included in the deed at the time of delivery.
  - a. The granter grants to the grantee that the right to make an (insert "zero" or a specific number, as appropriate) division(s) under section 103 of the land division, Act No. 288 of the public Acts of 1967.
  - b. This property may be located within the vicinity of a familand or a farm operation. Concrally accepted agricultural and management gractions which may generate point, dust, others and other associated conditions may be used and are protocted by the Michigan right to firm act.
- CAUTION: If the space contained in paragraph (a) above is left blank, the deed will NOT grant Buyer the right to any divisions.
- 15. PROPERTY INSPECTION Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this agreement
  - ( ) This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, by an inspector and/or licensed contractor of Buyer's choice no later than \_\_\_\_\_ business days after the date of this agreement. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within this period, this agreement shall terminate and any deposit shell be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this agreement in the time provided, the Buyer shall be desmod to have waived the contingencies and proceed to close this transaction. Any requires by Buyer to modify this agreement based on the results of an inspection(a) shall terminate this agreement, unless: 1) the request is agreed to by Seller in writing, or 2) the Buyer proceeds to remove the inspection contingency, in writing, within the time for inspections. 1) Buyer acknowledges that rest estate broker/agent has recommended that Huyer obtain an inspective of the property by an inspector
  - and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property.
- 16. PRORATED ITEMS Rent, Association fees, county or municipality services (water, sewer, trash) if not tax assessed, and insurance (if assigned), as well as any interest on any existing land contract, mortgage or other lien assumed or to be paid by the Buyer, will be prorated to date of closing. See #27
  - Fact shall be provided as indicated by "X" below: N/A natural gas
  - A. ([]) Remain with property at no charge to buyer.
  - B. ([]) Be Prorated at closing.
  - C. ([]) Be Prorated at possession.
  - (If B or C is selected check one box below)
  - ([]) At market rate at the time of purchase OR ([]) At current market rate as determined by Fuel supplier.
- ("escrowee") 17 DEPOSIT Buyer deposits \$ 2000.00 with MARE within 72 hours of acceptance showing good faith. This money, which will be applied to the sale price, will be deposited in the escrowee's trust account. In the every this transaction does not close and the Buyer and Seller both claim the carnest money deposit, the carnest money deposit shall remain in the excrowes's trust account until a civil action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed, in writing, as to the disposition of the deposit or until the excrower commences a civil action to interplead the estimate money deposit with the proper court pursuant of Rule 339.2213(6).
- 18. DUE ON SALE (IF IT APPLIES) SELLER UNDERSTANDS THAT SELLING OR TRANSFERRING THE PROPERTY DOES NOT RELIEVE SELLER OF ANY MORTGAGE OBLIGATION OR OTHER INDEBTEDNESS TO WHICH THE PROPERTY IS SUBJECT. UNLESS OTHERWISE AGREED TO BY THE LENDER OR REQUIRED BY LAW OR REGULATION.
- 19. DEFAULT if Bayer defaults, Selier may enforce this agreement, or may cancel the agreement, keep the deposit, and pursue legal remedies. If Seller defaults, Buyer may enforce this agreement or may demand a refund of the deposit and pursue legal remoties (subject to paragraph 22).
- 20. NELEASE Buyer and Seller acknowledge that the real estate brokers and agents have made no representations concerning the condition of the preperty covered by this agreences and the markenshility of title, and Buyer(s) and Seller(s) release the listing broker and selling broker, and their respective agents, employees, attorneys and representatives, with respect to all claims arising out of or related to this Sales Contract, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this agreement or the marketability of title; and all claims

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Page 3 of 5 Contract Date: 03/03/2023

Initial Initials

arising from any special assessments and/or utility bills which have been or may in the future be charged sgainst the property covered by this agreement and, in addition, agree to indemnify and hold harmless the listing broker and selling broker from any and all claims related to those matters.

21. LIMITATION Buyer(s) and Seller(s) agree that any and all claims or lawauits which they may have against the listing broker and its agents and selling broker and its agents relating to their services must be filed no more than six (6) months after the date of closing on the transaction described in this agreement. Buyer(s) and Seller(s) wrive any statute of limitations to the contrary.

- 22. MERGER Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Bayer and Seller further agree that this agreement supersedes any and all prior agreements, understandings or representations made by the parties or their agents.
- 23. AREITRATION Any claim or demand of Seller or Buyer arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, included without limitation, claums of fraud, misropresentation, warranty and negligence, shall be settled in a scoordance with the rules, then in effect, adopted by the endorsed provider of arbitration services for the Michigan Association of REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of the agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600 5001, as amended, and the applicable court rules, MCR 3.602, as amended. This agreement is enforceable as to all parties and brokets/agents who have agreed to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the closing.

Initial to agree to arbitrate: Seller Buyer Listing Broker Selling Broker 24. FAX The parties agrees that this offer, any counteroffer, acceptance, or notices pertaining to this agreement may be delivered by

- facabrils. 25. COUNTERPARTS This agreement may be signed in any number of counterparts with the same effect as if the signature of each
- counterpart were upon the same instrument.
   36. HEIRS AND SUCCESSORS This agreement binds Seller, Seller's personal representatives and herrs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this agreement without Seller's prior written permission.
- 27 OTHER CONDITIONS:

Decosit from renters will pass to the baver at cleany				
Assets to be proroted to date of classing and to be passed to the basis along with any present reals				
Seller ruseries all eil, gas and other sciencel rights				
Conservent upon the clocky of SLD E Haughten Arame				
To close simultaneously with 314 E Houghton Avenue				
5% inte fen charged an installment das after 10 days past das date en land contract				
Sollar to excrow parking lot income starting April 1, 2023 and turnever to bayer at cleains, hust any carrent bills which might be due. (this includes the Temple preparty, Buck's and Kus's)				
any current base which might be due cover includes the contact proverse, buck a side all				
any correct bills which might be due, there includes the temper preserver, such a sole and an at a sole in the Sole of the Coreline Building at soler's cent.				
Seller to provide information and resolution of roofing issue and repair on the Careline Building at seller's cent.				
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Page 4 of 5 Contract Date: 03/03/2023

Initial ( Initials \_\_\_\_)

28. RECEIPT IS ACKNOWLEDGED BY BUYER of a cop	y of this Agreement			
	X			
BUYER'S ADDRESS	Phone: (Res)			
Received from above named Buyer deposit monies in the	seelved from above named Buyer deposit montes in the form of P(1184 by 3-5-203			
	Dan Marich 3, 2023 A.M.P.M.			
SELLER'S ACCEPTANCE				
29. THE ABOVE AGREEMENT is hereby accepted	WRITTEN			
	and/or see addendum attached hereto.			
<ol> <li>SELLER ALSO AGREES to pay REALTOR®/Broker al corresponding to the Property described herein for negot</li> <li>RECEIPT IS ACKNOWLEDGED by Seller of a copy of</li> </ol>				
SELLER'S ADDRESS	Phone: (Res) (Office)			
BUYER' ACCEPTANCE				
<ol> <li>RECEIPT IS HEREBY ACRNOWLEDGED BY BUYE acceptance was subject to changes as hereinbefore set fort accept said changes, all other terms and conditions remain</li> </ol>	k of the Seller's acceptance of Buyer's agreement. In the event the h, as in Paragraph 29, from Buyer's agreement, the Buyer agrees to img unchanged.			
DATE 3-7.23	x Quilely BUYER			
	BUYER			

Initials <u>PC(1)</u> Initials \_\_\_\_\_ Rev: 06/06/2018 Page 5 of 5 Contract Date: <u>03/03/2023</u>

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**Marihuana Facilities License** 

## **Attachment C**

### Prequalification

\*Prequalification for Wing Properties has been submitted to the State of Michigan and will be provided to the City Of West Branch once available.

The following documents are prequalification and renewal paperwork for Houghton Lake Provisioning Center and J&R Growers, which are the current state licensed marihuana businesses under Rick Wing that demonstrate prequalification status and good standing with the State of Michigan.

> GRETCHEN WHITMEN GOVERNOR



OR LENR HAWKS DRECTOR

514 IF OF MERIDAN DEPARTMENT OF LICENSING AND REGIN A 1938 ATAIRS LANSING VIA TLECTRONIC MAIL

Date: May 5th, 2021

Addressee: Houghton Lake Provisioning Center, LLC Record ID: AU-RA-600412 Address: 1952 W Houghton Lake Dr Smite A Prudenville, MI 48651

RE: State License Issuance

Dear Applicant

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

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

Mulling Address: Marijuana Regulatory Agency Licensing Division Adult-Use P.O. Box, 36205 Lancing, MI 48909

Online: Through the Accela Citizen Access Portal acal accela cont/MIMA/Delauk ospa

Licenses are effective upon payment of the licensure fee. A license is not required to have the license in hand before beginning operations. If you have questions or concerns regarding this payment, you may contact the Marijuana Regulatory Agency by calling (517)284-8599 or emailing <u>MRA-</u> AdultLiseLicensurg/Methgen\_50.

Sincerely,

Licensing Division Manijuana Regulatory Agency GRETCHEN WHITMER GOVERNOR



ORLENE HAWKS

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

Date: March 01, 2021

Addressee: Houghton Lake Provisioning Center, 1.1.(

Address: 1952 W Haughton Lake Dr Prudenville, MI 48651

RE: Prequalification status for your pending application

Dear Applicant.

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

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

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

In Person: Marijuane Regulatory Agency Lucensing Division Adult-Use 2407 North Grand River Lansing, MI 48966

Sincerely,

Licensing Division Marijuana Regulatory Agency

> MARILLANA REGULATORY AHENCY 2407 DURTH CRANZ XIVER + F.O. REX 30205 + LANSING, MICHIGAN 48906 WWW MILURGAN DEWYMRA

1346 6312

GRETCHEN WHITMER



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

Date: April 08, 2022

Addressee: Houghton Lake Provisioning Center, LLC License Number: AU-R-000412 License Name: Houghton Lake Provisioning Center Address: 1952 W Houghton Lake DR Suite A, Prodenville, MI 48651

RE: State License Renewal Approved

Dear Houghton Lake Provisioning Center, LLC,

The Marijinana Regulatory Agency considered your application for renewal of state license Houghton Lake Provisioning Center AU-R-060412 and determined that you are eligible to renew the state license pursuant to the licensing provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA) and associated rules. Renewal of the above license has been approved. The new expiration date is May 05, 2023

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

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

Sincorely, Adult-Use Licensing Marijuana Regulatory Agency ORLENE HAWKS



GRETCHEN WASTMER

#### STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING

ORLENE HAWKS

VIA EMAIL

Date: February 25, 2020

Addressee: J & R Growers, LLC

Address: 1785 West Doyle Trail Roscommon, MI 48653

RE: Prequalification status for your pending application

#### Dear Applicant.

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

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

#### Mailing Address:

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

In Person: Department of Licensing & Regulatory Atfairs Manjuana Regulatory Agency Medical Facilities Licensing 2407 North Grand River Lansing, MI 48906

Sincerely,

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

> MARHJANA REGULATORY AGENCY 2607 NORTH GHAND RIVER • P.O. BOX 30205 • LANSING, MICHIGAN 48909 www.mitchigan.gov/mite • 517-284-8590



GRETCHEN WHITMER

#### STATE OF MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS LANSING

ORLENE HAWKS

VIA EMAIL

Date: February 25, 2020

Addressee: Houghton Law Provisioning Center, LLC

Address: 1785 West Doyla Treil Roscommon. MI 48653

RE: Prequalification status for your pending application

#### Dear Applicant:

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

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

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

In Person: Department of Licensing & Regulatory Affairs Marijuana Regulatory Agency Medical Facilities Licensing 2407 North Grand Rivar Lansing, MI 48908

Sincerery

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

> MARLITIANA REGULATORY AGENCY 2407 IVORTHISHANU RIVER • P.O. BOX 30205 • LANSING, MICHIGAN 48909 WWW.michigan.gov/mia • 517-254-8599

Marihuana Facilities License

# **Attachment D**

### **Qualifications of Applicant**

#### Attacoment D:

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

Ordering products Selling products (J & R grower's) Yax payments (All bills associated with both businesses.) All financials, Cash management Hiring/firing and background checks. Real estate, construction and rezoning

Marihuana Facilities License

# Attachment E

## **Business Plan**

### 1) Detailed description of capital investment

- a. **Example of building**
- b. \$500,000 for remodeling and driveway
- c. \$20,000 estimate for purchase of display, sales equipment, and miscellaneous office furniture.
- d. \$20,000 estimate for purchase of camera and security equipment including safes
- 2) Business Plan with daily operation schedule
  - a. \*\*Included in the 'Wing Properties Business Plan 2023' file included in this packet
- 3) Proposed staffing plan, complete with descriptions of job duties, proposed wages, and employee qualifications / hiring criteria
  - a. \*\*Included in the 'Wing Properties Business Plan 2023' file included in this packet
- 4) Documented employee policy book and code of ethics to ensure honesty and integrity of employees.
  - a. \*\*Included in the 'Wing Properties Employee Handbook' file included in this packet.

5) Sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not been subject to any civil monetary judgements entered against it in the last 7 years, excluding family law matters or estate disputes.

### Affidavit of Civil Monetary Judgements

The undersigned, <u>Richard C. (C. 1966</u>, on behalf of \_\_\_\_\_\_, LC being duly swom, hereby deposes and says:

 Neither the Applicant, nor any member or parties with 25% or more interest in the Company have been subject to any civil monetary judgements entered against it/them in the last seven (7) years.

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.

Executed this 2 day of Dac , 2022.

alse e. W. Signature

Richard & Louve Printed Name

NOTARY ACKNOWLEDGEMENT

STATE OF MICHIGAN 1 \$5: COUNTY OF RUSSOMWUDA

The foregoing instrument was acknowledged before me this day of Ducumber, 2022, by THERESA M. WINCOLF, Robert 1949

Signature of Notary Public

Printed Name of Notary Public Printed Name of Notary Public State of Michigan County of Reactory Volument My Commission Expires: 09-14-2023 6) Sworn attestation that the Applicant and/or parties with 25% or more interest in the company have not filed for bankruptcy within the last 7 years.

Affidavit of Financial Good Standing

The undersigned, Ric Hazi) C Litzak, on behalf of LLC being duly sworn, hereby deposes and says:

- 1. Neither the Applicant, nor any member or parties with 25% or more interest in the Company have filed bankruptcy within the last seven (years).
- 2. Neither the Applicant, nor any of its members, nor stakeholders have ever been in default to the City, nor are we currently in default to the City for any property taxes, special assessments, fines, fees or other financial obligations.

I declare that, to the best of my knowledge and bellef, the information herein is true, correct, and

Executed this Z day of Dree , 2022.

10 0 6 Signature ultand cloud

**Printed Name** 

NOTARY ACKNOWLEDGEMENT

STATE OF 12HIGAN ) 55: COUNTYOF

The foregoing instrument was acknowledged before me this 200 day of Ditterries, 2022. by THERE'S M. UNGOON NOTARY

Signature of Notary Public THERESA M. WARGNER Printed Name of Notary Public State of Michigan County of Roscorings My Commission Expires: 09-14-2023

Marihuana Facilities License

# **Attachment F**

# **Security Plan**

\*\*Sections 1-6 of the Security Plan Attachment are Included in the 'Wing Properties Business Plan 2023' file included in this packet.

Marihuana Facilities License

# **Attachment G**

# **Economic Impact**

\*\*Sections 1-2 of the Economic Impact Attachment are Included in the 'Wing Properties Business Plan 2023' file included in this packet.

Marihuana Facilities License

# **Attachment H**

## **Plans for Planning Commission Review**

- 1) Site Plan (for Special Land Use approval by the Planning Commission). Site plan shall contain all items listed in Section 5.5 (Site Plan Data Required) and Section 6.2 (Special Use Applications) from City of West Branch Zoning Ordinance in addition to the following:
  - a. Site Plan should show public, private, and secured areas.
- All Site Plan documents have been submitted to 'Lapham Associates' and are currently being reviewed / finalized before final submission to City of West Branch Planning Commission. Below is the contact information for Lapham Associates.



c) Provisioning Centers / Marihuana Retailers shall provide the following (if applicable)

Description of products and services to be provided.

- Plant Waste Disposal Plan

\*\*Section C of the Plans for Planning Commission Review Attachment are Included in the 'Wing Properties Business Plan 2023' file included in this packet. Wing Properties, LLC

**Business Plan 2022** 

City Of West Branch

Ogemaw County, Michigan

# Table of Contents

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

# **Executive Summary**

Wing Properties LLC (the "Company) was founded on March 7th, 2023 by Richard Wing. The Company is currently in the process to receive pre-qualification status from the State of Michigan, and seeks to operate a state licensed Adult-Use Marijuana Provisioning Center in The City Of West Branch, Ogemaw County, Michigan.

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

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

#### The Owner

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

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

# **The Facility**

Wing Properties's proposed location is at 109 Plaza Drive Suite A (CareLinc), West Branch, MI 48661.

ADD SCREENSHOT OF BUILDING SPECS ADD SCREENSHOT OF BUILDING FOOTPRINT

# **Operational Plan**

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

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

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

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

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

# **Security Plan**

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

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

#### Tideo Surveillance

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

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

#### - Power Source

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

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

#### Network Video Recorder / Archiver

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

### - Video Storage / Service

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

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

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

#### Video Cameras

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

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

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

#### - Safes

Each storage safe containing marijuana or products containing marijuana will use Underwriters Laboratory Group 1 outside combination and pin code locks to secure the safe door. Underwriters Laboratory requires that the safe is constructed of 1-inch solid steel and equivalent. This type of combination lock is resistant to skilled manipulation attacks for up to 20 hours. The Group 1 lock is an advanced mechanical lock that is precisely designed to prevent the workings of the lock from betraying the combination. This integration of the combination lock and a pin code lock will offer additional protection against attacks by mechanical, electrical, and cutting tools. All safe locks will also be installed with a 5-minute time delay before unlocking the safe to increase the length of time needed to open the safe. It has been shown in many high-risk businesses that this time delay is highly effective in reducing losses should a break-in or armed robbery occur.

#### Alarm

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

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

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

Passive Infrared motion sensors will work with the motion detection sensors within the facility to alert security or the authorities to any attempted break-in. A perimeter alarm will have contacts on all entry and exit points, exterior windows with exterior walls, roof hatches, skylights and storage rooms which contain safes, and the perimeter of the facility. Glass break detectors will also be placed on any exterior glass. These detector sensors will alert authorities of an attempted break-in through glass windows. The detector can be mounted on any wall or ceiling within a 25-foot range of a window.

#### - Access

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

#### Entrances & Doors

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

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

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

#### 🗄 Parking

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

# **Employees**

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

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

- Budtenders: \$14 / hr
- Managers: \$17 / hr

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

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

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

# **Products**

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

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

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

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

# **Nutrients, Pesticides & Other Chemicals**

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

# **Odor Control & Equipment**

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

## Waste Management

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

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

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

Wing Properties

# **Employee Handbook**

#### Section 1: Introduction

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

#### Section 2: Terms & Definitions

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

#### Section 3: Workplace Violence / Harassment

- 3.1. Unlawful Harassment
- 3.2. Workplace Violence

#### **Section 4: Policies**

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

#### Section 5: Workplace Conduct

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

#### Section 6: Employee Benefits

- 6.1. Employee Purchases
- 6.2. Discounting

#### Section 7: Scheduling / Pay Period

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

#### Section 8: New Hire Probationary Period

8.1. New Hire Probationary Period

8.2. Paid Time Off – Rules and Eligibility

#### 1.1 Purpose of this Handbook

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

#### 1.2 Changes of Policy

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

## 1.3 Employment Forms

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

\* At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook \*

\* Employee Eligibility Form I-9 \*

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

#### 2.1 At-Will Employment Status

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

## 2.2 Equal Employment Opportunity

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

not retaliate against you for filing a complaint and will not knowingly permit retaliation by management, employees, or your coworkers.

#### 3.1 Unlawful Harassment

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

#### 3.2 Workplace Violence

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

## 4.1 COVID-19

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

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

## 4.2 Smoking / Medicating

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

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

## 4.3 Parking

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

## 4.4 Employer Property

Lockers, desks, computers, vehicles, and any other company-owned item are WING PROPERTIES property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. WING PROPERTIES reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Company voicemail and / or electronic mail (e-mail) are to be used for business purposes only. WING PROPERTIES reserves the right to monitor voicemail messages and e-mail messages to ensure compliance with this tile, without notice to the employee and at any time, not necessarily in the employee's presence. No personal locks may be used on Company-provided lockers unless the employee furnishes a copy of the key or combination to the lock. Unauthorized use of a personal lock be an employee may result in losing the right to use a Company locker. WING PROPERTIES may periodically need to assign and / or change "password" and personal codes for certain password protected devices. These communication technologies and related storage media and databases are to be used only for Company business and they remain the property of WING PROPERTIES. WING PROPERTIES reserves the right to keep a record of all passwords and codes used and / or may be able to override any such password system. Prior authorization must be obtained before any Company property may be removed for the premises. For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent. Terminated employees should remove any personal items at the time they leave WING PROPERTIES. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination. Employees will be held responsible if company property (in any form such as retail products to be kept behind the counter or other valuables) is left available for the public to take without authorization or payment. Lockers, desks, computers, vehicles, and any other company-owned item are WING PROPERTIES property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes

## 4.5 Dress Code

WING PROPERTIES Dress Code is as follows.

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

**\*\*On special holiday weekends or special events, WING PROPERTIES may ask staff to wear matching polos or other matching clothing\*\*** 

## 5.1 Punctuality, Attendance, and Scheduling

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

Process Steps when clocking in / out.

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

## 5.2 Prohibited Conduct

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

- Falsifying employment records, employment information, or other Company records.
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any timecard, either your own or another employee's.
- Deliberate or careless damage or destruction of any company property, or the property of another employee or client. NO ARSON.
- Removing or borrowing Company property without prior authorization.

- Unauthorized use of Company equipment, time, materials, or facilities.
- Theft or stealing of any kind. NO STEALING. Discounting a transaction for non-eligible employee / clients or product. Putting extra items in an employee's bag or a clients bag that were not paid for, or ringing yourself up for a transaction.
- No using personal cell phones without authorization from a manager.
- Use of a manager code without written permission from management.
- Committing a fraudulent act or a breach of trust under any circumstances.
- Provoking a fight or fighting with fellow employees or clients during working hours or on Company property.
- A physical altercation with another employee or a client that you initiate. NO throwing things, verbal threats, or violence of any kind.
- Verbal abuse, abusive language or altercation that you initiate with an employee or client at any time on Company premises.
- Carrying firearms or any other dangerous weapons on Company premises at any time.
- Causing, creating, or participating in a disruption of any kind during working hours on Company property.
- Engaging in criminal conduct whether related to job performance.
- Insubordination
- Violating any safety, health, security, Company policy, rule, or procedure.
- Committing of or involvement in any act of unlawful harassment of another individual.
- Committing of or involvement in un-wanted sexual advances, sexual harassment, sexual assault, or a sexual or lewd act.
- Failing to lock and secure the building, safes, and products at closing.
- Showing up for your shift under the influence of drugs or alcohol. Using drugs, alcohol, or any cannabis products while working and / or on Company property.
- Sleeping or malingering on the job.
- Deleting browsing history on Company computers.

The Write-Up Policy at WING PROPERTIES is structured below.

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

## 5.3 Conducting Personal Business

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

## 5.4 Business Conduct and Ethics

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

## 5.5 Police Interaction

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

## 6.1 Employee Purchases

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

## 6.2 Discounting

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

## 7.1 Work Schedules

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

## 7.2 Timekeeping Requirements

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

## 7.3 Pay Period / Tips

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

#### 8.1 New Hire Probationary Period

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

#### 0 – 15 Days:

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

#### 16 - 30 Days:

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

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

## 8.2 Paid Time Off – Rules and Eligibility

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

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

# Acknowledgment of Receipt of Employee Handbook

My signature below indicated that I have received a copy of the Houghton Lake Provisioning Center Employee Handbook.

I understand that this handbook contains information regarding the Company's rules, regulations, policies, and benefits which affect me as an employee.

I acknowledge that I have read and understood Company policies.

I also understand that the Company may revise, supplement, or rescind policies, procedures, or benefits described in the handbook, with or without notice.

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date\_\_\_\_\_

#### **Membership Interest Purchase Agreement**

Effective on February <u>27</u>, 2023, the following parties entered into this Membership Interest Purchase Agreement ("Agreement"):

- Richard C Wing ("Rick" or "Seller")
- Tarek O Jaward ("TJ" or "Buyer")
- West Branch Provisioning Center, LLC ("WBPC" or the "Company")

#### Background

- A. WBPC owns real estate located at 518 E. Houghton Ave, West Branch, MI 48661 (the "Property").
- B. WBPC also owns the rights to a marijuana retail establishment license for the Property (the "License").
- C. Rick owns 100% of WBPC; he has a 100% Membership Interest ("MI" or "entire LLC Interest") in WBPC.
- D. TJ wants to buy a total of 100% of Seller's 100% MI in WBPC for consideration set forth herein, and Seller wants to sell it. When this transaction closes:
  - 1. Rick's MI in WBPC decreases from 100% to 0%.
  - 2. TJ's MI in WBPC increases from 0% to 100%
- E. Seller transferring WBPC MI to TJ must be approved by Michigan's Cannabis Regulatory Agency ("CRA") and the City of West Branch. If the CRA and/or the City of West Branch does not approve the transfer of the WBPC MI to TJ, this Agreement is void. This Section D is hereby incorporated into the terms of this Agreement.
- F. Simultaneously with the completion of Buyer's acquisition of the Sellers' entire LLC Interest, and pursuant to Section 9 of this Agreement, Seller shall withdraw as a member of the Company.

#### Agreement

- 1. WBPC MI Purchase.
  - a. TJ is buying 100% MI in WBPC.
  - b. When this transaction closes, WBPC will be held 100% by TJ.
  - c. TJ is purchasing the WBPC MI subject to CRA and West Branch approval. No transfer will occur without CRA and/or West Branch approval.
- 2. Purchase Price. TJ is providing the following consideration for the 100% MI in WBPC:



- 3. Deposit. TJ shall pay an carnest money deposit (the "EMD") in the amount of \$30,000.00. The Deposit shall remain refundable to Purchaser until the expiration of the Due Diligence Period (defined below), at which time the EMD shall be immediately released to Seller. The EMD shall be held by an escrow agent agreed upon by the parties.
- 4. Purchase Price Allocation. The allocation of the Purchase Price for all purposes including federal income tax purposes shall be agreed upon by Buyer and Seller in writing prior to Closing, as a condition precedent to Closing in favor of each Party. Following the Closing both Buyer and Seller shall file IRS Form 8594 for federal income tax purposes in a manner consistent with such agreement. Seller shall pay any real estate transfer taxes due pursuant to Michigan law.
- 5. Due Diligence. Until the date that is 30 days following the Effective date of this Agreement (the "Due Diligence Period"), Buyer shall have the ability to inspect the Property and all other assets held by WBPC. Within 5 days of the Effective Date of this Agreement, Seller shall provide Buyer with all documents and information regarding the Property and/or the License. If Buyer delivers to Seller a notice of termination prior to the expiration of the Due Diligence Period, the EMD shall be immediately refunded to Buyer and the parties shall have no further obligations to one another. If the Buyer does not deliver to Seller a notice of termination prior to the expiration of the Due Diligence Period, the EMD shall be come non-refundable but applied toward the purchase price at Closing and be immediately released to Seller.
- 6. Seller's Representations, and Warranties. To induce TJ to enter in this Agreement, and knowing that he is relying on them. Seller represents and warrants as follows:
  - a. Each member of WBPC is not a foreign person as defined in Section 1445 of the IRC of 1986, as amended, and the regulations promulgated under it:
  - b. Seller has the power and authority to (i) execute, deliver, and perform its obligations under this Agreement, (ii) consummate the contemplated transactions, and (iii) take actions required by WBPC's operating agreement and other organizational documents;
  - There is no pending or threatened litigation or governmental proceeding that may adversely affect WBPC, or any respective member of WBPC's ability to perform obligations under this Agreement;
  - d. Sellers owns, beneficially and of record, a total of 100% MI in WBPC, free of liens, debts, and encumbrances;
  - e. **WBPC** owns an adult use marijuana retailer establishment license issued by the City of West Branch, which provides WBPC the ability to operate pursuant to the Michigan Regulation and Taxation of Marijuana Act ("MRTMA") for the sale of adult use marijuana products;
  - f. **WBPC** is not subject to any tax liability and has not taken any action that to subject it to a taxable event;
  - g. WBPC does not and has never had any employees;
  - h. WBPC is not subject to any enforceable contracts;
  - i. The Property has clear title and there is no pending or threatened action that may adversely affect clear title to the Property;
  - j. There is no material violation of a law, ordinance, rule, regulation, or deed restriction to

which the Property is subject;

- k. There are no lease or tenancy agreements allowing any person or entity to possess or use the Property or any portion of the Property, other than Seller which will be terminated at Closing;
- 1. There are no other purchase agreements, rights of first refusal, rights of first offer, options, or similar instruments in effect with respect to the Property, or any part thereof, to which Seller is a party;
- m. Seller has no knowledge of any individuals, entities, or other persons claiming a right to possession of the Property, except (i) any non-material encumbrances which would be shown on survey (ii) the Common Areas real estate, and (iii) any such interests existing as part of any Permitted Exceptions;
- n. Seller knows of no assessments presently outstanding or unpaid for local improvements or otherwise that have or may become a lien against the Property. Further, Seller knows of no public improvements that have been ordered to be made or that have not been completed, assessed, and paid for;
- o. If any claim is made by any party for the payment of any amount due for the furnishing of labor or materials to the Property or Seller prior to Closing, or if any lien is filed against the Property subsequent to Closing as a result of the furnishing of such materials or labor prior to Closing, then Seller shall immediately pay said claim and discharge said lien; provided, however, that if Seller desires to challenge or contest any such claim, then Seller must first bond over or place into escrow the amount necessary to pay such claim;
- p. To Seller's actual knowledge, Seller has not received any written notice from any public authority asserting any uncorrected violations of any federal, state, county or municipal laws, ordinances, codes or regulations with respect to the Property;
- q. All requisite actions necessary to authorize Seller (i) to enter into this Agreement and any other documents or instruments to be entered into in connection with the transactions contemplated by this Agreement and (ii) to carry out its obligations under this Agreement and any other documents or instruments to be entered into in connection with the transactions contemplated by this Agreement have been, or by the Closing will have been, taken; and
- T. This Agreement and any other documents or instruments executed and delivered by Seller in connection with the transactions contemplated by this Agreement shall be binding upon, and enforceable against, Seller.
- 7. TJ's Representations and Warranties. To induce Seller to enter in this Agreement, and knowing that the Seller will rely on them, TJ represents and warrants as follows:
  - a. He has the legal power and authority to enter into and perform his obligations under this Agreement and the related documents, and to consummate the contemplated transactions;
  - b. This Agreement and each of the related documents constitute his legal, valid, and binding obligation, enforceable against him consistent with their terms;

- c. The Sellers' entire LLC Interest will be acquired by Buyer for its own account for the purpose of investment, it being understood that the right to dispose of the Sellers' Entire LLC Interest shall be entirely within the discretion of Buyer; and
- d. This Agreement and any other documents or instruments executed and delivered by Seller in connection with the transactions contemplated by this Agreement shall be binding upon, and enforceable against, Seller.
- 8. Survival. Each of the parties' representations and warranties shall survive Closing for 2 years.
- 9. Closing. At a date to be mutually determined, but not before change of ownership approval by the CRA and / or the City of West Branch:
  - a. At Closing, Seller must deliver to Buyer:
    - Assignments of MI sufficient to assign and transfer to Buyer good and valid title in and to the Property and Sellers' entire LLC Interest in the form attached as Exhibit 2.
    - 2) An executed member withdrawal in the form attached as **Exhibit 3**.
    - 3) A Bill of Sale in the form attached as Exhibit 4.
    - 4) A bring-down certificate in the form attached as Exhibit 5.
    - 5) Other documents or items that TJ reasonably requests to complete the transactions contemplated by this Agreement.
  - b. At Closing, Buyer must deliver to Seller:
    - 1) The Down Payment in immediately available funds via wire transfer or cashier check.
    - 2) A signed promissory note in the form attached as Exhibit 1.
    - 3) A commercial mortgage in the form attached as Exhibit 6.

The Parties shall draft and mutually agree on the form of Exhibits 1-6 prior to the expiration of the Due Diligence period.

- 10. Indemnification. The Seller agrees to indemnify and defend Buyer and its affiliates against and to hold it harmless from any and all damage, loss, liability and expense incurred or suffered by Buyer and its affiliates arising out of or based upon (i) the inaccuracy of any representation or warranty or breach of any agreement made or to be performed by the Seller pursuant to this Agreement, and (ii) any liability that accrued against Seller, WBPC, or the Property before the date of Closing. Buyer hereby agrees to indemnify and defend the Seller against and to hold them harmless from any and all damage, loss, liability and expense incurred or suffered by the Seller arising out of or based upon (i) the inaccuracy of any representation or warranty or breach of any agreement made or to be performed to the Seller against and to hold them harmless from any and all damage, loss, liability and expense incurred or suffered by the Seller arising out of or based upon (i) the inaccuracy of any representation or warranty or breach of any agreement made or to be performed by Buyer pursuant to this Agreement, (ii) any action or failure to take action by Buyer or WBPC after the date of Closing. This Section 10 shall survive the Closing for 2 years.
- 11. Further Assurances. Anything to the contrary in this Agreement notwithstanding, at any time and from time to time after the date hereof, at the request and expense of Buyer, and without further consideration, each Seller shall execute and deliver such other instruments of transfer, conveyance, assignment and

confirmation and take such other action as Buyer may reasonably request as necessary or desirable in order to more effectively transfer, convey and assign to Buyer the Sellers' entire LLC Interest as contemplated herein. This Section 11 shall survive the Closing for a period of two (2) years and not be merged therein.

- 12. Withdrawal as Member. Effective upon the Closing, each Seller shall, and hereby does, withdraw as a member of the Company.
- 13. Tax Matters. Seller and Buyer hereby agree that Seller's tax liability shall cease as of the date of Closing. Seller shall be responsible for the filing and payment of any required tax documents due in any applicable jurisdiction on or before the date of Closing.

#### 14. General Provisions

- a. Upon another party's reasonable request, the other parties must do such acts and execute documents as may be desirable to give effect to the Agreement's provisions and intent.
- b. No party may assign this Agreement without the other parties' written consent, which shall not be unreasonably withheld.
- c. Parties must send communications provided for in this Agreement in writing by email or U.S. Mail. They are deemed received on the date actually received if via U.S. Mail or the date sent if by email.

Buyer Notice Address	Seller Notice Address		
10248 W Jefferson Ave River Rouge, MI 48218 tji@shophce.com	rwing1@hotmail.com		
with a copy to:	with an electronic email copy to:		

NSGC Legal, PLLCScott Roberts Law10248 W Jefferson Ave500 Temple St, Ste 2MRiver Rouge, MI 48218Detroit, MI 48201nick@shophee.comscott@scottrobertslaw.com

- d. This Agreement is for the benefit of the parties, their proper successors and assigns, and it is not for the benefit of any third party.
- e. This Agreement contains the parties' entire agreement with respect to its subject matter. No prior understandings or representations are binding on a party. Moreover, the parties may amend this Agreement only by executing a written document that all parties execute.
- t. The unenforceability of a provision in this Agreement does not affect the enforceability of the remaining provisions of this Agreement.
- g. Michigan law governs this Agreement in all respects.

- h. The parties may execute this Agreement in several counterparts, each of which is deemed an original. Emailed signatures and signatures in portable document format (.pdf) are deemed original signatures.
- i. The parties have had an opportunity to consult with independent legal counsel and are executing this Agreement voluntarily and knowingly.
- j. The parties recognize that the MI covered by this Agreement is unique. Failing to perform the Agreement (i) will irreparably harm the Agreement's other parties, and (ii) the injury is not adequately compensable by money damages. Each party may specifically enforce their rights in equity against the other party without the necessity of posting a bond.

Based on the above, and after having the opportunity to confer with counsel of choice, the parties to this Agreement executed it to be effective on the date set forth in the introductory paragraph.

Seller:

OCWN Generation 27, 2023 08 40 EST. By: Richard C. Wing Sole Member of West Branch Provisioning Center, LLC

Date: Feb 2 7 , 2023

**Buyer:** 

Tarek Jawad (Feb 26 1023 21.32 551) By: Tarek Jaward, an individual

Date: Feb 26, 2023

CINCINNATI OF THE TREASURY INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

Date of this notice: 03-02-2023

Employer Identification Number: 92-2649006

Form: SS-4

Number of this notice: CP 575 G

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

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

#### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2649006. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

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

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

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

WING PROPERTIES LLC RICHARD C WING SOLE MBR 1785 W DOYLE TRL ROSCOMMON, MI 48653 Filed by Corporations Division Administrator Filing Number: 223661944960 Date: 03/02/2023

# MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

WING PROPERTIES LLC.

ID Number:

802998473

received by electronic transmission on March 02, 2023 , is hereby endorsed.

Filed on March 02, 2023 , by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 2nd day of March, 2023.

Linda Clegg

Linda Clegg, Director Corporations, Securities & Commercial Licensing Bureau



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

# **ZONING AND USE PERMIT APPLICATION**

Applicant: Contractor [] Homeowner []
Property Owner: RicHARD C WING (WING PROPERTIES LLC)
Mailing address: 1785 W Doyle Trail Roscommon MI 486.
Phone Number: <u>619-600-6723</u> Property ID #
Project Address: 109 A PLAZA DR West BRANCH MI 4866
Contractor Name:
Contractor Address:
Contractor Phone:
Use
Type of Improvement (please circle one)
a) Garage b) Shed c) Fence d) Deck e) Addition f) Residence/Building g(Useh) Other
Dimensions: (skip this section if it is just a use permit)
LengthWidthHeight
Setbacks:
Front RearSides
Applicant Signature: Rule Wy Date: 3-3-23
(See reverse for site plan sketch area)

	N٥	CHANGE	To	Fout Anist	- oF	Building	
Pie	ase include Applicant is	e: Roads, sidewa required to con	ilks, setb	acks and distance fro	om curren	t structures.	
Staff Action:	: Date	Approved	Denied	Signature			
r er mit N	0						
Application fe	ee (\$25.00 for r	esidential, \$50 for co	mmercial) -	PAID NOT DATE			

S:\Forms -8-27-20 cial) - PAID\_\_\_\_ NOT PAID\_\_\_\_



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

## **APPLICATION TO CHALLENGE ZONING DECISION**

Name of Applicant	RICHAND	C WI	NG (WINGF	hoPenties LLC.)
			WEST BRANCH	
Phone Number 6/4-	600 · 0723 E	mail Address	RWING10 H	STMAIL. COM

If application is completed by a person other than the owner of the property in question, please use the back of this form to state the interest the applicant has in the property, and also indicate whether the applicant has permission from the property owner to challenge a zoning decision on the property owner's behalf.

	ty address/location 109 A				4866
Descri	ption of initial zoning request	SPECIAL	USE Para	alt	
Reason	n initial zoning request was denied				
Action	requested:				
	Appeal of decision to higher board	[\$250 fee]			
X	Special use permit [\$250 fee]				
LX	Special use permit [\$250 fee]				

Variance	[\$250 fee]
----------	-------------

Amendment to zoning ordinance [\$250 fee]

By signing below, I, the aforementioned applicant, do hereby certify that all foregoing statements and attached supporting documents, including site plans, are true and correct, to the best of my knowledge.

Signature of Applicant		<u>3-3-23</u> Date	
Fee Paid \$		ved By For Office Use Onl	y
Date Paid	Final Disposition		

فللغلغ المعطية بالمتخطر والملكن ويعطؤهما ومراجعتهم فيدكيه المنتخف Code Review Sheet Index 2013 Methyan Bahang Cada 2013 2014 Metanafa (Cana a' un) 2014 Metanafa (Cana a' un) 2014 Metanafa (2017 a, 2 2014 Metanafa (2017 a, 2 2014 Metanafa (2017 a) 2014 Metanafa 
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	ounty, Michigan	Sheet Index: G-1 Cover Sheet C-2 Ganeral Notes C-3 Site Pfan	The second
Prepared For	Section 29, T22N-R2E., City of West Branch, Ogemaw County, Michigan SITE ADDRESS: 109 A Plaza East Drive, West Branch, MI 48661	Property Description: Pareal B: Pareal B: Pare of the Northwest 1/4 of Section 29, T22N, R2IE, City of West Branch, Ogemaw Counsy, Michigan, desribed as: Commercing at the Northwest Commer of said Section 29, theanee S109*4500°TS, along the West Section line, 113.00 feet, theanee S109*4500°TS, along the West Section line, 21.20 feet, theanee N109*4500°TS, 141.00 feet, theanee S109*1500°TW, 33.10 feet, theanee S109*1500°TW, 107.00 feet, theanee N109*22130°TE, 141.00 feet, theanee S109*1500°TW, 33.100 feet, theanee S109*1500°TW, 107.00 feet, theanee N109*45700°TW, parallel with the West Section line, 113.00 feet, theanee S109*1500°TW, 107.00 feet, theane N109*45700°TW, parallel with the West Section line, 113.00 feet, theanee S109*1500°TW, 107.00 feet, theane N109*45700°TW, parallel with the West Section line, 100.00 feet, theanee S109*1500°TW, 107.00 feet, theane N109*45700°TW, parallel with the West Section line, 100.00 feet, theanee S109*1500°TW, 107.00 feet, theane N109*45700°TW, parallel with the West Section line, 100.00 feet, theanee S109*1500°TW, 107.00 feet, theane N109*45700°TW, parallel with the West Section line, 100.00 feet, theanee S109*1500°TW, 107.00 feet, theane N109*45700°TW, parallel with the West Section line, 100.00 feet, theanee S109*1500°TW, 107.00 feet, theanee N109*4570°TW, parallel with the West Section line, 113.00 feet theanee S109*1500°TW, 107.00 feet, theanee N109*4570°TW, parallel with the West Section line, 113.00 feet theanee S109*150°TW, 107.00 feet theanee N109*4570°TW, parallel with the West Section line, 113.00 feet theanee S10*150°TW, 107.00 feet theanee N109*4570°TW, parallel with the West Section line, 110.00 feet theoree N109*4570°TW, 107.00 feet theate the N109*4570°TW, parallel with the West Section line, 113.00 feet the N100*4570°TW, 107.00 feet the N109*4570°TW, parallel with the West Section line, 113.00 feet the N109*4570°TW, 107.00 feet the N109*4570°TW, parallel with the West Section line, 113.00 feet the N109*4570°TW, 107.00 feet the N109*4570°TW, parallel with th	LOCATION MAP














City of West Branch 121 N 4<sup>th</sup> St, West Branch, Michigan 48661 (989)345-0500 • Fax (989)345-4390 • www.westbranch.com

	Special Event Pe	ermit
Event Name: Classy Ch	assis	and a second
Event Date: June 2023	Start Time: 6:00 pm	End Time: 9:00 pm
Name of Sponsoring Organization:		tail Merchants Association
Address: 422 W. Houghton	Ave., West Branch	
Contact Person: Peter Fabbri	F	Phone Number: 989-345-5226
Describe the purpose of this event:	Annual Classy Chassi	s car show held downtown
to attract people to the c		
Point of Assembly and/or proposed	l route (attach separate diagram	if needed):
In an effort to help your event run s can staff your event. Please obtain West Branch City Police Chief of Police Ogemaw County Posse Chief of Police	arrough 4th St. on Houg smoothly you must make sure the in signatures from each depart services NOT needed arra	hton Avenue a following departments are aware of and/or iment listed advising us that they are aware: angements have been made
Page   1		7/9/2020





**City of West Branch** 121 N 46 St, West Branch, Michigan 48661 (989)345-0500 • Fax (989)345-4390 • www.westbranch.com

Additional Terms and Conditions:

- 1. Sponsoring Organization agrees that it will fully comply with the terms of this permit and will also comply with all State, County, and Local ordinances that may pertain to the event.
- 2. Sponsoring Organization further agrees and understands that it shall hold harmless and indemnify the City, its officers, employees, contractors, subcontractors, representatives, and agents from and against any and all civil actions, claims, judgements, injuries and/or damages including attorney fees resulting and/or arising from the special event and/or from the actions and/or omissions of the special event.
- 3. Sponsoring Organization further agrees and understands that it shall hold harmless and indemnify the City, its officers, employees, contractors, subcontractors, representatives, and agents from and against any and all civil actions, claims, judgements, injuries and/or damages including attorney fees resulting and/or arising from thee special event and/or from the actions and/or omissions from third parties hired or are volunteers of Sponsoring Organization.

Sponsor Organization signs this Agreement after having fully reviewed the terms and conditions set forth above and agree to be responsible for full compliance of such terms and conditions.

Applicant Signature WEST BAMACH HARM IL MALL MERCHANTS ASSOC.

4/10/23 Date

For Office Use Only: Permit Approved -- Yes / No Council meeting date

Manager / Clerk Signature

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7/9/2020



REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, APRIL 3, 2023.

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

Present: City Mayor Paul Frechette, Council Members Carol Adair, Joanne Bennett, Mike Jackson, Ellen Pugh, Rusty Showalter, and Cathy Zimmerman.

Absent: None

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, City Treasurer Michelle Frechette, DPW Supervisor Mike Killackey, Chief Ken Walters, Commissioner Craig Scott, Chamber Director Heather Neuhaus, and City Realtor Yvonne DeRoso.

All stood for the Pledge of Allegiance.

Commissioner Scott gave an update on county activities. The commissioners authorized the transit to apply for a grant to purchase a bus. A resolution was approved for the medical examiners service proposal. The 911 re-assessment was approved. The county standards of conduct were approved. It was discovered that the county had no authority for certain ordinances that were on the books so those ordinances were repealed. The county reviewed and approved the annual audit. They are re-prioritizing projects that are funded with AARPA money. At the last road commission meeting, they reported spending approximately 67.5% of their winter budget with 60 inches of snow so far.

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

Director Neuhaus introduced several special events and activities the Chamber would like to do this summer. Including the 100-day celebration in September which might possibly include a beer tent and closing downtown off. Council discussed the idea and Chief Walters thought it would be good if the event could be run similar to Fabulous Fridays where the beer tent would be closed around 9:00 or 10:00 pm.

MOTION BY SHOWALTER, SECOND BY BENNETT TO APPROVE THE CHAMBERS SPECIAL EVENTS INCLUDING THE INDEPENDENCE DAY PARADE, OGEMAW COUNTY BUSINESS & COMMUNITY EXPO AND JOB FAIR, THE ORB GEOTOUR KICK OFF; ALSO SUPPORT FOR THE 100 YEAR CELEBRATION ACTIVITY PLANNING.

Yes — Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None

Absent – None

Motion carried

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

MOTION BY PUGH, SECOND BY JACKSON TO AWARD THE BID FOR THE M-30 PROPERTY WATER SYSTEM AND INFRASTRUCTURE UPGRADES TO J & N CONSTRUCTION FOR AN AMOUNT NOT TO EXCEED \$1,261,394.00.

Yes — Adair, Ben	nett, Frechette, Jackson, Pugh, Showalte	r, Zimmerman
No – None	Absent – None	Motion carried
	* * * * * * * * * * * * * * *	* * * *
MOTION BY BENI AMOUNT OF \$12	NETT, SECOND BY JACKSON, TO APPROV 0,003.37.	E PAYMENT OF THE BILLS IN THE
Yes —Adair, Ben	nett, Frechette, Jackson, Pugh, Showalte	r, Zimmerman
No – None	Absent – None	Motion carried
	* * * * * * * * * * * * * * *	* * * *
MOTION BY BENN MARIJUANA LICE HOUGHTON AVE.	NETT, SECOND BY ZIMMERMAN TO APPR NSE FROM RICHARD WING TO NICKOLAS	OVE THE TRANSFER OF THE CALKINS AT THE ADDRESS OF 518 E.
Yes — Adair, Benr	nett, Frechette, Jackson, Pugh, Showalter	r, Zimmerman
No – None	Absent – None	Motion carried
	* * * * * * * * * * * * * * * * * *	* * *
Council discussed the offe price and he is going to us this case a reversionary cla	r for the property in the industrial park. The the property for outdoor storage with nause doesn't make sense.	he offer was \$15,000 less than asking to concrete plans for developing it. In
MOTION BY FREC	HETTE, SECOND BY ZIMMERMAN TO DEN PARK.	IY THE OFFER ON THE PROPERTY IN
Yes —Adair, Benn	ett, Frechette, Jackson, Pugh, Showalter	, Zimmerman
No – None	Absent – None	Motion carried
	* * * * * * * * * * * * * *	* * *

MOTION BY ADAIR, SECOND BY JACKSON TO APPROVE THE MINUTES AND SUMMARY FROM THE REGULAR MEETING HELD MARCH 20, 2023.

Yes — Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – None Motion carried

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

MOTION BY SHOWALTER, SECOND BY FRECHETTE TO RECEIVE AND FILE THE TREASURER'S REPORT AND INVESTMENT SUMMARY; MINUTES FROM THE WWTPA MEETING HELD DECEMBER 20, 2022; MINUTES FROM THE DDA SPECIAL MEETINGS HELD JANUARY 17, 2023 AND FEBRUARY 6, 2023; AND MINUTES FROM THE BOARD OF REVIEW MARCH 2023 SESSION.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – None Motion carried

Communications shared included copies of letters sent from the NLC on behalf of the communities listed and a letter on the election changes coming to the State due to the passing of Proposal 2.

\* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* \*

Manager Dantzer asked council how they would like to approach discussing the budget.

MOTION BY FRECHETTE, SECOND BY JACKSON TO SCHEDULE A WORK SESSION TO DISCUSS FISCAL YEAR 2023/2024 BUDGET FOR APRIL 10, 2023 AT 6:00 PM.

Yes —Adair, Bennett, Frechette, Jackson, Pugh, Showalter, Zimmerman

No – None Absent – None Motion carried

Mayor Frechette adjourned the meeting at 6:43 pm.

SUMMARY OF THE REGULAR MEETING OF THE WEST BRANCH CITY COUNCIL HELD IN PERSON AND VIA VIDEO CONFERENCE IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET ON MONDAY, APRIL 3, 2023.

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

Present: Mayor Frechette, Council Members Adair, Bennett, Jackson, Pugh, Showalter, and Zimmerman.

#### Absent: None

Other officers present: Manager Dantzer, Clerk Clover, Treasurer Frechette, DPW Supervisor Killackey, Chief Walters, Commissioner Scott, Chamber Director Neuhaus, and City Realtor Yvonne DeRoso.

All stood for the Pledge of Allegiance.

Commissioner Scott gave an update.

Director Neuhaus spoke on several projects the Chambers has planned for the summer.

Council approved the Chambers special events including the Independence Day Parade, the Ogemaw County Business & Community Expo and Job Fair, and the ORB Geotour Kick Off. They also expressed support for the 100-year celebration in September.

Council awarded the bid for the M-30 property water system and infrastructure upgrades to J & N Construction not to exceed \$1,261,394.00

Council approved bills in the amount of \$120,003.37.

Council approved the transfer of the marijuana license from Richard Wing to Nickolas Calkins at 518 E. Houghton Ave.

Council denied the offer on the property in the industrial park.

Council approved the minutes and summary of minutes from the regular meeting held March 20, 2023.

The Treasurer's report and Investment Summary; minutes from the WWTPA meeting held December 20, 2022; minutes from the DDA's special meetings held January 17, 2023 and February 6, 2023; and minutes from the Board of Review March 2023 session were received and filed.

Communications were shared.

Council set a work session for April 10, 2023 at 6:00 pm to go over the 2023/2024 fiscal year budget.

Mayor Frechette adjourned the meeting at 6:43 pm.

WORK SESSION OF THE WEST BRANCH CITY COUNCIL HELD AT THE WEST BRANCH CITY HALL, 121 N. FOURTH ST. ON MONDAY, APRIL 10, 2023

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

Present: City Mayor Paul Frechette, Council Members Carol Adair, Joanne Bennett, Mike Jackson, Ellen Pugh, Rusty Showalter, and Cathy Zimmerman.

Absent: None

Other officers present: City Manager John Dantzer, City Clerk Lori Ann Clover, DPW Supervisor Mike Killackey, Chief Ken Walters, and WTP Supervisor Dan Robb.

All stood for the Pledge of Allegiance.

Council discussed the 2023-2024 draft budget. Several thoughts were discussed by members including the COLA raise for employees, medical premiums, technology, a new sign for City Hall, legal assistance, equipment, road construction, and marihuana and police revenues.

Work Session ended at 7:14 pm.

#### CASH SUMMARY BY BANK FOR WEST BRANCH FROM 07/01/2022 TO 04/30/2023

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Jser: JOHN

D. Mosthy	ranah City				
Jamla Carda		Beginning Balance	Total	Total	Ending Balance
Bank Code Bund	Description	07/01/2022	Debits	Credits	04/30/2023
SEN1 GEN	1 - GENERAL CHECKING				
101		842,567.93	1,866,731.23	1,631,677.82	1,077,621.34
150	CEMETERY PERPETUAL CARE	37,646.36	2,979.75	480.00	40,146.11
209	CEMETERY FUND	(1,021.07)	19,662.86	23,627.07	(4,985.28)
237	MARIJUANA FUND	0.00	3,000.00	0.00	3,000.00
243	BROWNFIELD REDEVELOPMENT AUTHORITY FU	999.95	18,964.95	17,999.95	1,964.95
243	DDA OPERATING FUND	230,761.90	142,896.02	47,020.99	326,636.93
240	INDUSTRIAL PARK FUND	6,182.06	0.00	3,368.79	2,813.27
	HOUSING RESOURCE FUND	178,892.60	6,245.89	61.51	185,076.98
276		21,912.84	289,677.34	88,328.29	223,261.89
318	SEWER DEBT FUND	60,372.43	65,858.16	6,629.21	119,601.38
319	WATER DEBT FUND	0.90	1.80	0.00	2.70
572	PLANT REPLACEMENT FUND (R&I)		479,505.86	502,723.64	296,836.47
590	SEWER FUND	320,054.25	428,263.90	262,896.20	863,438.09
591	WATER FUND	698,070.39		1,665,971.62	551,469.92
592	WATER REPLACEMENT FUND	542,992.54	1,674,449.00		272,249.87
593	SEWER COLLECTION	238,011.73	73,536.31	39,298.17	
561	EQUIPMENT FUND	37,047.45	153,839.75	211,196.58	(20,309.38)
704	PAYROLL CLEARING	(55,149.10)	945,441.50	865,231.73	25,060.67
705	IRONS PARK ENTERTAINMENT FUND	10,600.81	8,145.76	5,145.00	13,601.57
707	YOUTH SAFETY PROGRAM	15.00	100.00	0.00	115.00
	GEN1 - GENERAL CHECKING	3,169,958.97	6,179,300.08	5,371,656.57	3,977,602.48
M/IST MA	AJOR/ LOCAL STREETS				
202	MAJOR STREET FUND	664,559.53	243,603.12	204,090.22	704,072.43
203	LOCAL STREET FUND	339,591.70	79,282.79	36,018.91	382,855.58
203	LOCAL STREET FORD				
	MAJOR/ LOCAL STREETS	1,004,151.23	322,885.91	240,109.13	1,086,928.01
PAY PAYR	OLL				
704	PAYROLJ. CLEARING	55,149.00	869,130.59	885,628.71	38,650.88
	PAYROLL	55,149.00	869,130.59	885,628.71	38,650.88
CHEM SAV	VINCS				
101	CONTR	459,713.17	50.26	0.00	459,763.43
150	CEMETERY PERPETUAL CARE	1,683.45	1.37	0.00	1,684.82
251	INDUSTRIAL PARK FUND	245.16	0.32	0.00	245.48
571	COLLECTION REPLACEMENT FUND	0.65	0.00	0.00	0.65
	WATER FUND	26,422.68	6.10	0.00	26,428.78
591	WATER REPLACEMENT FUND	19,791.57	0.36	0.00	19,791.93
592		3,184.33	0.95	0.00	3,185.28
593	SEWER COLLECTION		15.47	0.00	103,558.35
561	EQUIPMENT FUND	103,542.88	15.17	0.00	105,550,55
	SAVINGS	614,583.89	74.83	0.00	614,658.72
ΓΑΧ ΤΑΧΕ			0.000.004.04	1 000 550 44	10 70/ 00
701	TAX AGENCY	10,304.65	3,223,001.01	3,222,579.44	10,726.22
	TAXES	10,304.65	3,223,001.01	3,222,579.44	10,726.22
	TOTAL - ALL FUNDS	4,854,147.74	10,594,392.42	9,719,973.85	5,728,566.31

# CASH SUMMARY BY ACCOUNT FOR WEST BRANCH FROM 04/01/2023 TO 04/30/2023

Page: 1/1

Ending

Balance

04/30/2023

100,000.00

150,306.70

250,306.70

112,499.74

113,500.06

		FUND: ALL FUNDS INVESTMENT ACCOUNTS		
Fund Account	Description	Beginning Balance 04/01/2023	Total Debits	Total Credits
Fund 101 004.300 004.400	CERTIFICATE OF DEPOSIT A CERTIFICATE OF DEPOSIT B	100,000.00 150,306.70	0.00 0.00	0.00 0.00
Fund 150 C 004.300	EMETERY PERPETUAL CARE CERTIFICATE OF DEPOSIT C	250,306.70 112,499.74	0.00	0.00
004.400	CERTIFICATE OF DEPOSIT D	<u> </u>	0.00	0.00

	CENCERDY DEDDEMULT CADE				· · · · · · · · · · · · · · · · · · ·
	CEMETERY PERPETUAL CARE	225,999.80	0.00	0.00	225,999.80
Fund 251 I 004.300 004.400	NDUSTRIAL PARK FUND CERTIFICATE OF DEPOSIT A CERTIFICATE OF DEPOSIT B	100,000.00 25,050.19	0.00 0.00	0.00 0.00	100,000.00 25,050.19
	INDUSTRIAL PARK FUND	125,050.19	0.00	0.00	125,050.19
Fund 661 E 004.300 004.400	QUIPMENT FUND CERTIFICATE OF DEPOSIT A CERTIFICATE OF DEPOSIT B	150,000.00 100,200.75	0.00 0.00	0.00 0.00	150,000.00 100,200.75
	EQUIPMENT FUND	250,200.75	0.00	0.00	250,200.75
	TOTAL - ALL FUNDS	851,557.44	0.00	0.00	851,557.44



# **West Branch Police Department**

Chief Kenneth W. Walters 130 Page St. West Branch, Michigan 48661 Phone: 989-345-2627 Fax: 989-345-0083 E-mail: police@westbranch.com

4/3/2023

Honorable Mayor and Council,

This is the March month end report. For the month of March, the department handled 124 Law Enforcement complaints and further had 4 ordinance violation contacts.

The department made 8 Felony / High Misdemeanor Arrests. The majority being for Domestic Assault.

At the beginning of March, I had attended a West Branch / Rose City School Board meeting. Unfortunately, they are on the same date and time as our council meetings. At least quarterly, I like to attend one of their meetings to keep the channels open on their partnership regarding the SRO position. I am pleased to report that they are extremely happy with our SRO and current partnership with the City and Police Department.

Respectfully,

Chief Kenneth W. Walters

# West Branch Police Dept. -- (989) 345-2627

04/03/2023 01:04 PM

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<b>Report Criteria:</b>			-	
Start Offense	End Offense	Officer		
01000	99009	ALL		
MARCH2023	TOTAL2023	TOTAL2022	TOTAL2021	
03/01/2023-03/31/2023	01/01/2023-03/31/2023	01/01/2022-12/31/2022	01/01/2021-12/31/2021	

**Offense Count Report** 

Offense	Description	MARCH202 TOT	TAL2023 TO	ГAL2022 TO1	FAL2021
11001	SEXUAL PENETR'N PENIS/VAGINA CSC1	0	0	1	1
11007	SEXUAL CONTACT FORCIBLE CSC2	1	1	1	0
11008	SEXUAL CONTACT FORCIBLE CSC4	0	0	1	1
13001	NONAGGRAVATED ASSAULT	0	7	19	19
13002	AGGRAVATED/FELONIOUS ASSAULT	0	0	2	4
13003	INTIMIDATION/STALKING	0	0	3	2
22001	BURGLARY - FORCED ENTRY	0	0	1	1
22002	BURGLARY - ENTRY W/OUT FORCE(INTENT	0	0	0	1
22003	BURGLARY - UNLAWFUL ENTRY (NO INTENT	0	0	3	0
23002	LARCENY - PURSE SNATCHING	0	0	0	2
23003	LARCENY - THEFT FROM BUILDING	0	0	1	2
23005	LARCENY - THEFT FROM MOTOR VEHICLE	0	0	3	9
23007	LARCENY - OTHER	1	4	9	8
24001	MOTOR VEHICLE THEFT	0	0	1	1
25000	FORGERY/COUNTERFEITING	0	0	1	1
26002	FRAUD - CREDIT CARD/ATM	0	0	1	1
26003	FRAUD - IMPERSONATION	0	0	1	
26005	FRAUD - WIRE	0	0	0	1
26006	FRAUD - BAD CHECKS	1	1	2	
26007	FRAUD - IDENTITY THEFT	1	2	4	0
27000	EMBEZZLEMENT	0	0	3	0
28000	STOLEN PROPERTY	0	0	1	0
29000	DAMAGE TO PROPERTY	2	4	12	15
30002	RETAIL FRAUD - THEFT	0	0	1	0
35001	VIOLATION OF CONTROLLED SUBSTANCE	0	0	9	4
36004	SEX OFFENSE - OTHER	0	0	0	3
38001	FAMILY - ABUSE/NEGLECT NONVIOLENT		1	0	2
38003	FAMILY - OTHER	0	0	0	1
41002	LIQUOR VIOLATIONS - OTHER	0	0	1	1
42000	DRUNKENNESS	0	0	0	1
48000	OBSTRUCTING POLICE	0	0	2	5
19000	ESCAPE/FLIGHT	0	0	1	0
50000	OBSTRUCTING JUSTICE	10	15	37	29
52001	WEAPONS OFFENSE - CONCEALED	0	0	57	
52003	WEAPONS OFFENSE - OTHER	0	0	0	0
53001	DISORDERLY CONDUCT	0	0	0	
54002	OUIL OR OUID	0	2	13	1 4
54003	DRIVING LAW VIOLATIONS	Ĭ	6	46	4
55000	HEALTH AND SAFETY	1	1	40	0
57001	TRESPASS	2	7	14	21
70000	JUVENILE RUNAWAY	0	0	6	0
70001	Incorrigible	0	0	1	0
70003	Juvenile Truancy	0	2	0	0
70004	Juvenile Issues	2	2	1	3
72000	ANIMAL CRUELTY	0	0	1	0
73000	MISCELLANEOUS CRIMINAL OFFENSE	0	5	2	
75000	SOLICITATION	0	0	1	4

# West Branch Police Dept. - (989) 345-2627

## Page: 2

Start Offense	End Offense	Officer		
01000	99009	ALL		
MARCH2023	TOTAL2023	TOTAL2022	TOTAL2021	
03/01/2023-03/31/2023	01/01/2023-03/31/2023	01/01/2022-12/31/2022	01/01/2021-12/31/2021	

**Offense Count Report** 

Offense	Description	MARCH202 TO	<b>TAL2023 TO</b>	TAL2022 TO	TAL2021	
90001	Vehicle Lockouts	7	28	69	88	
0002	Motorist Assists	1	1	9	15	
0003	Assist E.M.S.	12	28	108	120	
0005	City Ordinance Violations	3	5	7	29	
0006	Prisoner Transports	0	0	1	0	
0007	Parking Complaints	0	0	2	4	
8000	ANIMAL COMPLAINTS	0	1	12	13	
1001	Delinquent Minors	0	1	8	15	
1002	Runaway	0	0	1	2	
1003	K-9 Assists	0	0	16	7	
1004	Abandoned Vehicle	0	0	3	2	
2003	Walk Away (Ment. & Host.)	1	1	4	5	
2004	Insanity	0	4	23	30	
2005	MIP Civil	6	11	1	0	
3001	PROPERTY DAMAGE ACCIDENT/PI	4	16	54	51	
3002	Accident, Non-Traffic	2	8	26	32	
3003	Civil Traffic Violations	0	0	1	0	
3004	Parking Violations	0	0	1		
3006	Traffic Policing	0	0	5	21	
3007	Traffic Safety Public Relations	0	1	11	35	
3008	Inspections/Investigations -Breathalyzer	0	0	0	1	
4001	Valid Alarm Activations	0	0	0	3	
4002	False Alarm Activations	4	21	81	63	
5001	Accident, Fire	0	0	3	1	
5003	Inspection, Fire	0	0	1	3	
5004	Hazardous Condition	0	0	1	6	
7001	Accident, Traffic	0	0	1	0	
7003	Accident, Other Shooting	0	0	1	0	
7006	Accident, All Other	0	0	0	2	
8002	Inspections/Investigations -Motor Vehicles	- 1	1	1	0	
8003	Inspections/Investigations -Property	0	0	1	7	
8004	Inspections/Investigations -Other	2	4	27	7	
8006	Civil Matters/Family Disputes	3	12	47	88	
8007	Suspicious Situations/Subjects	14	33	109	178	
8008	Lost/Found Property	1	2	13	13	
8009	Inspections/Investigations -Drug Overdose	0	0	2	3	
9002	Natural Death	0	2	5	5	
9007	PR Activities	1		14	4	
9008	General Assistance	36	85	384	283	
9009	General Non-Criminal	3	6	36	35	

## **Report Criteria:**

CODE ENFORCEMENT 2023:				
Address	Date	Offense	Action Taken / Comments	Officer
140 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	V
242 State Street	1/3/2023	City Charter Violation	Sidewaik cleared/ Closed J	AL
306 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed 1	A
340 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	V
372 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	<b>A</b> L
376 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	Y
406 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	V
426 State Street	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	V
325 Fairview Road	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	
317 Fairview Road	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	×
295 Fairview Road	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed IA	4
443 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	C
435 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	
412 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed	
411 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	
403 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	
335 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	
410 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	
440 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	
444 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed 1A	
124 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	
400 E Houghton Ave	1/3/2023	City Charter Violation	Sidewalk cleared/ Closed JA	
	2/18/2023	City Charter Violation		
	3/4/2023 3/29/2023	City Charter Violation City Charter Violation	Snow Violation/ Sidewalk/ Ongoing- City Manager Notified JA Sidewalk cleared/ Closed JA	
419 N 3rd Street	1/10/2023	Bilght- Trash Complaint	Trash brought into City limits for pickup/ Photos taken/ Advised was not allowed	
				]

607 S Valley Street (Update)	1/12/2023	Dangerous / Unsafe Building	Ernail received- another contractor coming to give bid on exterior repair this coming week.	¥
394 N 2nd Street (Update)	1/17/2023	Dangerous / Unsafe Building	Property sold- Notice/ CAP sent to new owner.	AL
	2/28/2023	Dangerous / Unsafe Building	Received CAP from the owner	M
419 N 3rd Street (Update)	1/20/2023	Blight- Trash Complaint	Trashed removed/ Closed	VI
115 Sidney Street (Update)	1/20/2023	Bilght- Trash Complaint	Trashed removed/ Closed	۲ſ
110 E Houghton Ave	1/31/2023	City Charter Violation	Snow Violation/ Sidewalk- Notice mailed	V
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	<u> </u>
307 E Houghton Ave	1/31/2023	City Charter Violation	Snow Violation/ Sidewaik- Notice mailed	PL
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	¥.
105 W Houghton Ave	1/31/2023	City Charter Violation	Snow Violation/ Sidewalk- Notice mailed	A
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	4
140 State Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	Ą
372 State Street	2/7/2023	City Charter Violation	Show Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	AL
376 State Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	۲ſ
406 State Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	Y
426 State Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	M
295 Fairview Road	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	<b>P</b>
317 Fairview Road	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	٩ſ
325 Fairview Road	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	<b>A</b> L
279 N Burgess Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	AL
284 N Burgess Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	P
335 E Houghton Ave	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Previously noticed on 12/28/2022- City Hall advised.	٩ſ
234 N 1st Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Notice mailed	AL
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	٩ſ
240 N 1st Street	2/7/2023	City Charter Violation	Snow Violation/ Sidewalk- Notice mailed	<b>I</b>
	2/17/2023	City Charter Violation	Sidewalk cleared/ Closed	<b>V</b>
720 Annie Street	2/22/2023	Blight- Trash Complaint	Reported Trash and furniture in the yard. Checked, reproted items set out for trash pickup- No violation/ Closed	4
City of West Branch	3/4/3023	Prohibited Signs	Business signs on utility poles/ Rightaway- Called/ No answer/ No return call/	٩
	3/14/2023	Prohibited Signs	Sent notice Signs removed/ Closed	

				Γ
243 N Burgess Street	3/29/2023	Trash Complaint	Accumulation of trash/ Photos taken/ Notice sent	
		11.		
	Lieutenant Joseph Adam		Jate: 7-77-7023	
	West Branch Police Department	Intment		

Ogemaw County Land Bank Authority Meeting Minutes 03/01/2023

Caren Piglowski called the meeting to order at 11:02 a.m. Present: Caren Piglowski, Scott Bell, John Dantzer, Alan Bruder, Cindy Rosebrugh, Liz Steinhurst and Denise Simmons. All recited The Pledge of Allegiance to the American Flag.

Committee meeting minutes of 02/08/2023 were reviewed. Motion by Scott Bell, support by Alan Bruder to approve the minutes. Ayes - all, motion approved.

Caren Piglowski presented the current financial activity report.

The status of the Blight Elimination Grant was discussed. The grant application has been pulled from the 1<sup>st</sup> round application process due to the lack of signed purchase agreements for the properties listed in the application. The LBA board discussed the property list submitted in the grant application. A new priority list of properties was discussed and purchase offer letters will be mailed to those owners. Caren Piglowski to mail the four letters already prepared and Denise Simmons to mail the additional letters. Round 2 grant application funds remain guaranteed. The LBA will submit an application for round 2 grant funds.

The contract with LeeAnn Fischer for grant administrative services has not been signed as the required insurance coverage documents have not been provided as of today.

Discussion regarding the election of officers. Motion by John Dantzer, support by Scott Bell to elect Sue Delahanty as Vice- Chairperson and Caren Piglowski to continue Secretary and Treasurer duties. Ayes all, motion approved.

Caren Piglowski presented a suggested budget for approval. Motion by Scott Bell, support by John Dantzer to adopt the budget as presented. Ayes - all, motion approved. Caren Piglowski to send copy of the budget to the County Administrator for Ogemaw County Board approval.

The Land Bank By-Laws were reviewed and discussed. A first draft of suggested changes was noted and Denise Simmons will process changes.

Motion to adjourn by Liz Steinhurst, support by John Dantzer, Ayes - all. Motion approved

Next meeting scheduled for April 12, 2023 at 11:00 a.m.

Meeting adjourned 11:46 a.m.

Minutes prepared by Caren Piglowski

REGULAR MEETING OF THE WEST BRANCH PLANNING COMMISSION HELD IN THE COUNCIL CHAMBERS OF CITY HALL, 121 NORTH FOURTH STREET, ON TUESDAY, MARCH 14, 2023.

Vice-Chairperson Bob David called the meeting to order at 6:00 p.m.

Present: Bob David, Josh Erickson, Kara Fachting, Mike Jackson, and Rusty Showalter.

Absent: Yvonne DeRoso and Cori Lucynski.

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

\*\*\*\*\*\*\*\*\*

All stood for the Pledge of Allegiance.

MOTION BY SHOWALTER SECOND BY FACHTING, TO APPROVE THE MINUTES FROM THE MEETING HELD FEBRUARY 21, 2023.

Yes — David, Erickson, Fachting, Jackson, Showalter

No – None Absent – DeRoso, Lucynski Motion carried

MOTION BY JACKSON, SECOND BY DAVID, TO EXCUSE MEMBERS LUCYNSKI AND DEROSO FROM THE MEETING AND TO EXCUSE MEMBER FACHTING FROM THE FEBRUARY 21 MEETING.

Yes — David, Erickson, Fachting, Jackson, Showalter

No – None Absent –DeRoso, Lucynski Motion carried

MOTION BY JACKSON, SECOND BY ERICKSON, TO APPROVE THE 2022 ANNUAL REPORT AS PRESENTED.

Yes — David, Erickson, Fachting, Jackson, Showalter

No – None	Absent –DeRoso, Lucynski	Motion carried
	* * * * * * * * * * * * * * * * * * * *	

Member David noted how nice the new Ace Hardware signs looked.

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Vice-Chairperson David closed the meeting at 6:26 pm

## CITY OF WEST BRANCH CITY COUNCIL MEETING APRIL 17, 2023

PLEASE TAKE NOTICE that the West Branch City Council meeting scheduled for Monday, April 17, 2023 at 6:00 pm will be conducted both in person and virtually (online and/or by phone), due to health concerns surrounding Coronavirus/COVID-19 pandemic.

Public comment will be handled by the "Raise Hand" method as instructed below within Participant Controls.

To comply with the Americans with Disabilities Act (ADA), any citizen requesting accommodation to attend this meeting, and/or to obtain this notice in alternate formats, please contact the City Clerk by phone at (989) 345-0500 from 8:00 am-4:30 pm Monday- Friday or by email at clerk@westbranch.com, at least five business days prior to the meeting.

## **Zoom Instructions for Participants**

To join the conference by phone:

- 1. On your phone, dial the teleconferencing number provided below.
- 2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DTMF) keypad.

#### Before a videoconference:

- 1. You will need a computer, tablet, or smartphone with speaker or headphones. You will have the opportunity to check your audio immediately upon joining a meeting.
- 2. Details, phone numbers, and links to videoconference or conference call is provided below. The details include a link to "Join via computer" as well as phone numbers for a conference call option. It will also include the 9-digit Meeting ID.

To join the videoconference:

- 2. At the start time of your meeting, enter the link to **join via computer**. You may be instructed to download the Zoom application.
- 3. You have an opportunity to test your audio at this point by clicking on "Test Computer Audio." Once you are satisfied that your audio works, click on "Join audio by computer."

You may also join a meeting without the link by going to join.zoom.us on any browser and entering the Meeting ID provided below.

If you are having trouble hearing the meeting, you can join via telephone while remaining on the video conference:

- 1. On your phone, dial the teleconferencing number provided below.
- 2. Enter the **Meeting ID number** (also provided below) when prompted using your touchtone (DTMF) keypad.
- 3. If you have already joined the meeting via computer, you will have the option to enter your 2digit participant ID to be associated with your computer.

Participant controls in the lower left corner of the Zoom screen:



Using the icons in the lower left corner of the Zoom screen, you can:

- Mute/Unmute your microphone (far left)
- Turn on/off camera ("Start/Stop Video")
- Invite other participants
- View Participant list opens a pop-out screen that includes a "Raise Hand" icon that you may use to raise a virtual hand during Call to the Public
- Change your screen name that is seen in the participant list and video window
- Share your screen

Somewhere (usually upper right corner on your computer screen) on your Zoom screen you will also see a choice to toggle between "speaker" and "gallery" view. "Speaker view" shows the active speaker. "Gallery view" tiles all of the meeting participants.

#### **Meeting Information:**

Topic: West Branch City Council Zoom Meeting Time: Apr 17, 2023 06:00 PM Eastern Time (US and Canada)

Join Zoom Meeting https://us02web.zoom.us/j/87661047045?pwd=eUZ2NEpmbWhlWFluclpCRGdMNFFGUT09

Meeting ID: 876 6104 7045 Passcode: 588341 One tap mobile +13126266799,,87661047045#,,,,\*588341# US (Chicago) +16465588656,,87661047045#,,,,\*588341# US (New York)

Dial by your location +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 646 931 3860 US +1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 669 444 9171 US +1 669 900 9128 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US Meeting 1D: 876 6104 7045 Passcode: 588341 Find your local number: https://us02web.zoom.us/u/kbPnBdYygu