



MARSHALL CITY COUNCIL AGENDA

Monday – 7:00 P.M.

September 20, 2021

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION** – Scott Loughrige, Cross Roads Church & Ministries
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA** – Items can be added or deleted from the Agenda by Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS** – Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 7) **CONSENT AGENDA**

A. Obsolete Property Rehabilitation (OPRA) District

City Council will consider the recommendation to schedule a public hearing for Monday, October 4, 2021 to consider adoption of the resolution which would create an OPRA district for the property at 105 West Michigan Avenue.

B. Dial-A-Ride Bus Purchase

City Council will consider the recommendation to approve the purchase of a new DART bus from Hoekstra Transportation in an amount not to exceed \$87,867.00.

C. Motorpool Purchase – Police M5 Replacement

City Council will consider the recommendation to approve the purchase of (1) Ford Explorer-Interceptor for a total of \$40,777 from Gorno Ford, Woodhaven, MI, who is the MiDeal awarded dealership.

D. METRO Act Permit Application – ACD.net

City Council will consider the recommendation to approve the METRO Act Unilateral Permit, in substantial form, for ACD.net for a period of five years.

E. City Council Minutes

Regular Session..... Monday, August 16, 2021
 Special Session Monday, August 30, 2021

F. City Bills

Regular Purchases \$ 54,025.26
 Regular Purchases \$208,952.66
 Purchased Power..... \$993,468.33
 Weekly Purchases –8/13/21..... \$ 828,216.52
 Weekly Purchases –8/20/21..... \$ 22,575.32
 Weekly Purchases –8/27/21..... \$ 761,466.84

Mayor:

Joe Caron

Council Members:

Ward 1 - Scott Wolfersberger

Ward 2 - Jim Schwartz

Ward 3 - Jacob Gates

Ward 4 - Jen Rice

Ward 5 - Ryan Underhill

At-Large - Ryan Traver



Weekly Purchases –9/03/21.....	\$ 92,472.75
Weekly Purchases –9/10/21.....	\$ 330,007.97
Total.....	\$ 3,291,185.65

8) PRESENTATIONS AND RECOGNITIONS

A. Introduction of Police Officers and Firefighters

9) INFORMATIONAL ITEMS

A. Event Report – Skeleton Fest

10) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

11) OLD BUSINESS

12) REPORTS AND RECOMMENDATIONS

A. Special Land Use #SLU21.02 for 205 W. Oliver Drive

City Council will consider the recommendation to approve the Special Land Use Application #SLU21.02 for Gen Two Solution at 205 W. Oliver Drive for a Marihuana Grow Facility.

B. Michigan Gas Utility Easement

City Council will consider the recommendation to approve the additional easements for parcel 15-311-015-00, in substantial form, and authorize the City Clerk to sign the documents.

13) APPOINTMENTS / ELECTIONS

A. Downtown Development Authority/Local Development Finance Authority

City Council will consider the recommendation to approve the reappointment of Mike Beck and Jason LaForge to the DDA/LDFA with terms expiring September 15, 2025.

B. South Neighborhood Improvement Authority Board

City Council will consider the recommendation to approve the reappointment of Lucy Blair to the South NIA with a term expiring December 31, 2024.

C. Northeast Neighborhood Improvement Authority Board

City Council will consider the recommendation to approve the reappointment of Lucy Blair and David DeGraw to the Northeast NIA with terms expiring December 31, 2024.

D. Airport Board

City Council will consider the recommendation to approve the reappointment of Steve Buller to the Airport Board with a term expiring October 1, 2024.

E. Parks and Recreation Board

City Council will consider the recommendation to approve the reappointment of Gerald Underhill to the Parks and Recreation Board with a term expiring July 1, 2024.



14) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

15) COUNCIL AND MANAGER COMMUNICATIONS

16) CLOSED SESSION

- A. Pursuant to section 8(e) of the Open Meetings Act, to consult with the City Attorney regarding trial or settlement strategy in connection with specific pending litigation, being *Norfolk Homes v City of Marshall et. al.*, No. 21-2218-CH, as open session would have a detrimental financial effect on the litigating or settlement position of the public body.

- B. Pursuant to section 8(h) of the Open Meetings Act, to consider material exempt from disclosure by state statute, section 13(1)(g) of the Freedom of Information Act: Confidential Attorney-Client Written Communications dated **September 20, 2021**, re: Marshall House.

17) ADJOURNMENT

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", written in a cursive style.

Tom Tarkiewicz
City Manager

September 20, 2021

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Administrative Report
September 20, 2021 – City Council Meeting

REPORT TO: Honorable Mayor and City Council Members

FROM: Eric Zuzga, Director of Community Services
Tom Tarkiewicz, City Manager
William Dopp III, Deputy Finance Director

SUBJECT: Obsolete Property Rehabilitation (OPRA) District
Establishment of a Public Hearing

BACKGROUND: The City has received a request from Mark Walker and Lori Zettell to consider approval of an OPRA to assist in the redevelopment of the second floor of the former Garden Theatre building, located at 105 West Michigan Avenue. The approval of the OPRA would assist in the creation of two (2) apartments.

OPRA is a tool created by the legislature in 2000, to encourage the redevelopment of blighted structures. It works by freezing the taxable value of a property for a period of up to twelve (12) years. Freezing the taxable value of a property provides an incentive for a property owner to make significant improvements to a building without incurring an increase in property taxes for the period approved by the City.

RECOMMENDATION: It is recommended that a public hearing be scheduled for October 4, 2021 to consider adoption of the attached resolution which would create an OPRA district for the property at 105 West Michigan Avenue.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Eric Zuzga
Director of Community
Services

Tom Tarkiewicz
City Manager

William Dopp
Deputy Finance
Director

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

F 269.781.3835

cityofmarshall.com



**CITY OF MARSHALL, MICHIGAN
RESOLUTION 2021-**

Resolution to create an Obsolete Property Rehabilitation (OPRA) District at 105 West Michigan Avenue

Minutes of a regular meeting of the Council of the City of Marshall, held on October 4, 2021, at Marshall City Hall in Marshall, MI at 7:00 PM.

PRESENT:

ABSENT:

The following preamble and resolution were offered by _____, and supported by _____.

WHEREAS, pursuant to PA 146 of 2000, the City of Marshall has the authority to establish "Obsolete Property Rehabilitation Districts" within the City of Marshall; and

WHEREAS, Mark Walker and Lori Zettel have filed a written request with the City of Marshall requesting the establishment of the Obsolete Property Rehabilitation District for a building at 105 West Michigan Avenue located in the City of Marshall hereinafter described; and

WHEREAS, the City Council of the City of Marshall determined that the district meets the requirements set forth in section 3(1) of PA 146 of 2000; and

WHEREAS, written notice has been given by mail to all owners of real property located within the proposed district and to the public by newspaper advertisement in the Marshall Advisor and/or by public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on October 4, 2021 a public hearing was held and all residents and taxpayers of the City of Marshall were afforded an opportunity to be heard thereon; and

WHEREAS, the City Council deems it to be in the public interest of the City of Marshall to establish the Obsolete Property Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marshall that the following described parcel of land situated in the City of Marshall, Calhoun, and State of Michigan, to wit:

MARSHALL CITY, UPPER VILLAGE W 52 FT OF LOTS 5 & 6 LYING N OF ALLEY.

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Parcel #53-001-006-00
Commonly known as 105 West Michigan Avenue

be and here is established as an Obsolete Property Rehabilitation District pursuant to the provisions of PA 146 of 2000 to be known as 105 West Michigan Avenue Obsolete Property Rehabilitation District No. 1.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED.

I, Trisha Nelson, being duly sworn as the City Clerk of the City of Marshall, hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Marshall, County of Calhoun, State of Michigan at a regular meeting held on October 4, 2021 and that said meeting was conducted and that the minutes of said meeting were kept and will be or have been made available.

Trisha Nelson
City Clerk



ADMINISTRATIVE REPORT
September 20, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Paul LaRose, MDOT Liaison
Marguerite Davenport, Dir of Public Services
Tom Tarkiewicz, City Manager

SUBJECT: Dial-A-Ride New Bus Purchase

BACKGROUND: The City of Marshall has available funding from the State of Michigan in the form of a Project Authorization. There is funding from PA 2017-0091 P12 in the amount of \$87,867.00. This request is for the purchase of a new bus to replace our current bus #15 which has met replacement criteria as determined by MDOT.

We are requesting authorization from Council to enter into a purchase agreement with Hoekstra Transportation to purchase a new bus. Hoekstra Transportation is a MDOT preferred vendor.

The new bus will be a 23-foot, El Dorado National Light Duty Cutaway. It will use unleaded fuel, and seat 16 ambulatory passengers or 4 ambulatory passengers plus 2 wheelchairs. The color of the bus will be white and will be practically identical to our current bus fleet. The expected delivery date is the spring of 2022.

RECOMMENDATION: Staff recommends that Council approve the purchase of a new DART bus from Hoekstra Transportation in an amount not to exceed \$87,867.00.

FISCAL EFFECTS: The purchase of the new bus is fully funded through the project authorization. The City of Marshall will have to pay for the bus and then seek reimbursement from the State. The bus will be purchased out of the DART-Capital Outlay account 588-538-970.00.

ALTERNATIVES: As suggested by Council

Respectfully submitted,

Tom Tarkiewicz
City Manager

Marguerite Davenport
Director of Public Services

Paul LaRose
MDOT Liaison

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ADMINISTRATIVE REPORT
SEPTEMBER 20, 2021 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Marguerite Davenport, Director of Public Services
Phil Smith, DPW Superintendent
Christy Ramey, Purchasing Agent
Tom Tarkiewicz, City Manager

SUBJECT: Motor Pool Purchases – Police M5 Replacement (#1012)

BACKGROUND: As part of the city's Fiscal Year 2022 Motor Pool Capital Improvement Plan, several vehicles are scheduled for replacement. The first to be addressed this fiscal year is Police vehicle M5, a 2017 Ford Explorer with 104,000 miles. The Motor Pool staff and Police staff worked last year to study the use of hybrid engines for fuel savings. The proposed replacement is a 2022 Ford Explorer Interceptor with a hybrid engine. Factory installed lights, sirens, and special tail lamps will now be under warranty versus having them installed aftermarket with no warranty.

The Motor Pool capital budget included \$30,327 and the general fund capital budget included \$33,000 toward the replacement and change over of equipment for this vehicle. Staff have coordinated the installation of some change over equipment at the factory resulting in a purchase price \$40,777 from Gorno Ford of Woodhaven, Michigan.

Due to low vehicle inventory, the 2021 MiDeal contract is being prematurely ended. The state of Michigan is re-bidding the contract in October. Therefore, Gorno Ford, the selected 2021 MiDeal vendor, has the opportunity to still place orders under the existing contract. The MiDeal 2022 contract is not expected to be awarded until November. For these reasons, the vehicle is being purchased through Gorno Ford with guaranteed delivery within six months. After delivery of the vehicle, the Police Department will have \$22,550 to complete the equipment buildout.

RECOMMENDATION: It is recommended that the Council approve the purchase of (1) Ford Explorer – Interceptor for a total of \$40,777 from Gorno Ford, Woodhaven, Michigan who is the MiDeal awarded dealership.

FISCAL EFFECTS: The vehicle is budgeted for purchase from Motor Pool Capital Outlay line item 661-898-970.00 and the equipment is budgeted out of the General Fund Capital Outlay line item 101-900-970.00.

CITY GOAL CLASSIFICATION: GOAL AREA 3. INFRASTRUCTURE AND CITY SERVICES

Goal Statement: Preserve, rehabilitate, maintain and expand city infrastructure and assets.

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ALTERNATIVES:

As suggested by Council.

Respectfully submitted,



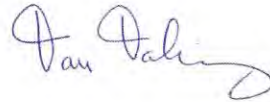
Marguerite Davenport
Director of Public Services



Phil Smith
DPW Superintendent



Christy Ramey
Purchasing Agent



Tom Tarkiewicz
City Manager



**ADMINISTRATIVE REPORT
SEPTMEBER 20, 2021 - CITY COUNCIL MEETING**

TO: Honorable Mayor and City Council
FROM: Marguerite Davenport, Director of Public Services
Tom Tarkiewicz, City Manager
SUBJECT: METRO ACT Application ACD.net

BACKGROUND: Pursuant to Public Act 48 of 2002, the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act), KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc. has requested access to and on-going use of public ways within the City of Marshall.

The required application, fee, and supporting documentation has been properly submitted. It is their intent to provide facilities for fiber optic cable within Marshall. Specifically, a project area of Industrial Road, S Kalamazoo, W Hughes Street, and Homer Road was submitted as part of this application. The submitted bilateral form outlines the roles and responsibilities of the applicant and municipality.

RECOMMENDATION: It is recommended that City Council approve the attached METRO Act Unilateral Permit, in substantial form, for ACD.net for a period of five years.

FISCAL EFFECTS: 100% of fees collected by the State of Michigan’s Public Service Commission will be distributed back to the City of Marshall for use on certain “rights-of-way related purposes” per PA48 of 2002.

CITY GOAL CLASSIFICATION: GOAL AREA I. Economic Development

Goal Statement: Sustain and intensify the economic vitality of the Marshall area.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

Marguerite Davenport
Director of Public Services

Tom Tarkiewicz
City Manager

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METRO Act Permit
Bilateral Form
Revised 12/06/02

RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean KEPS Technologies, Inc. dba ACD.net organized under the laws of the State of Michigan whose address is 1800 North Grand River Ave, Lansing, MI 48906.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's City Manager or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean City of Marshall a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlashing. Company shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:
- 3.1.1 The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Kevin Schoen. 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3250 Fax:(517)999-3993 Email: schoen.kevin@acd.net.
- 3.1.2 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Phil Brown 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-3213 Fax: (517)999-3993 Email: brown.phil@acd.net.

- 3.1.3 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
 - 3.1.4 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Steve Schoen, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)449-2456 Fax: (517)999-3993 Email: schoen.steve@acd.net.
 - 3.1.5 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency is (517)999-9999 (option #1).
 - 3.1.6 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
 - 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
 - 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.
- 4 Use of Public Right-of-Way
- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole

expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and

the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of

its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
- 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
- 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
- 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, City of Marshall MI 323 W. Michigan Ave. Marshall, MI 49068

12.1.2 If to Company, to Kevin Schoen, KEPS Technologies Inc. dba ACD.net, 1800 N. Grand River Avenue, Lansing, Michigan 48906. Phone: (517)999-9999 Fax: (517)999-3993 Email: schoen.kevin@acd.net.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

Attest:
By: _____
Clerk

MARSHALL MI

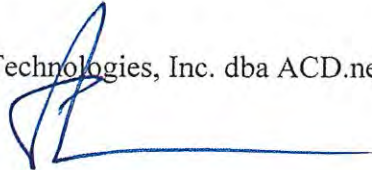
By: _____

Its: _____

Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

KEPS Technologies, Inc. dba ACD.net

By:  _____

Its: V.P. Steve Schoen _____

Date: 09/14/2021 _____

\\ODMA\PCDOCS\GRR\759319\6

Exhibit A

-14-

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond

**METRO Act Permit Application Form
Revised February 2, 2015**

City of Marshall MI
Name of Local Unit of Government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120**

BY

**KEPS Technologies Inc. dba ACD.net and ACD Telecom, Inc.
("APPLICANT")**

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-284-8190 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707---,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at 323 W. Michigan Ave. Marshall, MI 49068.

City of Marshall MI

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

By

**KEPS Technologies Inc, dba ACD.net
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1 GENERAL INFORMATION:

1.1 Date: 07/28/2021

1.2 Applicant's legal name: KEPS Technologies Inc, dba ACD.net
Mailing Address: ACD.net
1800 N. Grand River Ave.
Lansing, MI 48906

Telephone Number: 517-999-9999

Fax Number: 517-999-3993

Corporate website: http://www.acd.net

Name and title of Applicant's local manager (and if different) contact person regarding this application:

Shirley Yohnka

Mailing Address: ACD.net

1800 N. Grand River Ave.

Lansing, MI 48906

Telephone Number: 517-999-3240

Fax Number: 517-999-3993
E-mail Address: yohnka.shirley@acd.net

1.3 Type of Entity: (Check one of the following)

- Corporation
 General Partnership
 Limited Partnership
 Limited Liability Company
 Individual
 Other: please describe: _____

1.4 Assumed name for doing business, if any: ACD.net

1.5 Description of Entity: Competitive Local Exchange Carrier

1.5.1 Jurisdiction of incorporation/formation; Michigan

1.5.2 Date of incorporation/formation; 1987

1.5.3 If a subsidiary, name of ultimate parent company;

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

CEO, Kevin Schoen

President, Steve Schoen

CFO, David Sunden

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. See Exhibit A.

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; No

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.

2 DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

A copy of the "Basic Local Exchange Service License" is attached labeled as Exhibit B.

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

We propose to build a fiber optic line that would connect our end users to a high speed telecommunications network.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Route maps are attached as Exhibit C.

2.4 Please provide an anticipated or actual construction schedule.

We would like to start this project no later than Summer 2021. Final determination will be dependent on permit issuance and weather. Construction will take about 3 months.

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

KEPS Technologies, Inc. is the sole owner of any equipment or fiber that we install to connect to the network.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

KEPS Technologies, Inc. or their appointee's will perform any maintenance needed.

3 TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;
1800 N. Grand River Ave., Lansing, MI 48906

3.2 Location of all records and engineering drawings, if not at local office;
1800 N. Grand River Ave., Lansing, MI 48906

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system

Phil Brown, OSP Engineer, brown.phil@acd.net, 517-999-3213

1800 North Grand River Ave., Lansing, MI 48906

Quality Control of Outside Plant Engineering and Engineered drawings

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

See Exhibit D

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

BRE Communications Inc., 9329 N. Cut Rd, Roscommon, MI 48653

Double K Underground, 9219 Holland Rd, Six Lakes, MI 48886

Ken Davidson Enterprises, 3195 Christy Way, Suite B, Saginaw, MI 48603

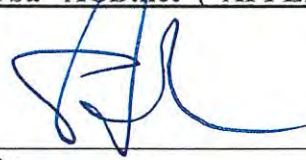
R.C. Directional Boring, 2000 Country Farm Rd, Howell, MI 48843

Utility Contracting Co., 1001 12 Mile Rd, Sparta, MI 49345

4 CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

KEPS Technologies Inc,
DbA ACD.net ("APPLICANT")



09/14/2021
Date

By _____

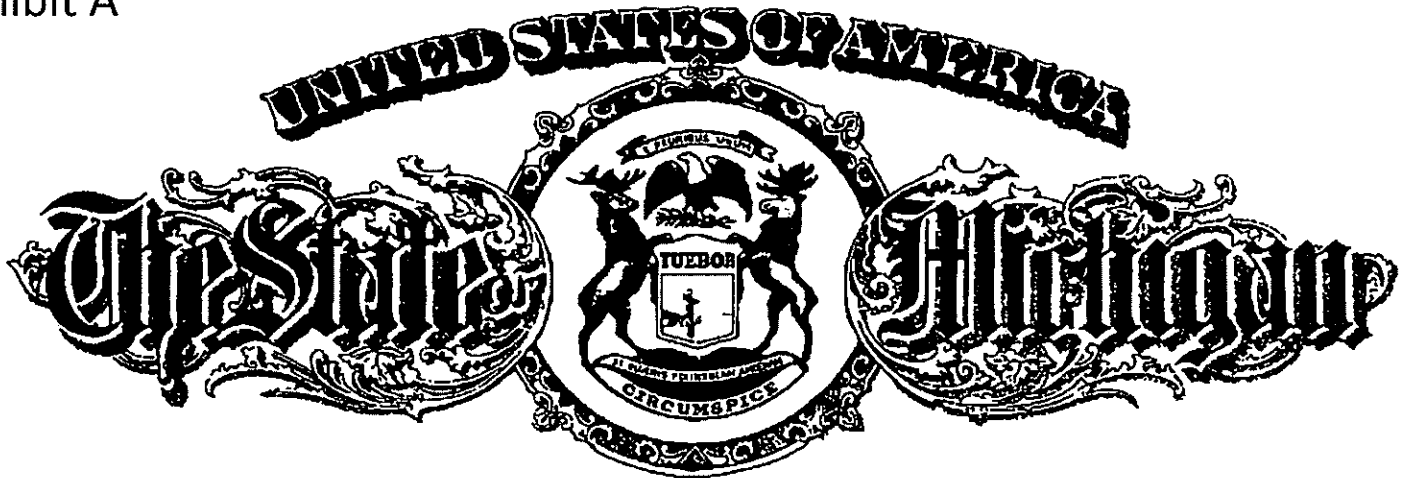
Steve Schoen
Type or Print Name

V.P.

Title

S:\metroapplicationform.doc

Exhibit A



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

KEPS TECHNOLOGIES, INC.

was validly incorporated on February 14, 1991, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284, as amended, to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
537475

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 6th day of February, 2014.

Handwritten signature of Alan J. Schefke.

Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2019 ANNUAL REPORT

for

KEPS TECHNOLOGIES, INC.

ID Number: 800565632

received by electronic transmission on February 19, 2019 ***, is hereby endorsed.***

Filed on February 19, 2019 ***, 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 19th day of February, 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau



State of Michigan
John Engler, Governor

Department of Consumer & Industry Services
Kathleen M. Wilbur, Director

Public Service Commission

6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909-7721
Telephone: 517-241-6180
Web Site: cis.state.mi.us/mpsc

Commissioners
Laura Chappelle
David A. Svanda
Robert B. Nelson

Basic Local Exchange Service License

I, Dorothy Wideman, Executive Secretary, Michigan Public Service Commission, certify that on January 19, 2000, in Case No. U-12180, the Michigan Public Service Commission granted ACD Telecom, Inc. a permanent license to render basic local exchange service within a specific geographic area, in accordance with the requirements of the Michigan Telecommunications Act, 1991 PA 179 as amended, MCL 484.2101 et seq., and all requirements established by laws, orders, and regulations of the Commission.

I further certify that on December 3, 2001, Commission staff officially approved the tariffs filed by ACD Telecom, Inc. as a precondition to commencing basic local exchange service in the state of Michigan.

This license cannot be sold or otherwise transferred without prior approval from the Michigan Public Service Commission. ACD Telecom, Inc. may not discontinue basic local exchange service without first complying with the requirements of Section 313 of the Michigan Telecommunications Act, MCL 484.2313.

Signed and sealed in Lansing, MI
on March 1, 2002.

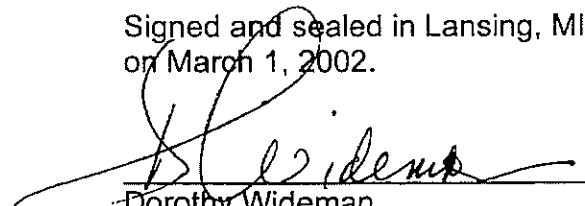

Dorothy Wideman
Executive Secretary

Exhibit C





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyman & Sheets Insurance Agency P.O. Box 15127 Lansing MI 48901	CONTACT NAME: Angela Maldonado
	PHONE (A/C, No, Ext): 517-482-2211 FAX (A/C, No):
	E-MAIL ADDRESS: angelam@lymansheets.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Chubb Group of Insurance Cos.	NAIC # 20303
INSURER B : Accident Fund Company	10166
INSURER C : Westchester Surplus Lines Ins.	10172
INSURER D : Travelers	19038
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1532772915 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		630 3P127099	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$
D	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		BA-1N518151	2/20/2021	2/20/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP-1N37964	2/20/2021	2/20/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER: \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WCV6097262	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C D A	Envir. Contamination Professional/Cyber Liability EPLI Incl 3rd Party			G7096272A ZPL 61N09215 82512353	4/15/2021 2/20/2021 2/16/2021	2/20/2022 2/20/2022 2/16/2022	Each Occurrence 2,000,000 Each Occurrence 3,000,000 Each Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached endorsements.

CERTIFICATE HOLDER City of Marshall Marshall Town Hall 323 W Michigan Ave Marshall MI 49068	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael G Sheets</i>
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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
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PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any per-

son or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation:

Number of Days Notice: 30

Person or organization:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

Address:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

CALL TO ORDER

IN REGULAR SESSION, Monday, August 16, 2021 at 7:00 P.M., at the Marshall Regional Law Enforcement Center, 714 Old US 27 N, Marshall, MI 49068. City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

Present: Council Members: Mayor Caron, Gates, Rice, Schwartz, Traver, Underhill, and Wolfersberger.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

Richard Gerten of Family Bible Church gave the invocation and Mayor Caron led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Traver, supported Rice, to approve the agenda with the addition of the MSCPA invoice in the amount of \$806,937.13 and item 7E. Scheduling of a City Council Special Meeting. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

Moved Wolfersberger, supported Gates, to approve the Consent Agenda:

- A. Approve a resolution authorizing Rose Florist and Wine Room to participate in the Marshall Social District;
- B. Approve the changes to Appendix B, Substance Use and Alcohol/Drug Testing Policy, of the Personnel Policy Manual;
- C. Minutes of the City Council Work Session and Regular Session held on Monday, August 4, 2021;
- D. Approve city bills in the amount of \$1,552,533.51.
- E. Schedule a Special Meeting for Monday, August 30, 2021 at 6:00 p.m. in the Council Chambers of City Hall for the purpose to interview consulting firms for the City Manager recruitment and discuss the Brooks Substation.

On a roll call vote – ayes: Gates, Rice, Schwartz, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITION

None.

INFORMATIONAL ITEMS

None.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Zoning Ordinance Amendment and Code of Ordinances Amendment:

The purpose of the proposed ordinance amendments is to change approved Medical and Commercial Marihuana facilities from a Principal Permitted Use to a Special Land Use. The City feels strongly that having these facilities as a Special Land Use gives us more control in the regulation of such businesses. The change to the General Law Ordinance also allows for reduced site distances for certain size building facilities and reasonable odor mitigation. The Zoning Ordinance presented adds language for any new grower or processor facility to be subject to a special land use and also brings in the site distances as in the City Ordinance. It will reduce distances from 2,640 feet to no restrictions if the facility is 100,000 square foot or larger with at least 12 total acres. The City Ordinance also adds language addressing "reasonable odor".

Mayor Caron opened the public hearing to hear public comment regarding the proposed ordinance amendments.

Mike Beck of MPM spoke in support of the proposed changes.

Hearing no further comment the hearing was closed.

Moved Wolfersberger, supported Underhill, to approve the recommendation of approval for the Zoning Ordinance amendment and Code of Ordinance amendment to change Marihuana Facilities from a Principal Permitted Use to a Special Land Use, allow for reduced site distances, and reasonable odor mitigation. On a roll call vote – ayes: Gates, Rice, Schwartz, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN**

ORDINANCE #2021-07

PREAMBLE

AN ORDINANCE TO AMEND THE CITY OF MARSHALL ZONING CODE, ARTICLE 3.0, ZONING DISTRICTS, SECTION 3.1.12 OF THE "I-1 RESEARCH AND TECHNICAL DISTRICT" AND SECTION 3.1.13 OF THE "I-2 GENERAL INDUSTRIAL DISTRICT"; TO REQUIRE MARIHUANA FACILITIES AND MARIHUANA ESTABLISHMENTS GROWER, PROCESSOR AND SAFETY COMPLIANCE FACILITY BE A SPECIAL LAND USE SUBJECT TO THE ZONING CODE, ARTICLE 6.0 DEVELOPMENT PROCEDURES, SECTION 6.2 SPECIAL LAND USES AND SECTION 6.3 SITE PLAN REVIEW; TO AMEND ARTICLE 6.0, SECTION 6.2 TO ADD

OFFENSIVE TO ODORS; THAT MARIHUANA GROWER AND MARIHUANA PROCESSOR FACILITIES AND ESTABLISHMENTS ARE SUBJECT TO LAND SITE DISTANCES AS ESTABLISHED UNDER CITY ORDINANCES, AS AMENDED; REPEAL ANY ORDINANCES IN CONFLICT THEREOF; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL, CALHOUN COUNTY, HEREBY ORDAINS:

Section 1. PURPOSE. The purpose of this Ordinance is to amend the City Zoning Code to require Grower, Processor and Safety Compliance Facility licensed under City ordinances and the Medical Marihuana Facilities Licensing Act (MMFLA), PA 281 of 2016, and the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018 (MRTMA), be subject to Zoning Code, Article 3.0 as a special land use and Article 6.0 Development Procedures, Section 6.2 Special Land Uses and Section 6.3 Site Plan Review. It is further the intent of this Ordinance to amend Article 6.0, Section 6.2 to provide that the proposed use shall not involve “unreasonable” or “offensive” odors. It is further the intent of this Ordinance that Marihuana Grower and Marihuana Processor facilities and establishments are subject to land site distances as established under City ordinances, as amended

It is the intent of these provisions to ensure the health, safety and welfare of the citizens of Marshall that quality of life is not impaired, neighborhood character is preserved, commercial activities developed and increased, employment opportunities expanded, and positive planned land use developed.

Section 2. That Article 3.0 ZONING DISTRICTS, SECTION 3.1.12 I-1 OF THE RESEARCH AND TECHNICAL DISTRICT of the Marshall City Zoning Code, is hereby amended as follows:

B. Principal Permitted USES (continued)

~~xxiii. Any use allowed in such district as provided in the City Medical Marihuana Ordinance~~

C. Special Land Use

xvii. Marihuana Grower, Marihuana Processor, and Safety Compliance Facility under the City Medical Marihuana Ordinance and the Medical Marihuana Facilities Licensing Act (MMFLA), PA 281 of 2016, are a special land use subject to Article 6.0, Sections 6.2 and 6.3.

xviii. Marihuana Grower, Marihuana Processor, and Safety Compliance Facility under the City Commercial Marihuana Ordinance and the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018 (MRTMA), are a special land use subject to Article 6.0, Sections 6.2 and 6.3.

Section 3. That Article 3.0 ZONING DISTRICTS, SECTION 3.1.13 I-1 OF THE “I-2 GENERAL INDUSTRIAL DISTRICT of the Marshall City Zoning Code, is hereby amended as follows:

B. Principal Permitted USES (continued)

~~xxiii. Any use allowed in such district as provided in the City Medical Marihuana Ordinance~~

C. Special Land Use

xxii. Marihuana Grower, Marihuana Processor, and Safety Compliance Facility under the City Medical Marihuana Ordinance and the Medical Marihuana Facilities Licensing Act (MMFLA), PA 281 of 2016, are a special land use subject to Article 6.0, Sections 6.2 and 6.3.

xxiii. Marihuana Grower, Marihuana Processor, and Safety Compliance Facility under the City Commercial Marihuana Ordinance and the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018 (MRTMA), are a special land use subject to Article 6.0, Sections 6.2 and 6.3.

Section 4. That Ordinance #2017-05, Sections Grower, Processor and Safety Compliance Facility, are hereby amended to require Grower, Processor and Safety Compliance facility be subject to special land use in the following zoning districts: I-1 and I-2 and subject to 6.0 Development Procedures, Section 6.2 Special Land Uses and Section 6.3 Site Plan Review.

Section 5. That under Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(1)(a) and (f)(7) Marihuana Grower License, shall be amended from a permitted use to a special land use subject to the Zoning Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.

Section 6. That under Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(2)(a) Marihuana Processor License, shall be amended from a permitted use to a special land use subject to the Zoning Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.

Section 7. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(4)(a) Marihuana Safety Compliance Facility License, shall be amended from a permitted use to a special land use subject to the Zoning Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.

Section 8. That Article 6.0 Development Procedures, Section 6.2, of the Marshall City Zoning Code, is hereby amended as follows:

10. Standards for Special Use Approval.

G. The proposed use shall not involve activities, processes, materials and equipment or conditions of operation that will be detrimental to public health, safety and welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or **unreasonable or offensive odors.**

Section 9. Marihuana Grower and Marihuana Processor facilities and establishments are subject to land site distances as established under City ordinances, as amended.

Section 10. That the editors of the Marshall Zoning Code are hereby authorized to update and revise the Zoning Ordinance and its Code to effectuate the provisions of this Ordinance.

Section 11. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

Section 12. Conflicting Ordinance and Code Provisions Repealed. Any City of Marshall Ordinance, parts of Ordinances, or any Marshall Code provision in conflict or inconsistent with any of the provisions of this Ordinance shall be and is hereby repealed.

Section 13. This Ordinance [or a summary thereof as permitted by MCL 125.3401] shall be published in the *Marshall Advisor*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 14. This Ordinance is declared to be effective seven (7) days after publication or as provided by law.

Adopted and signed this 16th day of August, 2021.

Joe Caron, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on August 16, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK

**CITY OF MARSHALL
CALHOUN COUNTY, MICHIGAN**

ORDINANCE #2021-08

PREAMBLE

AN ORDINANCE TO AMEND THE CITY OF MARSHALL MEDICAL MARIHUANA FACILITIES LICENSING ACT (MMFLA), ORDINANCE No. 2017-06, AND COMMERCIAL MARIHUANA (MRTMA) ORDINANCE NO. 2019-06, TO ALLOW FOR REDUCED SITE DISTANCES FOR CERTAIN SIZE BUILDING FACILITIES, AND REASONABLE ODOR MITIGATION; TO REQUIRE ALL MARIHUANA FACILITIES AND MARIHUANA ESTABLISHMENTS BE SUBJECT TO THE ZONING CODE, ARTICLE 6.0 DEVELOPMENT PROCEDURES, SECTION 6.2 SPECIAL LAND USES AND SECTION 6.3 SITE PLAN REVIEW; REPEAL ANY ORDINANCES IN CONFLICT THEREOF; AND TO PROVIDE AN EFFECTIVE DATE HEREOF.

THE CITY OF MARSHALL, CALHOUN COUNTY, HEREBY ORDAINS:

Section 1. PURPOSE. The purpose of this Ordinance is to amend City ordinances to allow for site distance reduction for certain large size marihuana grower and processor buildings and facilities from other marihuana grower and processor buildings and facilities, and for reasonable odor mitigation, and to require all commercial marihuana facilities licensed under City ordinances and the Medical Marihuana Facilities Licensing Act (MMFLA), PA 281 of 2016, and the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018 (MRTMA), be subject to the Marshall Zoning Code, Article 6.0 Development Procedures, Section 6.2 Special Land Uses and Section 6.3 Site Plan Review.

It is the intent of these provisions to provide for the health, safety and welfare of the citizens of Marshall that quality of life is not impaired, neighborhood character is preserved, commercial activities developed and increased, employment opportunities expanded, and positive planned land use developed.

Section 2. That Ordinance # 2017-06, Section Grower subsection (2) is hereby amended to the following:

The facility must not be within 2,640-foot of another grow or processing facility, **except as follows:**

100,000 square foot or larger building with at least 12 total acres are not restricted as to site distances from another marihuana grow or processing facility.

Section 3. That Ordinance # 2017-06, Section Processor subsection (3) is hereby amended to the following:

The facility must not be within 2,640-foot of another grow or processing facility **excepts as follows:**

100,000 square foot or larger building with at least 12 total acres are not restricted as to site distances from another marihuana grow or processing facility.

Section 4. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(1)(a) and (f)(7) Marihuana Grower License, shall be amended as follows:

(1) Marihuana Grower License:

a. The location at which a grower establishment cultivates marihuana is a ~~permitted~~ **special land** use in the following zoning districts: I-1 and I-2, as provided by and subject to the requirements of this Ordinance and the Zoning Ordinance **Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.** The City will restrict locations and entity but shall not restrict number of licenses managed by that entity. Grower establishment, as measured from the property lot line, shall not be within 2,640 feet of another grow establishment or processing establishment licensed under the MRTMA, or grow or processing facility licensed under the MMFLA, **except 100,000 square foot or larger marihuana grow or process building facilities with at least 12 total acres are not restricted as to site distances from another grow or processing facility.**

f. A Grower shall comply with all of the provisions of the MRTMA and shall:

7) **Odor control - No Person, tenant, occupant, or property owner shall permit the emission of unreasonable or offensive Marihuana odor from any source to result in such detectable odors that leave the premises upon which they originated. Odor emission shall be measured by a reasonable person of normal sensitivity standard. A grower shall install and maintain in operable condition a system which precludes the emission of unreasonable or offensive Marihuana odor from the marijuana facilities and premises. A marihuana establishment shall be so that the odor of marihuana cannot be detected by a person with a normal sense of smell at the exterior of the marihuana establishment property line or at any adjoining use or property.** Odor must be managed at the establishment site and by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building or dwelling from which the odor is generated.

Section 5. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(2)(a) Marihuana Processor License, shall be amended as follows:

(2) Marihuana Processor License:

a. The location at which a Processor establishment extracts resin from the marihuana or creates a marihuana-infused product is a ~~permitted~~ **special land** use in the following zoning districts: I-1 and I-2, as provided by and subject to the requirements of this Ordinance and the Zoning Ordinance **Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.** The City will restrict locations and only one Marihuana Processor establishment license shall be permitted per parcel or lot. Processor establishment, as measured from the property lot line, shall not be within 2,640 feet of another grow establishment or processing establishment licensed under the MRTMA, or grow or processing facility licensed under the MMFLA, **except 100,000 square foot or larger grower or processor buildings with at least 12 total acres are not restricted as to site distances from another marihuana grow or processing facility.**

f. **6) Odor control - No Person, tenant, occupant, or property owner shall permit the emission of unreasonable or offensive Marihuana odor from any source to result in such detectable odors that leave the premises upon which they originated. Odor emission shall be measured by a reasonable person of normal sensitivity standard. A grower shall install and maintain in operable condition a system which precludes the emission of unreasonable or offensive Marihuana odor from the marijuana facilities and premises. Odor must be managed at the establishment site and by the installation of an operable filtration to ventilation and exhaust equipment and odors must otherwise be effectively confined to the interior of the building or dwelling from which the odor is generated.**

Section 6. That Ordinance No. 2019-06 section LOCATION AND ELIGIBILITY, subsection (D)(4)(a) Marihuana Processor License, shall be amended as follows:

(4) Marihuana Safety Compliance Facility License:

a. The location at which a safety compliance facility tests marihuana and marihuana-infused products is a ~~permitted~~ **special land** use in the following zoning districts: I-1 and I-2, as provided by and subject to the requirements of **this Ordinance and the Zoning Code § 3.19-20 and Article 6.0, sections 6.2 and 6.3.** The City will allow up to a total of two (2) state-approved and licensed safety compliance facilities in zoning districts: I-1 and I-2, combined.

Section 7. That Ordinance No. 2019-06 section GENERAL LICENSE APPLICATION REQUIREMENTS, subsection (B)(8)(e), shall be amended as follows:

e. A plan for ventilation of the marihuana establishment that describes the ventilation systems that will be used to prevent any **unreasonable or offensive** odor of marihuana off the premises of the business. For marihuana establishments that grow **and/or process** marihuana plants **and/or marihuana infused products**, such plan shall also include all ventilation systems used to control the environment for the plants and describe how such systems operate with the systems preventing any **unreasonable or offensive** odors from leaving the premises. For marihuana businesses that produce marihuana-infused products, such plan shall also include all ventilation systems used to mitigate noxious gases or other fumes used or created as part of the production process.

Section 8. That Ordinance No. 2019-06 section VISIBILITY OF ACTIVITIES; CONTROL OF EMISSIONS subsection (C), shall be amended as follows:

(C) Sufficient measures and means of preventing smoke, **unreasonable or offensive** odors, debris, dust, fluids and other substances from exiting a marihuana establishment and commercial entity must be provided at all times. In the event that any **unreasonable or offensive** odors, debris, dust, fluids or other substances exit a marihuana establishment and/or commercial entity, the owner of the subject premises and the licensee shall be jointly and severally liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The licensee shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.

Section 9. That Ordinance No. 2019-06 section **MARIHUANA CULTIVATION** subsection (D), shall be amended as follows:

(D) No marihuana cultivation activity shall result in the emission of any gas, vapors, **unreasonable or offensive** odor, smoke, dust, heat or glare that is noticeable at or beyond the property line of the dwelling at which the cultivation occurs. Sufficient measures and means of preventing the escape of such substances from a dwelling must be provided at all times. In the event that any gas, vapors, **unreasonable or offensive** odor, smoke, dust, heat or glare or other substances exit a dwelling, the owner of the subject premises shall be liable for such conditions and shall be responsible for immediate, full clean-up and correction of such condition. The owner shall properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations. In the event there is a lessee of the subject premises, the owner and the lessee shall be jointly and severally liable for such conditions.

Section 10. That Ordinance No. 2019-06 section **ODOR CONTROL** subsections (A) and (C), shall be amended as follows:

(A) No person, tenant, occupant, or property owner shall permit the emission of marihuana odor from any source to result in ~~detectable~~ **unreasonable or offensive** odors that leave the premises upon which they originated and interfere with the reasonable and comfortable use and enjoyment of another's property.

(B) Whether or not a marihuana odor emission interferes with the reasonable and comfortable use and enjoyment of a property shall be measured against the objective standards of a reasonable person of normal sensitivity.

(C) A grower or a processor shall install and maintain in operable condition a system which precludes the emission of **unreasonable or offensive** marihuana odor from the premises

Section 11. Severability. It is the legislative intent of the City adopting this Ordinance that all provisions hereof shall be liberally construed to protect the public health, safety and general welfare of the inhabitants of the City and all other persons affected by this Ordinance. Consequently, should any provision of this Ordinance be held to be unconstitutional, invalid or of no effect, such holding shall not be construed as affecting the validity of any of the remaining provisions of this Ordinance or Zoning Code, it being the intent of the City Council that this Ordinance shall stand and remain in effect, notwithstanding the invalidity of any provision hereof.

Section 12. Conflicting Ordinance and Code Provisions Repealed. Any City of Marshall Ordinance, parts of Ordinances, or any Marshall Code provision in conflict or inconsistent with any of the provisions of this Ordinance shall be and is hereby repealed.

Section 13. This Ordinance [or a summary thereof as permitted by MCL 125.3401] shall be published in the *Marshall Advisor*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 14. This Ordinance is declared to be effective seven (7) days after publication or as provided by law.

Adopted and signed this 16th day of August, 2021.

Joe Caron, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on August 16, 2021, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Grand River Brewery Event Request:

Moved Gates, supported Rice, to approve the road closure for the 100 block of South Jefferson Street on September 11, 2021 and September 25, 2021 for Grand River Brewery. On a voice vote – **MOTION CARRIED.**

B. Phase II Street Improvements #2 Construction Bids:

Moved Underhill, supported Wolfersberger, to approve the 2021 Street Improvements #2 Bid from Lakeland Asphalt in the amount of \$358,996.14 with an additional contingency of \$38,003.86 for a total funded amount of \$397,000.00. On a roll call vote – ayes: Traver, Underhill, Wolfersberger, Mayor Caron, Gates, Rice, and Schwartz; nays: Rice. **MOTION CARRIED.**

C. Brooks Electric Substation Engineering:

Moved Gates, supported Underhill, to approve retaining GRP Engineering for a fee of \$225,000 for the design engineering and material procurement of the new Brooks Industrial Substation and a fee of \$79,000 for the contract administration, commissioning, and start-up contingent upon approval by the LDFA Board. On a roll call vote – ayes: Underhill, Wolfersberger, Mayor Caron, Gates, Rice, Schwartz, and Traver; nays: none. **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

None.

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

Joe Caron, Mayor

Trisha Nelson, City Clerk

CALL TO ORDER

IN SPECIAL SESSION held on Monday, August 30, 2021 at 6:00 P.M. in the Council Chambers of City Hall, 323 West Michigan Avenue, Marshall, MI 49068, the Marshall City Council was called to order by Mayor Caron.

ROLL CALL

Roll was called:

Present: Council Members: Mayor Caron, Gates, Rice, Schwartz, Traver, Underhill, and Wolfersberger.

Also Present: City Manager Tarkiewicz

Absent: None.

PLEDGE OF ALLEGIANCE

Mayor Caron led the Pledge of Allegiance.

PUBLIC COMMENT

None.

EXECUTIVE SEARCH FIRM INTERVIEWS

GovHR USA
Michigan Municipal League
Walsh Municipal Services

REPORTS AND RECOMMENDATIONS

A. Selection of Executive Search Firm

Moved Wolfersberger, supported Underhill, to retain the Michigan Municipal League to perform the City Manager Executive Search. On a roll call vote – ayes: Gates, Rice, Schwartz, Traver, Underhill, Wolfersberger, and Mayor Caron; nays: none. **MOTION CARRIED.**

B. US Economic Development Administration Grant Application Resolution:

Moved Traver, supported Gates, to adopt the resolution and authorize City staff to submit a grant application to the Economic Development Administration for funding for the Brooks Electric Substation. On a voice vote: **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
RESOLUTION NO. #2021-32**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AN EDA ECONOMIC ADJUSTMENT ASSISTANCE GRANT APPLICATION TO THE U.S. DEPARTMENT OF COMMERCE- ECONOMIC DEVELOPMENT ADMINISTRATION FOR POTENTIAL FINANCIAL ASSISTANCE TOWARD THE BROOKS ELECTRIC SUBSTATION; AND FURTHER AUTHORIZING THE CITY MANAGER TO ACCEPT SAID GRANT AND ENTER INTO AN AGREEMENT WITH THE EDA UPON AWARD.

WHEREAS, the U.S. Economic Development Administration (“EDA”) provides a wide range of financial assistance to communities and regions as they respond to and recover from the impacts of the pandemic; and

WHEREAS, the EDA’s mission is to lead the federal economic development agenda by working with communities to catalyze locally developed strategies to build capacity for economic development based on local business conditions and needs; and

WHEREAS, the City of Marshall has identified the Brooks Electrical Substation Project (the “Project”), having an estimated project cost of \$5,310,000, as a candidate for EDA grant funding at a 50% funding level; and

WHEREAS, the City’s estimated matching share of Project funds is \$2,655,000, funded through local funds; and

WHEREAS, the City of Marshall has the authority to apply for financial assistance and to administer the amounts received from the EDA; and

WHEREAS, the City of Marshall must direct and authorize the City Manager to act as the Authorized Representative for the application and project if awarded; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALL AS FOLLOWS:

SECTION 1. That the Council of the City of Marshall authorizes and directs the City Manager to submit an additional grant application through the EDA Economic Adjustment Assistance Grant Program to become eligible for potential funding assistance toward the Brooks Electric Substation Project.

SECTION 2. That the City Manager is further authorized to sign any necessary documents related to said grant application, and has the authority both in applying and, if the grant is awarded, to sign off on any additional requirements.

SECTION 3. That the City's matching share in the amount of \$2,655,000 will: (1) be committed to the project for the period of performance; (ii) be available as needed, and (iii) not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of EDA investment assistance.

SECTION 4. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements.

SECTION 5. That this Resolution shall go into effect and be in full force and effect immediately upon its passage.

CERTIFICATION OF CITY CLERK

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Marshall at a special meeting held on August 30, 2021.

Trisha Nelson, City Clerk

C. SAFER Grant Award:

Moved Rice, supported Schwartz, to accept the SAFER grant award in the amount of \$836,493.78. On a voice vote: **MOTION CARRIED.**

ADJOURNMENT

The meeting was adjourned at 8:45 p.m.

Joe Caron, Mayor

Trisha Nelson, Clerk

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
91588	ALL-TRONICS INC	QUARTERLY FIRE ALARM MONITORING	OCT-DE	81.00
91589	ALL-TRONICS INC	QUARTERLY FIRE ALARM MONITORING		81.00
1J3X-N6FD-MXLX	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1E02	- WEBCAM		59.99
1PCQ-PNQK-4XDK	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1E02	- RESPIRATORY HYGIEN		285.00
1YMC-JW4M-CHWF	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1E02	- ELECTRICAL TAPE/DU		73.08
1W46-VDD9-L49H	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1E02	- DRAWER ORGANIZER/		48.83
1C9Q-4H46-F7W6	AMAZON CAPITAL SERVICE:ACCT A1P4GM99HG1E02	- BULLETIN STRIP/MON		126.28
02250482800	AUTO VALUE MARSHALL	AIRCRAFT PAINT		17.99
02250482384	AUTO VALUE MARSHALL	CLEAR		18.38
02250482430	AUTO VALUE MARSHALL	ABRASIVE CUT OFF		17.34
02250482426	AUTO VALUE MARSHALL	OIL FILTER		34.92
02250482564	AUTO VALUE MARSHALL	ADJUSTABLE		421.59
02250482757	AUTO VALUE MARSHALL	CORE RETURN/1 GAL TRAILER BRIGHT		45.09
02250482498	AUTO VALUE MARSHALL	BOLTS		49.14
02250482451	AUTO VALUE MARSHALL	GLOSS CLEAR		15.78
02250482700	AUTO VALUE MARSHALL	BATTERY		134.00
INUS007972	AXON	TASER 3 YEAR INSTALLMENT		4,634.00
1000239257	BALTIC NETWORKS USA	MIKROTIK INTERNATIONAL ROUTERS, RESIDENT 2022.051		13,248.81
712578	BOSKER BRICK COMPANY	DOOR REPAIR		14.00
111373	BRUTSCHE CONCRETE PRODUCTIONS W/ FOUNDATIONS W/ LIFTING TABS			142.00
41372	CENTER MASS INC.	A-15 ARMORER TRAINING - GOODRICH		399.00
5741230	CRYSTAL FLASH MARSHALL REC GAS DELIVERY			632.12
34969	CSE MORSE INC.	REPAIR HOT WATER LINES		555.16
164666	D & D MAINTENANCE SUPP.	LATEX GLOVES		27.50
164798	D & D MAINTENANCE SUPP.	PSB CARPET CLEANING		825.00
164699	D & D MAINTENANCE SUPP.	JANITORIAL		130.60
165003	D & D MAINTENANCE SUPP.	LATEX GLOVES		13.75
164787	D & D MAINTENANCE SUPP.	EXTENSION CORD/SERVICE		73.15
IN6686	D.I.Y. EQUIPMENT RENTAL	TRENCHER RENTAL		140.00
3316995	DAIKIN APPLIED	EXHAUST FAN BELTS		2,179.00
589689	DARLING ACE HARDWARE	CHARGER		19.98
589057	DARLING ACE HARDWARE	BATHTUB SPOUT		63.96
589139	DARLING ACE HARDWARE	LIQUID ANT BAIT		23.97
588738	DARLING ACE HARDWARE	KEY		2.39
589166	DARLING ACE HARDWARE	HOOKS/NUTS & BOLTS		19.63
589165	DARLING ACE HARDWARE	TERMINAL RING/HOOK/NUTS & BOLTS		54.15
589026	DARLING ACE HARDWARE	CABLE/WIRE ROPE CLIP		53.66
589089	DARLING ACE HARDWARE	MURIATIC ACID		71.92
589211	DARLING ACE HARDWARE	BLEACH		7.98
588709	DARLING ACE HARDWARE	NUTS & BOLTS/EPOXY		27.98
3333922	EDWARDS INDUSTRIAL SALI	PUSH CONNECT UNION		17.90
3333753	EDWARDS INDUSTRIAL SALI	HOSE ASSEMBLY		73.39
8104191967.001	ETNA SUPPLY	ROMAC		207.00
0138156	FERGUSON WATERWORKS #3	DBL STRP BRZ		146.85
117989329	GLOBAL EQUIPMENT COMPAN	IBENCHES FOR SOCIAL DISTRICT	2022.055	3,785.19
118155039	GLOBAL EQUIPMENT COMPAN	DEWALT GLOVES		453.59
4650	GOODWIN'S PLUMBING, LL	URINAL FLUSHVALVE		360.73
9036104140	GRAINGER	SILT FENCE		158.24
9042654740	GRAINGER	HOSE FITTINGS		99.24
2103096	GRIFFIN PEST SOLUTIONS	ACCT 3422841 - PEST CONTROL		51.00
12612911	HACH COMPANY	LAB SUPPLIES		512.46
3707	HE CLEANS TOO, LLC	JANITORIAL		348.54
3706	HE CLEANS TOO, LLC	HAND TOWELS		62.90
0000152-IN	HYDROCORP	FLOW IQ METERS		1,096.10
000326	IMPACT LAWN & LANDSCAP	2021 LAWN MOWING - JULY TO (APPROX) OCT 2022.028		1,690.00
000327	IMPACT LAWN & LANDSCAP	2021 LAWN MOWING - JULY TO (APPROX) OCT 2022.028		360.00
000332	IMPACT LAWN & LANDSCAP	2021 LAWN MOWING - JULY TO (APPROX) OCT 2022.028		375.00
000338	IMPACT LAWN & LANDSCAP	2021 LAWN MOWING - JULY TO (APPROX) OCT 2022.028		550.00
000339	IMPACT LAWN & LANDSCAP	2021 LAWN MOWING - JULY TO (APPROX) OCT 2022.028		500.00
C166730	IMPACT SOLUTIONS	WINDOW ENVELOPES		19.00
C166934	IMPACT SOLUTIONS	BUSINESS CARDS		115.57
09082021	ISAAC & SONS	UNIT 403 - CARPET SANITIZING		125.00
9109	JS BUXTON	BLANKET PO FOR LIME	2022.033	1,161.86
25251	KATZ WELL DRILLING INC	FABRICATE LADDER FOR #300		180.00
1720997-2021831	LEXISNEXIS RISK DATA MI	NTEL SUBSCRIPTION		100.00
58216	MCNALLY ELEVATOR COMPAN	ELEVATOR SERVICE		372.50
294025	MICHIGAN INDUSTRIAL GA	WELDING GASES/ CYLINDER RENTAL		114.94
49060854	MSC INDUSTRIAL SUPPLY	(GLOVES		223.60
107793	O'LEARY WATER CONDITIO	COOLER RENTAL/WATER DELIVERED - AUG/SEPT		38.50
107792	O'LEARY WATER CONDITIO	WATER DELIVERED		35.00
2047055	OFFICE 360	JANITORIAL		144.10
2055669	OFFICE 360	LABELS		10.99
56592024	POWER LINE SUPPLY	SAFETY GLASSES		117.00
56592594	POWER LINE SUPPLY	3 WIRE RACK		1,261.05
56593891	POWER LINE SUPPLY	5/8X14 ATE BOLT		267.75
56593890	POWER LINE SUPPLY	METER HUB		60.60
56594399	POWER LINE SUPPLY	UNDERGROUND POST		882.50
21-1232	QUALITY EXCAVATORS, IN	3 YDS TOP SOIL		75.00
868804769/20/21 CC Pa	QUALITY-KLEEN	PARTS WASHER SOLVENT		63 175.00

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 09/23/2021 - 09/23/2021
 UNJOURNALIZED
 OPEN AND PARTIALLY PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
3241-4	SHERWIN-WILLIAMS	PAINT		145.80
S012605716.001	STUART C IRBY CO	CRIMPING TOOL		1,950.00
S012605716.002	STUART C IRBY CO	W-DIES		195.00
S012622358.001	STUART C IRBY CO	MILWAUKEE M18 FORCE LOGIC 12 TON PRESS	2022.058	3,995.00
145522	TRI AIR TESTING INC	AIR TEST/ANALYSIS		195.01
1620010848	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620010850	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		159.67
1620009751	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620009753	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		157.77
1620009197	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620009199	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		163.37
1620010296	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		157.77
1620010294	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620010846	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620010849	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		57.87
1620010852	UNIFIRST CORPORATION	WATER UNIFORMS		54.74
1620010851	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620009749	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620009755	UNIFIRST CORPORATION	WATER UNIFORMS		35.30
1620009754	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620009201	UNIFIRST CORPORATION	WATER UNIFORMS		35.30
1620009195	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620009200	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620009198	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		60.37
1620010298	UNIFIRST CORPORATION	WATER UNIFORMS		35.30
1620010295	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
1620010292	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620010297	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620009752	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
201645	VISION METERING	ELECTRIC METERS		975.00
BROOKSAUG21	WHITE COLLAR LAWN & LAI	2021 LAWN MOWING AT AIRPORT	2022.064	3,825.00
GRAND TOTAL:				54,025.26

User: TPALODICHUK
DB: Marshall

EXP CHECK RUN DATES 09/09/2021 - 09/09/2021

UNJOURNALIZED

OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
43349	ALEXANDER CHEMICAL COR	BLANKET PO FOR CL2, SO2, BLEACH	2022.030	1,095.00
91540	ALL-TRONICS INC	NETGEAR		657.00
91559	ALL-TRONICS INC	MOVE EXT 1145 TO PSB		125.00
1NNN-V7V3-1PL3	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - JANITORIAL SUPPLIE		97.05
1FMQ-XCG6-9LD9	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - AWARD MEDALS		57.83
1L4W-V4TH-1V3P	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - KEY RING/TOILET SE		30.76
1GXX-3LQL-1QV9	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - COMPUTER MIC/WIREL		95.97
1694-QWRY-DXNR	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - SEAT RISER W/ARMS		32.46
1Y3R-FQDW-CHYK	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - PLIERS		19.76
1MYJ-4MD9-6WYG	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - WADERS		79.99
1LHG-DN16-7H6X	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - BINDERS		27.62
1GN7-34WX-DG3C	AMAZON CAPITAL SERVICE	ACCT A1P4GM99HG1E02 - PLANT CADDY		49.99
2352	ARCTECH PRECISION WELD	REPAIR SEAT BRACKETS - DART BUS		35.00
02250482332	AUTO VALUE MARSHALL	SELF SEAL/REFRG DYE		26.48
02250482007	AUTO VALUE MARSHALL	ETHANOL/STEEL WOOL/BRAKE CLEANER		102.92
02250481779	AUTO VALUE MARSHALL	WIRE/ELEC TAPE/WIRE ACCESSORIES		33.84
02250481875	AUTO VALUE MARSHALL	AIR CHISEL/HAMMER		73.97
02250482144	AUTO VALUE MARSHALL	STARTER		178.99
02250482134	AUTO VALUE MARSHALL	TERM HD UNIV		1.45
02250481397	AUTO VALUE MARSHALL	POWER CLEAN/SUPERCLEAN		21.38
02250481593	AUTO VALUE MARSHALL	AIR TOOL CONDITIONER		4.99
02250481615	AUTO VALUE MARSHALL	MERCON		52.96
02250481658	AUTO VALUE MARSHALL	WIRE REEL/CONNECTOR/ADAPTER/PLUG		151.07
02250481851	AUTO VALUE MARSHALL	SWITCHES		11.48
02250481957	AUTO VALUE MARSHALL	BATTERY		134.00
02250481967	AUTO VALUE MARSHALL	BATTERY CORE CREDIT		(18.00)
02250481480	AUTO VALUE MARSHALL	WIPER BLADES - M1 - POLICE		34.78
P42837306	BATTERIES PLUS BULBS	LED LIGHTBULBS- 4PACK FOR ENERGY OPTIMIZ	2022.037	3,990.00
P42611229	BATTERIES PLUS BULBS	75 BULBS - MRLEC		241.50
0332375-IN	BEAVER RESEARCH CO	INSECT REPELLENT		135.00
8404	BIOCARE, INC.	RESPIRATORY SURVEILLANCE - MASK FIT TEST		100.00
8573	BUD'S TOWING & AUTOMOT	DART 5 - TIRE REPAIR		20.00
8726	BUD'S TOWING & AUTOMOT	DART 5 - OIL CHANGE		85.72
8719	BUD'S TOWING & AUTOMOT	DART 6 - OIL CHANGE/INSPECTION		116.59
14731	CABLE TIES AND MORE	LOW PROFILE TRAFFIC BARRIERS	2022.027	2,651.66
5690810	CRYSTAL FLASH MARSHALL	GAS DELIVERY		574.60
5690820	CRYSTAL FLASH MARSHALL	DIESEL DELIVERY		1,526.58
164423	D & D MAINTENANCE SUPP	JANITORIAL		463.32
164410	D & D MAINTENANCE SUPP	JANITORIAL		148.80
164429	D & D MAINTENANCE SUPP	GLOVES		27.50
3525	DAMRON BROTHERS	ASPHALT WORK - 728 W HANOVER		2,600.00
588825	DARLING ACE HARDWARE	ANTIBACTERIAL WIPES/SHOP TOWELS		20.98
588959	DARLING ACE HARDWARE	BATHTUB REPAIR KIT/SUPER GLUE/SPRAYER/NO		131.50
588478	DARLING ACE HARDWARE	MURIATIC ACID		35.96
588866	DARLING ACE HARDWARE	BATTERIES/HEX KEY SET/STRIPPER-CRIMPER		61.97
588079	DARLING ACE HARDWARE	CONST. ADHESIVE/BRAD NAILS/CAULK TOOL		36.17
588111	DARLING ACE HARDWARE	FAUCET		43.99
588397	DARLING ACE HARDWARE	WASP & HORNET		5.00
5880007	DARLING ACE HARDWARE	BOX FAN		26.99
588078	DARLING ACE HARDWARE	TRUCK 301 - SAW CHAIN		37.98
588185	DARLING ACE HARDWARE	LIGHT LINK BAR		39.98
588252	DARLING ACE HARDWARE	CHAIN SAW/GAS/OIL		203.99
588360	DARLING ACE HARDWARE	TARP/TRIMMER LINE/SOFTNER SALT		102.10
588221	DARLING ACE HARDWARE	FLOOR PAINT		35.99
588136	DARLING ACE HARDWARE	PAINT		18.15
588442	DARLING ACE HARDWARE	DEHUMIDIFIER		279.99
588387	DARLING ACE HARDWARE	ACID		17.98
588650	DARLING ACE HARDWARE	WALL PLATE		12.64
INV57067	DORNBOS SIGN INC	NO PARKING SIGNS		690.00
3331776	EDWARDS INDUSTRIAL SAL	HOSE ASSEMBLY/QUICKLINE ADAPTOR		93.50
289021	ELHORN ENGINEERING COM	BLANKET PO FOR PHOSPHATE	2022.041	3,000.00
INV2105850	EMERGENCY REPORTING	RECURRING SUBSCRIPTIONS		3,642.74
S0015036	EMERGENCY VEHICLE PROD	BLANKET PURCHASE ORDER FOR FIRE DEPT VEH	2022.015	2,070.67
0015732	ENG, INC	ENGINEERING SERVICES FOR ROAD CONSTRUCTI	2022.004	27,328.35
S104181009.001	ETNA SUPPLY	ROMAC REPAIR CLAMP		207.00
1275333	FIRST ADVANTAGE RESIDE	RESIDENT PRE SCREENING		79.00
08052021	FIVE STAR UNDERGROUND	CARVER PARK - SERVICE CALL		100.00
21-04338	GARAGE DOORS UNLIMITED	PSB GARAGE DOOR SERVICE		672.10
21-07384	GARAGE DOORS UNLIMITED	WATER PLANT - GATE SERVICED		996.80
788	GLGC PLUMBING LLC	REPLACED VALVE - NORTH DRIVE EAST		205.55
118036901	GLOBAL EQUIPMENT COMP	PICNIC TABLES, PATIO UMBRELLAS AND BASES	2022.024	11,062.95
117977635	GLOBAL EQUIPMENT COMP	PICNIC TABLES, PATIO UMBRELLAS AND BASES	2022.024	922.92
9004713377	GRAINGER	RETRACTABLE TIP TEST		41.54
9031074629	GRAINGER	LAB CLEANING WIPES		106.60
22679	GRANT'S WOODSHOP INC	STAKES		89.04
9322562044	GRAYBAR ELECTRIC	DROP CABLES		434.63
9322495897	GRAYBAR ELECTRIC	COMMSCOPE REALFLEX CABLES QUOTE#0237235	2021.270	608.69
2090039	GRIFFIN PEST SOLUTIONS	PEST CONTROL		35.00
2125759	9/20/21 CC PEST	GRIFFIN PEST SOLUTIONS PEST CONTROL		65 42.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
19557	GUTTERS R US LLC	LAWN MAINTENANCE - MRLEC		365.00
19544	GUTTERS R US LLC	YARD PEST CONTROL - MHOUSE		200.00
9192383038	HD SUPPLY FACILITIES M.	CARBON FLTR		59.30
08022021	HERITAGE CLEANERS	JUNE/JULY LAUNDRY		496.50
30488	HUNTER PRELL COMPANY	REPAIR 2" WATER LINE		1,062.89
0000133-IN	HYDROCORP	WATER METER		1,112.16
0063465-IN	HYDROCORP	CROSS CONNECTION CONTROL - AUGUST		909.00
22424	J AND K PLUMBING SUPPL	BUSH GAV		3.52
22879	J AND K PLUMBING SUPPL	PLUMBING PART		64.86
000012994	KELLOGGS REPAIR	POLESAW		649.98
9155478	KIMBALL MIDWEST	MARKERS		19.96
INV020754	KNIGHT WATCH, INC	MONTHLY FIRE MONITORING		224.85
39085	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		120.38
39043	LAKELAND ASPHALT CORP	BITUMINOUS AGGREGATES		126.56
202123.00-2210782	LAWSON-FISHER ASSOCIAT	2021 NUISANCE PLANT MONITORING	2021.355	594.59
201936.10-2210736	LAWSON-FISHER ASSOCIAT	ENGINEERING FOR THE HYDRO ELECTRIC DAM R	2020.169	48,164.73
12723	LEGG LUMBER	FASTENERS/HACK SAW BLADE		33.18
12839	LEGG LUMBER	GRAVEL MIX - AIRPORT		60.92
12855	LEGG LUMBER	GRAVEL MIX - AIRPORT		13.98
12654	LEGG LUMBER	GRAVEL MIX		20.97
12644	LEGG LUMBER	FURRING STRIPS/CORNER TRIM		15.08
08232021	MARK GYSEL	EMR CLASS EDUC MEDICAL TRAINING		770.00
001135	MARSHALL HARDWARE	FLASHLIGHT		39.99
001050	MARSHALL HARDWARE	DOOR STOP/TUB SPOUT/SUPPLY LINES		75.92
63275856	MARSHALL LANES	SUMMER PLAYGROUND OUTING		296.00
57952	MCNALLY ELEVATOR COMPAN	QUARTLY ELEVATOR MAINTENANCE - AUG - OCT		695.73
S4895687.004	MEDLER ELECTRIC COMPAN	GROUND RODS		203.46
S4895687.002	MEDLER ELECTRIC COMPAN	GROUND RODS		67.82
S4895687.001	MEDLER ELECTRIC COMPAN	GROUND ROD CLAMPS		28.60
S4895687.003	MEDLER ELECTRIC COMPAN	GROUND RODS		101.73
S4906609.001	MEDLER ELECTRIC COMPAN	ELECT TAPE		169.42
S4907728.002	MEDLER ELECTRIC COMPAN	PVC ELBOW		188.41
S4907728.001	MEDLER ELECTRIC COMPAN	PVC PARTS		424.64
4124	MICHIGAN STATE FIREMEN	FIRE & EMERGENCY SERVICES INSTRUCTOR 3RD		77.78
21-48579A-1	MILLENNIUM	FULL TAPE, GROUND WIRE		1,590.62
21-48579-2	MILLENNIUM	TRACER WIRE		464.10
6015443	MPH INDUSTRIES	TRAFFIC DEVICE		2,544.00
44294864	MSC INDUSTRIAL SUPPLY	SAFETY GLASSES		52.20
38178604	MSC INDUSTRIAL SUPPLY	MARKING PAINT		113.49
107300	O'LEARY WATER CONDITIO	COOLER RENTAL/WATER DELIVERED - JULY & A		38.00
107305	O'LEARY WATER CONDITIO	COOLER RENTAL/WATER DELIVERED - JULY & A		34.00
4788-292643	O'REILLY FIRST CALL	ABSORBENT		9.99
005042	OERTHERS	LIME 50#		13.89
2025956	OFFICE 360	BINDER/PAPER		43.83
2022536	OFFICE 360	PACKING TAPE		18.99
2043392	OFFICE 360	PAPER		215.94
21086	PALM TEES	SUMMER PLAYGROUND/ VOLLEYBALL CHAMP TSHI		512.00
111221-221927	PARAGON LABORATORIES,	MERCURY ANALYSIS		68.00
62334	PEERLESS MIDWEST INC	2021 WELL TESTING	2022.049	1,300.00
0197611	POLLARDWATER.COM	CARB TIPPED DRILL BIT		72.51
56589982	POWER LINE SUPPLY	JUMPER SLEEVE		221.50
56589980	POWER LINE SUPPLY	JUMPER SLEEVE		85.40
56588795	POWER LINE SUPPLY	CRIMPER REPAIR		404.06
56588481	POWER LINE SUPPLY	#2 AL WIRE		769.00
56588482	POWER LINE SUPPLY	#2 WIRE		2,307.00
56588483	POWER LINE SUPPLY	2 HOLE PLATE		198.50
56588117	POWER LINE SUPPLY	PHOTO EYE		111.36
56586666	POWER LINE SUPPLY	EYE CLAMP		366.00
56586667	POWER LINE SUPPLY	POWER GRIP		302.21
56586664	POWER LINE SUPPLY	350 MCM LUG		782.81
56586359	POWER LINE SUPPLY	TRANSFORMER CABINET		4,760.81
56584668	POWER LINE SUPPLY	ELECTRIC INVENTORY		1,522.60
56585216	POWER LINE SUPPLY	CREDIT MEMO		(51.00)
00183679	PROGRESSIVE AE	DESIGN AND ENGINEERING OF GREEN STREET R	2022.005	7,850.00
295026	PVS TECHNOLOGIES	BLANKET PO FOR FERRIC CHLORIDE	2022.032	4,777.99
21-1222	QUALITY EXCAVATORS, IN	EMERGENCY MAN HOLE REPAIR	2022.048	3,280.00
21-1198	QUALITY EXCAVATORS, IN	EMERGENCY STORM DRAIN REPAIRS S. ALLEY	2022.036	3,100.00
15490	QUITECH	TOSHIBA TONER		489.50
70809290	ROSE PEST SOLUTIONS	BEDBUG TREATMENT		1,200.00
70806102	ROSE PEST SOLUTIONS	BED BUG TREATMENT		1,250.00
99588	ROWE PROFESSIONAL SERV	2021 ANNUAL BRIDGE INSPECTIONS	2021.294	2,900.00
32694	RW LAPINE MC	EXHAUST FAN REPAIR - FIRE DEPT		197.47
2711-7	SHERWIN-WILLIAMS	PAINT		72.90
350522	SOLOMON CORPORATION	DUAL VOLTAGE; SINGLE PHASE POLE MOUNT T	2021.383	16,860.00
1824153	STANTEC CONSULTING MICI	WATER AMI CONSTRUCTION ENGINEERING	2021.097	2,693.82
1824150	STANTEC CONSULTING MICI	CONCEPTUAL DESIGN STUDY WATER TREATMENT	2021.202	391.50
1824154	STANTEC CONSULTING MICI	CITYWORKS IMPLEMENTATION	2021.263	10,491.97
1824145	STANTEC CONSULTING MICI	CLARIFIER CONSTRUCTION SERVICES	2021.350	2,727.00
1824147	STANTEC CONSULTING MICI	PIPP - MAHL REVISION ASSISTANCE	2021.238	478.50

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1824155	STANTEC CONSULTING MICHANOVER	SEWER LINING CONSTRUCTION CONTRA	2021.349	530.25
5512408	TOSHIBA AMERICA BUSINE	MRLEC COPIER		63.49
144530441	TRUGREEN	CUSTOMER NO: 2790083525 - LAWN SERVICE		176.97
251863	TUFFY AUTO SERVICE	REPAIR EXHAUST		143.25
137245459	ULINE	METER SEALS		190.56
1620008089	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		161.32
1620008087	UNIFIRST CORPORATION	DPW GARAGE		59.71
1620008088	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		52.87
1620008085	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620008091	UNIFIRST CORPORATION	WATER UNIFORMS		35.30
1620008090	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620008652	UNIFIRST CORPORATION	WATER UNIFORMS		35.46
1620008649	UNIFIRST CORPORATION	POWER HOUSE UNIFORMS		60.37
1620008651	UNIFIRST CORPORATION	MARSHALL HOUSE UNIFORMS		39.87
1620008646	UNIFIRST CORPORATION	WASTE WATER UNIFORMS		31.43
1620008648	UNIFIRST CORPORATION	DPW GARAGE UNIFORMS		59.71
1620008650	UNIFIRST CORPORATION	ELECTRIC UNIFORMS		551.20
682367	USA BLUEBOOK	SPOT MAGNETIC		759.85
200867	VISION METERING	15S METERS		390.00
160670	WOODS POOLS INC	ACID/WALL BRUSH/FLEX VACUUM PRO		76.69
160157	WOODS POOLS INC	VAC HEAD		28.80
160280	WOODS POOLS INC	TEST KIT/ACID		22.50
2773881	XEROX FINANCIAL SERVICE	PRINTER LEASES - AUGUST		885.94
GRAND TOTAL:				208,952.66



MICHIGAN SOUTH CENTRAL POWER AGENCY

168 DIVISION STREET
COLDWATER, MICHIGAN 49036
PHONE (517) 279-6961
FAX (517) 279-6969

INVOICE MONTH: August, 2021
INVOICE DATE: 9/16/2021
DUE DATE: 9/30/2021
TOTAL AMOUNT DUE: \$993,468.33

MARSHALL CITY ELECTRIC DEPARTMENT
323 WEST MICHIGAN AVENUE
MARSHALL, MICHIGAN 49068
ATTN TOM TARKIEWICZ

MSCPA Member Power Billing - August, 2021

Total Power Charges:	\$776,366.61
Transmission / Capacity / Ancillary Services:	\$120,876.99
Total Other Charges:	\$10,481.91
Total Miscellaneous Charges:	\$85,742.82

TOTAL CHARGES **\$993,468.33**

NOTE: PLEASE SEE ENCLOSED BACKUP FOR ADDITIONAL DETAIL

* Any amounts due and not paid by the due date shall bear interest at the rate of 1% per month until paid

Notes:

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 08/13/2021 - 08/13/2021
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
379765	AD-VISOR & CHRONICLE	JULY ADS		399.62
SI394158	AMERICAN REGISTRY	INTEID# CM-1544 - ANNUAL REGISTRATION FEE		1,000.00
269781907008-821	AT&T	ACCT 26978190705731		84.31
269789901108-821	AT&T	ACCT 26978990115991		74.96
08102021	BABCOCK, CLIFF	ENTERTAINMENT - F. MARKET		35.00
252-2405031	BANK OF NEW YORK MELLO	ACCT# MARSHCIT12 - TAX BONDS ADMIN FEE		250.00
99211	BRONSON HEALTHCARE	GRODOT PHYSICAL - JOHNSON, M.		85.00
45837	BUD'S TOWING & AUTOMOT	M2-TOW		45.00
7929	BUD'S TOWING & AUTOMOT	BUS 6 - OIL CHANGE/ROTATE TIRES/INSPECTI		138.54
08012021	CB HALL ELECTRIC COMP	AINSPECTIONS 716-7-31-2021		400.00
08/10/2021	CITY OF MARSHALL	UB refund for account: 1902780002		254.28
201718889573	CONSUMERS ENERGY	ACCT 100009163203		15.00
202786766205	CONSUMERS ENERGY	ACCT 103018521130		1,471.62
10021	COURTNEY & ASSOCIATES	MONTHLY RETAINER - JULY		250.00
103917	CRT, INC	MONTHLY CLOUD STORAGE		1,479.80
07302021	DIXON, DAVE	ENTERTAINMENT - F. MARKET		35.00
08112021	DOPE, WILLIAM & LINDSE	ENERGY OPTIMIZATION - LED BULBS AND APPL		211.50
3975	ENVIRONMENTAL RESEACH	2021 NUISANCE PLANT MONITORING FOR HYDRO 2021.356		8,014.45
10053835	GREAT LAKES ELECTRIC	MIMETER SCHOOL - EARL LUIB		634.00
SI-001219	GUARDIAN TRACKING, LLC	EMPLOYEE SOFTWARE		1,932.00
245450	GWIN, DARWIN	MOWING - BROOKS NATURE		300.00
08102021	HARSH, DANIEL	ENERGY OPTIMIZATION - AIR CONDITIONER		150.00
08102021	HOPKINS, DALE	ENERGY OPTIMIZATION - AIR CONDITIONER, T		175.00
35171	HUNTINGTON NATIONAL	BIAACCT# 3584098502 BOND ADMIN FEE		500.00
08022021	INTERNAL REVENUE SERVI	2020 FORM 941 PENALTIES		1,009.78
08102021	KWIECIEN, TIMOTHY	REIMBURSEMENT- SPRINKLER REPAIR POST FIB		171.02
201936.10-2210656	LAWSON-FISHER ASSOCIAT	ENGINEERING FOR THE HYDRO ELECTRIC DAM R 2020.169		37,491.85
08102021	LEIDO'S ENGINEERING	ENERGY OPTIMIZATION - LED LIGHTING - RIT		2,094.54
1720997-20210731	LEXISNEXIS RISK DATA	MINTEL SUBSCRIPTION		100.00
08062021	MARANA GROUP	POSTAGE ACCT #M323		841.34
08092021	MARSHALL PUBLIC SCHOOL	SUMMER PLAYGROUND - TRANSPORTATION - MAR		90.56
3	MEAD BROS EXCAVATING	REPAIRS TO THE PERRIN DAM	2021.391	278,404.63
300006606	MICHIGAN ASSOC. OF CH	IIMACP DUES		115.00
200008747	MICHIGAN ASSOC. OF CH	IIMACP TRAINING		100.00
200008748	MICHIGAN ASSOC. OF CH	IIMACP TRAINING		100.00
IN2854448	MICHIGAN OFFICE SOLUT	IACCT MC26-S		95.15
1526676	MILLER CANFIELD PADD	OCPROFESSIONAL SERVICES - JULY		57.00
NNS26102	NEONOVA NETWORK SERVI	CISP TECH SUPPORT - JULY		1,000.00
08032021	QUADIENT FINANCE USA,	POSTAGE ACCT 7900044055829307		3,000.00
2-6302021	QUALITY EXCAVATORS, I	NMARVIEW #2 SUBDIVISION STREET CONSTRUCTI 2021.306		456,010.72
08102021	RAUTH, PAUL	ENTERTAINMENT - F.MARKET		35.00
10307	REVORE LAW FIRM, P.L.C	MONTHLY LEGAL FEES - JULY		9,000.00
08012021	SCHIPPER, CLINT	JMAP - MEAL/FUEL REIMBURSEMENT		193.22
18960	SONAR	SONAR SOFTWARE MONTHLY SERVICE. \$1.25/C		2,035.00
0019736879	SPARTAN STORES	CUST NO: 021063		43.42
1636937077	STAPLES BUSINESS CREDI	CREDIT ACCT# 3602063		530.73
76	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		1,378.00
76-STREETS	TOP TO BOTTOM TREE SER	LINE CLEARANCE - 402 SOUTH MARSHALL		318.00
08102021	TRIBAL MANUFACTURING	ENERGY OPTIMIZATION == LED LIGHTING		4,103.73
9885363219	VERIZON WIRELESS	ACCT 987146080-00001		1,271.41
73359707	WEX BANK	ACCT 0470004620761		10,667.80
08/10/2021	WIRELESS EXPERTS OF MA	UB refund for account: 802760004		23.54
GRAND TOTAL:				828,216.52

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 08/20/2021 - 08/20/2021
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
08/19/2021	ADKINS, ANTHONY & VANDIUB	refund for account: 3108030008		27.86
287290494544X81420	AT&T	ACCT 287290494544		42.54
08/19/2021	BARRETT, CHRISTI	UB refund for account: 2201880002		299.93
08/19/2021	BLOM, GRANT	UB refund for account: 3005400037		74.15
206613154311	CONSUMERS ENERGY	ACCT 100009163435		98.48
205901472186	CONSUMERS ENERGY	ACCT 100072243312		20.11
207146357407	CONSUMERS ENERGY	ACCT 100000335602		301.97
206524149786	CONSUMERS ENERGY	ACCT 100007594680		26.94
204299656516	CONSUMERS ENERGY	ACCT 100089211096		110.76
201185014754	CONSUMERS ENERGY	ACCT 100090336411		15.00
206613154313	CONSUMERS ENERGY	ACCT 100009163971		101.52
206613154312	CONSUMERS ENERGY	ACCT 100009163708		15.00
205278518291	CONSUMERS ENERGY	ACCT 103015800248		132.69
203142759894	CONSUMERS ENERGY	ACCT 103018520884		15.00
204566634452	CONSUMERS ENERGY	ACCT 103013521119		20.11
2501042107	FIRST ADVANTAGE LNS OC	ACCT 866466		63.28
08202021	HARRIS, CANDI	DART TOKEN REIMBURSEMENT		39.00
08182021	HUE COLOR & DESIGN	ENERGY OPTIMIZATION - LED LIGHTING		499.72
08052021	JACKSON, JACOB	REIMBURSEMENT - ICS COURSE 300		250.00
08/19/2021	JERRY MICHEL	UB refund for account: 1057		34.39
017045	LEWEY'S SHOE REPAIR	BOOT ALLOWANCE - JAY RIGGS		179.95
08132021	LUIB, EARL	REIMBURSEMENT - PARKING DURING METER SCH		78.00
08102021TT	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 7681 - TOM TARKIEWICZ		747.54
08102021CR	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 4860 - CHRISTY RAMEY		303.67
89929	MERIT NETWORK INC.	ACCT 39372		378.00
08/19/2021	MILLER, BRAD	UB refund for account: 3202520033		8.04
08/19/2021	NICKERSON, MICHAEL	UB refund for account: 2901020011		137.43
08122021	OAKLAWN HOSPITAL	ACCT 9950-56303 DRUG SCREEN - CHARLIE F		25.00
8685-7	SHERWIN-WILLIAMS	221 - PLANK FLOORING		2,974.73
8683-2	SHERWIN-WILLIAMS	209- PLANK FLOORING		2,974.73
837410	STEENSMA	CUSTOMER 5154 - 2 AUTOCUT HEADS		79.96
08192021	TARKIEWICZ, TOM	REIMBURSEMENT - HOTEL STAY FOR MICHIGAN		1,296.70
227373	TELNET WORLDWIDE	ACCT 8948		1,333.62
1573	THE WOODHILL GROUP, LL	FINANCE & ACCTG SERVICES FY2022	2022.011	7,537.50
77	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		848.00
0004011511	USA TODAY NETWORK	ACCT 584585 - JULY AD		68.00
74027592	WINDSTREAM	ACCT 205599191		52.95
08022021	WOW! INTERNET-CABLE-PH	ACCT 010040764		1,363.05
GRAND TOTAL:				22,575.32

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 08/27/2021 - 08/27/2021
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
08172021	AT&T	ACCT 145970911		107.35
21-303,310,312,525	CALHOUN COUNTY TREASUR	CHARGEBACK - PRE & LAND BANK DECREASES		43.75
21SUMRDISTADVAL1	CALHOUN COUNTY TREASUR	2021 SUMMER DIST AD VALOREM #1		294,729.35
21-600	CALHOUN COUNTY TREASUR	CHARGEBACK - JBOR VALUE DECREASE		2,031.09
21SUMRDISTADVAL1	CALHOUN INTERMEDIATE S	2021 SUMMER DISTRIBUTION AD VALOREM #1		81,343.83
315122221027604	CAPITAL ONE TRADE CRED	CREDIT ACCT# 587737		169.59
08212021	CARRIS, STEVE	#408 PAINT/PATCH HOLES		450.00
08/26/2021	COMMUNITY ACTION	UB REFUND FOR ACCOUNT: 2900330027		39.57
103972	CRT, INC	CAT 5 CABLES		21.00
3408	DAMRON BROTHERS	ASPHALT PATCHING	2022.043	6,763.00
08202021	HUEPENBECKER, JOHN	MEALS		20.00
529879	HUNTINGTON NATIONAL BA	BOND INTEREST		8,597.75
529880	HUNTINGTON NATIONAL BA	BOND INTEREST		24,225.60
08202021	JOHNSON, DAVE	MEALS		20.00
08/26/2021	KAREN KNIGHT	UB refund for account: 2549		65.61
08/26/2021	KATTIE STAHL	UB refund for account: 2471		69.87
21SUMRDISTADVAL1	KELLOGG COMMUNITY COLLI	2021 SUMMER DIST AD VALOREM #1		46,955.11
55	KIRK'S 5 STAR LLC	REPAIR OF FLAT ROOF LEAK, ESTIMATE #120	2022.035	2,188.98
20200048	KISER HYDRO , LLC	REFURBISHMENT OF HYDRO #3 - FOR NOVEMBER	2020.258	16,984.00
0128653	LOWE'S	ACCT 99007320387		991.79
08102021TS	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 2922 - THERESA SEARS		79.10
21SUMRDISTADVAL1	MARSHALL DISTRICT LIBR	2021 SUMMER DIST AD VALOREM #1		43,108.69
21SUMRDISTADVAL1	MARSHALL PUBLIC SCHOOL	2021 SUMMER DIST AD VALOREM #1		226,128.25
08192021	MEDLER ELECTRIC COMPAN	ENERGY OPTIMIZATION - BE HENRY BUILDING		375.00
08232021	SIEGEL, ROBERT	BOOT ALLOWANCE		159.99
761-10627517	STATE OF MICHIGAN	ACCT NO: G81186100 - WATER TESTING		1,543.00
37332	STORMWIND LLC	12 MO ULTIMATE ACCESS - JOE SMITH		990.00
08/26/2021	THE GRAND HOME OF MARS	UB refund for account: 318400		12.57
78 STREETS	TOP TO BOTTOM TREE SER	HANOVER/PROSPECT/MANSION/GREEN - TREE TR		2,385.00
78	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		848.00
08202021	UPRIGHT, CINDY	MEALS		20.00
GRAND TOTAL:				761,466.84

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
6019	ASPEN WIRELESS	TECH SUPPORT FOR FIBERNET.	\$8.75/CUSTOM 2022.012	14,402.50
08212021	BABCOCK, CLIFF	F. MARKET - ENTERTAINMENT		35.00
08212021	BUTTERS, SCOTTY	F. MARKET - ENTERTAINMENT		35.00
09022021	COMFORT INN-MT PLEASANT	ROOM FOR MPSI TRAINING - PHIL SMITH		446.25
65892	CONNECTED SOLUTIONS	GRMICROSOFT SURFACE PRO TABLETS QUOTE #65	2022.054	6,628.36
10022	COURTNEY & ASSOCIATES	MONTHLY RETAINER - AUGUST		250.00
08312021	DAVENPORT, MARGUERITE	REIMBURSEMENT- TRAINING FOR WWTP EMPLOYE		440.00
08272021	EPS1	OVER PAYMENT OF LISCENCES		10,000.00
09012021	ERSKINE, MARTIN	REIMBURSEMENT - QUALITY IMPROVEMENT CLAS		650.00
08302021	FAMILY BIBLE CHURCH	ENERGY OPTIMIZATION - LED LIGHTING		720.00
08312021	GROSS, JOHN	INSPECTIONS - AUGUST		1,050.00
07262021-2	GUILFORD, DAVID	CEMETERY PILLER REPAIR		1,650.00
3845045	IIX INSURANCE INFORMAT	MOTOR VEHICLE REPORTS		93.60
08212021	JEANETTE M. DYER	DESIGN/DEVELOPMENT/REIMBURSEMENT SPONSOR		273.94
2330	JIMMY'S JOHNS	TWO MONTHS - PORTA POTTY RENTAL -F. MARK		250.00
18739	MANER COSTERISAN	FY2021 FINANCIAL STATEMENT AND SINGLE	2022.020	3,000.00
08102021JM	MARSHALL COMMUNITY CU	CITY CREDIT - 9156 - JUSTIN MILLER		692.73
08102021EZ	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 2217 - ERIC ZUZGA		988.28
08262021	MICHIGAN RECREATION AN	2021 MPARKS GRAND EXPERIENCE - TRIP OCTO	2022.047	31,285.00
08212021	MILLER, TERRY	CHARCUTERIE BOARDS FOR FUND RAISER (5 BO		125.00
08302021	MINKWIC, MARK	ENERGY OPTIMIZATION - AC AND SMART THERM		175.00
09022021	PARKS, MICHELLE	REIMBURSEMENT - WATER, NUTRITION FOR STA		122.94
X42484	POWERPLAN	KOMATSU LOADER REPAIRS	2022.050	7,663.42
08212021	RAUTH, PAUL	ENTERTAINMENT		35.00
19467	SONAR	SEPTEMBER		2,041.25
09012021	STATE OF MICHIGAN EGLE	CLASS C EXAM - KEN FINNEY		70.00
09032021	STATE OF MICHIGAN EGLE	CLASS C EXAM - ERIC WEBBERLING		70.00
832550	STEENSMA	ROD/ CHAIN LINK		99.28
79 STREETS	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/		1,272.00
79	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/	2022.017	1,590.00
09032021	U.S. BANK	PROPERTY TAX REFUND - OVERPAYMENT	313-0	584.91
08282021	UPRIGHT, CINDY	MEAL		10.00
09/02/2021	V & V ASSESSING LLC	ASSESSING SERVICES		4,700.00
09/02/2021	WOLFERSBERGER, PAM	FARMERS MARKET MANAGER		850.00
08292021	WOW! BUSINESS	ACCT 014226414		126.62
08242021	WOW! BUSINESS	ACCT 013934621		46.67
GRAND TOTAL:				92,472.75

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 09/10/2021 - 09/10/2021
 UNJOURNALIZED
 OPEN AND PARTIALLY PAID

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
09072021	CANOPY BY HILTON	HOTEL ROOM - MARTIN ERSKINE - CONFERENCE		716.75
315121621034603	CAPITAL ONE TRADE CRED	GLOVES		467.68
315121021040608	CAPITAL ONE TRADE CRED	HEX KEY/HEX BOLTS/HEX NUT/IMPACT WRENCH		96.51
47773	CITY OF COLDWATER	HAROLD JENKINS - AUGUST		204.00
47771	CITY OF COLDWATER	HAROLD JENKINS - JULY		153.00
203409789546	CONSUMERS ENERGY	ACCT 103018521130		1,209.13
09102021	CORELOGIC CENTRALIZED	PROPERTY TAX REFUND - DUP. PMT - \$4389.9		5,831.75
104072	CRT, INC	MONTHLY CLOUD STORAGE		1,487.64
104064	CRT, INC	MESSAGING GATEWAY RENEWAL	2022.039	2,400.00
3	ETNA SUPPLY	WATER METER REPLACEMENT AND AMI SYSTEM	2021.099	255,448.10
22900690	GRANGER WASTE SERVICES	ACCT 18400290		28,905.76
00894358	GRANGER WASTE SERVICES	ACCT 18422860		107.00
22814527	GRANGER WASTE SERVICES	ACCT 2782490		1,623.98
09012021	GREENER GRASS FARMS	REIMBURSEMENT CHAR BOARD CONTEST MARKET		15.00
08252021	GROENEVELD, ANDREW	MEAL REIMBURSEMENT - COMMAND LEVEL 1 TRA		42.27
898651	GWIN, DARWIN	MOWING - BROOKS NATURE CENTER		300.00
09012021	HAZEL FAMILY FARM	DECOR REIMBURSEMENT - CHAR BOARD CONTEST		45.00
09092021	HERMANS MARSHALL HARDW	REIMBURSEMENT ELEC USAGE DOWNTOWN CLOCK		508.50
PC001347465:01	JACKSON TRUCK SERVICE	HIGH NOTE HORN		18.23
09012021	LILLY'S GARDEN	REIMBURSEMENT PRIZES CHAR BOARD CONTEST		54.00
08102021COFM	MARSHALL COMMUNITY CU	CITY CREDIT CARD - 3431 - CITY OF MARSHA		1,284.50
09092021	MARSHALL HARDWARE	REIMBURSEMENT - ELEC USAGE DOWNTOWN CLOC		51.38
89985	MERIT NETWORK INC.	ADDITIONAL BANDWIDTH - JUNE		378.00
20210914657	METRO WIRELESS	OCTOBER - DATE SERVICES		4,890.22
09012021	OLIVER, JIM	F. MARKET - ENTERTAINMENT		35.00
N9027866	QUADIENT LEASING USA,	CUST NO: 01041574 - POSTAGE MACHINE LEAS		613.52
09072021	RAUTH, PAUL	F. MARKET ENTERTAINMENT - 9/4		35.00
10325	REVORE LAW FIRM, P.L.C	MONTHLY RETAINER - LEGAL SERVICES - AUGU		7,752.00
1	STATE OF MICHIGAN - MD	AIRPORT LOAN		11,723.05
09012021	THE CHEESE PEOPLE	REIMBURSEMENT FOR MARKET BUCKS CHAR. CON		41.00
80 STREETS	TOP TO BOTTOM TREE SER	TREE REMOVAL - 419 S MULBERRY		424.00
80	TOP TO BOTTOM TREE SER	ELECTRIC LINE CLEARANCE (3-PERSON \$106/2022.017		3,127.00
09012021	WILLOW GARDEN	REIMBURSEMENT CHAR. BOARD CONTEST MARKET		19.00
GRAND TOTAL:				330,007.97

EVENT REPORT

EVENT: Skeleton Fest

EVENT LOCATION: City Lot: SW Corner of Hamilton & Michigan Intersection

SPONSOR: MAEDA

EVENT DATE: Saturday, September 25, 2021

EVENT TIME FRAME: 1:00pm – 10:00pm

MDOT PERMIT REQUIRED: No

MDOT PERMIT GRANTED: N/A

ROAD CLOSURE DETAIL: N/A

ROAD CLOSURE TIMEFRAME: N/A

EVENT CLOSURE DETAIL: N/A

DETOUR DETAIL: N/A

EVENT DETAIL: The skeletons are back and will haunt downtown Marshall from September 25-October 31. Each year, more than 30 skeletons in various costumes and poses are displayed around town for visitors to view and photograph. As one of the most anticipated events in Marshall, and because numerous events were canceled last year due to COVID, Choose Marshall is putting on a supersized Skeleton Fest Kick-off Party. Make no bones about it, this party will be bigger and better than ever.

Join us in the parking lot at the corner of Michigan Avenue and South Hamilton Street beginning at 2pm. Music will be playing throughout the afternoon and evening starting with The Wilde Giants from 3-6pm. There also will be face painting, balloon animals and food truck vendors. New this year are the Viking Warriors offering a chance for you to step back in time and see into the life of a Viking. This experience is sure to be fun for both kids and adults.

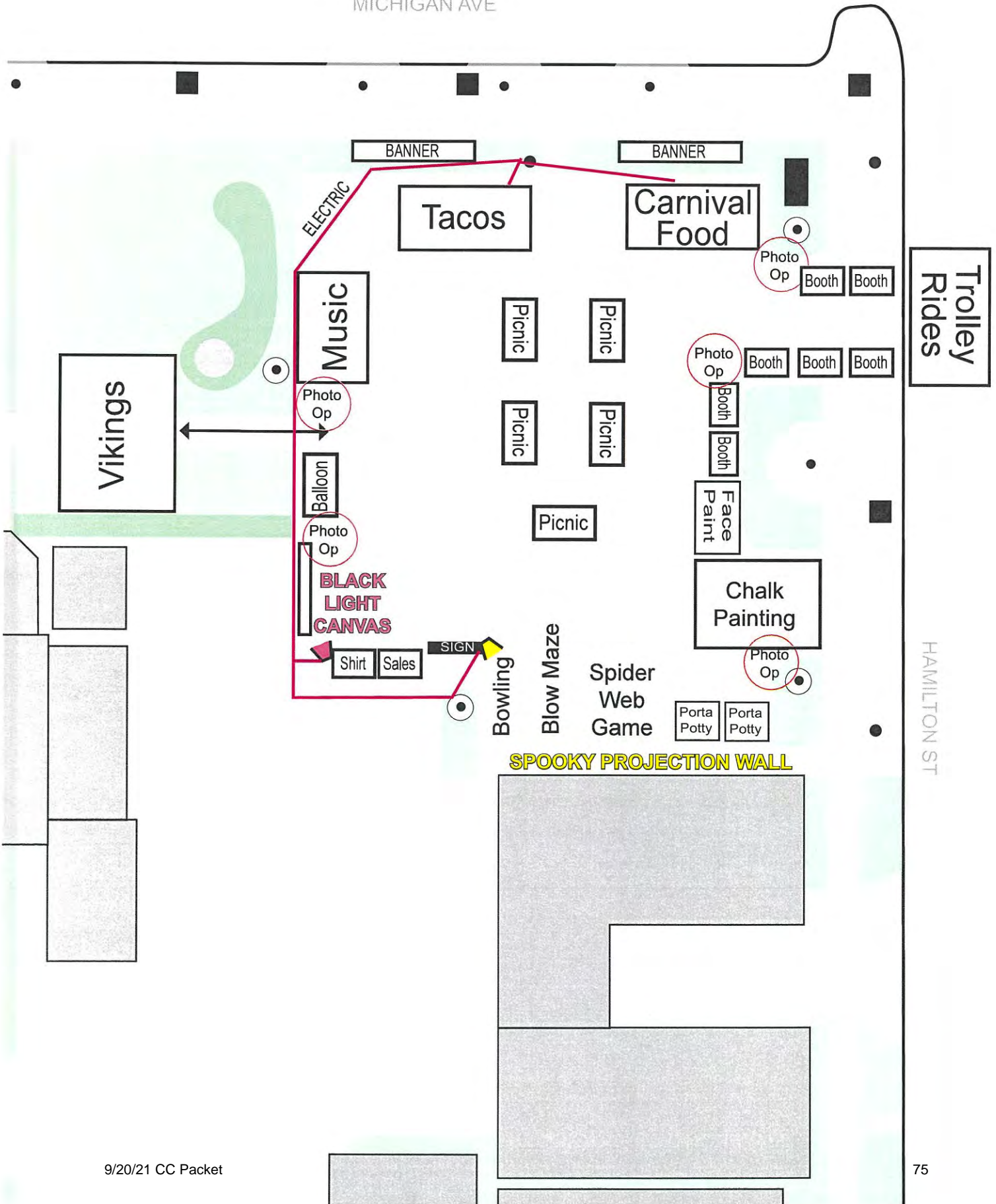
We'll also welcome the Cosplay Crusaders from 5-7pm. Show up in costume and party with your favorite superheroes. Since there are no phone booths in town, and you need a place to change into your superhero outfit, the Choose Marshall Welcome Center at 323 West Michigan Avenue has public restrooms at the front of the building.

Map of event area attached.

COUNCIL NOTIFICATION DATE: September 20, 2021

SkeletonFest Map

MICHIGAN AVE





ADMINISTRATIVE REPORT
September 20, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Trisha Nelson, Planning and Zoning Administrator
Tom Tarkiewicz, City Manager

SUBJECT: Approve Special Land Use #SLU21.02 for 205 W. Oliver Drive for Gen Two Solutions, LLC

BACKGROUND: Gen Two Solutions, LLC, has a purchase agreement in place for the property located at 205 W. Oliver Drive and is requesting a Special Land Use Permit for a Marihuana Facility. According to section 6.2.2 Special Land Uses of the Zoning Ordinance, any person owning or having an interest in the subject property may file an application for a special land use.

City Council adopted an ordinance amendment that allows for Marihuana facilities in a 100,000 square foot or larger building with at least 12 total acres and not restricted to site distances from another grower. City Council also adopted a zoning ordinance amendment which requires marihuana facilities to be special land uses. The property is zoned I-1 Research and Technical District which is the proper zoning required for a marihuana facility.

In accordance with the City's ordinances, Gen Two Solutions, LLC has submitted an application for a special land use permit for a Marihuana facility at 205 W. Oliver Drive. The complete SLU packet is attached.

On September 8, 2021, the Planning Commission held a public hearing on the Special Land Use request from Gen Two Solutions. Commissioners determined that all requirements have been met and the use of the property is compatible with the adjacent uses.

SLU PERMIT SUMMARY: The SLU Permit requires as a condition prior to marihuana operations that Gen Two have obtained or received prequalification for all required licenses, and City approvals for the operations, Security, and Odor Mitigation Plans prior to the effective date of the SLU Permit. In addition, the SLU Permit requires that all marihuana operations be in compliance with State law and regulations, and the City's ordinances.

MOTION by Burke-Smith, supported by Davis, to recommend that City Council approve the Special Land Use Application #SLU21.02 from Gen Two Solutions, LLC for 205 W. Oliver Drive for a Marihuana Facility. On a roll call vote- ayes: Banfield, Burke-Smith, Davis, Hall, Reed, and C.Zuzga: **MOTION CARRIED.**

RECOMMENDATION: The Planning Commission recommends that City Council approve Special Land Use Application #SLU21.01 02 from Gen Two Solutions, LLC for 205 W. Oliver Drive.

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

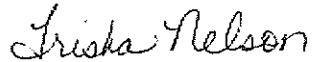
FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

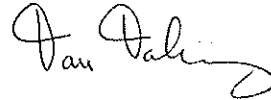
CITY GOAL CLASSIFICATION: GOAL AREA I: ECONOMIC DEVELOPMENT

Sustain and intensify the economic vitality of the Marshall area.

Respectfully submitted,



Trisha Nelson
Planning and Zoning Administrator



Tom Tarkiewicz
City Manager

CITY OF MARSHALL, MARSHALL MICHIGAN

SPECIAL LAND USE PERMIT (SLU) NO. _____

By the action of the Marshall City Council, pursuant to the recommendation of the Marshall Planning Commission, the Special Land Use Permit is granted to Gen Two Solutions LLC (hereinafter, collectively, “Grantee”) on the ____ of _____, 2021, effective upon City approval of Grantee’s aforementioned plans as specified herein, and the terms and conditions of this SLU Permit, to allow the growing and processing of marihuana and marihuana-infused products, under the conditions of this SLU Permit, on an approximately 15 acre site, located at 205 West Oliver Drive, Marshall, Michigan, 49068, parcel identification number, 53-003-001-00. The Property is legally described as follows:

COMMENCING AT THE NORTH ¼ CORNER SECTION 1, T38, R6W, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN. THENCE DUE WEST 1125 FEET ALONG THE NORTH LINE OF SAID SECTION 1; THENCE DUE SOUTH 40.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING DUE SOUTH 726 FEET, THENCE DUE WEST 900 FEET, THENCE DUE NORTH 726 FEET; THENCE DUE EAST 900 FEET TO THE POINT OF BEGINNING. CONTAINING 15 ACRES OF LAND, MORE OR LESS. BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

(Hereinafter, collectively, 205 West Oliver Drive and legal description, the “Property”.)

PROVIDED HOWEVER, that the uses Permitted herein shall be subject to the following conditions and requirements:

I. CONDITIONS PRECEDENT TO THE EFFECTIVE DATE OF THIS PERMIT:

- A. Grantee has obtained or received prequalification for all required licenses from the Department of Licensing and Regulatory Affairs and the Marijuana Regulatory Agency relative to the growing and processing of marihuana to be conducted within the Property area as identified in this SLU Permit; and Grantee has obtained all required licenses from the City of Marshall and all licenses are identified and license fees paid as required under City ordinance and resolution.
- B. Grantee has submitted an Operations Plan to the City and received approval from City officials and said Plan must be maintained.
- C. Grantee has submitted a Security Plan to the City and received approval from City officials and said Plan must be maintained.
- D. Grantee has submitted an Odor Mitigation Plan to the City and received approval from City officials and said Plan must be maintained.

II. CONDITIONS RELATIVE TO MARIHUANA OPERATIONS:

- A. Conditions identified and required in Section I (A-D) above are hereby incorporated as fully set forth in Section II.
- B. That all marihuana growing and marihuana processing operations (hereinafter, "Marihuana Operations") shall be conducted by the Grantee and restricted to the Property area as identified in this SLU Permit.
- C. That all Marihuana Operations shall be in compliance with the Michigan Marihuana Facilities Licensing Act (MMFLA), the Michigan Regulation and Taxation of Marihuana Act (MRTMA), and their associated administrative rules issued by the Department of Licensing and Regulatory Affairs and the Marijuana Regulatory Agency (MRA), and any legislation that amends the MMFLA and/or MRTMA and their associated administrative rules.
- D. That all Marihuana Operations shall be conducted in compliance with the City of Marshall's Ordinances and applicable codes and resolutions, including but not limited to, building codes and regulations.
- E. That all Marihuana Operations shall be conducted in compliance with applicable state building codes and regulations.
- F. That all Marihuana Operations shall be conducted in conformity with:
 - 1. SLU No. _____
 - 2. Operations Plan,
 - 3. Security Plan, to include security fencing and lighting requirements, and Grantee security staffing personnel,
 - 4. Odor Mitigation Plan, to include such measures as:
 - i. Grantee shall install and maintain in operable condition a system which precludes the emission of unreasonable and/or offensive marihuana odors from the Property.
 - ii. Grantee shall prohibit cultivation activity that results, or may responsibly result, in the emission of any gas, vapors, unreasonable and/or offensive odors, smoke, dust, heat or glare that is noticeable at or beyond the property line. Sufficient measures and means of preventing the escape of such substances from the facilities must be provided at all times. In the event that any gas, vapors, unreasonable and/or offensive odors, smoke, dust, heat or glare, or other substances exit the facilities, Grantee shall be

liable for such conditions and shall be responsible for immediate, full clean-up.

- iii. Grantee properly dispose of all such materials, items and other substances in a safe, sanitary and secure manner and in accordance with all applicable federal, state and local laws and regulations.

- G. All Marihuana Operations on the Property are subject to 24-hour inspection, without advance notice, by State officials and City officials, including but not limited to, members of the Marshall Building and Planning Departments, Police and Fire Departments, Finance, City Administration and City Attorney, as necessary, in the opinion of said officials, to determine compliance with this SLU Permit.
- H. That the Grantee obtain a policy to defend and indemnify the City, its Councilmembers, employees, and agents (collectively, the “City”), in an amount reasonably relevant to the Marihuana Operations, insuring the City against any loss or damage to persons or property, claims, and allegations, arising directly or indirectly from the Marihuana Operation of Grantee, or any person acting on behalf of Grantee in carrying on any activated connected directly or indirectly with the issuance of said SLU Permit.
- I. That the Grantee shall be responsible for compliance with the terms of this Permit and shall provide the City Manager’s Office with the name of three (s) persons that should be contacted in the event a term of this SLU Permit is violated. The Grantee shall provide for where these individuals can be reached both by telephone, email, and mailing address.
- J. That Grantee shall comply with the requirements of all reviewing governmental agencies.
- K. That Grantee shall employ measures as needed to assure that the public streets remain clear of mud, dust, and other materials from the Marihuana operations.

III. GENERAL PERMIT CONDITIONS:

- A. That Conditions identified and required in Sections I (A-D) and Section II (A-K) above are hereby incorporated as fully set forth in Section III.
- B. That this SLU Permit is not assignable, transferable, or modifiable without the express written approval of the City Council and its designee. A request for transfer must be made in writing and include a representation or commitment by the proposed transferee to abide by all terms within this SLU Permit and any new or additional terms deemed necessary by the City Council at the time of transfer to safeguard the public interest.
- C. Except as otherwise provided herein, all representations of the Grantee in connection with its application for a SLU Permit shall be deemed as continuing representations

and incorporated herein by reference as if fully set forth. Further, all conditions and representations contained in the Grantee's Plans previously or hereafter approved are incorporated by reference as conditions of this SLU Permit.

- D. Marihuana Operations shall be conducted in accordance with the site plans, and all applicable plans identified herein, except as modified by the conditions of this SLU Permit.
- E. Any violations of the statutes and laws cited herein, associated administrative rules, City Ordinances, codes and resolutions, terms of this SLU Permit, site plan, and other Grantee's plans, shall be cause for revocation of this Special Land Use Permit.
- F. The laws of the State of Michigan shall govern this SLU Permit and the venue for all legal proceedings in connection with this SLU Permit shall be Calhoun County, Michigan.

IV. EFFECTIVE DATE:

- A. DUE AUTHORIZATION. The City and Grantee warrant and represent to the other that this SLU Permit and the terms and condition thereof have been duly authorized and approved by the City Council and Grantee, Gen Two Solutions LLC., and their owners and officers, and affiliates or others that may have interest in the Marihuana Operations on the Property.
- B. That the persons who have executed this SLU Permit below have been duly authorized to do so.
- C. That Grantee, Gen Two Solutions LLC., and their owners and officers, and affiliates, or others that may have interest in the Marihuana Operations on the Property, hereby agree to all terms and conditions as set forth in this SLU Permit.
- D. Construction of buildings, structures, and direct and indirect construction for Marihuana Operations, and direct Marihuana Operations, are only permitted pursuant and subject to this SLU Permit on or after the Effective Date of this SLU Permit.

This Special Use Permit granted to Gen Two Solutions LLC. shall become effective on _____ and this recorded date of effect is that date on which conditions stated herein were certified as having been complied with and attached to this SLU.

WITNESSES:

CITY OF MARSHALL

By _____
Trisha Nelson, City Clerk

Gen Two Solutions LLC.

By _____
Evan Pilot, Director

GEN II SOLUTIONS
6001 Cass Avenue, Detroit, MI. 48202.
(313)-909-6531

The logo for GEN II SOLUTIONS features the company name in white, bold, sans-serif capital letters. The 'II' is notably larger and more prominent than the other characters. The text is centered within a dark blue circular shape that has a glossy, 3D effect with highlights and shadows. This circle is set against a background of lighter blue, semi-transparent circles of varying sizes, creating a layered, modern aesthetic.

City of Marshall – Planning Commission

323 W. Michigan Ave, Marshall, MI. 49068.

Dear Planning Commission,

We are seeking Special Land Use approval for the property located at 205 W. Oliver Street (Tax Parcel ID# 53-003-001-00) for the purpose of adult use cannabis processing and cultivation. This letter will summarize the request, history of the property, and highlight the economic impacts.

The site was built in the 1970's and operated as an adhesive manufacturing facility for a multinational organization. The site employed workers from the local area and provided many opportunities for the employees and city alike.

GEN II Solutions interest in the property began in November 2020 when we first contacted the sellers with our intent to purchase the site. As of May 4th, 2021, the purchase agreement between GEN II Solutions and the seller has been executed. The purchasing agreement is attached for your reference. One of the significant components of the purchase agreement is the contingency of Special Land Use approval being granted from the City of Marshall. With the approval, we will be able to execute the contract and continue down the path of turning this site into a successful business. Currently the building is zoned within the I-1 district, and we are seeking approval to operate within the City of Marshall. There are no proposed changes to the exterior elevations of this site.

In the near term, support from the City of Marshall will enable GEN II Solutions to revitalize the property. Once Special Land Use is provided, and in conjunction with our facility consultants, we plan to introduce odor control measures by incorporating appropriate HVAC equipment

GEN II SOLUTIONS

and various monitoring procedures. This will provide for safe working conditions at the site and eliminate any impact to our neighbors. Based on our experience and with our proposed mechanical equipment, we expect the odor from our site to be well below the screening levels the City will permit.

With your support, we plan to hire up to 100+ local resources and tap into the talent pool within the City of Marshall. Hire local is at the core of our business strategy. Going forward, we plan to be excellent corporate citizens and neighbors operating within the city limits and would seek to be considered for opportunities to support and lead local initiatives.

In conclusion, with your Special Land Use request approval, we will prevent adverse impacts on neighboring properties and districts, preserve public health, safety, morals, and general welfare, and facilitate development in accordance with the land use objectives of the City of Marshall Master Plan.

We ask for your consideration and support in helping us become a successful business in the City of Marshall. This Special Land Use approval will promote the flexibility and expansion necessary to convert this property into a successful business operation. We look forward to addressing additional concerns at public hearings and municipal meetings necessary to work through these requested approvals.

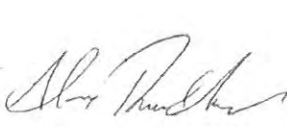
Best Regards,



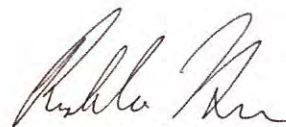
EVAN PILOT
Director



JONATHAN GAVRILOSKI
Director



ALEX RISTOVSKI
Director



RUSH HASAN
Director

SPECIAL LAND USE APPLICATION

City of Marshall
Fee \$250.00

Section 6.2 of the Marshall City Zoning Ordinance gives citizens the opportunity to file for a Special Land Use Permit when it is required by zoning district.

Process

- Application, fee, and all required materials are submitted by due date. Once found to be complete, the application is placed on the Planning Commission agenda for acceptance.
- Planning Commission meeting #1:** At this meeting, a public hearing is scheduled for the following month.
- Neighbors within 300 feet of the property seeking special land use are notified of the public hearing.
- Planning Commission meeting #2:** Public hearing is held and discussion takes place. A recommendation on the application is given for City Council.
- City Council meeting:** Item is placed on the agenda, a staff report and Planning Commission comments are offered for review and City Council grants final approval, disapproval, or approval with conditions.

Address of subject property 205 W OLIVER DR, MARSHALL, MI 49068

Applicant's name GEN TWO SOLUTIONS, LLC Phone 313-909-6531

Applicant's address 6001 CASS AVENUE City DETROIT Zip 48202

Owner's Name BOSTIK, INC. Phone _____

Owner's Address 11320 W. WATERTOWN PLAN RD City WAUWATOSA Zip 53226

Explain need for a Special Land Use permit at the subject property (attach more if necessary):

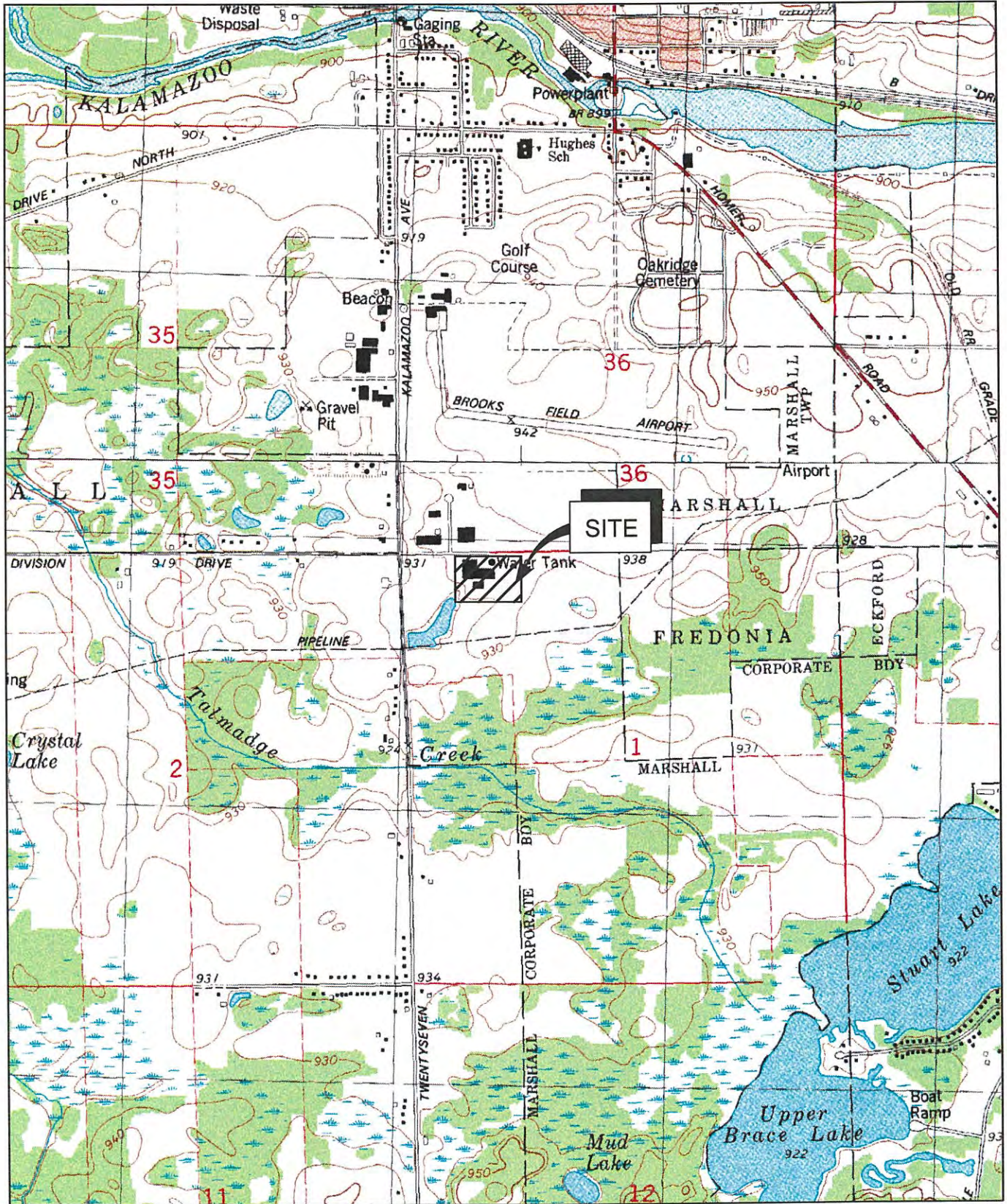
The Subject property will be used for marijuana cultivation and processing. We are seeking special land use permit to operate within city and state compliance and regulations.

Applicant's Signature  Date 07/07/2021

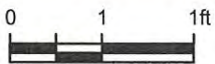
Owner's Signature SEE PURCHASE AGREEMENT ATTACHED Date _____

The following items MUST be submitted for the application to be complete:

- A plot plan showing property boundaries and legal description
- Existing structures, uses and zoning on subject and adjacent properties
- Location of all abutting streets, easements, and similar public areas
- Proposed compliance plan (if applicable) including hours, signs, parking, etc.

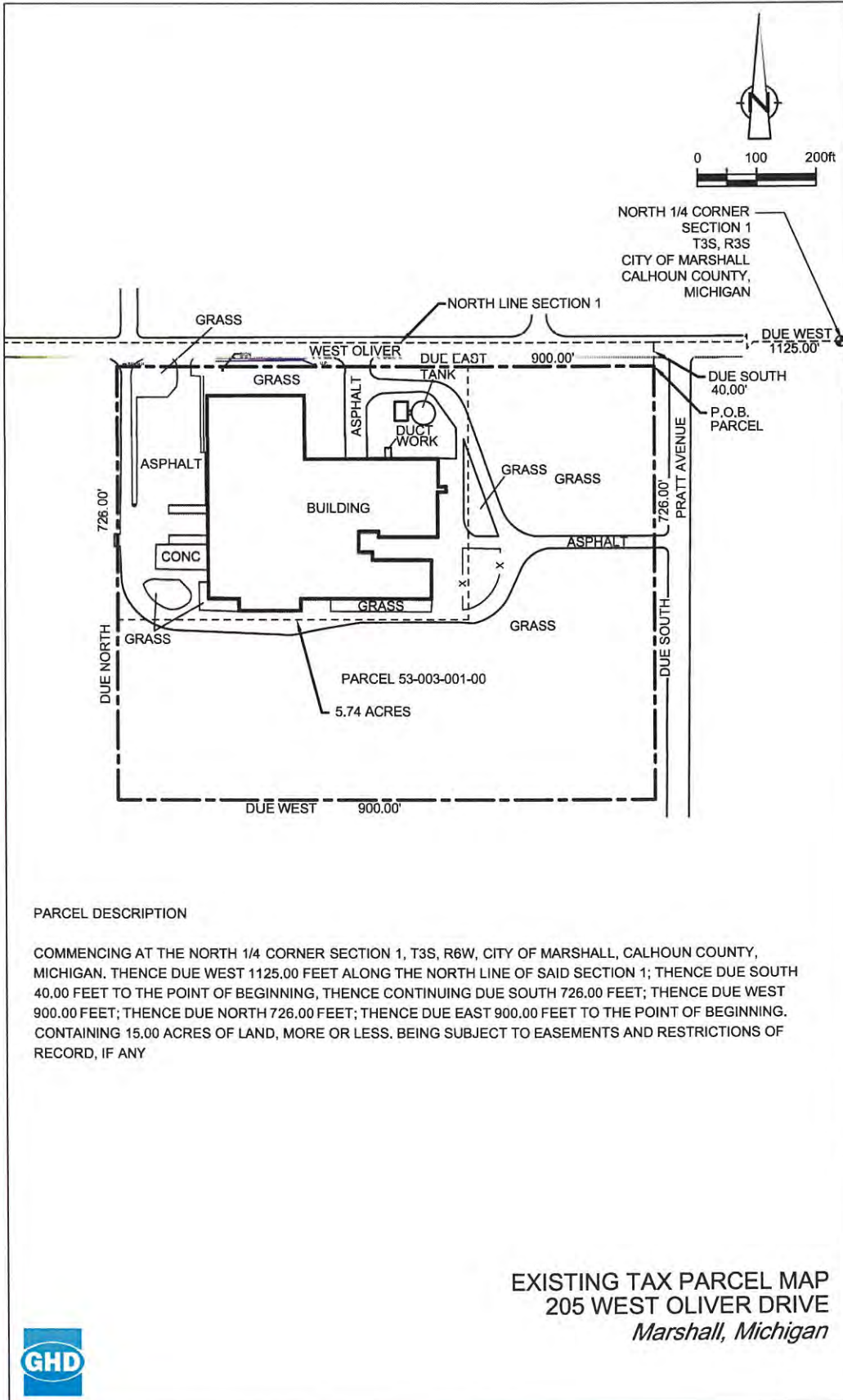


SOURCE: USGS QUAD MAP: MARSHALL, MICHIGAN: LYON LAKE, MICHIGAN



MARSHALL, MICHIGAN

SITE LOCATION

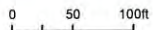
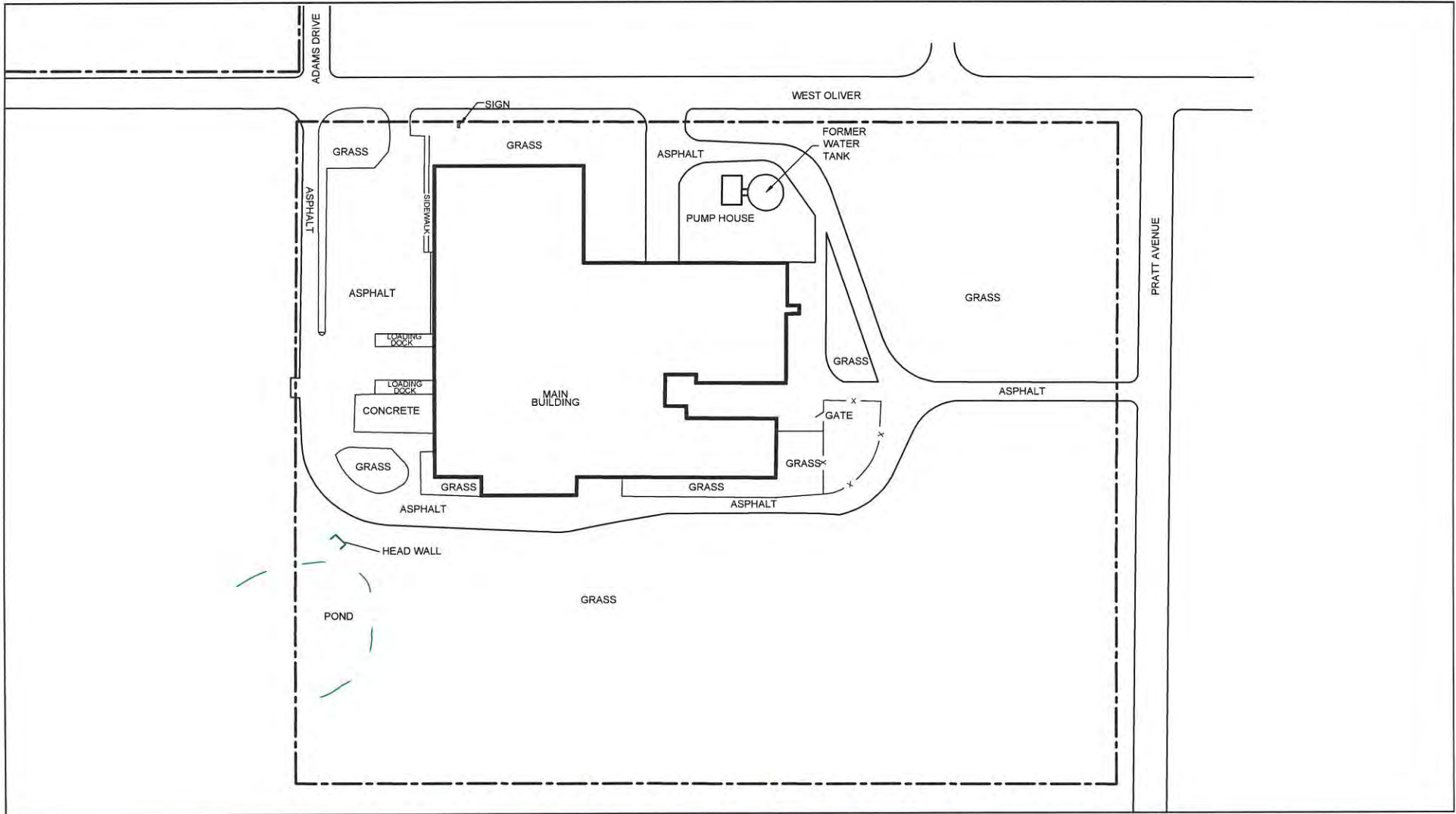


PARCEL DESCRIPTION

COMMENCING AT THE NORTH 1/4 CORNER SECTION 1, T3S, R6W, CITY OF MARSHALL, CALHOUN COUNTY, MICHIGAN. THENCE DUE WEST 1125.00 FEET ALONG THE NORTH LINE OF SAID SECTION 1; THENCE DUE SOUTH 40.00 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING DUE SOUTH 726.00 FEET; THENCE DUE WEST 900.00 FEET; THENCE DUE NORTH 726.00 FEET; THENCE DUE EAST 900.00 FEET TO THE POINT OF BEGINNING. CONTAINING 15.00 ACRES OF LAND, MORE OR LESS, BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY

EXISTING TAX PARCEL MAP
205 WEST OLIVER DRIVE
Marshall, Michigan





LEGEND

- PROPERTY BOUNDARY
- FENCE LINE



MARSHALL, MICHIGAN

SITE PLAN



1. Description of Site

1.1 Site Location

The Site is located at 205 Oliver Drive in the City of Marshall, Calhoun County, Michigan. Based on the review of available information, the Site consists of roughly 18 acres of land, including approximately 130,000 sf of floor space, located in the main building. Ancillary structures, located at the Site, include a pump house with demolished water tank, interior roads, parking areas, storm water pond and vegetated areas.

1.2 Current and Historical Ownership and Operations

The Site was originally developed in 1970 by the Bostik Chemical Group Emhart, a subsidiary of Emhart Corporation. Bostik, Inc. became an incorporated subsidiary of Emhart Industries, Inc. in September 1989. In 1990, Bostik was purchased by Total Fina and Bostik Findley was formed in 2001 during the merger of Total Fina & Elf Aquitaine. In February 2015, Bostik became a wholly owned subsidiary of Arkema, Inc. Bostik Division Emhart was listed in the city directories from 1977 to 1997. The 2002 and 2007 city directories listed Bostik, Inc. as an occupant of the Site.

Based on the review of historical aerial photographs, portions of the Site were depicted as cultivated land from at least 1938 until Site development in 1970. Bostik manufactured anti-seize, hot melt adhesives and specialty-coated film products at the Site from 1971 through July 2010. The Site is currently inactive and the main building is vacant.

1.3 Regional Zoning

Based on the review of the 2009 City of Marshall Zoning Map, as shown in Figure 3.1, the City of Marshall consists of residential areas, public lands, businesses, office areas, and research and manufacturing areas.

1.4 Site Zoning and Adjacent Properties

Based on the review of the 2009 City of Marshall Zoning Map, Figure 3.1, the Site and surrounding properties are zoned I-1 for research and manufacturing.

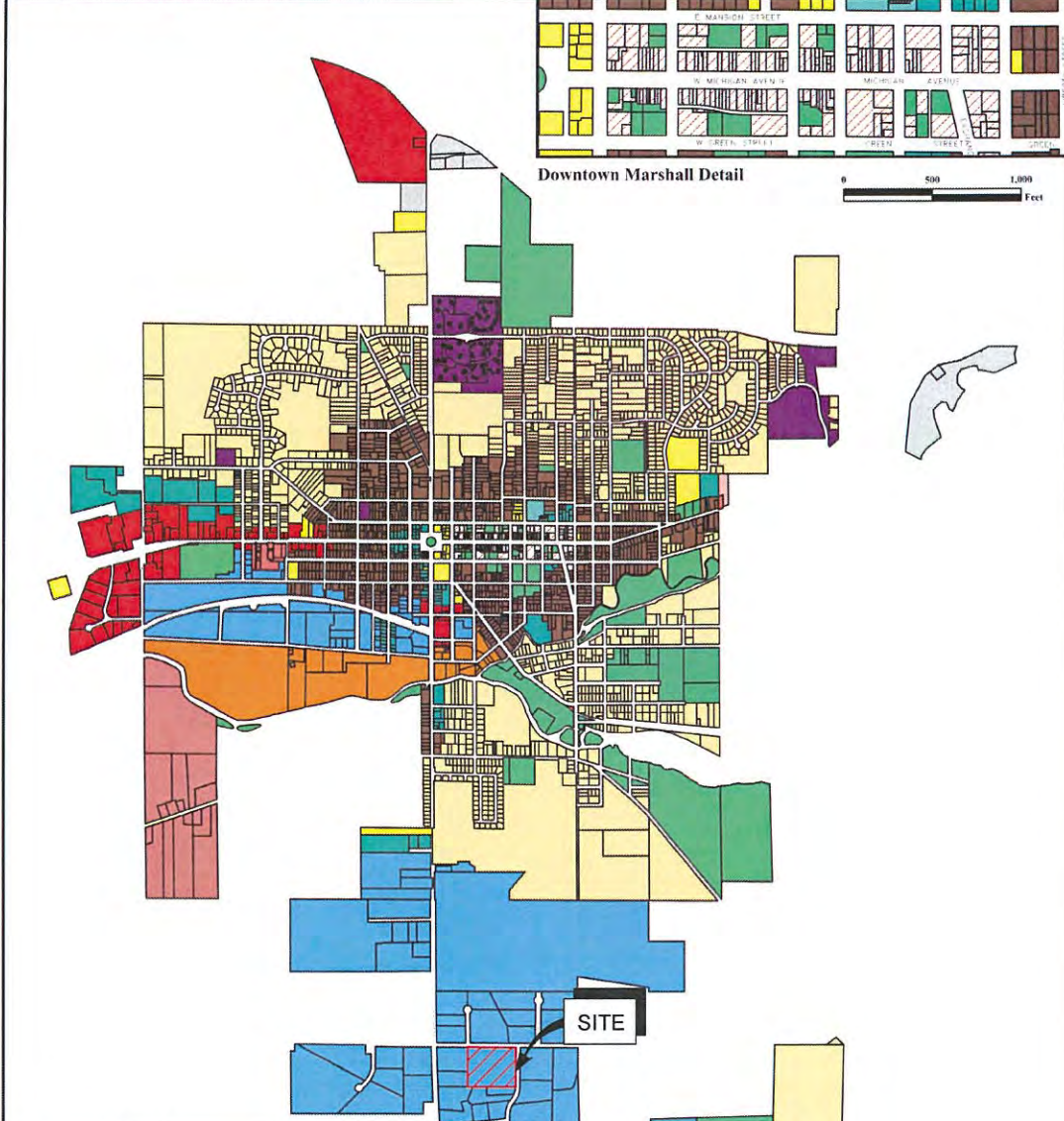
The Site is bordered:

1. To the north by Oliver Drive and beyond by C&S Carton (A Division of Chelsea Milling Company), Adams Street, vacant industrial building (previously occupied by Campbell Soup), and Maverick Machine & Tool.
2. To the east by vegetated land and beyond by Pratt Avenue and an industrial building (previously occupied by Autocam Corporation).
3. To the west by McElroy Metal.
4. To the south by a pond and vegetated land and beyond by Spero Industries, LLC.

City of Marshall Zoning Map



Downtown Marshall Detail



Legend

	B-2 (Local Business)
	B-3 (Neighborhood Commercial)
	B-4 (Regional Commercial)
	FS (Freeway Service)
	HCHSD (Health Care and Human Services)
	I-1 (Research and Manufacturing)
	I-2 (General Industrial)
	MFRD (Multiple Family Residential)
	MHPD (Manufactured Housing Park)
	POSD (Professional Office Service)
	PSP (Public / Semi Public Services)
	PUD (Planned Unit Development)
	R-1 (Residential Estate)
	R-2 (Suburban Residential)
	R-3 (Traditional Residential)

Certification
The undersigned hereby certifies that the foregoing is a true and accurate copy of the official zoning map adopted by the City Council of the City of Marshall at the regular meeting held on _____ December 7, 2009.

Sandra Bird, City Clerk-Treasurer
City of Marshall, Michigan

Disclaimer
The lot lines of this map are representative of actual lot lines and are not intended as a substitute for an official survey or to be used to resolve boundary or area issues.

Map Amendments

Date	Ordinance Number
12/8/2009	#09-03

0 1,100 2,200 Feet 12/08/2009



MARSHALL, MICHIGAN

ZONING MAP



Property Address

205 W OLIVER DR
--, MI, 49068

Owner Address

BOSTIK INC
--
11320 WATERTOWN PLANK ROAD
WAUWATOSA, WI 53226-3413

Unit: 53
Unit Name: CITY OF MARSHALL

General Information for 2021 Tax Year

Parcel Number:	53-003-001-00	Assessed Value:	\$1,165,900
Property Class:	301	Taxable Value:	\$880,929
Class Name:	INDUSTRIAL	State Equalized Value:	\$1,165,900
School Dist Code:	13110		
School Dist Name:	MARSHALL		

PRE 2020: 0%
 PRE 2021: 0%

Prev Year Info

Prev Year Info	MBOR Assessed	Final SEV	Final Taxable
2020	\$1,057,700	\$1,057,700	\$868,767
2019	\$1,056,400	\$1,056,400	\$852,569

Land Information

Acreage:	15
Zoning:	I-1

Legal Description

MARSHALL CITY, PART OF SEC 1-3-6 BEG 1125 FT W & 40 FT S OF N 1/4 POST S 726 FT, W 900 FT, N 726 FT, E 900 FT TO POB.

Sales Information

No Records Found

Tax History *Total Due as of settlement date

Tax Details 2018 Winter

School Dist. Code:	13110	Assessed Value:	\$1,038,500
School Dist. Name:	MARSHALL	Taxable Value:	\$832,587
Property Class:	301	State Equalized Value:	\$1,038,500
Class Name:	INDUSTRIAL	Exemption Percent:	0%
Last Payment Date:	December 17, 2018		
Base Tax:	\$16,604.21	Base Paid:	\$16,604.21
Admin Fees:	\$164.05	Admin Fees Paid:	\$164.05
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$16,768.26	Total Paid:	\$16,768.26

Tax Items 2018 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
COUNTY VETERANS	0.1	83.25	\$83.25

MEDICAL CARE	0.2482	206.64	\$206.64
SENIOR MILLAGE	0.7452	620.44	\$620.44
CALHOUN I.S.D.	3.0757	2,560.78	\$2,560.78
K.C.C.	1.8068	1,504.31	\$1,504.31
SCHOOL OPER	8.9649	7,464.05	\$7,464.05
SCHOOL DEBT	3.525	2,934.86	\$2,934.86
SCH SINKING FUND	0.5	416.29	\$416.29
MSL AMBUL. AUTH	0.7	582.81	\$582.81
SCHOOL OPER FC	8.9649	0.00	\$0.00
BRACE LAKE	0	32.06	\$32.06
L. ALTA BROOKS I	0	198.72	\$198.72

Tax Details 2018 Summer

School Dist. Code:	13110	Assessed Value:	\$1,038,500
School Dist. Name:	MARSHALL	Taxable Value:	\$832,587
Property Class:	301	State Equalized Value:	\$1,038,500
Class Name:	INDUSTRIAL	Exemption Percent:	0%

Last Payment Date: September 4, 2018

Base Tax:	\$42,040.99	Base Paid:	\$42,040.99
Admin Fees:	\$420.40	Admin Fees Paid:	\$420.40
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$42,461.39	Total Paid:	\$42,461.39

Tax Items 2018 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
CITY GENERAL	17.1629	14,289.60	\$14,289.60
CITY LEAF/BRUSH	0.4954	412.46	\$412.46
CITY REC	0.9306	774.80	\$774.80
DIAL-A- RIDE	0.9306	774.80	\$774.80
LIBRARY OPER	1.6704	1,390.75	\$1,390.75
SET	6	4,995.52	\$4,995.52
CALHOUN I.S.D.	3.13	2,605.99	\$2,605.99
K.C.C.	1.8068	1,504.31	\$1,504.31
SCHOOL OPER	8.9649	7,464.05	\$7,464.05
SCHOOL DEBT	3.525	2,934.86	\$2,934.86

D.D.A.	0	0.00	\$0.00
SCH SINKING FUND	0.5	416.29	\$416.29
COUNTY GENERAL	5.3779	4,477.56	\$4,477.56
SCHOOL OPER FC	8.9649	0.00	\$0.00

Tax Details 2017 Winter

School Dist. Code:	13110	Assessed Value:	\$1,027,000
School Dist. Name:	MARSHALL	Taxable Value:	\$815,463
Property Class:	301	State Equalized Value:	\$1,027,000
Class Name:	INDUSTRIAL	Exemption Percent:	0%

Last Payment Date: December 18, 2017

Base Tax:	\$16,097.36	Base Paid:	\$16,097.36
Admin Fees:	\$160.97	Admin Fees Paid:	\$160.97
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$16,258.33	Total Paid:	\$16,258.33

Tax Items 2017 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
COUNTY VETERANS	0.1	81.54	\$81.54
MEDICAL CARE	0.2482	202.39	\$202.39
SENIOR MILLAGE	0.7452	607.68	\$607.68
LIBRARY DEBT	0	0.00	\$0.00
CALHOUN I.S.D.	3.0757	2,508.11	\$2,508.11
K.C.C.	1.8068	1,473.37	\$1,473.37
SCHOOL OPER	9	7,339.16	\$7,339.16
SCHOOL DEBT	3.525	2,874.50	\$2,874.50
SCH SINKING FUND	0.5	407.73	\$407.73
MSL AMBUL. AUTH	0.7	570.82	\$570.82
SCHOOL OPER FC	9	0.00	\$0.00
BRACE LAKE	0	32.06	\$32.06

Tax Details 2017 Summer

School Dist. Code:	13110	Assessed Value:	\$1,027,000
School Dist. Name:	MARSHALL	Taxable Value:	\$815,463
Property Class:	301	State Equalized Value:	\$1,027,000
Class Name:	INDUSTRIAL	Exemption Percent:	0%

Last Payment Date: August 21, 2017

Base Tax:	\$41,223.46	Base Paid:	\$41,223.46
Admin Fees:	\$412.23	Admin Fees Paid:	\$412.23
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$41,635.69	Total Paid:	\$41,635.69

Tax Items 2017 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
CITY GENERAL	17.1629	13,995.70	\$13,995.70
CITY LEAF/BRUSH	0.5	407.73	\$407.73
CITY REC	0.9393	765.96	\$765.96
DIAL-A- RIDE	0.9393	765.96	\$765.96
LIBRARY OPER	1.6711	1,362.72	\$1,362.72
SET	6	4,892.77	\$4,892.77
CALHOUN I.S.D.	3.13	2,552.39	\$2,552.39
K.C.C.	1.8068	1,473.37	\$1,473.37
SCHOOL OPER	9	7,339.16	\$7,339.16
SCHOOL DEBT	3.525	2,874.50	\$2,874.50
D.D.A.	0	0.00	\$0.00
SCH SINKING FUND	0.5	407.73	\$407.73
COUNTY GENERAL	5.3779	4,385.47	\$4,385.47
SCHOOL OPER FC	9	0.00	\$0.00

Tax Details 2016 Winter

School Dist. Code:	13110	Assessed Value:	\$1,001,100
School Dist. Name:	MARSHALL	Taxable Value:	\$808,190
Property Class:	301	State Equalized Value:	\$1,001,100
Class Name:	INDUSTRIAL	Exemption Percent:	0%

Last Payment Date: January 30, 2017

Base Tax:	\$15,760.38	Base Paid:	\$15,760.38
Admin Fees:	\$157.60	Admin Fees Paid:	\$157.60
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$15,917.98	Total Paid:	\$15,917.98

Tax Items 2016 Winter

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
------------	--------------	----------	----------------

COUNTY VETERANS	0.1	80.81	\$80.81
MEDICAL CARE	0.2482	200.59	\$200.59
SENIOR MILLAGE	0.7452	602.26	\$602.26
LIBRARY DEBT	0	0.00	\$0.00
CALHOUN I.S.D.	3.0757	2,485.74	\$2,485.74
K.C.C.	1.8068	1,460.23	\$1,460.23
SCHOOL OPER	9	7,273.71	\$7,273.71
SCHOOL DEBT	3.525	2,848.86	\$2,848.86
SCH SINKING FUND	0.5	404.09	\$404.09
MSL AMBUL. AUTH	0.5	404.09	\$404.09
SCHOOL OPER FC	9	0.00	\$0.00

Tax Details 2016 Summer

School Dist. Code:	13110	Assessed Value:	\$1,001,100
School Dist. Name:	MARSHALL	Taxable Value:	\$808,190
Property Class:	301	State Equalized Value:	\$1,001,100
Class Name:	INDUSTRIAL	Exemption Percent:	0%

Last Payment Date: August 15, 2016

Base Tax:	\$40,487.84	Base Paid:	\$40,487.84
Admin Fees:	\$404.87	Admin Fees Paid:	\$404.87
Interest Fees:	\$0.00	Interest Fees Paid:	\$0
Total Tax & Fees:	\$40,892.71	Total Paid:	\$40,892.71

Tax Items 2016 Summer

Tax Source	Millage Rate	Tax Amt.	Base Amt. Paid
CITY GENERAL	17.1629	13,870.88	\$13,870.88
CITY LEAF/BRUSH	0.5	404.09	\$404.09
CITY REC	0.9393	759.13	\$759.13
DIAL-A- RIDE	0.484	391.16	\$391.16
LIBRARY OPER	1.6711	1,350.56	\$1,350.56
SET	6	4,849.14	\$4,849.14
CALHOUN I.S.D.	3.13	2,529.63	\$2,529.63
K.C.C.	1.8068	1,460.23	\$1,460.23
SCHOOL OPER	9	7,273.71	\$7,273.71
SCHOOL DEBT	3.525	2,848.86	\$2,848.86

D.D.A.	0	0.00	\$0.00
SCH SINKING FUND	0.5	404.09	\$404.09
COUNTY GENERAL	5.3779	4,346.36	\$4,346.36
SCHOOL OPER FC	9	0.00	\$0.00

Application Use:

This map is neither a legally recorded map nor a survey and is not intended to be used as such. The information on Calhoun County websites, are distributed and transmitted 'as is' without warranties of any kind, either expressed or implied, including without limitations, warranties of title or implied warranties of merchantability or fitness for a particular purpose. Calhoun County does not guarantee the accuracy, timeliness, or completeness of the information on this website.

GIS/Mapping:

The Geographic Information System (GIS) made available through this website is developed and maintained by Calhoun County. Use of materials and information constitutes acceptance of all disclaimers associated with these websites. GIS data is not the official record of the County. This data is made available for information purposes only!

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of May, 2021 ("Effective Date"), by and between **Gen Two Solutions, LLC**, a Michigan limited liability company ("Purchaser") of 6001 Cass Avenue, Detroit MI 48202, and **Bostik, Inc.**, a Delaware corporation ("Seller"), with an address of 11320 W. Watertown Plank Road, Wauwatosa, WI 53226.

WITNESETH:

WHEREAS, Seller is the owner of premises situated in the City of Marshall, County of Calhoun, State of Michigan, commonly known as 205 W. Oliver Street, Marshall, MI 49068, and legally described in Exhibit A; and

WHEREAS, Seller desires to sell and Purchaser desires to purchase all of Seller's rights in such premises, on an AS IS, WHERE IS basis, including (i) all of Seller's rights in the land described in Exhibit A (the "Land"), (ii) all of Seller's rights in the buildings and all other improvements thereon (the "Improvements"), (iii) all of Seller's rights in easements, rights-of-way, tenements, appurtenances, licenses and privileges belonging or in any way appertaining to the Land (the "Easements and Ownership Rights"), (iv) all air, subsurface and mineral rights of Seller relating to the Land except as the same may have been transferred of record prior to the date of this agreement (the "Air and Subsurface Rights"), and (v) all fixtures or other personal property, if any, owned by Seller on the date of closing of the purchase and at that date affixed to or located in and used in connection with ownership and operation of the Land or the Improvements, including without limitation any heating, lighting, incinerating, refrigerating, ventilating, air conditioning, air cooling, plumbing, gas, water and electrical equipment, equipment, machinery (specifically excluding any items of personal property owned by third parties and leased to Seller) situated upon the Land or Improvements if any of the foregoing are located on the Land at the date of closing (the "Personal Property"). All of the foregoing rights described in this paragraph, consisting collectively of the Land, Improvements, Easements and Ownership Rights, Air and Subsurface Rights, and Personal Property, being referred to collectively as the "Property";

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and of the benefits to be derived herefrom, receipt of which is severally acknowledged, Seller and Purchaser hereby agree as follows:

1. Offer and Acceptance. Purchaser offers and agrees to purchase the Property for the Purchase Price defined below and upon the other terms and conditions set forth in this Agreement. Seller hereby accepts the offer of the Purchaser. Such offer and acceptance are subject to and in accordance with the terms and conditions set forth below and the recitals above which are incorporated by reference here.

2. Purchase Price. The total price for the purchase of the Property (the "Purchase Price") shall be Two Million Dollars (\$2,000,000.00), payable as follows:

A. Upon execution of this Agreement by Seller, Purchaser shall deposit with First American Title Insurance Company, as escrow agent (in such capacity, the "Escrow Agent"), the initial sum of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Deposit") to be held by the Escrow Agent for application to the Purchase Price upon consummation of the transaction. In the event the sale is consummated as contemplated in this Agreement, the Deposit shall be paid by the Escrow Agent to Seller on the Closing Date and credited against the Purchase Price. In the event the sale is not consummated for any reason, disposition of the Deposit and all interest accrued thereon shall be governed by paragraph 12 or 13. **The entire Deposit shall become nonrefundable on and after the earlier of the date that Purchaser satisfies itself with its due diligence as set forth in paragraph 6, or 11:59 PM E.D.T. on the date that is 90 days after the Effective Date ("Diligence End Date"), subject to extension only for a timely and proper Zoning Extension as described in paragraph 6).** Any interest earned on the Deposit, if any, shall be paid to the party entitled to the Deposit, and the party receiving the interest will pay any income tax on it.

B. On the date established pursuant to paragraph 14 (the "Closing Date") for delivery of the covenant deed (Exhibit C) and other closing deliveries to Purchaser and disbursement of the proceeds of the sale due Seller (the "Closing"), Purchaser shall make payment to Seller of the Purchase Price, adjusted to reflect all prorations made pursuant to paragraph 15 and the allocation of closing costs pursuant to paragraph 16 and otherwise as provided in any other paragraph of this Agreement, less the Deposit (together with interest accrued thereon). Payment of the amount due to Seller under this Agreement shall be made by wire transfer of immediately available funds (denominated as US Dollars) to Seller.

3. Evidence of Title. As evidence of title to the Property, Seller shall, as soon as practicable, but within ten (10) days after the date of this Agreement, furnish or cause to be furnished to Purchaser:

A. A commitment dated subsequent to the date of this Agreement for the issuance of an ALTA Form B owner's policy of title insurance (which title insurance policy is to be issued at Closing or as soon as practicable thereafter), without standard exceptions (except subject to the survey exception if Purchaser elects to not obtain an updated survey and the title company will not remove the survey exception with the current survey and an affidavit of no change from Seller (which Seller shall provide if acceptable to the title company), in the amount of the Purchase Price, which commitment shall be issued by First American Title Insurance Company. Seller shall, at the time of Closing, direct the title company to issue a proforma owner's policy and direct the title company to provide an owner's policy of title insurance from First American Title Insurance Company pursuant to the commitment for prompt delivery to Purchaser; and

B. Without warranty any existing surveys of the Property in the possession of Seller. Purchaser shall, at its sole cost, obtain any surveys it desires.

Within fourteen (14) days of Purchaser's receipt of the title commitment, or by the Diligence End Date, if earlier, Purchaser shall notify Seller in writing of any objection to the title to the Property, including any matters of survey, based upon a written opinion of Purchaser's attorney. Notwithstanding the foregoing, Purchaser shall not have the right to object to any of the matters listed on Exhibit C-1 to this Agreement. If Purchaser fails to notify Seller in writing of any such objection, Purchaser shall be deemed to have accepted the state of title to the Property, including any matters of survey. Seller shall have thirty (30) days from the date it is notified in writing of the particular defects claimed either to remedy the defect or defects, provide title insurance over the defect or defects, or to terminate this Agreement, at Seller's sole option; provided that (i) Purchaser may elect to waive any defect and proceed with the purchase subject thereto and provided, further, that (ii) in the event any such defect results from a lien or encumbrance dischargeable upon the payment of a liquidated amount not in excess of One Thousand Dollars (\$1,000.00) in the aggregate, Purchaser may, at its option, pay such amount and receive credit against the Purchase Price. If Seller remedies the defect or defects within the time specified or Purchaser elects to waive such defect or defects or to pay such liquidated amount to discharge such defect or defects, Purchaser agrees to complete the purchase and proceed to Closing within the timeline specified by this Agreement. If Seller is unwilling or unable to remedy the defect or defects within the time specified, this Agreement may be terminated by Seller, or by Purchaser prior to the Diligence End Date, and Purchaser shall be entitled to a refund of the Deposit.

4. Possession. Possession of the Property shall be delivered to Purchaser on the Closing Date.

5. Representations and Warranties.

A. Representations of Seller. Seller represents and warrants to Purchaser, as of the date of this Agreement and as of the Closing Date, as follows:

1. Seller is a duly formed and validly existing corporation in good standing under the laws of the State of Delaware.

2. Seller possesses the authority to enter into and close the transaction contemplated by this Agreement. This Agreement and all documents to be executed pursuant to it by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, and the transaction contemplated by this Agreement will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Seller or the Property are subject or by which Seller or the Property are bound. Seller has the right and power to transfer and convey the Property without violating any contract, lease, mortgage, law, code or regulation, including, but limited to, any fraudulent conveyances law. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

3. Seller is not a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986 and regulations promulgated thereunder, and Seller will furnish to Purchaser, at Closing, an appropriate affidavit to this effect.

4. No third party possesses any option, right of first refusal or other right to purchase the Property. Seller has not made any agreement to sell any of the Property to any person other than Purchaser that remains in force or effect as of the Effective Date.

5. To the best of Seller's knowledge, after a diligent review of its records, Seller has provided to Purchaser, and/or will provide access to Purchaser at Dickinson Wright's Detroit, Michigan office within ten (10) days of the Effective Date, copies of all non-privileged, material reports and/or sampling data or results relating to the environmental condition of the Property in terms of the presence of Hazardous Substances at, on, under or from the Property in Seller's possession or control.

6. Seller has not granted any leases, licenses, use, rental or occupancy agreements pertaining to the Property except as shown on the title commitment or the owner's affidavit provided to First American Title Insurance Company or anticipated by this Agreement.

7. No improvements, repairs or construction have occurred on the Property within one hundred twenty (120) days prior to the Effective Date of this Agreement, except as anticipated by this Agreement, or Seller shall provide evidence to First American Title Insurance Company that all such work has been paid for prior to the Closing, except any matters arising from the actions of, or investigations by Purchaser.

8. To the Seller's knowledge, no condemnation proceedings or eminent domain proceedings are now pending or contemplated against the Property.

9. Seller will not lease, transfer or otherwise encumber the Property prior to Closing, except as anticipated by this Agreement.

10. Seller has not entered into any oral or written agreements pertaining to the maintenance, administration, operation or servicing of the Property that will be binding upon Purchaser after closing except as set forth in this Agreement.

11. There are no tax appeals or tax valuation cases pending with respect to the Property that were filed by Seller. Seller will not file any such appeals or cases without prior written consent of Purchaser, which consent may be withheld in Purchaser's sole discretion.

The foregoing representations and warranties shall survive Closing for a period of three (3) months. The Seller makes no other representations whatsoever to Purchaser

regarding the Property, and no person or entity whatsoever is authorized to make any representation or warranty regarding the Property that is not set forth in writing in this Agreement. Any information provided by Seller is subject to the terms of the Confidentiality and Nondisclosure Agreement between Purchaser and Seller, which is incorporated here by reference. Purchaser shall not rely upon any representations whatsoever of Seller or its broker, agent or representative, but shall make its own investigation of each and every aspect and condition of the Property. Purchaser's delivery of the Purchase Price or acceptance of the deed to the Property shall evidence Purchaser's absolute satisfaction with and acceptance of each and every aspect and condition of the Property.

B. Representations of Purchaser. Purchaser represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, as follows:

1. Purchaser is a duly formed and validly existing limited liability company in good standing under the laws of the State of Michigan.

2. Purchaser possesses the authority to enter into and close the transaction contemplated by this Agreement. This Agreement and all documents to be executed pursuant to it by Purchaser are and shall be binding upon and enforceable against Purchaser in accordance with their respective, and the transaction contemplated by this Agreement will not result in a breach of, or constitute a default or permit acceleration of maturity under, any indenture, mortgage, deed of trust, loan agreement or other agreement to which Purchaser is subject or by which Purchaser is bound. Purchaser has the right and power to purchase the Property without violating any contract, lease, mortgage, law, code or regulation, including, but limited to, any fraudulent conveyances law. The individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right and actual authority to bind Purchaser to the terms and conditions hereof and thereof.

The foregoing representations and warranties shall survive Closing for a period of three (3) months.

6. Inspection and Investigation by Purchaser. Subject to the Purchaser's agreement to hold such materials confidential and without any representation as to the information provided or Purchaser's ability to rely upon it, Seller has provided Purchaser with the environmental reports set forth on Exhibit B ("Seller Reports"), which Exhibit shall be amended within 30 days of the Effective Date, and with access to any surveys which are currently existing and in the present possession of Seller or its property manager ("Property Manager"). Purchaser acknowledges and agrees that Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of the Seller's Reports or whether they constitute all of the reports or documents within Seller's possession or reasonable control regarding the Property. Seller shall have no liability to Purchaser as a result of any inaccuracy in or incompleteness of any of the Seller's Reports. The Seller's Reports are provided as a courtesy only, and Purchaser shall make and rely

on its own independent due diligence investigation. Purchaser and its agents shall have until **11:59 PM, E.D.T. on the Diligence End Date** to inspect and investigate or cause to be inspected all physical aspects and conditions of the Property, to conduct such physically non-invasive environmental investigations, inspections, analyses, evaluations, studies and tests on, of and relating to the Property as Purchaser and Purchaser's Personnel deem necessary or advisable, and otherwise to determine the suitability of the Property for use by Purchaser, in Purchaser's sole discretion, including, without limitation, verification of zoning and building condition, including mechanical systems, plumbing, and roof. Additionally, Purchaser may elect to perform reasonable sub-slab (or sub-surface) vapor testing prior to the Diligence End Date, subject to Seller's prior written consent, not to be unreasonably withheld, conditioned or delayed. All inspections and vapor testing shall be conducted at Purchaser's sole cost and expense. Without release from any other notice requirements to which Purchaser is bound under this Agreement, Purchaser will provide not less than two (2) business days prior telephonic or facsimile notice to Seller prior to each entry onto the Property by Purchaser or Purchaser's Personnel, which notice shall provide details of the nature of its proposed entry and investigation. Seller and/or Seller's designated agent(s) or representative(s) may be present and accompany Purchaser and Purchaser's Personnel at all times during Purchaser's or Purchaser's Personnel's entry on the Property pursuant to this Agreement. Purchaser shall comply and cause Purchaser's Personnel to comply with all laws relating to the Property and shall not permit any liens to attach to the Property by reason of the exercise of Purchaser's rights hereunder. Seller does not vouch for, or take any responsibility for, any consultants selected by Purchaser for its inspections or assessments of the Property. Accordingly, the results of any inspections conducted by such consultants shall not be deemed to have been obtained at the direction of, or with the concurrence of, Seller. Seller shall not be deemed to have any actual or constructive knowledge of the results or conclusions of any such inspections or assessments, and Purchaser shall not provide Seller with the results or conclusions of any such inspections or assessments absent Seller's express written request for same in each such instance. If Seller requests disclosure by Purchaser of such results, Purchaser shall provide Seller with same within three (3) business days of Seller's delivery of such request to Purchaser. Purchaser and Purchaser's Personnel hereby assume all risks connected with the access to the Property hereby granted to Purchaser and Purchaser's Personnel, and full and complete responsibility for (a) all Persons comprising Purchaser and Purchaser's Personnel, respectively, and (b) Purchaser's property; provided, however, that this assumption shall not be applicable to any intentional misconduct or negligence by Seller. Purchaser hereby indemnifies Seller, its agents, brokers, or representatives (representatives and agents include without limitation all company directors, officers, employees, shareholders, members, attorneys, consultants and other representatives and agents), and holds Seller, its agents, brokers or representatives harmless against any liability, loss or damage to the extent arising from Purchaser's entry on and activities at the Property.

From the Effective Date until the Diligence End Date, Purchaser may seek approval for such permits, licenses, zoning, variances, entitlements and development rights desired by Purchaser for Purchaser's intended use of the Property (collectively, the "Governmental Approvals"). Consistent with the foregoing, Seller shall reasonably cooperate with Purchaser in connection with such Governmental Approvals, including executing such commercially

WHEREFORE, the Purchaser has executed this Agreement on the Date of Offer shown below and Seller has accepted same on the Date of Acceptance shown below.

Date of Offer:

May 3rd, 2021

Purchaser: **Gen Two Solutions, LLC**

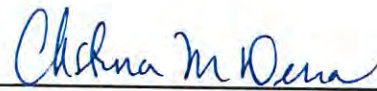
By: 

Its: Manager

Date of Acceptance:

May 4, 2021

Seller: **Bostik, Inc.**

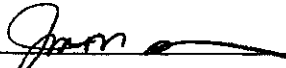
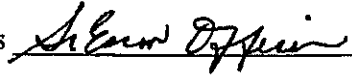
By: 

Its: Vice President & CFO

RECEIPT OF DEPOSIT

The undersigned, as Escrow Agent under the foregoing Purchase Agreement, hereby acknowledges receipt of funds in the amount of One Hundred Dollars (\$ 150,000.⁰⁰), constituting Purchaser's Deposit under the Agreement. Fifty Thousand and 00/100.

First American Title Insurance Company

By 
Its 

Dated: 5-4, 2021



BUSINESS PLAN

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Introduction

The following business plan is intended to demonstrate a conscientious approach to the successful long-term management and operation of a cannabis grower and processor. This business plan will identify how we, as a grower and processor, adhere to the regulatory framework to provide consistent, quality products.

The following pages are an overview of our long-term goals, how we plan to achieve those goals financially, the experience and resources our ownership team brings, and a projected timetable for becoming operational. We feel that our combination of experience and strategic partnerships will ensure we meet and exceed our goals.

Our proposed facility is a 100,000 sq. ft. industrial building, located in 205 Oliver St, Marshall, Michigan, and will house 75,000 sq. ft. of cultivation space at full capacity. The facility will be built out in three phases. First phase will have 25,000 sq. ft. of cultivation canopy space.

Our facility will also conduct light processing and manufacturing of cannabis products as allowed by the processing license. We have allocated 6,000 sq. ft. for these additional functions to complement our cultivation operations.

The remaining space is utilized for executing our operations; such as product storage, offices, breakrooms, sanitation stations, loading/unloading, distribution and similar.

Based on our current design for hydroponic cultivation, we anticipate producing 75 lbs. of dried, cured, cannabis and 25 lbs. of trim per harvest in Phase I. We intend to have 52 harvests a year, which is made possible by our Variable Capacity, Continuous Harvest (VCCH) approach.

Long-Term Management

The goal of any cultivator is to create a healthy and safe product that provides consistent and quality results for consumers. For us, this is only the baseline. With the current expected growth for the industry in the coming years and our personal passion for cannabis, our vision is to create a lasting and meaningful brand defined by the highest quality cultivar. By achieving this level of success, we are able to give back to our local community in truly meaningful ways. In the following sections we will review the criteria used for choosing our entity type, ownership team, location, onsite structure, and management responsibilities; further, we will discuss how these factors play into setting up our company for a long and successful enterprise.

Entity Type

To form a cohesive long-term plan suitable for a perennial harvest operation, we start with the importance of selecting the correct entity type. How a company forms can dictate its future ability to grow. For operators who do not intend to go beyond one or two licenses, LLC's are good fits due to liability protections and minimal reporting requirements. For operators who intend to become multi-site or multi-state brands, C- or S-Corporations provide ownership distribution flexibility through stocks and shares; but at the cost of increased record and reporting requirements to the state and federal governments. Choosing the right entity type ultimately comes down to what the anticipated long-term goals are.

Though we are applying for a cultivation and processing license, we feel that our selection of genetics, operational structure, and retained subject matter experts position us for securing additional cultivation licenses in just 2 years. Based on our goal of becoming a multi-site brand, and potentially multi-state, we have formed our company as an LLC with the intent of transitioning to a C-Corporation formation upon a successful expansion.

Ownership Team

For stable long-term management, having a compatible and defined ownership composition is a keystone element; it can make or break any business. Independently, each individual or entity who was selected for our ownership team was evaluated on specific criteria. The major criteria elements were:

- The convertible value brought by the individual or entity to the company as a whole. This means things such as their knowledge in business management or finance, supply chain, business development opportunities, asset contribution, and financial investment.
- Their existing experience within the cannabis industry. Have they participated in a management or executive level role for a legally licensed cannabis operator in the United States?
- Their level of involvement in a community. Are they active in a non-profit community,

such as youth engagement or advocacy and outreach?

- Whether they were from a disproportionately impacted background or identified as a minority, woman, veteran, or disabled.
- Their compatibility with existing team members. How well do the skillsets and personalities complement one another? Is the team balanced?
- Their compatibility and availability for filling an executive level role within company. Does the individual intend to play an involved role in the day-to-day operations? If so, how and for how many years?

Location

Within the cannabis industry, site selection is both a choice of appeal and a choice of necessity. The choice of appeal is in who our host municipality will be; who will be the community that we support and vice versa. This is as critical as any other factor since tolerance to the industry is a prime indicator of future responses by the community toward potential issues such as odor leakage.

As an indoor hydroponic cultivator, we are able to avoid many of the adverse effects. Our primary areas of concern are the disruption of the local environment during construction, water usage and reclamation, air filtration, and discharge of water and refuse.

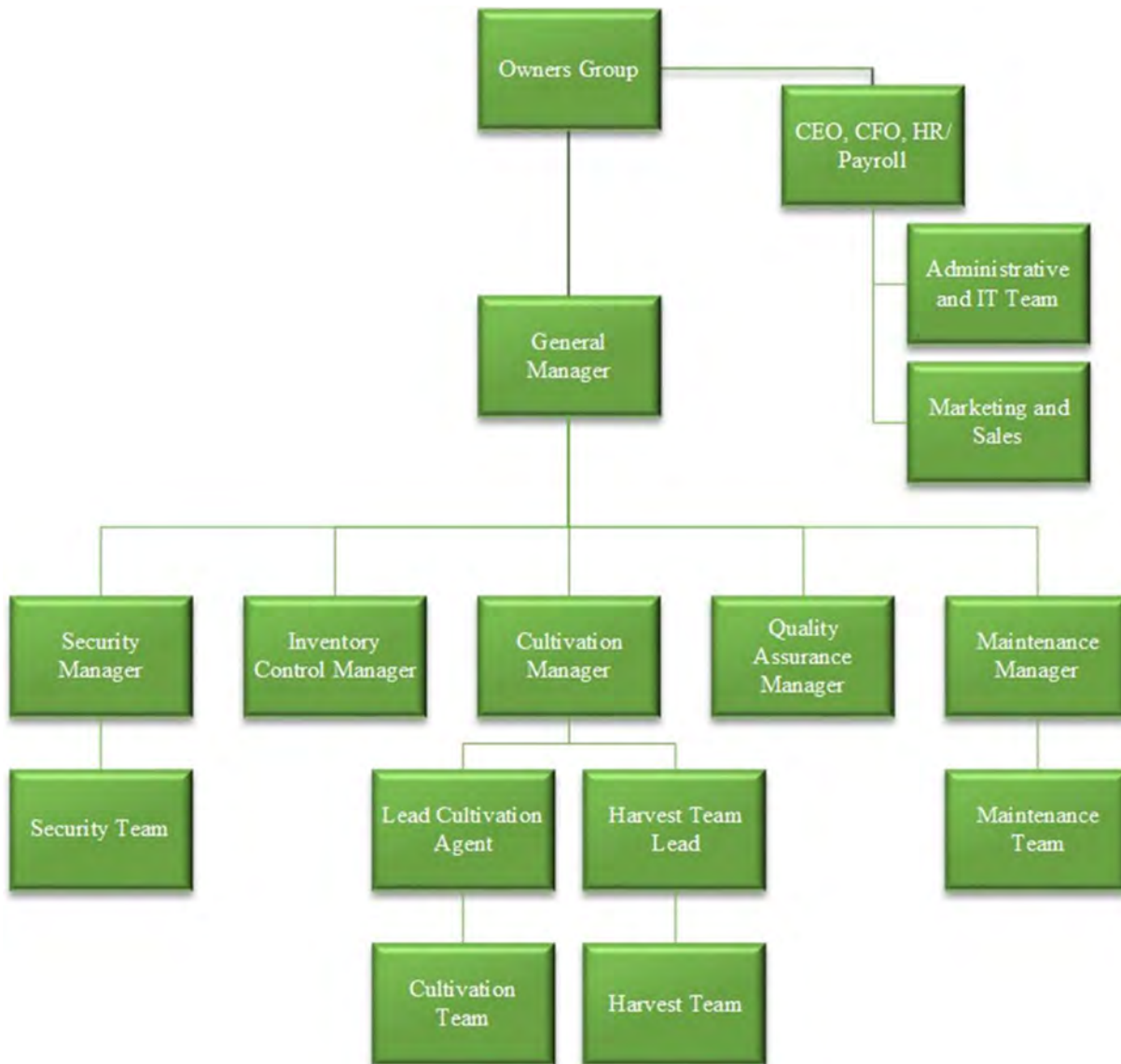
After a municipality was selected that met our cultural attitudes and a site was found that met local and state requirements, we evaluated the remaining sites based on the following:

- Distance from nearest building
- Bay doors
- Building age
- Building materials used in original construction
- Building envelope (insulation rating)
- Scalability for increasing flowering canopy
- Parking availability
- Site security
- Available amperage
- Existing HVAC
- Existing backup power
- Water availability
- Sewage setup
- Flood risk

After a thorough inspection of the buildings and properties, we settled on an industrial site in Marshall, MI which was built in 1971. Based on our initial inspections we are confident that the building envelope, in conjunction with our planned odor control procedures, will prevent adverse impacts on neighboring properties. The building also currently has 75 paved and sectioned parking spaces, with additional room to add parking areas along the throughways to the site which can

potentially increase our paved parking footprint to 135 spaces. We feel this more than sufficient to enable safe dedicated parking for our total staff projections and contractors required during construction.

On-Site Structure



To ensure smooth operations from the first day, it is necessary to clearly define delineations of responsibility and address areas of overlap. Much like the plants we intend to care for, each part of our operations must be maintained daily; but poor planning can lead to unnecessary and even harmful repetition of duties.

Having multiple management-level roles rather than additional lower-level agents reduces the amount of risk in becoming non-compliant. This is crucial in a fast-paced environment that operates seven days a week. The design focuses on positioning a dedicated individual over major areas of compliance, with responsibilities as follows:

Executive Team

The Executive Team includes roles such as CEO, CFO, HR, Marketing, and Sales. In essence, these roles manage and monitor the finances and assets of our operation. They determine the monetary value we set for our products, identify buyers, and maintain our federal and state compliance for taxes and non-cannabis reporting requirements. They also assist the compiling and review of quarterly and yearly reports, and act as the liaison between the General Manager and ownership group.

The Executive team will also maintain responsibility for the management of our staff and contractors. Through the phases of our business plan, we intend to hire 15-20 full time employees in Phase 1 and upwards of 80-100 full time employees at completion of all phases. Our intention is to create an environment in which our staff feels they can build a career, feel secure in their ability to operate in a safe work environment, and ultimately rely on the Executive Team for support in their professional and personal matters. Operationally, the Executive Team will also be held responsible to ensure optimal work shifts for the staff to ensure a healthy work-life balance. In order to accomplish this, we intend to instill 2 shifts at 8 hours per shift. Hours of operations will be 7 days a week, 12 hours a day. However general office operations, packaging, shipping and receiving will occur Monday - Friday 6am-6pm. Only employees, contractors, and delivery personnel are to be allowed on property. All visitors must be registered and approved, and must comply with facility rules. This will ensure we have a strong presence at the facility, and ensure that we have appropriate level of staff to execute on the recurring daily action items through the site. At any given time, the Executive Team will be held responsible for the 24 hour monitoring of the staff and will be sure to have physical onsite presence during each shift 365 days a year.

General Manager

The General Manager (GM) oversees the day-to-day operations of the facility, as well as developing implementation plans for achieving long term goals. The GM serves as the primary form of communication between the executive team and the management team, working directly with the management team and /s to evaluate operations and formulate action plans for issues as they arise.

Cultivation Manager

The Cultivation Manager oversees all facility operations as they relate to the propagation, growth, and harvesting of cannabis flower. The Cultivation Manager will work together with the GM, having a direct involvement in the planning and formulation of products. The Cultivation Manager assists cultivation and harvest leads with their respective planning and calculations, such as nutrient formulation and trim, dry, and cure times. They are also responsible for personally evaluating plants during growth cycles and assisting the Quality Assurance Manager and Inventory Manager with scheduled and unscheduled audits.

Inventory Manager

The Inventory Manager oversees all facility operations as they relate to the movement, storage, shipping, recording, and reporting of cannabis plants and products. They are responsible for ensuring tracking procedures are being executed per protocol, from the tagging of plants at 6 inches of height to the final completed shipment. The Inventory Manager also oversees inventory levels of all non-cannabis products, such as nutrient supplies and grow mediums; replenishing supplies as the needs arise.

Quality Assurance Manager

The Quality Assurance Manager (QAM) is similar to that of a Compliance Officer, in that they are responsible for ensuring we meet all expected state and local reporting requirements, cultivation tax remittance, and similar. They actively monitor changes in regulations as they pertain to our operations, attending meetings and providing the management team and GM with debriefs as necessary. In the event of regulatory changes, the QAM will develop plans of action for adapting to these shifts in requirements. The QAM will also conduct schedule and unscheduled audits of the facility and records, with the assistance of the Inventory, Cultivation, and General Manager.

Security Manager

The Security Manager and team are responsible for overseeing the safety of our employees, assets, and overall facility. This includes real-time monitoring of the site through security feeds, physically patrolling the grounds, and managing all employee and visitor/vendor badges. They are also responsible for ensuring that all security related equipment is functional; replacing equipment or scheduling maintenance as soon as discovered.

Maintenance Manager

The Maintenance Manager and team are responsible for upkeep of the facility and its equipment. They maintain the equipment inventory for replacement parts and necessary tools. Additionally, they are responsible for maintaining sanitation protocols both in the interior and exterior of the facility.

Review Schedule

As with any business, review schedules are essential to identifying trajectories toward long-term goals. They provide a comparison from report to report, showing changes over time and enable management to identify previously undetected issues only apparent through data analysis. Given our proposed structure, review groups are tasked by their relation to overall operations.

Weekly:

Involves the General Manager and management heads to review prior week's data, scheduling, and the status of any pending issues to be addressed and resolved. Data will include items such as financial expenditures by each department, physical inventory moved, and employee accolades or

demerits. Management heads will meet with their respective teams to convey relevant information, if applicable.

Monthly:

Involves the General Manager and management heads to review the prior months data, issues that arose and how they were resolved, unresolved issues, and the status of on-going projects. Monthly meetings will also look at regulatory climates and discuss requirements of implementing potential changes. The General Manager will also meet with the executive team to convey management meeting information, discuss critical items, and review finances.

Quarterly:

Involves the management heads, General Manager, executive team, and ownership group. Management teams are responsible for generating a quarterly report regarding their respective activities. This includes department spending, critical issues that arose and how they were solved, and a quarterly analysis on monthly reports. Quarterly reports are reviewed by the General Manager and executive team for accuracy and identifying items of particular note. Summary quarterly reports are then provided by the executive team to the ownership group for review and discussion.

Yearly:

Management heads are responsible for compiling quarterly reports and providing a yearly report analysis for their respective departments to the General Manager. The General Manager and executive team will review the department yearly reports and generate a master yearly report and analysis. The executive team will present the yearly report to the ownership group to discuss how the year's goals were met, how they aligned with expectations, and what is expected for the following year.

Additional Reports

Other additional reports are expected throughout the year and can vary in schedule from department to department.

Cultivation:

As the primary function of our company and the key to producing revenue, the cultivation department is expected to be reviewing data and feedback on a daily basis. They are expected to generate reports on a weekly basis as to the progress of plant health and growth, resources used (such as nutrient amount), financial expenditure, mechanical checks, and other issues that may have arisen. These weekly reports serve as the basis for the monthly and yearly reports.

Inventory:

Until our products reach their final destination of another cultivator, infuser, or dispensary, we are responsible for the tracking and safety of all cannabis and cannabis-infused products produced at

our facility. The Inventory Manager is expected to be monitoring inventory on a real-time basis. This includes being able to identify the route position of all in-transit shipments, plants and cannabis flower or infused products on-site, and production resources such as nutrients and approved sprays. Inventory is tracked through a combination of barcode and RFID scanning.

Each shipment is carefully evaluated before and after, with reports being generated on per shipment basis with bi-weekly compiling for deeper analysis. Reports should look at how much product in weight and value was moved, how much was shipped, how much was destroyed, and compare against the values recorded with the state track and trace system.

Compliance:

To ensure we are meeting all regulatory and operational requirements the Quality Assurance Manager is expected to be conducting both scheduled and unscheduled compliance audits throughout the year. Scheduled audits occur on a quarterly basis with three unscheduled audits a year. Audits are approached by evaluating existing operational compliance, from the lens of an inspector. As such, they do not include the notations and remedies for prior single-event issues. Audit results are to be included in the quarterly report along with single-event information, and in the yearly report.

Certain events may trigger audits to occur prior to schedule. These events include:

- State regulatory changes
- Local regulatory changes
- Product loss event
- Theft event

If an audit is triggered within 15 days of a scheduled audit, it will serve as part of the quarterly audit with post-harvest information.

Compliance

Compliance is the key to making the cannabis industry possible in any state. It ensures that everyone, medicinal and recreational users alike, can enjoy products that are guaranteed to have been tested to the highest standards. Compliance also ensures that no licensed operator is garnering an unfair advantage over other license holders by remitting less in excise taxes. Taxes that ultimately help bolster local economies and state infrastructure.

As an operator in a highly regulated market, we understand that we are subject to recurring inspections by both state and local officials. It is our responsibility as operators to allow and facilitate those inspections whenever they may arise. To ensure we are always operating within the regulatory parameters we approach compliance as a mentality, not just a requirement. This means it's built into our operating procedures and implementation from the get-go. The following is an acknowledgment of the regulations and requirements we will be expected to adhere to should we encounter changes in our operations.

Records:

We will maintain detailed and concise records on-site for a period of no less than five years. These records will include the following:

- The date of each sale or distribution to a cannabis organization;
- The name, address and registration number of the cannabis organization;
- The item number, product name (description), and quantity of cannabis and cannabis-infused products registered by the MRA and sold or otherwise distributed to the cannabis organization;
- The price charged and the amount received for the cannabis and cannabis-infused products from the cannabis organization;
- If the distribution was for a purpose other than sale, the reason for the distribution;
- The quantity and form of cannabis maintained at the grower on a daily basis; and
- The amount of plants being grown at the grower on a daily basis.

Additionally, we will maintain financial records which include the following:

- Purchase invoices, bills of lading, manifests, sales records, copies of bills of sale and any supporting documents, including the items and/or services purchased, from whom the items were purchased, and the date of purchase;
- Bank statements and canceled checks for all accounts relating to the grower;
- Accounting and tax records related to the grower;
- Records of all financial transactions related to the grower, including contracts and/or agreements for services performed or received that relate to the grower;
- All employee records, including training, education, discipline, etc.;
- Soil amendment, fertilizers, pesticides, or other crop production aids applied to the growing medium or plants or used in the process of growing cannabis;
- Production records, including:
 - o Planting, harvest and curing, weighing, destruction of cannabis, creating batches of cannabis-infused products, and packaging and labeling; and
- Disposal of cannabis, cannabis-infused products and waste materials associated with production.
- Records of each batch of extracts or cannabis-infused products made, including, at a minimum, the usable cannabis or trim, leaves, and other plant matter used (including the total weight of the base product used), any solvents or other compounds utilized, and the product type and the total weight of the end product produced (e.g., hash oil, shatter, tincture, infused dairy butter);
- Transportation records;
- Inventory records;
- Records of all samples sent to an independent testing lab and/or the MRA's lab and the quality assurance test results;
- All samples provided to anyone or any entity for any purpose; and,
- Records of any theft, loss or other unaccountability of any cannabis seedlings, clones, plants, trim or other plant material, extracts, cannabis-infused products, or other items containing cannabis.

Advertising:

As stated in the requirements, we will not engage in any advertising that meets the following criteria:

- Is false or misleading;
- Promotes overconsumption of cannabis or cannabis products;
- Depicts actual consumption of cannabis or related products;
- Depicts a person under 21 consuming cannabis;
- Makes and health, medicinal, or therapeutic claims about cannabis or cannabis-infused products;
- Includes the image of a cannabis leaf or bud; or,
- Includes any image design or likely to appeals to minors, including cartoons, toys, animals, or children, or any other likeness to images, characters, or phrases that is designed in any manner to be appealing to or encourage consumption of persons under 21 years of age.

In regard to the placement of advertisements, we agree to not place any in the following areas:

- Within 1,000 feet of a school, playground, recreation center, childcare, public park or library, or arcade;
- Public transit or shelter;
- In or on public property; or,
- In cannabis-based product giveaways or consumption games and competitions.

Emergency Events

When planning for long term operations we must consider the possibility of experiencing an emergency event. In the event of a local, state, federal emergency or natural disaster that has no prior warning the General Manager will immediately execute emergency protocols in the following order:

- Remove all vendors or visitors from the premises;
- Cease all operations and release all employees except for management;
- If time allows, store all in-process product and money in their storage rooms and safes;
- Otherwise, firmly secure all doors leading to or from plants and products;
- Release all remaining employees and note the time of final exit from the premises;
- Monitor security footage remotely, if possible, until such time that the emergency has been lifted and the General Manager is able to return and evaluate potential damage.

A natural disaster often comes with forewarning, at a minimum of several hours. In this instance, our dispensary will execute the same protocols as above but over the course of hours and not minutes. Managers will enlist the assistance of employees to initiate closing procedures as if an end of the day closure, should time allow.

After any occurrence of initiating emergency protocols which result in temporarily ceasing operations the General Manager and Security Manager is required to execute the following before reopening:

- If structural damage has occurred to the premises, immediately notify the police and the MRA to account for all plants and product that may no longer be secure;
- If no visible exterior structural damage, verify that all means of entry, including windows, have not been opened by force;
- Verify no interior damage has occurred;
- Verify all product, cash, and equipment was not disturbed; and,
- Notify the MRA of findings and intent to resume operations.

COVID-19 Preparedness & Response Plan

The following COVID-19 preparedness & response plan has been established in accordance with MIOSHA Emergency Rules for Coronavirus disease 2019 (COVID-19). The purpose of this plan is to minimize or eliminate employee exposure to SARS-CoV-2.

The Emergency Rules have general safeguards applicable for all workplaces we have read these emergency rules carefully, developed the safeguards based on its type of business or operation, and has incorporated those safeguards into this COVID-19 preparedness and response plan.

We have designated one or more worksite COVID-19 safety coordinator to implement, monitor, and report on the COVID-19 control strategies developed in this plan. The supervisor will remain on-site at all times when employees are present on site. An on-site employee may be designated to perform the COVID-19 safety coordinator role.

The plan will be made readily available to our employees and their representatives. The plan will be made available via internal network and/or hard copy.

Employee or Management Replacement

In the event of the immediate termination of an employee or manager, the General Manager will coordinate with the executive team to immediately begin sourcing for a replacement. As our first measure we will review any resumes that may have already been submitted to us; otherwise known as a resume bank. After a general review of resumes on file, Human Resources will determine whether to proceed with having recruiters actively source for new hires. When sourcing for a replacement after a sudden termination or loss of an employee it is crucial to identify individuals with existing hands-on experience in a cultivation environment or experience directly related to their role.

Financial Feasibility

Second only to licensing and regulatory requirements, financial requirements are the largest barrier to entry for the industry. Indoor cultivation sites demand greater capital investments due to their extremely high startup costs and a much slower rate of return on the initial investment. Cultivation operations are also, comparatively, the highest risk license with the lowest fault tolerance. The reason for this is that the primary commodity in question, cannabis flower, is a naturally deteriorating organic compound that spends most of its life exposed on the plant rather than in isolated and protective packaging. It is susceptible to natural diseases, sensitive to trauma, and easily ruined by bugs or microbiologicals. The implementation of indoor cultivation greatly reduces this risk, shielding it from the elements and undesirable pests. The use of hydroponic cultivation also further reduces the risk of introducing unseen factors; as soil can carry eggs or larvae that later infect the crop. Environmental control assures consistent, premium grade cannabis but in turn increases the startup costs and on-going operational expenses.

In order to guarantee that we are able to meet and maintain the financial responsibilities involved in cultivation, we have prepared an analysis that evaluates the required elements of becoming operational. This analysis determines the initial startup cost, our expected long-term commitments, and our ability to meet them.

Capital Expenses (CAPEX)

CAPEX is the capital required to buy, maintain, or improve our fixed assets; such as our building, equipment, and land. In order to make the site suitable for our uses and within the expectations of state and local compliance, some additional work and remodeling will be required. Our buildout plan is divided into two parts: exterior and interior.

Exterior

Exterior modifications include alterations to the parking area, surrounding property, and the exterior of the building. For parking and the surrounding property our primary concern are areas in which water may pool together to allow standing water. While seemingly not an issue, standing water can create a breeding ground for pests. We are confident in our sanitation and sterilization protocols to prevent an unwanted intrusion; however, it falls within our due diligence to implement changes before problems can arise. To address this, we will be leveling ground and adding drainage as needed to the site. Pest prevention is also addressed through keeping grass trimmed and removing certain shrubs that can attract bugs. Some bushes may be removed due to security risks, as they can create an unwanted screen for individuals to hide behind out of line of sight from security monitors.

Through our functional and beautification efforts of the sites exterior, we'll also enhance the landscaping on the property. The landscaping at the site will be maintained by our site manager and we plan to work with local landscaping companies in the event of any modifications to the current layout.



Additional exterior modifications can include the addition of lamp posts, ADA ramps, fresh coats of paint to the building, and new trim. We feel confident that with our proposed modifications and on-going maintenance, our site will maintain a suitable standard for our neighbors, and will adhere local ordinances.

Interior

Interior modifications will constitute the majority of our necessary changes. These changes include items such as the addition or removal of stud bearing walls, windows, insulation, paint and tiling, updating electrical wiring and breakers, general lighting installation, ventilation, sprinklers and monoxide detectors, HVAC, environmental controls, water hookups, drains, fire doors, storage lockers, and reinforced storage for cannabis products.

Buildout costs only cover the physical modifications made to the building or property, they do not cover costs for operational or compliance equipment. Under CAPEX, these are defined as initial non-repeating costs.

These additional costs include:

- Growing & Harvest Equipment
 - o Water pumps
 - o Hosing
 - o Pots
 - o Trays
 - o RFID readers
 - o Netting

- Shears
- Buckers
- Lighting System
 - Fixtures
 - Chain
 - Main unit
 - Extension cords
 - Installation
- Odor Control
 - Carbon filter units
 - Deodorizers
- Alarm & Security System
 - Central device
 - Door and window contacts
 - ID scanner
 - Installation
- Video & Camera System
 - Video cameras & spares
 - Security monitors
 - Recording storage and backup
 - Installation
- Computer System
 - Main unit
 - Server
 - Workstations
 - Installation
- Backup power unit
 - Unit
 - Installation

Operational Expenses (OPEX)

Cost of Goods Sold (COGS)

As discussed previously, cultivation is a cost intensive operation. Cost of Goods Sold, referred to as COGS, is defined as the direct costs of producing our products. For calculating these direct costs, we considered the following items:

- Cultivation Electricity
- Cultivation Water
- Growing Solutions
- Seeds/Clones

- Trimming & Packaging
- Storage & Transport
- Lab Testing

Selling, General, and Administrative (SG&A) Expenses

The following are the considerations included in our SG&A, which is defined as the sum of all direct and indirect selling expenses, and general and administrative expenses. More simply, these are costs not directly tied to creating our products. Our SG&A is broken down by the following:

G&A Expenses – Initial & General Costs

- Legal Fees & Licensing for setting up
- Website/Ecommerce platform development
- Other initial expenses
- Licensing, renewal
- Professional fees, Insurance
- Other general expenses

G&A Expenses – Cultivation

- Building Rent or Mortgage
- Building Maintenance, including utilities (non-production)
- Equipment Maintenance
- Administrative expenses, including phone and internet
- Inventory Control Systems, Security & Other Software Services
- Community Service (% of sales)

SG&A Expenses – Marketing & Sales Expenses

- PR, Branding, Online and Offline advertising

Senior Management Salaries & Benefits

- Chief Executive Officer
- Chief Financial Officer
- Human Resources
- General Manager

IT Salaries & Benefits

- IT Specialists

Other Salaries & Benefits

- Cultivation Manager
- Security Manager
- Inventory Control Manager

- Quality Assurance Manager
- Lead Cultivation Agent
- Harvest Team Lead

SG&A Expenses – Misc.

- 5% of SG&A Expenses minus first-year-only costs such as application fees

Experience

Experience in Cultivation

In order to ensure production of consistent and quality cannabis, we will also rely on the expertise of our cultivation expert. Their cultivation system enables operators to produce two pounds of dried, cured marijuana per 1000 watts, an industry-leading measure of productivity for indoor cultivators.

The process of cultivating cannabis is time-intensive, with the full plant life cycle taking over five months from clone to cure. Each stage in the cultivation process contains a series of critical steps that must be carefully followed in order to produce high-quality, consistent plant material. As a result of the consulting relationship, we have access to proven standard operating procedures (SOPs) that outline, in detail, each step of the cultivation process, and the hands-on support required to properly implement them. Adapted to be compliant with State regulations, these SOPs will outline the following for our cultivation team:

- The purpose of the policy, including a clear summary of the SOP and the associated company policy for proper execution.
- Required staffing and tasking assignments.
- The process workflow outlined in step-by-step chronological manner.
- Management and employee sign-off, noting the fulfillment of training and understanding of the SOP for personnel files.

Sample cultivation SOPs that will be made available to us:

- Contact Surface Cleaning
- Container Cleaning
- Cloning
- Clone Maintenance
- Curing
- Drying
- Foliar Nutrient Treatments
- Foliar Pesticide Treatments
- Harvesting Plants
- Integrated Pest Management Policy
- Mixing Nutrients
- Netting Tables
- Personnel Hygiene Policy
- Populating Flower Rooms
- Recalls

- Receiving
- Room Sanitation
- Scouting Plants
- Shipping
- Topping and Pruning
- Trim Machine Cleaning
- Trimming
- Visitor Access
- Waste Disposal
- Watering Plants

Likelihood of Success

We understand that operating a successful commercial cannabis facility requires the ability to consistently and efficiently cultivate high quality cannabis, paying the utmost attention to consumer, public, and product safety. We will deploy production control measures that allow for flexible scalability, increasing or decreasing production promptly and efficiently to meet consumer demand. We have identified the following potential risk factors of operating a cultivation facility:

- High cost of facility buildout, including:
 - construction materials
 - cultivation equipment
 - electrical gear
 - mechanical gear
 - utility upgrades
 - contract labor
- Lack of hands-on commercial cultivation experience within the ownership group;
- Lack of proven commercial cultivation standard operating procedures; and
- Potential shortage of locally trained workforce.

To mitigate these risk factors and improve likelihood of success, we have vetted leading industry operators and consultants from US state markets with comparable regulated cannabis programs. We sought out licensed operators who have demonstrated proven operational success, along with the ability to address and mitigate the aforementioned risk factors. As it may take significant time and resources to acquire and maintain licensing, compliance, and demonstrate operational proficiency within a state cannabis program, there were few qualified candidates who met our criteria.

Timetable

We anticipate requiring 9-10 months from the moment we are awarded a special land use approval to our first day of operation. We anticipate an additional 5-6 months before our first harvest is ready for transport to other license holders. This assumes margin for minor setbacks but no major delays. We will make every effort to become operational within the 9 months. The following sections review the factors accounted for to reach that estimate.

Phase 1 – Local Approval

In order to receive local approval, we are required to complete the review process for a Special Land Use Approval and then submit for a City Business License. These are mandated by local ordinance. Submissions will be completed concurrently to reduce the requisite completion time.

Special Permit: 60 days

The Special Permit process is typically reserved for projects that meet specific thresholds, such as size or excessive power need, or are uniquely required through ordinance. Much like the Site Plan, the process requires the preparation and submission of our intended operation; however, this focuses on impacts to things such as traffic and the community. As part of the Special Permit process, we are required to present to the town council during a public hearing as an opportunity for opponents to voice their opinions and concerns.

Phase 2 – Facility Preparation

Initial Facility Design and Setup: 2-4 weeks

Following local safety inspections of the completed buildout, we can finalize any pending orders for equipment to become operational. This includes security cameras, alarms, growing equipment, lighting equipment, computers, tracking systems, and more. Time includes setup and installation. During this time, employees will proceed with any state or company required training. Once the facility is poised for operation, we will arrange for final state inspection.

Construction: 9 Months

Following local approval of our project, we will be authorized to immediately commence construction of the proposed site. Construction will include any potential leveling, clearing, or grading required as approved by the municipality. Facility rooms will be designed and constructed to meet the security parameters set by the State. Cultivation production rooms will be assigned by growing phase, for example, clones/cuttings, vegetative (veg), flowering, transplanting, harvesting, and curing. Post-production areas include harvesting, drying, curing, testing, packaging, storage, and shipping. Cured flowers will be stored in a secure storage area until ready for packaging. A separate area is dedicated to labeling, packaging, and shipping. Disposal will take place in a segregated, limited-access area dependent on set security protocols. After the

construction is complete, we will proceed with final local safety inspections.

Following local safety inspections of the completed buildout, we can finalize any pending orders for equipment to become operational. This includes security cameras, alarms, growing equipment, lighting equipment, computers, tracking systems, and more. Time includes setup and installation. During this time, employees will proceed with any state or company required training. Once the facility is poised for operation, we will arrange for final inspection for Certificate of Occupancy and receive a City Business License.

Phase 3 –State Approval

Upon issuance of a Certificate of Occupancy and City Business License, we will immediately submit for Step 2 of the MRA Facility Application. This will allow us to conduct Fire and Safety inspections along with MRA Regulatory and Compliance inspections. Upon the approval of the inspections, we will receive our State Business License, which will allow us to begin operations.

Phase 4 – Propagation & Cultivation

The total cultivation production schedule is just over 5 months, with a variable timeline for product testing and outbound shipping to a licensed dispensary or processor.

Day 1 - Day 14 (est.)

Stage of Production: Cloning and Clone Maintenance

Purpose: To create new immature cannabis plants (clones) by taking cuttings of select vegetative plants and encouraging root growth and development. Retention of certain genetic strain traits is key and can be accomplished through effective cloning methods.

Day 14 (est.)

Stage of Production: Transplant Clones and Begin Vegetative Growth Phase

Purpose: To move clones out of their original 1.5” x 1.5” mineral wool cubes within the clone dome into larger 4” x 4” mineral wool cubes, stimulating additional root growth. A very sensitive and fragile step that should be executed with the utmost care.

Day 28 (est.)

Stage of Production: Final Transplant (Mineral Wool Cubes to 7-Gallon Pot)

Purpose: To develop maximum root growth on young plants that have completed their initial rooting and begun their early vegetative process before transitioning them into the flowering phase.

Day 28 - Day 46 (est.)

Stage of Production: Vegetative Plant Maintenance (Scouting, Tending, Feeding)

Purpose: Maintain the health and optimal environment of the vegetative room(s) and plants.

Day 28 - Day 46 (est.)

Stage of Production: Vegetative Plant Pruning / Topping

Purpose: Allows a cultivation team to shape plants, encouraging them to grow to a specific size and shape. Facilitates a quicker and more efficient vegetative cycle. Topping (cutting off the very top of the plant) encourages plants to grow wide instead of tall, creating an even canopy, creates node sites, and optimizing grow space within the plant block. This fills the canopy, maximizing yield per light. Pruning low-hanging leaves and branches from the bottom up, ensures that plant material does not touch the grow medium while also encouraging upward growth.

Day 46 (est.)

Stage of Production: Transition to Flowering Phase

Purpose: To move plants from a vegetative phase to a flowering phase, where they will begin to produce flowers, or “buds.”

Day 46 - Day 116 (est.)

Stage of Production: Flowering Plant Maintenance (Scouting, Tending, Feeding)

Purpose: Maintain the health and environmental balance of the flowering room(s) and plants.

Day 116 (est.)

Stage of Production: Harvest

Purpose: To harvest mature cannabis plants.

Day 116 - Day 126 (est.)

Stage of Production: Drying Process

Purpose: To remove excess moisture from trimmed cannabis flower.

Day 126 (est.)

Stage of Production: Trimming Process

Purpose: Remove stems and fan leaves from plants and efficiently trim them to collect finished buds and tight trim for processing.

Day 126 - Day 154 (est.)

Stage of Production: Curing Process

Purpose: To prepare dry cannabis buds for consumption through prolonged, controlled ventilation (curing), yielding a consistent moisture content throughout the plant material and drastically improving the terpene profile and flavor of the cannabis.

Day to be Determined (est. based upon lab testing party pickup)

Stage of Production: Testing

Purpose: To set aside a sample of finished cannabis for required State testing.

Day 155 - Day 156 (est. based upon completed lab testing)

Stage of Production: Batching Process

Purpose: To batch all plant material of the same variety of cannabis according to State regulatory requirements.

Day to be Determined (est. based upon order placed)

Stage of Production: Shipping to Licensed Cannabis Facility

Purpose: To prepare an outbound shipment to a licensed cannabis facility.

Market Demand, Safety, and Impact

As seen throughout our facility design considerations, and the combination of our experience and strategic relationships, we have the ability to meet consumer demand in a safe and efficient manner with minimal impact on the environment or surrounding community. We will achieve this by following our standard operating procedures (SOPs), based on leading industry best practices, that cover every step of cultivation, harvest, and facility control. These SOPs, as seen in our Operations and Management Plan, will ensure the secure, safe, and sustainable cultivation of cannabis by providing step-by-step facility instructions. These instructions also serve as guidelines for personnel conduct and quality assurance checks.

The combination of these operational procedures and a VCCH approach means we will be able to supply a steady stream of product to the market to meet consumer demand; with the only limitation being our allowed canopy space. In meeting this demand, we are mindful of the impacts that cannabis cultivation can have on both the environment and the local community. We feel that our strategies will meet and exceed the expectations set forth for achieving this goal.

SOP Approach

For our standard operating procedures, each process will have a separate SOP based on its unique tasks and workflow. By establishing replicable and thorough approaches to each operational task we can greatly reduce the risk of error, diversion, or non-compliance. The core of the SOP details the full procedure in a step-by-step chronological manner. SOPs will be available as a physical hardcopy maintained onsite for immediate reference and state inspections as well as electronically. The Quality Assurance Manager (QAM) will be responsible for maintaining and updating both hardcopy and electronic versions of the SOP manual. The QAM will approve and document all SOP changes on a master change log, keeping a chronological record of all significant process changes, the reason for the change, (such as new regulations), the date the change was executed, and the QAM's initials indicating their final approval.

Recordkeeping and Audits

As part of our SOPs, discussed in further detail in our Operations and Management Plan, we will be maintaining vigilant and detailed records, with regular inventory and operational audits. These audits or reviews vary by subject but include daily, weekly, monthly, quarterly, and yearly reports. This constant review of inventory and operation metrics will ensure that we are able to identify any safety or production concerns before they become an actual issue.

Variable Capacity, Continuous Harvest (VCCH)

VCCH is a manufacturing approach to growing cannabis that creates a continuous flow of product throughout the year with the ability to scale production up or down to meet changing market needs and demands. It is important in developing cannabis states to ensure supply meets increased

market demands. Implementing a VCCH system at the onset of production will ensure a continuing inventory with minimal impact to the initial and subsequent supply chain.

Facility design and organization are critical for maintaining consistent procedures that produce reliable results. Our operations will take a clinical approach to cultivation, utilizing room design concepts that support clean, sterile growing environments. The facility, as shown, will be designed and organized to support effective workflow and to remove production bottlenecks.

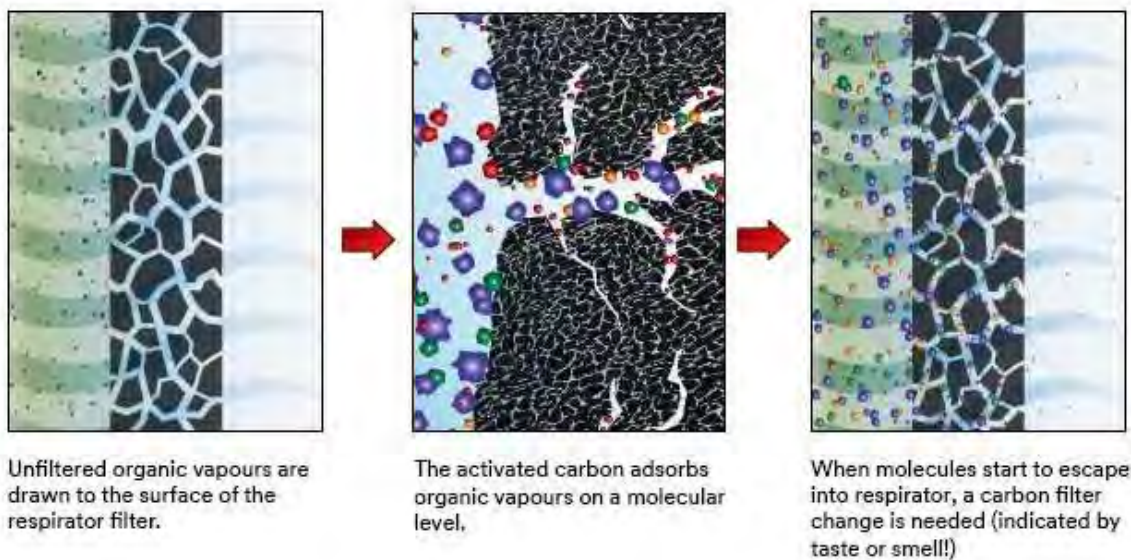
To promote effective production control, we must ensure proper hiring, training, and developing staff members; then utilize that staff efficiently. By using financial projections and conservative production capacities, we can forecast the number of employees required to staff the facility. We will create a business culture where employees will be experts in their trained position. Exceptional staff will be cross trained across all departments to create a well-rounded, interchangeable employee workforce.

Odor Management

As part of our commitment to a positive community impact, we have developed odor mitigation strategies to minimize cannabis smells being emitted by the cultivation facility.

We have considered potential impacts to neighboring properties during site selection, facility design, and development SOPs. Both primary and secondary systems will be installed within the cultivation to reduce detectable odors outside the facility.

We will deploy four carbon filters per flower room along with additional carbon filters in the secondary HVAC systems. The following figures explain the carbon filters and the process of eliminating odors. We will also have an on-call HVAC Specialist that will be available within 24 hours from a known issue.





Reducing Known Odor Sources

Propagation - During the propagation stage, young plants are created from cuttings or “clones” of existing plants in the company’s inventory. Very little odor will be emitted in this stage, primarily during the cutting process. All activities will be conducted with the entrance to this room closed to minimize odors escaping into the adjacent hallway. All tables and surfaces that come in direct contact with cannabis will be cleaned and disinfected immediately after use to prevent build-up of residue and potential odors. All non-contact surfaces in this room will be cleaned and disinfected on a weekly basis. Due to the minimal odor emissions at this stage, the propagation room will rely on the HVAC supplemental filtration methods specified by the engineer to mitigate any odors that enter the ventilation system.

Vegetative - During vegetative growth, very little odor is emitted. All activities will be conducted with the entrance to this room closed to minimize odors escaping into the adjacent hallway. All tables and surfaces that come in direct contact with cannabis will be cleaned and disinfected immediately after use to prevent build-up of residue and potential odors. All non-contact surfaces in this room will be cleaned and disinfected on a weekly basis. Due to the minimal odor emissions at this stage, the vegetative room will rely on the HVAC supplemental filtration methods specified by the engineer to mitigate any odors that enter the ventilation system.

Flowering - In these rooms, plants receive 12 hours of light and 12 hours of darkness to induce flowering. The plants will initially generate minimal odor, but this will become more pronounced as the plants approach maturity. All activities will take place with the entrance to the room closed

to prevent odors from entering the adjacent hallway. Each flowering room will also feature a filter affixed to the inlet of its HVAC system that uses activated charcoal to absorb most odors. While carbon filters have been shown to be one of the most effective methods of reducing odors, they do not remove 100% of the pollutants that pass through them; the supplemental filtration installed in the primary HVAC system will remove remaining odors that aren't absorbed by the activated carbon filters, rendering the exhausted air free of any detectable odor.

Corridors - Within the corridors, there will be filters affixed to an inline fan that uses activated charcoal to absorb most odors displaced by flower room doors opening and closing. Minimal odor can result from the movement in and out of the flower rooms, and we will rely on the supplemental filtration installed in the primary HVAC system to remove any odors.

Cure - Within the cure room, harvested flowers and trimmings are dried on exposed racks for a period of 2-5 days and then placed into sealed curing tubs for another 10-20 days. The cure room is an isolated, secure and contaminant free room specifically designed and equipped to maintain constant temperature, humidity, and air circulation. The cure room will also feature a filter affixed to the inlet of its HVAC system that uses activated charcoal to absorb most odors. Moderate odor can result from the cure process, and we will rely on the supplemental filtration installed in the primary HVAC system to remove any odors.

Packaging - Within the packaging station, dried flower is separated according to bud size and placed into either bulk or retail packaging. Mild odor is emitted during the packaging process, as the cured cannabis is agitated during packaging. This also results in a small amount of particulate matter being released, which can contribute to the odors emitted. The packaging room will be equipped with an activated carbon filter, similar to those used in the other more odor-intensive rooms. The activated carbon filter will absorb a large portion of the odors emitted during packaging, and features a pre-filter designed to collect particulate matter.

Storage – Odors should be minimal in designated storage areas but may be elevated at times due to potentially open product containers being held in the designated quarantine area. Employees will be trained to place open containers of quarantined products into resealable plastic (Ziploc) bags, and immediately close all containers in the storage area to minimize odor. The storage room will also be equipped with an activated carbon filter.

Service and Maintenance

Employees will be instructed on the routine maintenance of pre-filters and carbon filters during orientation and training. Employees will learn how to disassemble pre-filters and carbon filters for inspection and proper maintenance, along with proper removal and reinstallation.

All filters and pre-filters will be tagged to identify the employee that installed the device, the date and time of the replacement, and the date by which the device should be replaced. Service and maintenance records will be maintained for all serviceable items in the odor control system. These records will contain:

- Date and time of service;
- Service performed;
- Name of individual performing the service; and,
- Unit number or device number serviced.

Odor Complaints and Troubleshooting

We have developed SOPs to manage complaints or system malfunctions should they arise. As part of routine facility inspections, our Quality Assurance Manager (QAM) will walk around the perimeter of the facility to confirm there are no detectable odors being emitted.

Should any odor be detected, the QAM will record the issue in their inspection notes including the location the odor was detected.

If we receive a complaint of odors being emitted from the facility, the QAM will complete a complaint form to document the incident and begin the investigation and resolution process. Once the form has been completed, it will be immediately provided to the GM and Maintenance Manager. The complaint form will include:

- Date and time of complaint,
- Name of the individual making the complaint,
- Description of the complaint, and
- Name and badge number of the employee recording the complaint.

Once an odor mitigation concern has been identified, the Maintenance Manager will follow a diagnostic process to pinpoint the possible source of the odors, complete mitigation procedures (such as repair or replacement of equipment) and confirm the repair has resolved the issue.

Consideration of Safety

CO2 Supplementation

As a part of photosynthesis, plants “breathe” in CO₂, and using light, plants convert this gas into energy. Therefore, it is essential to provide CO₂ to cannabis plants for growth, especially during the more energy-intensive flowering phase. If not carefully monitored, however, CO₂ augmentation can pose a serious threat to occupants once levels are above 30,000 PPM. Each Flower Room will be provided with a sophisticated redundant CO₂ distribution system that will be designed to maintain CO₂ levels at 1600 PPM for flowering plants. To ensure occupant health and safety, all flower rooms will be equipped with a CO₂ monitoring and purge system to automatically detect and remedy a potentially serious condition associated with abnormally high levels of CO₂. This system will be set to alarm at 5000 PPM. In the event of a CO₂ alarm in an individual flower room, the Building Automation/Energy Management system will activate that room’s CO₂ purge sequence which enables an alarm/strobe, rapidly introduces outdoor air, and energizes a CO₂ purge exhaust fan to alleviate the high levels of CO₂ and return the room to

normal operation as quickly as possible to minimize the impact to crop yield. This alarm will trigger an emergency exhaust system to evacuate the air inside the room and purge it to the exterior of the facility. The exhaust fan in this purge sequence will be outfitted with a carbon filter to absorb odor in these instances.

Life Safety Features

Corridors, aisles, and all other paths of circulation will be kept clear of obstructions at all times to facilitate ease of egress. Each production area will maintain an open aisle on all sides of each plant group to allow for unobstructed travel around each plant group. Doors to cultivation rooms, work rooms, and other production areas will be equipped with emergency push-latch door hardware and will swing out of the room into a path of egress, in case of emergency. If an emergency warning is issued, a distinct signal will be broadcast, and occupants will move to shelter. The Vault Room, which is located off an exterior wall and constructed of robust reinforced materials, will be designated as the facility's emergency shelter.

Strobe and horn (audio/visual) alarms, smoke detectors, sprinklers, fire extinguishers, fire alarm pulls, lit exit signs and the like will be installed throughout the facility in accordance with all applicable code. If the local authority having jurisdiction requires emergency lighting, strobes, and lit exit signage to be located within cultivation rooms, these will utilize a green-spectrum light source, so plant photoperiod is not interrupted. If the plant photoperiod is interrupted through light absorption, plants will become stressed, which could decrease harvest yield and weaken cannabinoid content. Therefore, green-spectrum light, whose light waves reflect off of plant material, will be used in these instances to avoid disturbing sleeping plants.

During power outages, adequate emergency lighting will be installed in all storage areas, work areas, and staff areas. In these instances, a portion of grow lamps in each cultivation room will have the capability to run on a generator, in accordance with the facility's cultivation room lighting schedule, so that plant photoperiods are maintained in each cultivation room, and so that adequate emergency lighting is achieved for occupants.

Chemical Handling

The cultivation facility will have a dedicated, locked room or closet for storage of authorized toxic cleaning compounds, sanitizing agents, solvents, chemicals and chemical pesticides, and will be stored in a manner that protects against contamination of cannabis. Eye wash stations will be installed in the Plant Work and Water Supply Management areas, where employees will come into frequent contact with authorized toxic cleaning compounds, sanitizing agents, solvents, chemicals and pesticides. Additional eye wash stations and hand washing stations will be placed throughout the rest of the facility to meet locally enforced code requirements.

Building Materials

The facility's structural elements, wall materials, ceiling materials, floor materials, material finishes, and all other building materials will be adequately fire-rated as required. Walls and ceilings of rooms where cannabis plants or cannabis products are located will be finished with Class A fire-rated panels. Floors throughout the cultivation area will be finished with a penetrating, water-resistant, slip-resistant concrete sealant, except at the Plant Work and Water Supply Management areas, which will have floors with a cementitious urethane or a liquid rubber coating for superior, durable slip resistance.

Signage

To provide visual aids for workers in the event of an emergency, we will use interior signage throughout our facility to clearly identify all points of ingress, egress and passage between limited access areas. All signage will be easily observed by the State and its authorized agents, and by law enforcement. We will post signage in a conspicuous location at each entrance of the facility that reads: "PERSONS UNDER 21 YEARS OF AGE NOT PERMITTED ON THESE PREMISES". We will also post a sign in a conspicuous location at each entrance of the facility that reads: "THESE PREMISES ARE UNDER CONSTANT VIDEO SURVEILLANCE".

Consideration of Physical Security

The facility layout utilizes strategic compartmentalization to help control levels of access throughout the operation. There will be separate limited-access areas in the facility for cultivation, post-harvest, manufacturing, and distribution operations. All four areas of operation will be physically segregated from one another. Employee access to the cultivation and manufacturing areas will be achieved once they are past the main entrance area. Access to the post-harvest area and distribution area will be shared between the cultivation and manufacturing areas and will only be accessible from these areas. The post-harvest rooms, which will hold cannabis product in its final drying and curing stages, prior to manufacturing, packaging and shipping, will not be located on an exterior wall.

In addition to interior physical segregation of our four areas of operation, we also plan to add a exterior line of physical segregation around the main entrances inclusive of main doors and vehicle throughways to enter to site. We will build a 8 foot black chain link fence around the main access points of the building of which will include automated electronic gates. The City of Marshall will have direct access to our electronic gates and in our go-forward commitment to the Director of Public Safety we will ensure the keys or codes are shared within 24 hours of amendment. With our proposed fence, we will add an additional layer to the safety of our site, staff, product, and negative perpetrators.

Consideration of Labor

The facility design will take manpower into consideration and the flow of workspaces will be conducive to a well-run operation. Room functions, room sizes, and room organization in the cultivation area will be designed to avoid production bottlenecks. Flowering and vegetative rooms will be reasonably sized for the balance of labor related to the harvest cycle rhythm. This will ensure that critical, time-sensitive cultivation projects can be reasonably achieved in one workday. Adequate open workspaces will be included throughout the cultivation area. Workspaces will be provided with all necessary equipment, tools, supplies and work surfaces to support operational procedures.

Cultivation rooms, or production areas, will maintain an open aisle on all sides of each plant group to allow for unobstructed travel, observation and inventory of each plant group. In addition, growing surfaces will lift plants up to an adequate, ergonomic work height to efficiently complete these tasks. The tops of growing surfaces will have the ability to roll up to 16 inches, lengthwise, to achieve additional clearances as needed. Growing surfaces will include trellis net support stanchions to ease scrogging practices in the flowering phase. Green-spectrum lighting solutions will be supplied in all cultivation rooms and their associated corridors so that staff can enter cultivation rooms at any given time without disturbing plant photoperiod and have an adequate amount of light to perform tasks.

Wide corridors will connect all cultivation rooms together, allowing for easier circulation of workers, material and products. Staff support areas, such as offices, break rooms, training rooms, and other administrative areas will be provided and conveniently placed. Employees will be provided adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair. Changing rooms will be incorporated to ease decontamination practices and ensure complete privacy for staff.

Consideration of Storage

Proper facility storage requires strategic planning to minimize the risk of theft, diversion, unauthorized access, mishandling of sensitive materials, manipulation of inventory controls, cross-contamination, and spoilage of harvested marijuana. The facility design will allow for the segregation of materials, products, and their components to minimize confusion and potential errors. Storage areas will be provided with adequate lighting, ventilation, temperature, humidity, space, and equipment to assure product quality. Cannabis inventory will be stored in a secure, limited-access area.

The distribution area will have a large shipping and receiving bay, which will be enclosed, secure, and out of public view. In close proximity there will be an area dedicated to pallet storage for received raw materials. Steel industrial shelving units will be used to store pallets of grow media, pots, nutrients and other consumables. Within the cultivation area, there will be a storage room

designated for cultivation supplies, which will be used to store smaller tools and products and provide easy access to pallets that have been broken down. A dedicated closet will be designated for authorized pesticide storage in the cultivation area. Within this closet, segregated racks will be provided so that preventative pesticides can be segregated from reactive pesticides.

Our facility will have a segregated, locked, limited access Plant Quarantine room used to store cannabis seeds, clones, plants or products which are contaminated. We will have an additional segregated, locked, limited-access Plant Waste room which will act as a plant waste collection point. This room will house secure green waste receptacles. All cannabis that is deemed expired, damaged, deteriorated, mislabeled, recalled, or whose containers or packaging have been opened or breached, will be stored in this room until they can be destroyed or otherwise legally disposed of. This area will also store any plant material that is considered waste, such as stalks, stems, dry and crispy leaves, topping and pruning material, and deficient clones and vegetative plants as they are awaiting disposal. The Plant Waste and Plant Quarantine rooms will be located adjacent to the distribution area, which is where cannabis plant waste will be rendered unusable by grinding and incorporating the cannabis plant waste with compostable mixed waste to be disposed.

Finished, packaged cannabis products will be stored in the Vault Room. This room will be adequate in size so that capacity is not exceeded. Product will be stored on food- and industrial-grade stainless steel shelving units. These units will be no less than six inches off the floor and away from walls. Shelving, racks, and tables will be NSF International certified. All monetary and legal tender acquired in exchange for finished cannabis products will be stored in a secured safe located in the Vault Room. When selecting a safe for secure storage, we intend to follow DEA Diversion Control and Controlled Substance Act (CSA) storage requirements to ensure safety and security. If the chosen safe weighs less than 750 lbs., it will be bolted or cemented to the floor in such a way that it cannot be removed. Physical records will be kept on-site in a locked file cabinet, in a secure limited-access area.

Operations and Management Plan

Recordkeeping Policies and Procedures

The General Manager (GM), supported by the Quality Assurance Manager (QAM), the Inventory Control Manager (ICM), and the Cultivation Manager will be responsible for proper recordkeeping and the ongoing management of facility and cultivation records. Records will be maintained and stored to ensure that locating information can be accomplished by anyone with appropriate authorization and that documents are easily accessible for investigative purposes. All physical records will be kept for a minimum of 5 years in a locked file cabinet in a secure, limited access area with keys granted only to designated employees. These records will be scanned regularly to create an electronic copy. Electronic information will then be backed-up on a secure data retention system to protect against loss.

Records maintained will include, but not be limited to:

- A copy of our state operating license, prominently displayed in the facility;
- Financial data that accounts for all transactions conducted at the facility;
- Inventory records, including transport manifests and audits;
- Security alarm records including visitor logs and video surveillance records;
- Personnel records;
- Sanitation and facility maintenance records;
- Cultivation production records, including nutrient feeding schedules and pesticide and chemical applications;
- Cannabis disposal;
- Transportation records,
- Sample testing and results;
- Theft and loss records;
- Recall and complaint records; and,
- Cultivation Standard Operating Procedures (SOPs).

Electronic Records Retention

All electronic records will be stored both onsite in short-term storage, and offsite, in long term backup. Onsite records storage may include electronic media that is backed up daily on a secure server. The secure server will be physically located in a limited access room on the premises. In general, on site backup storage will include at least five years of historical data. Remote data storage will include all data records that are at least one year and older. Sensitive files may be password protected or stored in a password protected file storage system.

Any electronic storage system used will:

- Guarantee the confidentiality of the information stored within.

- Provide safeguards against erasures and unauthorized changes in data after the information has been entered.
- Be able to place a litigation hold or enforce a records retention hold for purposes of conducting an investigation or in relation to ongoing litigation.
- Be reconstructable in the event of a computer malfunction or accident resulting in the destruction of the data bank.

Company files will never be stored in public internet spaces, including unsecured file storage sites. Emailing sensitive data files to anyone outside the company will be strictly prohibited without the permission of the GM. Customer-specific transaction data and contact information, including email addresses, will not be shared with any third-party without a customer's consent.

Inventory Recordkeeping

The inventory tracking system will provide real-time tracking and accountability for all plants in the facility from seeds or clones, through each stage of the plant life cycle, to post-harvest preparation including trimming, drying, curing, batching, and packaging. Accountability within the system will include transaction level data that records every employee interaction with plants. This includes plant movement within the facility, nutrient feeding, pesticide application, cultivation notes, and testing results. Every action will appear on the plant history detail record with the associated time/date, user credentials, actions performed, and the status change details. At a minimum, all plants shall be physically inventoried once a week. We will maintain records for each of the following:

- The date of each sale or distribution to a cannabis organization;
- The name, address and registration number of the cannabis organization;
- The item number, product name (description), and quantity of cannabis and cannabis-infused products registered by the MRA and sold or otherwise distributed to the cannabis organization;
- The price charged and the amount received for the cannabis and cannabis-infused products from the cannabis organization;
- If the distribution was for a purpose other than sale, the reason for the distribution;
- The quantity and form of cannabis maintained at the grower on a daily basis; and,
- The amount of plants being grown at the grower on a daily basis.

Data entry access will be restricted to a limited number of employees to keep the information properly managed and limit the opportunity for unlawful diversion through manipulation of data or the software. The ICM will coordinate with the Cultivation Manager and GM to ensure individuals with approved access to the inventory tracking system are properly managing critical input points.

The following events will always be logged in the system:

- The sale or transfer of cannabis to or from another cannabis facility;

- The transport of cannabis to or from another cannabis facility; and,
- Disposal of cannabis.

Each of these transactions will include:

- Date of transaction or event;
- Employee identification number responsible for data entry;
- Identification number of receiving cannabis facility;
- Batch identification number; and,
- Plant identification number, if applicable.

The following inventory items will be maintained in the inventory tracking system and tagged with a unique identification number assigned for each:

- The number, weight and type of seeds (or clones);
- The number of immature cannabis plants;
- The number of cannabis plants;
- The number of cannabis products ready for sale;
- The number of damaged, defective, expired, or contaminated seeds, immature cannabis plants, cannabis plants and cannabis products awaiting disposal; and,
- Records of any theft, loss, or other unaccountability of any cannabis.

Inventory Audits

In addition to ongoing tracking in the inventory tracking system, we will implement inventory controls and procedures necessary to conduct regular and random inventory reviews and comprehensive inventory audits at the facility. Inventory audits will be conducted by no less than two authorized employees, led by the ICM with the support of the GM and authorized cultivation agents.

Reoccurring inventory audit reports will be documented in both written and electronic forms and provided to the GM for review and filing with the state for compliance. Reports will include the date of the audit, a summary of the inventory audit findings, and the names, signatures, and titles or positions of the individuals who conducted the inventory audit. Once a year, a complete and accurate record of all plant stock or products of cannabis on hand shall be prepared before or on the anniversary of our initial inventory audit.

Comprehensive weekly and monthly inventory audit reports will include:

- The date of the inventory audit;
- The amount of cannabis on hand:
 - The total count of plants, whether in the flowering, vegetative, or clone phase of growth and organized by room in which the plants are being grown;
 - The batch number, weight, and strain name associated with each batch at the facility that has been quarantined for testing or ready for sale; and,

- The total number of plants and every unique plant identifier that have been harvested but are not yet associated with a batch.
- The amount of cannabis sold since previous inventory, which will include:
 - The date of sale;
 - The license number and name of the facility to which the cannabis was sold; and,
 - The batch number, registered product name and quantity of cannabis sold.

Transport Manifest Records

Every shipment sent from or received by the facility will be tracked in detail by an accompanying transport manifest, generated from the inventory tracking system. Prior to transporting any cannabis, we will generate a transport manifest within the inventory tracking system. Two copies of each transport manifest will be printed the day of transport - one for the transport driver and one for the shipment recipient. Prior to accepting any cannabis, a transport manifest will be generated within the inventory tracking system and will receive a paper copy from the originating facility to check against the actual shipment.

Once the delivery is completed, paper transport manifests will be filed, and electronic copies backed up along with any other documents associated with the shipment. Access to manifest records will be restricted to our management team. Filed transport manifest information will be mirrored in the point-of-sale records, allowing for quick identification and reconciliation of potential gaps during inventory and shipping audits.

Every transport manifest will contain:

- Date of transport;
- Name of person transporting;
- Signature of person transporting;
- Make, model, license number of transport vehicle;
- License number, address, phone number, and name of originating facility;
- License number, address, phone number, and name of destination entity;
- Quantities by weight or unit of each type of cannabis or cannabis product contained in transport;
- Estimated date and time of departure;
- Estimated date and time of arrival;
- Route to be travelled;
- Details for extenuating circumstances (e.g., flat tire);
- Name of person receiving or rejecting product; and,
- Signature of person receiving or rejecting product.

Storage Related Records

Storage recordkeeping will confirm that storage area environments are consistently maintained at the correct temperature and humidity and in a sanitary condition. Recordkeeping will also track

chain-of-custody, inventory quantities, and important product dates such as date of receipt, production date, and use-by date.

The following are examples of recordkeeping logs that will be utilized throughout the facility:

- Temperature logs - To document the temperature of all climate-controlled storage areas. Any deviation will be addressed and corrected immediately. Corrective action will be recorded.
- Sanitation logs - To document daily surface cleaning and sanitation of tools, equipment, contact surfaces, and rooms/areas within the facility.
- Shipping/Receiving logs - To document shipment compliance inspections and packaging activities.

Testing Samples & Results

As cannabis plants are harvested, trimmed, dried, and cured, they are aggregated into a harvest batch. After the QAM determines the batch has been properly cured by passing all internal quality control checks, the QAM will contact a licensed testing laboratory and arrange for laboratory staff to procure and transport samples of each harvest batch for required testing.

While the licensed testing laboratory representative is on premises, the QAM will record the batch number for each sample taken, the date and the name and employee ID of the lab representative collecting the samples, and the name of the employee that escorted them on the Testing Preparation Log. Once collected, the quantity and associated batch number of each sample will be recorded in the inventory tracking system under a unique package ID which will also be recorded on the log along with the initials of the QAM and the lab representative. A second sample is retained in storage, for comparative purposes, for up to one year from the harvest date. Laboratory testing information will confirm the product safety, cannabinoid profile, terpene profiles, and any additional state mandated testing results. Once laboratory test results for a harvest batch are returned, they will be entered into the inventory tracking system by the QAM, where the harvest batch information and associated test results are then transferred to the harvest batch label.

We will store packaged harvest batches at the facility under quarantine until the completion of required laboratory testing. Each harvest batch will be easily distinguishable from other harvest batches until it is broken down into packages. No cannabis will be sold prior to receiving laboratory test results for its associated harvest batch.

Individual testing results will be entered into the inventory tracking system by the testing laboratory along with a “pass/fail” designation for each batch. The QAM will review test results upon receipt to determine if the batch meets our strict quality control standards and release for packaging upon approval.

Recall Summary Reports

All records tied to complaints, returns, and recall reports, including reports and press releases, will be created, filed, and reported to the state. Upon completion of a recall the following information will be summarized and submitted to the state. Recalled inventory data will be entered into the inventory tracking system where appropriate:

- Our name, address, and contact number;
- The name of the Recall Coordinator;
- Initial complaint date;
- Date the recall was initiated;
- Date of recall closeout;
- Description of recalled cannabis, including product name(s), harvest batch number(s), oil/extract batch number(s), and finished product batch number(s);
- Source of contamination, if known/applicable;
- The total amount of cannabis subject to recall;
- The total amount of recalled cannabis removed from the cultivation facility's inventory;
- The total amount of recalled cannabis returned to the cultivation facility;
- The total amount of affected product not returned to the facility;
- The effectiveness of recall as a percentage;
- Summary of the primary complaint;
- Summary of related complaints; and,
- Summary of any corrective actions taken.

Security and Surveillance Records

Video surveillance and security records will be located in a limited access security room, available only to authorized personnel, including the GM, QAM, and the Security Manager. Within this room, security recordings and backup power devices will be further secured in a locked cabinet or closet to protect them from tampering or theft.

Secondary trip devices that operate independently of the facility's primary security alarm system will be installed in this room at critical access points to protect the room. This ensures that, in the unlikely event an intruder successfully penetrates the facility's primary alarm system, there is an additional layer of protection guarding sensitive records.

We will retain a record of all inspections, servicing, alterations, or upgrades to the security systems. A current list of employees authorized to access the security records will be maintained onsite. A dedicated Surveillance System Access Log will be kept specifically for surveillance record access which includes the date/time the system was accessed, the name and employee ID for the individual accessing the system, the reason for service, and the name of their employee escort (if applicable).

Video Surveillance Records

We will have a video surveillance system that, at a minimum, consists of digital or network video

recorders, cameras capable of meeting the recording requirements outlined by the state, video monitors, digital archiving devices, and a color printer capable of delivering still photos. The video surveillance system will be equipped with a failure notification system that provides notification of any interruption or failure of the video surveillance system or video surveillance system storage device.

The surveillance system will at minimum record:

- Any areas where cannabis products are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the facility;
- Limited access areas and security rooms. Transfers between rooms must be recorded;
- Areas storing a surveillance system storage device with at least one camera recording the access points to the secured surveillance recording area;
- The entrances and exists to the building must be recorded from both indoor and outdoor vantage points; and,
- At all times images effectively and efficiently of the area under surveillance with sufficient resolution.

We will have cameras that record continuously 24 hours per day and recorded images will clearly and accurately display the time and date. We will install each camera so that it is permanently mounted and in a fixed location. Each camera must be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the facility and allows for the clear and certain identification of any person, including facial features, and activities, including sales or transfers, in all areas required to be recorded under these rules.

We will secure the physical media or storage device on which surveillance recordings are stored in a manner to protect the recording from tampering or theft. We will keep surveillance recordings for a minimum of 90 days onsite and an additional 90 days offsite, except in instances of investigation or inspection by the state or its agents. Surveillance recordings are subject to inspection by the state and its agents and will be kept in a manner that allows the state to view and obtain copies of the recordings at the facility immediately upon request. We will also send or otherwise provide copies of the recordings to the state upon request within the timeframe specified by the state.

Incident Reporting

Incident reports will compile a record of events, witnessed by employees or recorded on the security and surveillance system, so that a chain of events leading to possible break-ins or internal theft may be identified. An “incident” may be anything substantially out of the ordinary that occurs during or after normal business hours. An attempted burglary or break-in, the presence of unauthorized individuals, or a visitor or employee injury in the facility are all examples of noteworthy incidents that should be documented. Serious incidents associated with theft or loss will be reported to the state and law enforcement agencies within 24 hours. Incident reports will be provided to the state and authorized law enforcement along with relevant video surveillance

footage upon request.

Incident Report forms will include:

- Witness name and contact information;
- Incident date, time, and location;
- Person(s) involved in incident;
- Description of injuries (if applicable);
- Witness description of incident; and,
- If incident involved or was reported to authorities, agency contact information including name(s) of agency employees.

Visitor Logs

A Facility Visitor Log will be filled out any time an authorized visitor is escorted into the cultivation facility. Every visitor will be required to provide personal and company identification and provided a numbered visitor's badge. The Facility Visitor Log will be available for inspection at all times and include:

- Date and time in
- Visitor name
- Reason for the visit
- Name of employee escorting visitor
- Employee or visitor ID badge number
- All areas of the facility visited
- Visitor signature
- Sign-out time

Financial Records

The accumulation of comprehensive, reliable sales data provides management with critical information needed for measuring performance as well as strategizing and planning. We will employ a business-to-business point-of-sale (POS) system that offers a variety of analytical data. Transaction information regarding the sale, transfer, transport, or disposal of cannabis will also be logged in the inventory tracking system, supplementing and reinforcing the information reflected in our sales financial records.

Our Chief Financial Officer will be responsible for the security and accuracy of all financial records maintained for the cultivation facility. Financial recordkeeping will include:

- All financial transactions and the financial condition of the business, including contracts for services performed or received;
- Purchase invoices, bills of lading, manifests, sales records, copies of bills of sale, and any supporting documents (including the items and/or services purchased, from whom the items were purchased, and the date of purchase);

- Bank statements and canceled checks for all accounts relating to the business; and,
- Accounting and tax records related to the business and all investors in the facility.

Personnel Records

We will maintain accurate personnel records by creating a dedicated employee file for every new hire; these records will be maintained for at least five years after an employee ceases to work at the facility.

All personnel records will include:

- Employee name, address, phone number and emergency contact information;
- Employee security access credentials;
- All records relating to the hiring of employees, including confirmation of criminal history background checks, applications, documentation and verification of references, and any other related materials;
- All training, education, and disciplinary records;
- Records of days worked and time off;
- Salary and wages paid to each employee, including any executive compensation, bonuses, benefits, or items of value paid to the employee; and,
- Date of hire and date of separation (if applicable) from employment and the reason for the separation.

While onsite, all employees will be required to maintain and display at all times their employee identification card. This card will include, at minimum:

- The name of the cardholder;
- The date of issuance and expiration;
- A random 10-digit alphanumeric identification number with at least 4 numbers and 4 letters that are unique to the holder;
- A photograph of the cardholder; and,
- The legal name of the grower employing the agent.

Production Records

Our cultivation SOPs require the creation and maintenance of meticulous records for every plant through every stage of growth, from seed or clone to packaged cannabis shipment. At the time of planting, all plants shall be accounted for as a batch with a unique batch number that shall remain with the batch through final packaging. Each plant shall receive an individual RFID tag when they have reached 8 inches in height. Production records will include thorough documentation of every interaction with the plants, including but not limited to planting, harvesting and curing, weighing, and packaging and labeling. Soil amendments, fertilizers, pesticides, nutrients or other chemicals or inputs applied to the growing medium or plants or used in the process of growing cannabis will be tracked through inclusion in product management, pesticide application, fertilizer application,

and daily inspections. Every crop input will record the following:

- The date of application;
- The name of the individual making the application;
- The product that was applied;
- The section, including the square footage, that received the application (by group number);
- The amount of product that was applied; and,
- A copy of the label of the product applied.

Cultivation Equipment Maintenance Log

In addition to daily checks and surface cleaning performed by the Cultivation Team, our Maintenance Team will routinely inspect, deep clean, calibrate, and check the following equipment to ensure accuracy:

- Automatic, mechanical, or electronic equipment (i.e., HVAC, Lighting, RO Filtration).
- Scales, balances, or other measurement devices used in the operation.

The Maintenance Team will be responsible for recording any performed maintenance and calibration of equipment and will require signoff from the Maintenance Manager upon task completion. The equipment maintenance log will include:

- Equipment description (name/model number)
- Equipment location (room number/name)
- Description of task performed
- Date/time
- Initials of the employee who completed the service

Pesticide, Fertilizer and Chemical Applications Log

We will maintain accurate records concerning pests and pathogens and the measures taken to control them. We will utilize preventive plant scouting to maintain a high level of sanitation. However, should the need arise, we will only utilize pesticides, miticides, herbicides and fungicides approved by the state. SDS sheets and copies of original labels will be maintained for each agricultural chemical. Each application or usage will be recorded in the appropriate pesticide, fertilizer, or chemical application log.

Applications of all pesticide, fertilizer, or other agricultural chemicals performed during any stage of cultivation will be performed according to our Integrated Pest Management Plan. Every application will be documented on the appropriate Application Log and will include:

- Date and time of application;
- Stage of the cultivation process;
- Date when the plants in the application area were moved to the flowering stage, if applicable;

- United states Environmental Protection Agency (EPA) registration number, if applicable;
- Analysis of the fertilizer applied;
- Application site, which will be identified by the location legend maintained by the cultivator;
- Name of the product being applied;
- Batch number(s) for the plants receiving the application;
- Size of the application area;
- Name of the individual making the application;
- Total amount applied;
- Dosage or rate of application;
- Applicator permit number or certification number, if applicable; and,
- Comments or special conditions related to the application.

Cleaning and Waste Disposal Log

The Maintenance Team will be responsible for maintaining sanitation logs and will require Maintenance Manager signoff upon task completion.

All disposal activities will be recorded in the inventory tracking system and manual logs to maintain accurate and comprehensive records regarding waste material that accounts for and reconciles all activity related to the disposal of cannabis. The facility will utilize the inventory tracking system to ensure its green waste materials are identified, weighed and tracked while on the premises until disposed of.

A separate written record will be created on the Waste Disposal Log and entered into the inventory tracking system every time the disposal process happens.

This log will include:

- The date and time of the disposal;
- The manner of the disposal;
- The volume and weight of the approved solid waste media used to render the cannabis unusable;
- The batch number(s) associated with the cannabis scheduled for destruction;
- The reasoning for and description of the disposal; and,
- The signature of the authorized employee(s) overseeing the disposal of the cannabis.

Packaging Operations

Packaging employees will follow recordkeeping protocols requiring documentation of all packaging activities both in manual logs and in the inventory tracking system; such documentation must include the names and ID numbers of both employees responsible for the packaging activity. All packaging activities that require weighing and measuring will utilize a digital scale. Calibration and maintenance of all scales used must be performed daily and documentation of

daily calibration and periodic maintenance will be maintained on site.

Packaging and labeling areas will be inspected prior to use to ensure all previous plant, packaging and labeling materials have been removed. All equipment, utensils, and contact surfaces used for packaging cannabis will be cleaned and sanitized prior to use, throughout the packaging activity as required, and immediately after packaging is complete to keep all packaging components free of contaminants. Packaging employees will wear hair nets (and beard nets, if necessary) and nitrile gloves to prevent the contamination of plant material during packaging. Since dried cannabis produces airborne particles, employees will wear dust masks for protection.

The ICM will coordinate inventory packaging and shipping operations, maintaining an efficient shipment schedule while ensuring all inventory movement is accurately tracked in the inventory tracking system. Harvest batches are designated into packages by weight by the ICM, who will input the information into the inventory tracking system 24 hours prior to the shipment delivery date. The ICM will create a unique package inventory ID within the inventory tracking system that mirrors each physical package to be shipped. Package inventory IDs may comprise multiple individual unit containers, however all containers within the package will be from the same harvest batch, designated to the same recipient. Packages are then aggregated into shipments for individual recipients by generating a transport manifest. The ICM will organize the day's transport manifests, print labels, and create a list of exact inventory items and weights to be packaged into coordinating packaging breakdown sheets to guide the work of the packaging employees.

Weighing Plant Material

During packaging for final sale, harvest batches of cured flower are sorted according to bud size and placed into either bulk packaging for processors or retail packaging for sale directly to consumers through dispensaries. Packaging employees will work with flower from one harvest batch at a time until all packaging from that harvest batch is complete. The employee will place a weigh tray on a digital scale and fill with flower until the scale reaches the quantity specified on the package breakdown sheet. The employee will adjust the weight as needed by adding or removing smaller buds and removing any large stems or any other material that should be waste; results will be accurate to within 0.1g of the specified weights. Once the desired weight is achieved, the measured flower is poured into the designated retail or bulk packaging to create the individual unit. Individual units are sealed and affixed with their associated Harvest Batch Label. When all individual units for a specific harvest batch have been successfully sealed and labeled, they are boxed into one or more packages designated for shipment. Each package is then affixed with its associated Package ID Barcode. All packages on the same packaging breakdown sheet are set in a designated area along with any associated waste for verification of weights by the ICM prior to being approved for shipment.

Retail Packaging

Plant material for distribution to dispensaries will be packaged in pre-determined weights by

strain. We will utilize only the highest quality of medical and food grade packaging that meets both ASTM and CPSC child-safety standards. Selected products will be environmentally friendly and, if possible, manufactured within the United States. To best preserve the quality and integrity of cannabis flower, we will utilize hard sided containers that are light resistant and prevent crushing of the material (versus plastic bags). We will maintain ASTM or CPSC certificates for all supplied packaging.

Bulk Packaging

Plant material for distribution to processors will be packaged in vacuum sealed bags in one or two-pound quantities ready for bulk transport. Opaque Mylar bag rolls will allow for variable package sizes based on individual orders. We will utilize an industrial, food grade tabletop vacuum packing machine with a heat sealer; this machine will feature vacuum level sensors that allow packages to be vacuumed to a precise level to ensure consistent weights and seal quality.

Sending Shipments

Once package weights and labeling have been approved by the ICM, packaging employees will ensure the associated transfer manifest is included in the shipment container's external clear packing list envelope. When a shipment is ready to leave the facility, the ICM will visually inspect all outgoing packages, count or weigh all items, and compare the packages with the accompanying transport manifest. The QAM will also review packaging and labeling to confirm the ICM's visual inspection and ensure that the packaging of each item is undamaged, accurate, and complete and that no tampering of the packages has occurred. The inspection results will be recorded on the Shipping Checklist. Any incorrectly packaged, damaged, or noncompliant packages or labels will be corrected by a packaging employee. Any errors in the transport manifest will be corrected within the inventory tracking system by the ICM. Once the shipment has been inspected and approved by the ICM and QAM, it will be authorized for transport.

Storage Plan

The ICM will take responsibility for keys and access codes to the secure inventory storage room; staff will be trained to report evidence of unauthorized access to the ICM. Cannabis plants or products that are damaged, defective, recalled, or otherwise designated for destruction/disposal will be stored in a dedicated storage area segregated from sellable inventory.

Storage Area Climate Control

Environmental controls will maintain storage areas at desired temperature and humidity levels. Air in the storage areas will be continuously circulated, filtered, and cooled to help ensure dry storage temperatures remain between 50°F and 70°F and humidity maintained at less than 15%. Heat producing equipment will be used in dry storage areas only if the temperature drops below 50°F. Products and supplies requiring refrigeration will be kept at 41°F or below and freezers at 0°F or below.

Security Controls

Strict access controls will be maintained for storage areas that include both physical security (programmable keycards, 24/7 video surveillance, passive infrared motion detectors, etc.) and procedural/systematic measures (user limitations within the inventory tracking system, consistent inventory audits, maintenance of visitor and internal logs, etc.) to ensure all employees, plants and products are accounted for at all times.

As a limited access area, storage rooms will subject to our two-person rule, requiring dual access to enter. As such, no one person will enter or be left alone in these rooms for any reason. Access to the secure storage areas will be limited to select authorized employees, with the electronic access locks keyed only to those individuals and a current roster maintained onsite. Packaged, harvested cannabis will be further segregated within limited access areas and stored in a dedicated safe, storage refrigerator, or vault, utilizing the maximum amount of security possible in the facility.

Visitor Access

Should a visitor require access to a secure storage area, for example during an inspection or laboratory staff for sample testing, the visitor will be required to provide company credentials along with a government issued ID and adhere to our strict visitor policies. No visitor will be allowed to touch cannabis plants or handle cannabis packages at any time unless necessary for the completion of their official duties as required by state regulations.

A Facility Visitor Log will be filled out any time an authorized visitor is escorted into the facility. All visitors will be issued a badge that must be conspicuously displayed for the duration of their visit. They will remain escorted by an authorized employee while on the premises. The Facility Visitor Log be maintained onsite and regularly backed up electronically according to our Recordkeeping SOPs.

Receiving Shipments

We anticipate shipments to the cultivation facility will be primarily restricted to receiving non-cannabis inventory items, such as grow and office supplies. The facility will receive only one delivery at a time from approved vendors. The date received will be recorded on the outside of each package, and a use-by date, if applicable.

Whether receiving or preparing to send a shipment, the area for loading and unloading of cannabis into or from a transport vehicle will be enclosed, secure, and out of public view. Within this secure area, arriving cannabis is segregated from the current facility inventory in a limited access storage area. Shipments received by the facility will go immediately into this receiving area for inspection by the ICM. Once the shipment has passed inspection, the ICM will mark the products as received in the inventory tracking system and physically transfer them to the limited access storage area. Products will be quickly transferred to their proper storage area to avoid potential contamination.

Transportation

We will perform a review and approval of any third-party transportation services prior to engagement that will include:

1. Confirmation the company offers secure, licensed, insured and bonded transport;
2. Perform a vehicle inspection to ensure the delivery vehicle is equipped with secure storage, GPS tracking, climate controls, and does not display any identifying characteristics to indicate transport;
3. Require completion of a questionnaire to establish contractor compliance as a part of the transportation contract between us and the shipping contractor;
4. Retain the shipping contract and other documentation for state inspection; and,
5. Obtain a copy of state licensing for the transportation company and retain this information on file.

All packaged cannabis at the facility will be stored under quarantine until the completion of required laboratory testing. Upon the receipt of laboratory test results cannabis items will be inspected by the Quality Assurance Manager prior to distribution and warehoused in an approved released-product storage area under appropriate environmental conditions consistent with its shelf life specifications and labeling.

The oldest batch of an approved product with the shortest expiration date will be distributed first. A distribution history for each batch will be available in the inventory tracking system and will minimally include the unique batch number, receiving site, date, and quantity shipped.

Preparing Shipments

The ICM will coordinate inventory packaging and shipping operations, maintaining an efficient shipment schedule while ensuring all inventory movement is accurately tracked in the inventory tracking system. During packaging for final sale, harvest batches of cured flower is sorted into either bulk packaging for wholesale customers or child-resistant packaging prepared for retail sale through dispensaries. Harvest batches are designated into packages by weight by the ICM, who will input the information into the inventory tracking system 24 hours prior to the shipment delivery date.

The ICM will create a package with a unique package inventory ID within the inventory tracking system that mirrors each physical package to be shipped. Package inventory IDs may comprise multiple individual unit containers, however all containers within the package will be from the same harvest batch, designated to the same recipient. Packages are then aggregated into shipments for individual recipients by generating a transport manifest. The ICM will then organize the day's transport manifests, print labels, and create a list of exact inventory items and weights to be packaged into coordinating packaging breakdown sheets to guide the work of the packaging employees.

Sending Shipments

Once package weights and labeling have been approved by the ICM, packaging employees will ensure the associated transfer manifest is included in the shipment container's external clear packing list envelope. When a shipment is ready to leave the facility, the ICM will visually inspect all outgoing packages, count or weigh all items, and compare the packages with the accompanying transport manifest. The QAM will also review packaging and labeling to confirm the ICM's visual inspection and ensure that the packaging of each item is undamaged, accurate, and complete and that no tampering of the packages has occurred. The inspection results will be recorded on the Shipping Checklist. Any incorrectly packaged, damaged, or noncompliant packages or labels will be corrected by a packaging employee. Any errors in the transport manifest will be corrected within the inventory tracking system by the ICM. Once the shipment has been inspected and approved by the ICM and QAM, it will be authorized for transport.

Sanitation Plan

Cultivation Facility Sanitation

Our facility sanitation SOPs include daily and weekly sanitation responsibilities for every position in the facility, including pest prevention, worker sanitation practices, and the proper removal of litter and waste. Various sanitation SOPs will detail processes for safely handling cannabis plants through every phase of growth and production. Our SOPs also include a regular cleaning schedule to ensure equipment, floors, counters, walls, and ceilings are kept in good repair. We will contract with a professional cleaning company to deep clean the facility at least once a month; where possible, we will endeavor to contract with minority owned businesses for support and ancillary services such as maintenance and sanitation.

Facility Inspections

The opening manager will perform a daily walkthrough of the entire facility to look for potential safety and sanitation hazards. These inspections will include looking for burned out bulbs, damaged equipment, evidence of pests, and lack of cleanliness. Any concerns will be immediately corrected or scheduled to be corrected.

Our integrated pest management plan includes weekly exterior facility inspections conducted by the Maintenance Manager to identify potential habitats and food sources, gaps in doors or windows, inadequate screening, mowing, or other maintenance needed to prevent attracting rodents, insects, and other pests.

Complaints, Returns, & Recalls

Consumer, product, and public safety are our top priority. Preventative quality assurance measures are integrated into facility operations to limit the possibility that products will cause serious adverse health consequences or could cause temporary or medically reversible adverse health consequences.

An “adverse event” can be any health-related episode associated with the use of a cannabis product that is undesirable, unexpected, or unusual. Complaints of adverse events and returns of cannabis from the cultivation facility will be regarded and handled with the utmost care, importance, and urgency.

We have developed standard operating procedures (SOPs) for receiving and investigating complaints regarding an adverse event from the consumption of cannabis originating from the facility. Should an investigation determine that cannabis from the cultivation facility may be unsafe for consumption, we will immediately initiate its Recall Plan to identify and isolate any cannabis deemed unsafe or unfit for consumption to prevent or minimize its distribution to other cannabis facilities, consumers, and caregivers.

Our Quality Assurance Manager (QAM) will be responsible for implementing product investigations and recall procedures consistent with facility operations and for carrying out such procedures in a manner that maximizes the effectiveness of any recall while minimizing risks to public health and safety. These SOPs will include:

- Identifying the factors that necessitate a recall;
- Creation of a Recall Committee responsible for the execution of investigation and recall procedures;
- Investigation of returns and complaints received from consumers, caregivers, physicians, or cannabis facilities about cannabis that may be causing adverse consumer reactions;
- Correct testing of harvest batches associated with the complaint;
- Handling and disposal of recalled cannabis and returned cannabis products; and,
- Reporting adverse event investigation results to the physician of record for the individual reported to have experienced the adverse event (if known) and any public health authority.

Our Recall Plan includes:

- Responsibilities of the Recall Committee and their execution of the Recall Plan;
- Procedures for identifying all affected cannabis plants and products involved including a unique identification number that will match the recalled items with a lot and batch number and its test results to facilitate any warnings or recalls the state deems appropriate;
- Notification process for cannabis facilities, supplying vendors, key agencies, and the public to whom the cannabis may have been sold or otherwise distributed; and,
- How the cannabis will be disposed of when returned to or retrieved by us, including

transportation policies and procedures.

Preventing Adverse Effects

Our training program will include basic training on a variety of potential health threats associated with cannabis and how to prevent them. As a proactive measure for detecting and preventing adverse events, we will maintain a small portion of each harvest batch for periodic quality assurance testing. If a complaint is determined to be a potential adverse event using any of the above criteria, the General Manager will immediately inform the complainant to seek medical attention and assemble the Recall Committee to investigate the complaint.

Molds and mildews are some of the most common contaminants found in cannabis. Most often, the effects of these contaminants are mild, similar to cold or flu symptoms such as a stuffy or runny nose, sneezing, or coughing. However, in some individuals, or with particular types of molds or mildew, the health consequences can be much more severe. We will use climate controls in the facility to manage temperature and humidity and minimize the possibility of mold and mildew development. Surfaces in cultivation areas will be sealed with a mold- and mildew-resistant paint. We will also train employees to identify mold and mildew in their daily inspections of cultivation areas, along with proper quarantine and mold mitigation procedures. Laboratory testing will help to identify mold and mildew but is intended purely as a fail-safe for finished product, not as a substitute for proper prevention techniques.

Any product identified as contaminated with mold or mildew will be weighed and recorded in the inventory tracking system and placed in the quarantine area until destroyed according to our Waste Disposal SOPs. The cultivation area(s) where plants were identified to have contamination will also be inspected along with any signs of water damage or leakage.

Unauthorized and/or excessive amounts of residual pesticides or other agricultural chemicals in cannabis can have a wide spectrum of health effects depending on the substance, method of exposure, and individual sensitivity. Employees will be trained to identify the symptoms of acute poisoning, as it is difficult to tell the severity of poisoning based purely on symptoms. Symptoms that seem mild at first such as headache, fatigue, weakness, dizziness, restlessness, nervousness, perspiration, nausea, diarrhea, loss of appetite, loss of weight, thirst, moodiness, soreness in joints, skin irritation, eye irritation, irritation of the nose and throat, could also be symptoms of the early stages of acute poisonings.

Bacterial contamination such as E. Coli, Salmonella, Aspergillus, or other harmful strains can also be a threat in cannabis. These are the least common contaminants identified in cannabis but can result in severe health consequences for people when exposed. These microorganisms often go undetected when present. While laboratory testing should provide assurance that cannabis is free of microbial contaminants, prevention is the most important defense against them.

Recall Committee

We will designate key personnel from various areas of the facility as part of a Recall Committee responsible for the oversight and review of all complaints, returns and recalls. All cultivation employees, even if they do not participate on the Recall Committee, will undergo training regarding the overall investigation and recall process and their associated responsibilities.

The Recall Committee will include the following positions:

- Recall Coordinator (QAM)
- Recall Communications Director (GM)
- Internal Recall Team
 - Cultivation Manager
 - Inventory Control Manager
- External Recall Team Delivery Drivers
 - Sales Team

Investigation Overview

The Recall Committee will, within 24 hours of receipt, review any complaint regarding the quality or safety of its cannabis. Any affected products and/or production batches remaining within the cultivation facility will be immediately identified. The Internal Recall Team will cease production of the product in question, locate, and quarantine all affected plants within the facility until the source of the complaint or adverse event is identified and corrected. The quarantined plants will be segregated physically from all other production within the facility and secured in a limited access area that is under constant video camera surveillance.

The Internal Recall Team will investigate the records and circumstances of the production of the batch in question to determine if a voluntary or mandatory recall of cannabis is necessary or if any further action is required. If a deviation from SOPs in any phase of the cultivation or packaging of the specified cannabis at the facility has occurred, the Recall Coordinator will investigate the circumstances of the deviation and record any relevant information that led to the deviation.

Each harvest batch of cannabis cultivated will have at least two samples saved to facilitate immediate testing. The Internal Recall Team will coordinate retrieving the samples from the pertinent retention batch to compare with each received complaint using our rigorous internal quality standards. If the complaint cites adverse characteristics that should be verifiable through comparison to retention samples for the batch and we are able to verify that the specimen selected from the retention samples for the batch exhibits the same adverse characteristics enumerated in the complaint, appropriate measures will be taken immediately. The retention samples will be sent to an independent laboratory to determine if they meet the specifications of the identified strain variety and will be tested for microbial contaminants, mycotoxins, foreign matter contamination, heavy metals, and pesticide and fertilizer residue.

If we discover that a condition relating to the cannabis cultivated at our facility poses a risk to

public health and safety, we will immediately notify the state by phone, and send a written hard-copy and email notification, as well as notification through the state-approved tracking system. We will secure, isolate, and prevent the distribution of the affected cannabis and any associated cannabis product.

We will not destroy or otherwise legally dispose of the affected material(s) before notifying the state and coordinating its collection or disposal.

Upon receipt of a complaint or notification of an adverse event, the Recall Coordinator will:

- Review and investigate product complaints to determine whether it involves a possible failure of a product to meet any of its specifications, or any other requirements, including but not limited to those specifications and other requirements that, if not met, may result in a risk of illness or injury.
- Review and approve decisions about whether to investigate a product complaint and review and approve the findings and follow-up action of any investigation performed.
 - The review and investigation of the product complaint, review by quality control personnel about whether to investigate a product complaint, and the findings and follow-up action of any investigation performed, will extend to all related batches and relevant records. Related batches may include, but are not limited to, batches of the same product, other batches processed on the same equipment or during the same time period, or other batches produced using the same batches or lots of components or packaging components.
- Create a written record of the complaint and details of any subsequent investigation, including:
 - Identity of the product;
 - Batch, lot, or other control numbers of the product;
 - Date the complaint was received and the name, address, or telephone number of the complainant, if available;
 - Nature of the complaint including, if known, how the product was used;
 - Names of the Recall Committee members or quality control personnel who do the following:
 - Review the reason for the product return;
 - Review and approve any reprocessing, as applicable; and,
 - Review and approve the findings and follow-up action of any investigation performed.
 - Document the findings of the investigation and follow-up action(s) taken when an investigation is performed; and,
 - Create our response to the complaint, if applicable.

Recall Plan

Should an investigation determine there could be a potential adverse event related to the cannabis

cultivated at the facility or upon receipt of a formal recall notification from the state, the Recall Coordinator and will initiate the Recall Plan. The Recall Coordinator will coordinate the execution of the recall decisions throughout the process as required until the recall is complete.

Identifying Products for Recall – Internal Recall Team

All cannabis packages and finished products have unique barcodes that allow any item to be immediately traced back to the cultivation facility, associated with specific harvest and production batches for efficient recall investigation.

Using the batch number associated with the complaint, the inventory tracking system can be searched to immediately identify all recorded characteristics of the affected batch, including the harvest date, total amount of cannabis harvested, all pesticides, nutrients, fertilizers and other active ingredients used during the cultivation, and the final destination of all affected products. Every package containing products from the suspected batch can be identified and communication with the possessing entity initiated within hours.

Once identified, all affected product, packaging and/or equipment (if applicable) used to cultivate or produce the cannabis in question will be quarantined and taken out of the supply chain. Plants and packages from the associated batch will be locked in the inventory tracking system so that no products can be electronically moved. The cultivation facility will cease shipment of all products, affected or not, for a minimum of 24 hours so that all affected products, packaging, equipment, etc. can be located and quarantined. Once this has been completed, the Internal Recall Team will report the inventory of quarantined items to the Recall Coordinator including product descriptions, production batch numbers, date of production, and quantities of quarantined items.

Should a recall be determined to be necessary, the Internal Recall Team will coordinate with the Recall Communications Director to report on details of all affected product, including:

- Product name
- Batch number(s)
- Date(s) of production
- Quantity produced
- Quantity distributed
- Date, time, and exact quantity of each affected product shipment accepted by any cannabis facility
- Name of person who accepted the delivery of affected product for each location

Inventory Tracking of Recalls

We will track all information relevant to a recall within the inventory tracking system. Internal storage and inventory control SOPs are designed to keep products organized and clearly labeled, allowing them to be quickly and easily identified. Accurate recordkeeping throughout the facility provides an overview of production dates, quantities, inventory levels, and product received and

shipped.

As part of our regular inventory audits, we will document the total amount of recalled cannabis plants or products, including type, form, batch number(s), and date and time of harvest. We will keep an administrative record for any recalled cannabis by recording from whom the recalled cannabis was received (e.g., processing facility or dispensary), the means of transport of the recalled cannabis back to the cultivation facility, and the reason for the recall. We will submit any proposed changes to its Recall Plan to the state at least 60 days before the effective date of the proposed changes.

Recall Communications – External Recall Team

The Recall Coordinator will coordinate with the External Recall Team to complete the necessary notification of all affected parties. Location of affected production batches and products will be identified through the inventory tracking system by the External Recall Team. Production logs, internal invoices, transport manifests and shipping logs will be utilized to double check the accuracy of the inventory tracking system.

The Inventory Control Manager will keep hard copies of all transport manifests and ensure the electronic transport manifest records within the inventory tracking system are current and accurate. The contact information for every cannabis facility that we have shipped product to within the past year will be regularly maintained.

Depending on the nature of the recall, affected cannabis facilities will be requested to quarantine all products associated with the identified batch number; it will be clearly stated that the products are not to be distributed or to leave their facility for any reason. Where required, shipments will be arranged, and transport manifests generated for, quarantined packages to be sent back to us until further testing can be completed and the recall finalized. Should a recall investigation require the disposal of affected cannabis, the purchasing facility will be notified to complete destruction of the quarantined product.

The Recall Communications Director will directly contact via phone and through email every cannabis facility that received affected product providing the specific details of shipment(s) to each, including:

- Description of the complaint;
- Name of affected product(s);
- Production batch number(s);
- Date(s) of production;
- Date(s) and time(s) of delivery of affected product;
- Exact quantity of affected product shipped and accepted by the cannabis facility;
- Name of person(s) who accepted and signed for the delivery of affected product;
- Instructions to quarantine the product and prepare for pickup of the affected product; and,
- Notification that the Recall Coordinator will contact them to schedule pick-up of affected

products, if appropriate.

Processing facilities will be instructed to notify any dispensaries who purchased product that contained the batch(es) in question. Dispensaries will be instructed to contact customers who have purchased any of the affected products by phone and email where said information is available.

As necessary, the Recall Communications Director will use press releases and other appropriate public notifications to ensure that consumers are notified of the recall as soon as possible and to issue updates throughout the recall process. Cannabis facilities will be issued electronic copies of the press release to post, email and distribute to their consumers.

Key Recall Contacts

Regulatory Agencies

- Marijuana Regulatory Agency

Technical Consultants

- Testing Laboratory
- Food Safety Consultants
- Sanitation Consultants
- Legal Counsel

Distribution Chain

- Internal Delivery Drivers (if applicable)
- Third Party Delivery Drivers

Cannabis Facilities

The GM will be the designated point of contact with the state. If the recall was not initiated by the state, but by us, the state will be notified via phone and email immediately upon receipt of the complaint and again once the Recall Committee has determined whether a recall is necessary. Detailed explanation on any decision will be provided via email and sent by certified mail within 24 hours of the initial complaint.

The state will be contacted and provided with key information throughout the recall process. The Recall Coordinator will be available 24 hours a day during the recall effort.

Transportation of Potentially Affected Cannabis

Every resource will be utilized to retrieve recalled products as quickly as possible. The Recall Coordinator and ICM will coordinate a pick-up date and time with each cannabis facility or consumer/caretaker, in accordance with all laws and regulations. If samples are to be sent to a cannabis testing lab or recalled product shipped from an affected processor or dispensary, the ICM will assist the Recall Coordinator by creating transport manifests and scheduling delivery drivers for each shipment. The transport manifest will be transmitted to the cannabis testing laboratory,

processor, or dispensary, and to the state before the close of business the day prior to transport.

All recalled product shipments will follow our standard transportation procedures, including making limiting stops, the duty to immediately report emergencies, employee identification and safety, and vehicle requirements including branding, insurance, and storage safety requirements.

Handling the Return of Recalled Products

Returned recalled products whose packaging has been compromised will not be accepted. Two people will be required to accept any returned product, one of which must be the Recall Coordinator.

- Returned products will be identified as such and be quarantined upon receipt.
- Returned product will be reviewed and approved or rejected by the Recall Coordinator.
- If the conditions under which returned product has been held, stored, or shipped before or during its return, or if the condition of the product, its containers, or labeling, as a result of storage or shipping, casts doubt on the identity, purity, strength, composition, or freedom from contamination or adulteration of the product, the returned product will be rejected unless examination, testing, or other investigations prove the product meets appropriate standards of identity, purity, strength, and composition and is free from contamination or adulteration.
- If the reason a product is returned implicates associated batches, an appropriate investigation will be conducted and extend to all related batches and relevant records. Related batches may include, but are not limited to, batches of the same product, other batches processed on the same equipment or during the same time period, or other batches produced using the same components or packaging components.
- Recalled products returned to the cultivation facility will be destroyed pursuant to our Waste Disposal Management SOPs.
- A written record will be kept of the return, and where applicable its investigation, including:
 - Identity of the product;
 - Batch, lot, or other unique identification number of the product;
 - Date the returned product was received;
 - Name and address from which it was returned, and details of transport;
 - Reason for the return;
 - Results of any tests or examinations conducted on the returned product, or on related batches, if any;
 - Findings of the investigation and follow-up actions taken when an investigation is performed;
 - The ultimate disposal of the returned product, and the date of disposal; and,
 - Names of the Recall Committee members or quality control personnel who:
 - Reviewed the reason for the product return.

- Reviewed and approved the findings and follow-up action of any investigation performed.

Quarantine and Disposal of Recalled Cannabis

The Recall Coordinator will oversee destruction of all recalled products, if appropriate. Whenever possible, the purchasing processor and dispensaries will be notified to complete destruction of delivered packages and finished products associated with a quarantined batch.

All affected cannabis plants and/or returned cannabis products will be uniquely classified in the inventory tracking system and physically segregated within the cultivation facility as they are identified. The recalled cannabis will be quarantined in a secure, limited access storage area under constant video camera surveillance properly disposed of. Access to the quarantined product room will be limited to the GM, ICM, and QAM; a minimum of two personnel will be required to be present in the room at all times. Recalled items will be conspicuously labelled “QUARANTINED PRODUCT – DO NOT USE OR SELL.”

Once it is confirmed that every effort taken to ensure that all affected cannabis is under quarantine, we will notify the state and coordinate the destruction or other legal disposal of the recalled cannabis. Unless otherwise directed by the state, our standard Waste Disposal Management SOPs will be followed. Details of the destruction and disposal of affected product will be included in the recall Summary Report submitted to the state, tracked manually on the Waste and Disposal Log, and updated in the inventory tracking system as it is completed.

Recall Summary Report

Upon completion of a recall the following information will be summarized and submitted to the state. Recalled inventory data will be entered into the inventory tracking system where appropriate:

- Name, address, and phone as cultivator;
- The name of the Recall Coordinator;
- Initial complaint date;
- Date the recall was initiated;
- Date of recall closeout;
- Description of recalled cannabis, including product name(s), harvest batch number(s), oil/extract batch number(s), and finished product batch number(s);
- Source of contamination, if known/applicable;
- The total amount of cannabis subject to recall;
- The total amount of recalled cannabis removed from the cultivation facility’s inventory;
- The total amount of recalled cannabis returned to the cultivation facility;
- The total amount of affected product not returned to the facility;
- The effectiveness of recall as a percentage;
- Summary of the primary compliant;

- Summary of related complaints;
- Summary of any corrective actions taken; and,
- Any other information required by the state.

Waste Disposal Management

Waste Types

We will address our waste in four categories: green, cannabis, solid, and liquid or hazardous.

Green waste includes any cannabis waste generated through cultivation that is not the primary useable byproduct of the plant (e.g., flower, tight trim). Cannabis waste material consists of: parts of the cannabis plant that are unused (stocks, stems, dry crispy or dead leaves, topping material, pruning material, etc.); flower batches and/or trim batches whose test samples have failed; returned, out-of-date, or recalled cannabis; and any plant debris including aged and dead plants, clones that don't take root, or unused plant parts, and roots.

These plant waste materials must be constantly controlled due to their potential for diversion. Green waste will be collected, weighed, recorded, and destroyed daily. Green waste receptacles will have a locked lid and will remain under our control until its contents are transferred to an approved disposal facility.

Solid waste consists of everyday refuse such as paper, cardboard, and other common materials; solid waste management will be handled in accordance with our Sanitation Plan. Solid waste receptacles will be located at various sites throughout the facility. These waste receptacles will remain covered and emptied daily to minimize odors and reduce the potential for attracting pests by creating harborage or breeding grounds.

Liquid waste and potentially hazardous waste often go together, and include expired nutrients, additives, pesticides, or cleaners. All liquid waste will be held in a designated area and will be handled and disposed of in accordance with applicable local, state, and federal laws. We will follow controlled disposal procedures for potentially hazardous waste materials by contacting a contractor licensed within the state for the handling and disposal of liquid and hazardous waste.

Liquid Waste

The disposal of runoff, wastewater, or spent hydroponic nutrient solution generated as a byproduct of cultivation will be accomplished using environmentally sound procedures consistent with applicable regulations and local ordinances. We will record and maintain all necessary information regarding wastewater in a Waste Disposal Log. We will never dispose of anything in outside storm drains and will keep areas surrounding dumpsters free of waste and debris. The facility design will conserve water by collecting reusable greywater and processing it through reverse osmosis. The processed water can then be used for equipment cleaning and general sanitation purposes. Over watering can also produce an inordinate amount of wastewater; we will limit water spills by using automated timers to fill reservoirs.

Potentially Hazardous Wastes

Toxic compounds, including hazardous waste and liquid waste, sanitizing agents, pesticides, fertilizers, nutrients, solvents, and other chemicals used in the production of cannabis will be identified, labeled, held, stored and disposed of in a manner that ensures employee safety and protects against contamination of cannabis. Disposal will be performed in accordance with product label directions and in compliance with any applicable local, state, and federal law, rule, regulation or ordinance.

Labeling Wastes

Hazardous Waste containers will be labeled with a Hazardous Waste Chemical Discard Tag or other state required label. The tag should be clearly visible and not obscure any previous notations written on the container. Each SOP will include a full list of chemical ingredients in the waste material along with the generating process and date.

Workplace Safety and Emergency Response

Security training for employees will include procedures for facility inspections at the end of each day. This inspection will include a walkthrough of each room to check for visible security risks including inoperative security lighting, damaged or inoperative security equipment, or unauthorized persons in the facility.

We will conduct regular security and safety drills to ensure that employees know the correct action to take in various situations. Drills will train facility employees to protect themselves and to also observe and review the security procedures for limitations that can be improved by modifications to security systems, altering response plans, or improving employee awareness of protocols.

Throughout the business day, a minimum of two employees will be present in the facility, especially during opening and closing procedures. Additionally, our security vendor(s) will monitor the licensed premises 24 hours a day, at both occupied and unoccupied times.

Incident Reporting

Incident reports will compile a record of events, witnessed by employees or recorded on the security and surveillance system, so that a chain of events leading to possible break-ins or internal theft may be identified. An “incident” may be anything substantially out of the ordinary or suspicious that occurs during or after normal business hours. An attempted burglary or break-in, the presence of unauthorized individuals, or an employee injury are all examples of noteworthy incidents that should be documented. Serious incidents associated with theft or loss will be reported to the state and law enforcement agencies within 24 hours. Incident Report forms (please see Appendix A – Logs and Forms) will include the following and be provided along with relevant video surveillance footage upon request:

- Witness name and contact information;

- Incident date, time, and location;
- Person(s) involved in incident;
- Description of injuries (if applicable);
- Witness description of incident; and,
- If incident involved or was reported to authorities, agency contact information including name(s) of agency employees.

The Emergency Operation Protocols (EOP) will anticipate and plan for as many emergency contingencies as possible, particularly during power losses from severe weather. Since power may go out, employees may only store non-perishable food and water at the facility. The facility will have the ability to communicate without power, cell phones, cable or other hard line telephones by using a battery operated two- way radio or a hand-crank radio and will maintain a supply of backup batteries. During an extended emergency, such as severe weather, resources will be carefully managed to mitigate issues with garbage storage as pick-ups may be delayed or halted.

Visitor Policy

The cultivation facility will not be open to public visitors. Only authorized contractors or vendors, law enforcement, state employees, and other individuals authorized by law will be permitted into the facility. No one under the age of 21 will be allowed to visit the facility.

Contractors will be required to schedule an appointment to access the facility and present both personal identification and company credentials to the authorized security personnel upon arrival at the facility. Security will copy or scan the visitor's credentials, record their identification details on the Facility Visitor Log, and issue them a visitor's badge. Visitors will be assigned an employee escort to keep track of their movements within the facility. When their scheduled appointment is finished, the visitor will return their badge to security. The Facility Visitor Log will be updated to reflect the time the badge was returned, all areas of the cultivation facility visited, and the visitor's final departure time.

Attachment: Nutrient or Growth Additive Log Sheet

Date of Feeding:	August 20, 2020
Time Feeding Began:	11:30 AM
Time Feeding Ended:	12:30 PM
Location (Block/Room/Table #):	Block 1, Room 2, Tables A - D
Size of Area Treated:	400 sq. ft.
Product Name:	Sample Product
Total Amount Applied (Pound, Ounce, Gallon, Liter):	1.0 Ounce
Dosage or Rate of Feeding:	1.0 Ounce per 100 sq. ft.
Employee/Individual Printed Name:	John Smith
Employee ID #:	ID #123456
Attach copy of nutrient label and SDS sheet:	See Attached

Attachment: Pesticide Application Log Sheet

Pesticide Application Log		
Crop: Cannabis		
Brand & Product:		
EPA registration #:		
Active Ingredient(s):		
Application Date:	Start Time:	Finish Time:
Restricted Entry Interval (REI):		Re-entry Allowed at this time:
Area, room or plant treated (RFID Tags):		
Dosage:	Total amount applied:	
How was this applied:		
Applicator Name:	Badge #:	
Signature:		
Comments:		

Attachment: Incident Report

To be completed by the witnessing/injured individual reporting the incident; if an incident involves multiple individuals each should fill out their own Incident Report form whenever possible.

Date/Time of Incident:	Date/Time of Report:
Witness Name:	Phone:
Email:	Date of Birth:
Name(s) of additional individuals involved:	Location of Incident:
<p>Were you injured? YES: __ NO: __</p> <p>If yes, please describe the type of injury:</p>	
<p>Was an outside agency notified? (police, paramedics, regulatory agency) YES: __ NO: __</p> <p>If yes, please provide contact information for each individual and agency (report #, agent name and email, phone number, etc.):</p>	
<p>Description of Incident:</p>	

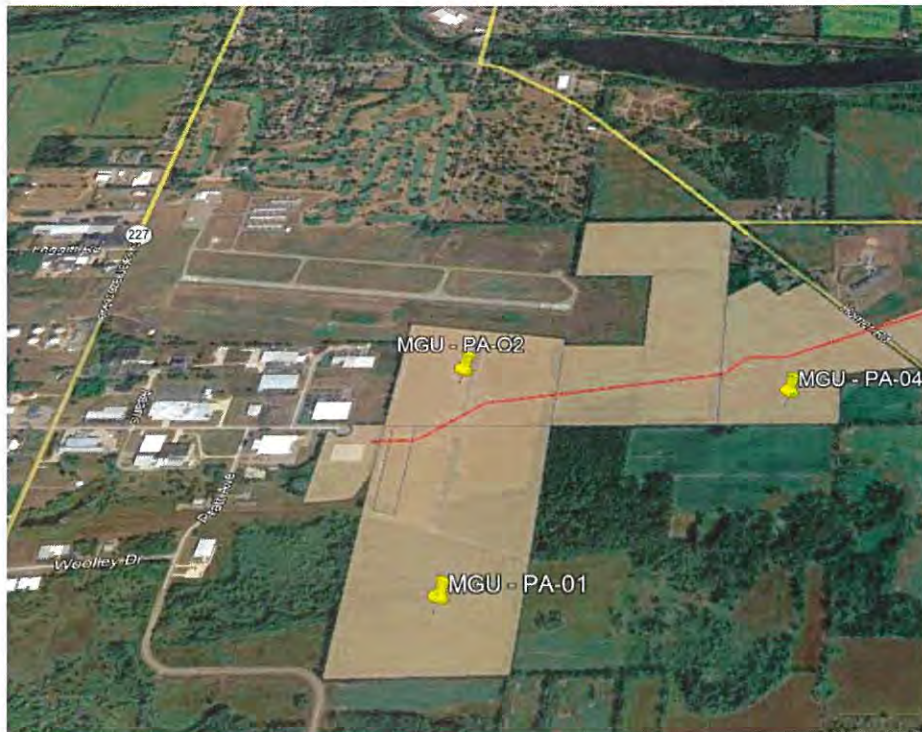


ADMINISTRATIVE REPORT
September 20, 2021 – CITY COUNCIL MEETING

REPORT TO: Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
Marguerite Davenport, Director of Public Services
SUBJECT: Michigan Gas Utility Easement

BACKGROUND: Michigan Gas Utilities (MGU) owns and operates a gas line located within the City coming easterly from the west side of M-227, between Woolley Drive and the east/west portion of Pratt Avenue, then north to the Vector station at the east end of Oliver Drive. This easement was purchased and approved by the LDFA in 2020. MGU has a previously established easement from Vector station running northwest through City property

City staff received a request for additional MGU easements on City owned parcel 15-311-015-00 (PA-04). The new easement is adjacent to existing pipe line easements for Vector and Enbridge. Included with this report are the surveys, description, easement documents for the parcel. City staff have reviewed the property descriptions for accuracy and the City Attorney has provided comments on the easement document that resulted in no substantial changes. The affected parcel is shown below. PA-01 and PA-02 easement were approved at the LDFA's August meeting.



323 W. Michigan Ave.
Marshall, MI 49068
p 269.781.5183
f 269.781.3835
cityofmarshall.com

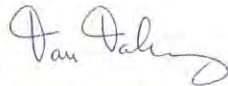
The requested easement totals 1.65 acres which results in \$9,905 payment from MGU for the area, not including any crop damage that would go to the farmer currently leasing the land.

RECOMMENDATION: It is recommended the Council approve the additional easements for parcel 15-311-015-00 in substantial form and authorize the City Clerk to sign the documents.

FISCAL EFFECTS: None.

CITY GOAL CLASSIFICATION:

Respectfully submitted,



Tom Tarkiewicz
City Manager



Marguerite Davenport
Director of Public Services

**GAS EASEMENT
PL RE# 1055899**

RETURN TO:

This **GAS EASEMENT**, (the "Easement") is made by *City of Marshall, 323 W. Michigan Ave, Marshall, MI 49068* ("Grantor") to **MICHIGAN GAS UTILITIES CORPORATION, a Delaware Corporation**, 899 South Telegraph Road, Monroe, Michigan, 48161 ("Grantee"). Grantor and Grantee may be referred to individually as a "Party" or collectively as the "Parties".

MICHIGAN GAS UTILITIES
Attn: REAL ESTATE
P.O. Box 19001
Green Bay, WI 54307

For good and valuable consideration (exempt from transfer tax by reason of MCLA 207.526(f) and 207.505(f)), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent non-exclusive easement, except as provided below, on, over, under, across, through and upon a part of Grantor's land hereinafter referred to as the "Easement Area", upon that certain property of Grantor located in Calhoun County, Michigan. (the "Grantor Parcel").

(Parcel Identification Number)
15-311-015-00

1. **Easement Area:** The Grantor Parcel and the location of the Easement Area with respect to the Grantor Parcel are both described on the attached Exhibit "A" and made a part hereof by this reference
2. **Purpose:** This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated, the permanent and non-exclusive right, permission and authority to lay, install, construct, maintain, operate, inspect, alter, replace, protect, test, patrol, extend, repair, reconstruct, relocate, enlarge, and remove or abandon a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other below and above-ground appurtenant facilities, including cathodic protection apparatus used for corrosion control, all of the foregoing hereinafter referred to as (the "Facilities"), all of which shall be and remain the property of Grantee, for the transmission and distribution of natural gas and all by-products thereof or any liquids, gases, or substances which can or may be transported or distributed through a pipeline or pipelines on, over, under, across, through and upon the Easement Area.

Grantee, subject to the terms of this easement, may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms, or corporations to perform, carry out and complete, in whole or in part, the activities and operations herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

3. **Use and Access:** Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained.

Grantor agrees that Grantee and its agents, contractors and employees shall have the free and full right to enter upon the Easement Area and adjacent portions of the Grantor' Parcel, as necessary or convenient for the full enjoyment and use of the rights herein granted, for the purposes of ingress and egress, performing survey work for civil, environmental, archaeological, cultural, and geotechnical reviews, including soil borings, wetland studies, and to perform other engineering studies and for other purposes consistent with this Easement.

4. **Structures and Improvements:** Grantor covenants and agrees that no structures or above ground improvements (as defined in the attached Exhibit "B"), obstructions or impediments, of whatever kind or nature will be constructed, placed,

granted or allowed within the Easement Area. Grantor further covenants and agrees not to plant any trees or shrubs within the Easement Area.

Grantor agrees to comply with the Addendum - General Construction Requirements and Restrictions for Michigan Gas Utilities Corporation Gas Easement Areas which is attached hereto, marked Exhibit "B" and made a part hereof by this reference.

5. **Elevation:** Grantor covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than four (4) inches without the prior written consent of Grantee.
6. **Temporary Non-exclusive Easement:** Grantee and its agents shall have the further right to use, for initial construction purposes only, a strip(s) of land as shown on the attached Acquisition Map, as a temporary construction easement area. The temporary easement is for initial construction purposes only and shall terminate when the need therefor passes.
7. **Reserved Rights:** Grantor, after the initial construction of the Facilities is completed, reserves the right to cultivate and use the ground surface within the Easement Area, except for the Regulator Easement Area, provided that such use shall not, in Grantee's opinion, interfere with or obstruct Grantee in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the Facilities.
8. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. Grantee agrees to compensate Grantor for all damages to crops, fences and roadways caused by the construction or maintenance of the Facilities. Restoration and compensation requirements do not apply to any trees, shrubs, branches, roots or man-made materials which may interfere with Grantee's use of the Easement Area.
9. **Ownership:** Grantor, its successors, assigns, heirs, executors and administrators covenant and agree to and with Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement, they are well seized of good and marketable title to Grantor's Parcel above described, and that the same are free and clear from all encumbrances that might materially adversely affect the rights of Grantee hereunder, except the mortgages of record as of the date of this Easement.
10. **Exercise of Rights.** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
11. **Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.
12. **Non-Titled Spouse:** Any non-titled spouse signs below as Grantor for the purpose of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws and all applicable marital property laws.
13. **Condition and maintenance.** Grantee shall be solely responsible for maintaining the Facilities that it shall place within the easement area, and shall not allow it to become in a state of disrepair or a nuisance.
14. **Indemnification.** Grantee agrees to indemnify and hold Grantor and Grantor's elected and appointed officials, consultants, volunteers, agents, and employees, harmless from any and all claims, debts, causes of actions, or judgments for any damage to any property or injury to any person that may arise out of any of Grantee's actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, and contractors; excepting, however, any claims or actions arising out of gross negligence or willful acts on the part of the Grantor, its officers, employees, agents, and invitees, and further excepting any claims due to and arising out of any contamination and migration of contamination issues not caused by Grantee. Grantee shall be responsible for any contamination and migration of contamination issues caused by Grantee's actions within, use of, or around the Easement, by themselves, their agents, employees, representatives, and contractors.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal to be hereunto affixed this _____ day of _____, 20____.

Grantor: City of Marshall

Sign Name _____
Print Name\Title _____

Sign Name _____
Print Name\Title _____

STATE OF MICHIGAN)
 : SS
COUNTY OF CALHOUN)

Personally came before me this _____ day of _____, 20____ the above named

known to me to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public Signature

Print Name _____

Notary Public, State of _____

My commission expires _____

[Notary Seal]

This instrument was drafted by Calvin Papple on behalf of WEC Business Services, 2830 S. Ashland Ave., Green Bay, WI 54304.

PIN: 15-311-015-00
 GRANTOR: CITY OF MARSHALL
 GRANTEE: MICHIGAN GAS
 UTILITIES CORP.

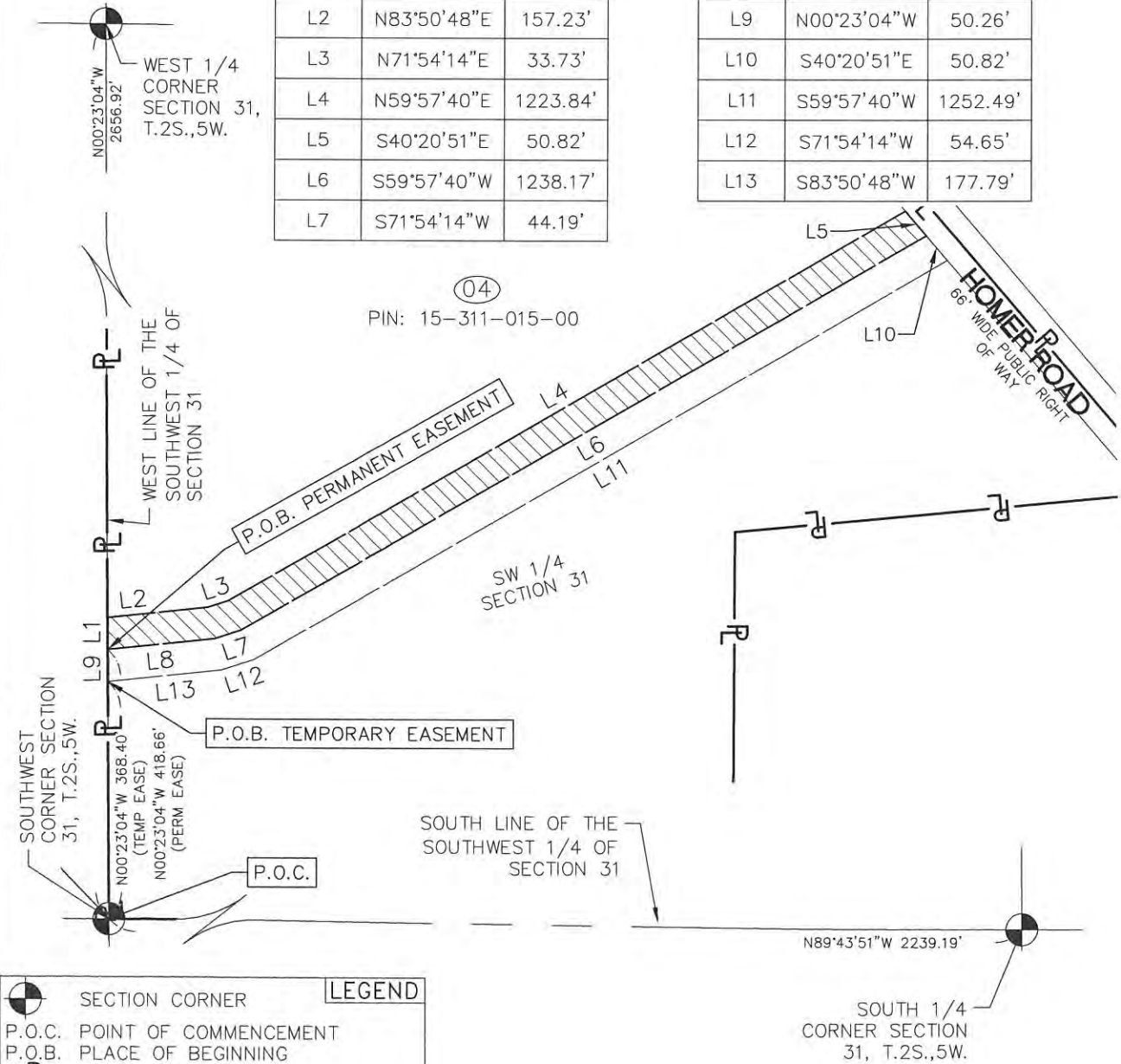
EXHIBIT "A"

PERMANENT PIPELINE EASEMENT
 71,617 SQ.FT.± / 1.644 ACRES±

TEMPORARY PIPELINE EASEMENT
 73,370 SQ.FT.± / 1.684 ACRES±

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N00°23'04"W	50.26'
L2	N83°50'48"E	157.23'
L3	N71°54'14"E	33.73'
L4	N59°57'40"E	1223.84'
L5	S40°20'51"E	50.82'
L6	S59°57'40"W	1238.17'
L7	S71°54'14"W	44.19'

LINE TABLE		
LINE #	BEARING	LENGTH
L8	S83°50'48"W	167.51'
L9	N00°23'04"W	50.26'
L10	S40°20'51"E	50.82'
L11	S59°57'40"W	1252.49'
L12	S71°54'14"W	54.65'
L13	S83°50'48"W	177.79'



LEGEND	
	SECTION CORNER
	P.O.C. POINT OF COMMENCEMENT
	P.O.B. PLACE OF BEGINNING
	PROPERTY LINE
	PERMANENT PIPELINE EASEMENT
	TEMPORARY PIPELINE EASEMENT
	TRACT ID NUMBER
	PIN: PROPERTY IDENTIFICATION NUMBER

HORIZONTAL DATUM; NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT 2011
 BEARING BASIS: MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE
 NOTE: ALL DISTANCE VALUES ARE IN INTERNATIONAL FEET. DISTANCE AND AREA
 VALUES SHOWN ARE GROUND, NOT GRID. TO COMPUTE GRID DISTANCES MULTIPLY
 GROUND DISTANCES BY A COMBINED SCALE FACTOR OF 0.99994150

K:\20001498 MGU PARTELLO LINE REPLACEMENT SURVEY\DWG\SURVEY\EASEMENT EXHIBITS\20001498EA-04.DWG

CLIENT: MICHIGAN GAS UTILITIES	JOB: 20001498	CAD: EA-04
SECTION 31, TOWN 2 SOUTH, RANGE 5 WEST MARENGO TOWNSHIP CALHOUN COUNTY, MICHIGAN	DR. TB	CH. BD/CK
	BOOK NA	PG. NA
	SHEET 01 OF 02	DATE: 4/29/2021
SCALE: 1" = 250 FEET	FILE CODE: EA-04	

ATWELL
 866.850.4200 www.atwell-group.com
 TWO TOWNE SQUARE, SUITE 700
 SOUTHFIELD, MI 48076
 248.447.2000

EXHIBIT "A"

GRANTOR PARCEL:

THE PARCEL DESCRIBED IN THE CALHOUN COUNTY REGISTER OF DEEDS OFFICE, RECORDED IN LIBER 1628, PAGE 717, BEING IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 5 WEST, MARENGO TOWNSHIP, CALHOUN COUNTY, MICHIGAN.

PERMANENT PIPELINE EASEMENT DESCRIPTION:

THAT PART OF THE GRANTOR PARCEL BEING IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 5 WEST, MARENGO TOWNSHIP, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE N00°23'04"W, 418.66 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE **POINT OF BEGINNING**; THENCE N00°23'04"W, 50.26 FEET ALONG SAID WEST LINE; THENCE N83°50'48"E, 157.23 FEET; THENCE N71°54'14"E, 33.73 FEET; THENCE N59°57'40"E, 1223.84 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF HOMER ROAD, BEING A 66 FOOT WIDE PUBLIC RIGHT OF WAY; THENCE S40°20'51"E, 50.82 FEET ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE S59°57'40"W, 1238.17 FEET; THENCE S71°54'14"W, 44.19 FEET; THENCE S83°50'48W, 167.51 FEET TO SAID WEST LINE OF SOUTHWEST QUARTER AND THE POINT OF BEGINNING.

SAID PERMANENT PIPELINE EASEMENT CONTAINS 71,617± SQUARE FEET / 1.644± ACRES MORE OR LESS.

TEMPORARY PIPELINE EASEMENT DESCRIPTION:

THAT PART OF THE GRANTOR PARCEL BEING IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 5 WEST, MARENGO TOWNSHIP, CALHOUN COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE N00°23'04"W, 368.40 FEET ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO THE **POINT OF BEGINNING**; THENCE N00°23'04"W, 50.26 FEET ALONG SAID WEST LINE TO THE SOUTH LINE OF A MICHIGAN GAS UTILITIES EASEMENT; THENCE N83°50'48"E, 167.51 FEET ALONG SAID SOUTH LINE; THENCE N71°54'14"E, 44.19 FEET ALONG SAID SOUTH LINE; THENCE N59°57'40"E, 1238.17 FEET ALONG SAID SOUTH LINE TO SAID SOUTHWESTERLY RIGHT OF WAY LINE OF HOMER ROAD, BEING A 66 FOOT WIDE PUBLIC RIGHT OF WAY; THENCE S40°20'51"E, 50.82 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE S59°57'40"W, 1252.49 FEET; THENCE S71°54'14"W, 54.65 FEET; THENCE S83°50'48"W, 177.79 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE POINT OF BEGINNING.

SAID TEMPORARY EASEMENT CONTAINS 73,370± SQUARE FEET / 1.684± ACRES MORE OR LESS.

HORIZONTAL DATUM; NORTH AMERICAN DATUM OF 1983 (NAD83), ADJUSTMENT 2011
BEARING BASIS: MICHIGAN STATE PLANE COORDINATES, SOUTH ZONE
NOTE: ALL DISTANCE VALUES ARE IN INTERNATIONAL FEET. DISTANCE AND AREA VALUES
SHOWN ARE GROUND, NOT GRID. TO COMPUTE GRID DISTANCES MULTIPLY GROUND
DISTANCES BY A COMBINED SCALE FACTOR OF 0.99994150

K:\20001498 MGU PARTELLO LINE REPLACEMENT SURVEY\DWG\SURVEY\EASEMENT EXHIBITS\20001498EA-04.DWG


CLIENT: MICHIGAN GAS UTILITIES	JOB: 20001498	CAD: EA-04	 ATWELL 866.850.4200 www.atwell-group.com TWO TOWNE SQUARE, SUITE 700 SOUTHFIELD, MI 48076 248.447.2000
SECTION 31, TOWN 2 SOUTH, RANGE 5 WEST MARENGO TOWNSHIP CALHOUN COUNTY, MICHIGAN	DR. TB	CH. BD/CK	
	BOOK NA	PG. NA	
	SHEET 02 OF 02	DATE: 4/29/2021	
SCALE: NO SCALE	FILE CODE: EA-04		

EXHIBIT "B"

ADDENDUM

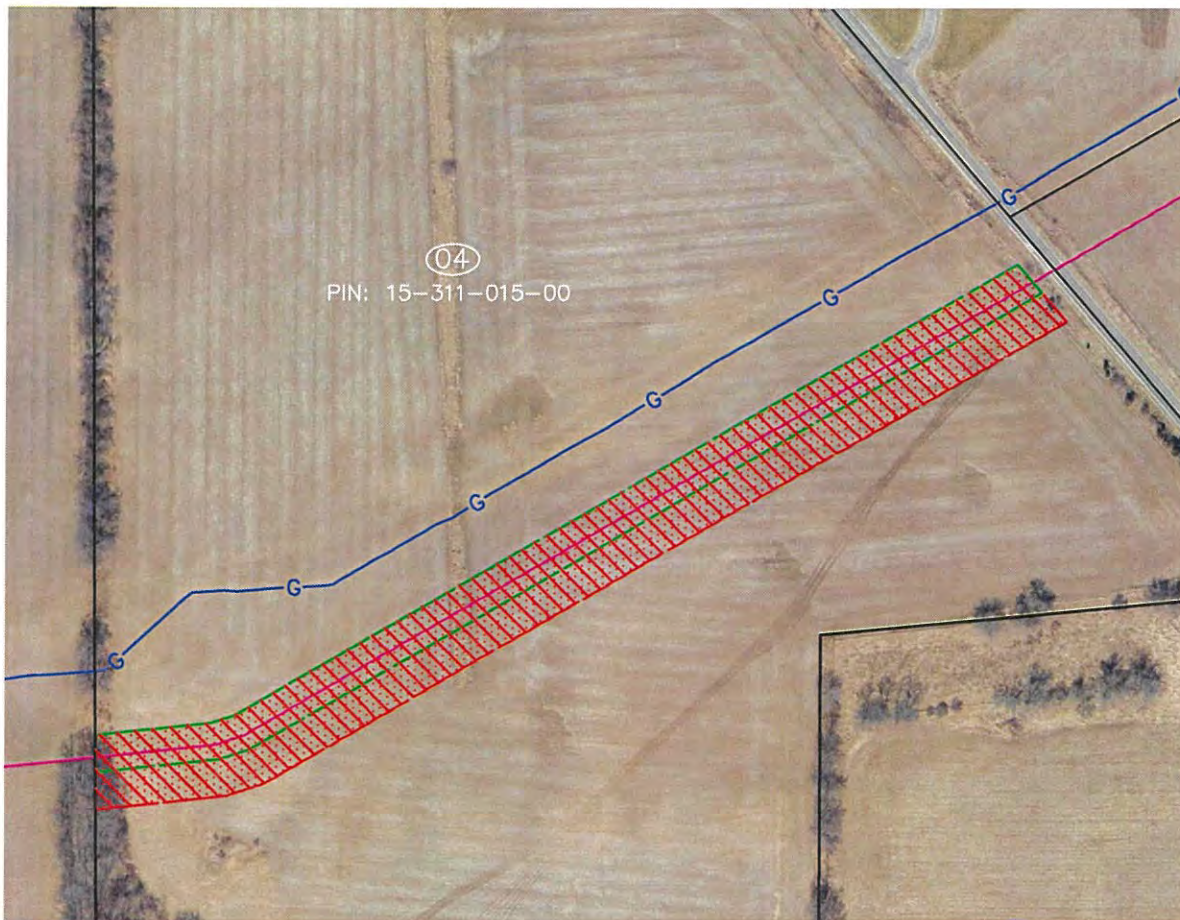
General Construction Requirements and Restrictions for Michigan Gas Utilities Corporation Gas Easement Areas

The Easement Area must be accessible to Grantee and its duly authorized agents, invitees, contractors, persons, firms or corporations.

1. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the Easement Area without Grantee's prior written approval.
2. The elevation or grade over the gas pipeline may not be altered by more than 4 inches without Grantee's prior written approval. A minimum of 36 inches of cover over the gas pipeline must be maintained at all times.
3. Retention ponds and their inlets/outlets are not permitted within the Easement Area.
4. Drainage ditches or drain tiles are not permitted within the Easement Area without Grantee's prior written approval of Grantor's plans. Plans must include consideration for proper cover and erosion protection.
5. Septic fields or mound systems are not permitted within the Easement Area. Laterals to or from the field or mound may cross the gas pipeline, provided that they maintain an 18 inch separation from the gas pipeline. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Michigan Gas Utilities Corp. representative present to view and inspect excavation activities.
6. Underground culverts, pipelines, cables, sewers or any utility may not be placed within 18 inches of the gas pipeline, and may not be placed within the Easement Area without Notice of Grantor's plan. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Michigan Gas Utilities Corp. representative present to view and inspect excavation activities.
7. Miss Dig must be contacted at least 3 days prior to any excavation or construction activities within the Easement Area. The current contact for Miss Dig is 811 or 1-800-482-7171 or www.missdig.org.
8. Structures or above ground improvements are not permitted within the Easement Area. Prohibited structures include but are not limited to: houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs. Fencing may be permitted within the Easement Area with Grantee's prior written approval of Grantor's fence plan.
9. Planting of trees and bushes is not permitted within the Easement Area. Grantor agrees that any future removal of trees and or encroaching limbs due to Grantee's maintenance, repair, reconstruction and replacement of the existing pipeline from the Easement Area will not be compensable.
10. The installation of private or public roads are permitted within the Easement Area with Notice to Grantee of Grantor's road plan. The road plan must show sound structural fill around the gas pipeline. Grantee may require soil borings to establish the subgrade load bearing characteristics of the site and prove that unstable soils are not present around the gas pipeline.
11. A paved/compacted surface, such as a driveway, may be permitted within the Easement Area with Notice to Grantee of Grantor's driveway plan. The driveway plan must provide a minimum cover of 48 inches over the gas pipeline.
12. Heavy earth moving equipment may not be routed over the gas pipeline without Grantee's prior written approval of Grantor's construction plan. The construction plan must provide sufficient load bearing protection, including, but not limited to, temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods.
13. **Michigan Gas Utilities Corp. Field Operations must be contacted at least three (3) working days prior to any excavation activity within the Easement Area to coordinate oversight or inspection, or to confirm compliance with these provisions. The current phone number for Michigan Gas Utilities Corp. Call Center is 1- 800-889-9508.**
14. Additional protective requirements may be necessary upon review of Grantor's construction plans submitted to Grantee as required by the Easement.

PARCEL OVERVIEW MAP

PIN: 15-311-015-00
TRACT ID: 04



K:\20001498 MGU PARTELLO LINE REPLACEMENT SURVEY\DWG\SURVEY\OVERVIEW MAPS\20001498OV-04.DWG

LEGEND	
	BOUNDARY LINE
	CENTERLINE OF NEW PIPELINE
	CENTERLINE OF EXISTING MGU PIPELINE
	PROPOSED PERMANENT EASEMENT
	CONSTRUCTION WORKSPACE (144,987 SQ.FT.±/3.328 ACRES±)
	CROP DAMAGE (144,987 SQ.FT.±/3.328 ACRES±)
	TRACT ID NUMBER
	PROPERTY IDENTIFICATION NUMBER

OWNER: CITY OF MARSHALL

CLIENT: MICHIGAN GAS UTILITIES	JOB: 20001498	CAD: OV-04
SECTION 31, TOWN 2 SOUTH, RANGE 5 WEST MARENGO TOWNSHIP CALHOUN COUNTY, MICHIGAN	DR. JR	CH. CK
	BOOK NA	PG. NA
	SHEET 01 OF 01	DATE: 4/26/2021
SCALE: 1" = 250 FEET	FILE CODE: OV-04	

Payment Worksheet

Company Name/Project: Michigan Gas Utilities Corporation, Partello Transmission Line Replacement
 Landowner Name(s): City of Marshall
 Tenant Name(s):
 Parcel Number(s): 15-311-015-00
 Project Number(s): Q-4107-000068-C90
 RE#: 1055899

Easement Payment		Crop* and Timber Payments	
Property Classification	Agricultural	Crop	
Land Value Per Acre:	\$10,000.00	Crop	Corn
Permanent Easement Acres	1.644	Crop Units	Bushel
Permanent Easement Payment	50% <u>\$8,220.000</u>	Unit Price	_____
Temporary Easement Acres	1.684	Yield Per Acre	_____
Temporary Easement Payment	10% <u>\$1,684.00</u>	Value Per Acre	\$0.00
Total Easement Payment	<u>\$9,904.60</u>	Total Crop Damage Acres	3.328
Total Easement Payment	<u>\$9,904.60</u>	Crop Damage (100%) (YES/NO)	\$0.00
		Diminished Harvest Year 1 (60%)	\$0.00
		Diminished Harvest Year 2 (30%)	\$0.00
		Diminished Harvest Year 3 (10%)	\$0.00
		Timber	
		Value Per Acre	_____
		Total Timber Damage Acres	_____
		Total Timber Damage	<u>Not Applicable</u>
		Total Crop and Timber Payments	<u>To Be Determined</u>
*Compensation for current and future crop loss has been calculated using local average yields and current market prices. Damage payments made prior to construction can be increased if Landowner or its tenant supplies defensible proof to the Company of higher than average yields and/or higher than market prices for the crop that has or will be damaged. If defensible proof is given, the Company will reimburse the amount mutually agreed upon by both parties. Federal insurance guarantee rates and priced contracted amounts can be considered.			
Grand Total Easement and Crop & Timber			\$9,904.60

If the above described property is currently under a Lease Agreement, both the Landowner and Tenant have agreed that:

Construction Year CROP DAMAGE payments shall be paid in full to the: Landowner Tenant N/A
 Years 1,2 &3 DIMINISHED HARVEST payments shall be paid in full to the: Landowner Tenant N/A
 TIMBER DAMAGE payments shall be paid in full to the: Landowner Tenant N/A

All Landowners/Tenants have agreed that payment shall be allocated as follows:

Name _____ %

Name _____ %

The undersigned further state that the decision to grant a voluntary Easement was made without undue influences or coercive action of any nature.

X

 Owner/Tenant Signature Date

X

 Owner/Tenant Signature Date

Parcel Number(s):15-311-015-00
Project Number(s): PA-04
RE #: 1055899

CROP DAMAGE RELEASE

Received from **MICHIGAN GAS UTILITIES CORPORATION**, a Delaware Corporation, hereinafter referred to as "Company", the sum of \$ **TBD** , and in consideration therefore I/we do hereby release and forever discharge Company, its agents, successors and assigns, from any and all claims whatsoever for crop damage to the properties of the undersigned for damage to crops located within the permanent and temporary easement areas that will occur as a result of the proposed Partello to Marshall gas pipeline construction and location of a gas lateral and related facilities upon my/our premises located in part of the SW ¼ of Section 31, Township 2 South, Range 5 West, Calhoun County, Michigan, provided that this shall not bar any claims related to damage of crops arising out of future maintenance of the Company's facilities.

If the above described property is currently under a Lease Agreement, both the Landowner and Tenant have agreed that crop damage payments shall be paid in full to the **Landowner / Tenant / N/A**

IN WITNESS WHEREOF I/we have hereunto set my/our hand(s) and seal(s) this _____ day of _____, _____.

LANDOWNER

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

TENANT

Signature: _____

Printed Name: _____

Landowner and Tenant W-9 Tax Forms have been completed? Yes / No



Michigan Gas Utilities Corporation
70 Sauk River Drive
Coldwater, MI 49036
www.michigangasutilities.com

LANDOWNER CONSTRUCTION FORM

Michigan Gas Utilities Corporation (MGUC) is proposing to install a gas pipeline across your property. Please fill out this form which will aid MGUC during the construction process.

1. Are there any drain tiles located within the proposed MGUC easement? (check one)

- Yes No Don't Know

* If yes, what type of drain tile? _____

Can you provide maps/general locations of the drain tiles?

- Yes No

If drain tiles are encountered MGUC's contractor will take reasonable steps to avoid damage during construction. If any drain tiles are damaged, the MGUC contractor will repair the drain tile to the Landowner's reasonable satisfaction at MGUC's expense.

2. Are there any other above ground or below ground structures or obstructions that must be considered such as:

- a. irrigation systems
b. visible fencing
c. invisible fencing
d. wells
e. underground private gas
f. underground private electric
g. underground private propane
h. underground private water
i. underground private sewer

Others, please list _____

If available, please provide maps. If not please provide the general location information for those structures and obstructions present.

3. Are there any plans to install drain tiles, irrigation systems, or other farm technology in the immediate future? (check one)

- Yes No

If yes, please list _____
**** If available, please provide maps. If not please provide the general location information for those listed. ****

4. Are there any future plans to alter landscape or grade by more than four (4) inches? (check one)

Yes No

If yes, please list _____

**** If available, please provide maps. If not please provide the general location information for those listed. ****

5. Are there any renters of the agricultural land within the proposed MGUC easement?
(check one)

Yes No

If yes, please provide their contact information _____

6. Are there any livestock that graze within the project right-of-way?
(check one)

Yes No

If yes, please list type of animal(s) and if there is a specific time of day they graze _____

7. Are there any unique circumstances that must be addressed such as conservation practices or organic certifications?

- | | | |
|--|------------------------------|-----------------------------|
| a. Grass Waterways | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| b. Grass Buffer | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| c. Conservation reserve program (CRP) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| i. If yes, does Plan give an option to burn? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| d. Conservation Reserve Enhancement Program (CREP) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| e. Conservation Stewardship Program (CSP) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| f. Managed Forest Land (MFL) | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| g. Organic Certifications/Practices | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Others, please list _____

**** If available, please provide maps. If not please provide the general locations and special conditions that need to be followed for those present. ****

8. MGUC will cut and stack merchantable timber with a diameter greater than 6 inches at the edge of project workspace. Remainder will be chipped within project workspace. Do you prefer merchantable timber be removed from premises?

Yes No

9. Are there any alternate access roads to the project right-of-way that could be used?

Yes No

If yes, provide location maps.

10. Is there a suitable location for rock disposal on the property? (check one)

Yes No

If yes, describe location _____

11. Are there any unique land or geography features on your property such as: sand pits, clay soils, ephemeral ponds, rock ledges, bedrock within 6" of the topsoil, etc.? (check one)

Yes No Don't Know

If yes, please list _____

Notification of Proposed Construction Activities:

- Unless a suitable location for rock disposal has been identified in #10, all rocks too large to be used as backfill will be placed at property edges or field edges.
- MGUC will need to maintain access and control of the proposed project workspace until the area has been deemed stabilized after the completion of construction activities (i.e. 70% permanent vegetation coverage has been achieved, excluding agricultural fields).

Project ID: PA-04
Project No: Q-4107-000068-C90
Parcel ID: 15-311-015-00
Owner: City of Marshall

Accepted

Date: _____

Date: _____



ADMINISTRATIVE REPORT
September 20, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Reappointments to the Downtown Development Authority/Local Development Finance Authority

BACKGROUND: The Downtown Development Authority and Local Development Finance Authority are created under State statutes. The Authorities are established to provide revenues for development of downtowns and industrial areas. Both Authorities are created for development and both are partners with the Marshall Area Economic Development Alliance.

The State statute requires the City Manager to recommend Board appointments. Mike Beck's and Jason LaForge's terms expire on September 15, 2021. They have requested to be reappointed to a term expiring September 15, 2025.

RECOMMENDATION: It is recommended that the City Council approve the reappointment of Mike Beck and Jason LaForge to the Downtown Development Authority and Local Development Finance Authority for a term expiring September 15, 2025.

FISCAL EFFECTS: None at this time.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink that reads "Tom Tarkiewicz".

Tom Tarkiewicz
City Manager

23 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com



ADMINISTRATIVE REPORT
September 20, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Reappointment to the South Neighborhood Improvement Authority Board

BACKGROUND: The Neighborhood Improvement Authority is created under State statutes. The Authority is established to promote development and economic growth of residential areas.

The State statute requires the City Manager to recommend Board appointments. It is suggested that Lucy Blair be reappointed, representing the neighborhood

RECOMMENDATION: It is recommended that the City Council approve the South NIA Board reappointment of Lucy Blair for a term expiring December 31, 2024.

FISCAL EFFECTS: None.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", written in a cursive style.

Tom Tarkiewicz
City Manager

23 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

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ADMINISTRATIVE REPORT
September 20, 2021 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council Members

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Reappointment to the Northeast Neighborhood Improvement Authority Board

BACKGROUND: The Neighborhood Improvement Authority is created under State statutes. The Authority is established to promote development and economic growth of residential areas.

The State statute requires the City Manager to recommend Board appointments. The Board can have five to nine members. Lucy Blair's and David DeGraw's appointments expire on December 31, 2021 and have requested to be reappointed.

RECOMMENDATION: It is recommended that the City Council approve the reappointments of Lucy Blair and David DeGraw to the Northeast Neighborhood Improvement Authority Board with a term expiring December 31, 2024.

FISCAL EFFECTS: None.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", is written in a cursive style.

Tom Tarkiewicz
City Manager

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Marshall, MI 49068

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