

200074

RECOMMENDED BY PLANNING COMMISSION 02.04.2020

ORDINANCE NO. _____

An ordinance to amend the Code of the City of Flint by amending Chapter 50, Zoning, by amending Article XXXII, Medical Marihuana Facilities, §50-183.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the Code of the City of Flint shall be amended by amending Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities, which shall read in their entirety as follows:

§50-183. MEDICAL MARIHUANA FACILITIES OPT IN ORDINANCE.

This ordinance of the City of Flint, Michigan is to provide for the licensing and regulation of **BOTH Medical AND ADULT-USE ("RECREATIONAL")** Marihuana Facilities within the City of Flint, Michigan; to ~~establish the maximum number of Medical Marihuana Licensed Facilities;~~ to establish operational, land use, and zoning requirements, and standards attendant thereto; to protect the health, safety and welfare of the City of Flint and its neighborhoods; and to provide penalties for violations of the chapter. These Special Regulated Uses pertain to Medical **AND ADULT-USE ("RECREATIONAL")** Marihuana Facilities that are allowed under the statutes of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 ET SEQ., as amended ("MMMA"), the Medical Marihuana Facilities Licensing act, MCL 333.2701, ET SEQ., (MMFLA), and the Marihuana Tracking Act (MTA), MCL 333.27901, ET SEQ. **AND THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT ("THE MRTMA")**, 2018 IL 1, MCL 333.27951 ET SEQ. This Ordinance is subject to interpretation and revision based on rules yet to be fully and permanently adopted by the Michigan Department of Licensing and Regulatory Affairs (LARA) **AND THE**

MICHIGAN REGULATORY AGENCY (MRA). If the standards set forth in this Ordinance are in conflict with the standards adopted by LARA / **THE MRA** than the standards from LARA / **THE MRA** shall apply.

A. Uses subject to these controls are as follows:

(1) Group "B" - Special Regulated Uses:

i. Medical Marihuana Provisioning Centers

ii. **RETAIL FACILITIES**

iii. **COMMERCIAL MARIHUANA SECURE TRANSPORT FACILITIES**

(2) Group "F" - Special Regulated Uses:

i. Commercial Medical Marihuana Growing Centers

ii. Commercial Medical Marihuana Processing Center

iii. **COMMERCIAL MARIHUANA SAFETY COMPLIANCE FACILITIES**

(3) Group "G" - Special Regulated Uses:

i. Commercial ~~Medical~~ Marihuana ~~Secure~~ Transport ~~Facility~~ **MICROBUSINESSES**

- ii. ~~Commercial~~—~~Medical~~
~~Marihuana~~—~~Safety~~
~~Compliance Facility~~

B. Definitions:

For the purposes of this chapter:

Any term defined by the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 ET SEQ., as amended ("MMMA"), or the Medical Marihuana Facilities Licensing Act, 2016 PA 281, **OR THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT ("THE MRTMA")**, 2018 IL 1, MCL 333.27951 ET SEQ shall have the definition given in the MMMA, as amended, or the Medical Marihuana Facilities Licensing Act, as amended, **OR THE MRTMA**. These Special Regulated Uses pertain to Medical Marihuana Facilities that are allowed under the statutes of the Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 ET SEQ., as amended ("MMMA"), the Medical Marihuana Facilities Licensing act, MCL 333.2701, ET SEQ., ("MMFLA"), and the Marihuana Tracking Act ("MTA"), MCL 333.27901, ET SEQ **AND ADULT-USE OR RECREATIONAL FACILITIES THAT ARE ALLOWED UNDER THE THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT ("THE MRTMA")**, 2018 IL 1, MCL 333.27951 ET SEQ. If the definition of a word or phrase set forth in this Ordinance conflicts with the definition in the MMMA, **THE MRTMA** or the Medical Marihuana Facilities Licensing Act, or if a term is not defined but is defined in the MMMA or the Medical Marihuana Facilities Licensing Act, then the definition in the MMMA or the Medical Marihuana Facilities Licensing Act, **OR THE MRTMA** shall apply.

This ordinance shall not limit an individual's or entity's rights under the MMMA, MMFLA, or MTA **OR THE MRTMA** and these acts supersede this ordinance where there is a conflict between

them and the immunities and protections established in the MMMA unless superseded or preempted by the **MMFLA OR THE MRTMA**.

The following definitions apply to all Group "E", "F", and "G" Special Regulated Uses:

1. **Dedicated Public Park** - A city or privately owned piece of property that contains deed restrictions explicitly stating the property is for the use of the general public for leisure, recreation, or general public purposes. Property does not need to contain playground or recreation equipment to be established as a Dedicated Public Park space.

2. **City** - the City of Flint, Michigan.

3. **Medical—Marihuana Growing Center** - An entity that is licensed to operate by the State of Michigan **FOR MEDICAL AND/OR ADULT-USE MARIJUANA** and has applied to be established as a Special Regulated Use by the City. This facility is used to cultivate, dry, and package ~~Medical~~ Marihuana in accordance with state law.

i. The Growing Center must be located in a structure that is, **IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS**, a minimum of 2,000 square feet for a class a licensed grower, 5,000 square feet for a class b licensed grower, and 8,000 square feet for a

class c licensed grower
**OR AN EXCESS
GROWER.** The
building(S) may be split
among multiple state
licensed growers, and
processors given that
there are walls or
partitions erected
between them and
approved by BSI
officials, pursuant to
state building code.

- ii. If a Growing Center is
collocated with a Group
E Provisioning Center
OR RETAILER, the
structure must be a
minimum of 9,000
square feet, **IN A
SINGLE BUILDING
OR CUMULATIVELY
IN A COLLECTION
OF BUILDINGS.**
- iii. A Growing Center shall
provide only wholesale
products for the use of
other Medical Marijuana
Provisioning Centers **OR
RETAILERS.**

4. **Medical Marijuana Processing
Center** - An entity that is
licensed by the State of
Michigan **FOR MEDICAL
AND/OR ADULT-USE
MARIJUANA** that acquires
marihuana from a grower and
that extracts resin from the
marihuana or creates a
marihuana-infused product for
sale and transfer in packaged
form to a Provisioning Center
OR RETAILER.

- i. The Processing Center
must be located in a

facility that is a
minimum of 3,000
square feet. The building
may be split among
multiple state licensed
processors & growers,
given that there are walls
or partitions erected
between them and
approved by BSI
officials, pursuant to
state building code.

- ii. If a Processing Center is
collocated with a Group
E Provisioning Center
OR RETAILER, the
structure must be a
minimum of 9,000
square feet, **IN A
SINGLE BUILDING
OR CUMULATIVELY
IN A COLLECTION
OF BUILDINGS.**

- iii. A Processing Center
shall provide only
wholesale products for
the use of other **Medical
Marihuana Provisioning
Centers OR
RETAILERS.**

5. **Medical Marijuana Secure
Transport Facility** - A licensee
that is a commercial entity
located in this state **AND IS
LICENSED BY THE STATE
OF MICHIGAN FOR
MEDICAL AND/OR ADULT-
USE MARIJUANA** that stores
Medical Marijuana and
transports **Medical Marijuana**
between **Medical Marijuana**
Licensed Facilities for a fee.

- 6. **Medical Marijuana Safety
Compliance Facility** - A
commercial entity **LICENSED**

BY THE STATE OF MICHIGAN FOR MEDICAL AND/OR ADULT-USE MARIJUANA that receives marijuana from a marihuana facility or registered caregiver, tests it for contaminants and for tetrahydrocannabinol (THC) and other cannabinoids, returns the test results, and may return the marijuana to the Medical Marihuana Licensed Facility.

7. Enclosed, Locked Facility - A permanent building having a roof supported by columns or any other support used for the enclosure of persons, animals, chattels or property of any kind, or carrying on business activities or other uses. Marihuana must be grown and stored in a fully enclosed area equipped with secured locks or other functioning security devices that permit access only by registered licensee or registered qualifying patient.

8. Grower- A licensee that is an entity located in this state, approved by the State FOR MEDICAL AND/OR ADULT-USE MARIJUANA, that cultivates, dries, trims, or cures and packages marihuana for sale to a Processor or Provisioning Center OR RETAILER.

9. Pre-K through 12 School - A building or facility that houses students ranging from grades pre-kindergarten (K) through the 12th grade (12). Pre-K through 12 facilities can be both public and private educational establishments and include both Charter and Parochial scholastic systems, CONTINGENT

UPON THE FACT THAT SAID SCHOOL IS EITHER CURRENTLY BEING USED AS A SCHOOL OR IS UNDER CONSTRUCTION AND WILL BE OPENED AND USED AS A SCHOOL ON A FUTURE DATE CERTAIN. This list includes early childhood education facilities.

10. License Application - The requirements and procedures set forth in this Ordinance to secure the subject license.

11. Licensee - A person holding a state operating license, pursuant to the Medical Marihuana Facilities Licensing Act, 2016 PA 281 AND/OR THE MRTMA, 2018 IL 1, MCL 333.27951 ET SEQ.

12. Marihuana / MARIJUANA - The term as defined in section 7106 of the public health code, 1978 PA 368, MCL 333.7106. "MARIHUANA" AND "MARIJUANA" ARE USED INTERCHANGEABLY.

13. Marihuana facility - Location at which a license holder is licensed to operate under this Ordinance, including a Provisioning Center, RETAILER, Processor, Grower, EXCESS GROWER, Safety Compliance Facility, and Secure Transporter, AND MICROBUSINESS.

14. Marihuana-infused product - A topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana that is

intended for human consumption in a manner other than smoke inhalation. Marihuana-infused product shall not be considered a food for purposes of the food law, 2000 PA 92, MCL 289.1101 to 289.8111

15. Marihuana plant - Any plant of the species *Cannabis sativa* L.

16. Medical use of marihuana - The acquisition, possession, cultivation, manufacture, extraction, use, internal possession, delivery, transfer, or transportation of marihuana, marihuana-infused products, or paraphernalia relating to the administration of marihuana to treat or alleviate a registered qualifying patient's debilitating medical condition or symptoms associated with the debilitating medical condition.

17. Medical Marihuana Provisioning Center - A licensee that is an entity located in the state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning Center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the MMMA act

is not a Provisioning Center for purposes of this Ordinance.

18. Michigan Medical Marihuana Act - The Michigan Medical Marihuana Act, 2008 IL 1, MCL 333.26421 to 333.26430.

19. NEIGHBORHOOD
"NEIGHBORHOOD"
MEANS A
NEIGHBORHOOD
RECOGNIZED BY THIS
ORDINANCE, A
NEIGHBORHOOD SERVED
BY AN ORGANIZED
NEIGHBORHOOD
ASSOCIATION
RECOGNIZED BY THE
CITY, OR AN AREA
WITHIN A ONE
THOUSAND (1,000) FOOT
RADIUS OF THE
APPLICANT'S/LICENSEE'S
SITE, WHICHEVER IS
GREATER.

20. Ordinance - This ordinance, Chapter 50 article xxxi, section 183.

21. Place of Worship - A place of worship is a specially designed structure or consecrated space where individuals or a group of people such as a congregation come to perform acts of devotion, veneration, or religious study that is recognized as a tax-exempt entity, as determined by the City Assessor's Office.

22. Plant - Any living organism that produces its own food through photosynthesis and has observable root formation or is in growth material.

23. Residential Property - A piece of property that is principally zoned for dwelling purposes. This type of structure includes, but is not limited to, single-family dwellings, two-family dwellings, multi-family dwellings, and manufactured housing communities.

24. Residential Zoned District - The residential zoned districts are "A-1", "A-2", "B", "B-1", "C-1", and "C-2".

25. State - The State of Michigan.

26. State Licensed Cultivator/Grower - An individual who has applied for and been authorized for a grower license in Michigan pursuant to the Medical Marihuana Facilities Licensing Act, 2016 PA 281 AND/OR THE MRTMA, 2018 IL 1, MCL 333.27951 ET SEQ. This license authorizes the secure transfer of marihuana and the sale of seeds or plants to another grower or processor. Individuals can apply for 3 different license classes, each of which authorizes the grower to grow not more than the following number of marihuana plants:

- i. Class A - 500 marihuana plants.
- ii. Class B - 1,000 marihuana plants.
- iii. Class C - 1,500 marihuana plants.

*All commercial Growing Center license classes may be "stacked", to the extent permitted by the State of Michigan,

INCLUDING FOR AN EXCESS GROWER LICENSE.

27. State operating license (or license) - A license that is issued under the Medical Marihuana Facilities Licensing Act, 2016 PA 281, OR THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT, "THE MRTMA", 2018 IL 1, MCL 333.27951 ET SEQ, that allows the licensee to operate as one (1) of the following, specified in the license.

i. A grower.

AN EXCESS GROWER.

iii. A processor.

iv. A secure transporter (facility).

v. A provisioning center.

vi. A safety compliance facility.

vii. A RETAIL FACILITY.

28. Medical Research Facility - an applicant which (1) seeks a grow and processing and/or provisioning center license, (2) is located in a building of at least 10,000 square feet, (3) in an industrially zoned district, where (4) the applicant is a verified Michigan-licensed physician or partnership/entity made up exclusively of verified Michigan-licensed physicians, (5) and one or more michigan-licensed physicians are physically on site and available

to see medical marihuana patients during at least half of operating hours and (5) annually demonstrates proof of clinical research involving medical marihuana; is defined as a "medical research facility" and thusly shall be subject to amended locational standards.

29. MICROBUSINESS - PERSON OR ENTITY LICENSED TO CULTIVATE NOT MORE THAN 150 MARIHUANA PLANTS; PROCESS AND PACKAGE MARIHUANA; AND SELL OR OTHERWISE TRANSFER MARIHUANA TO INDIVIDUALS WHO ARE 21 YEARS OF AGE OR OLDER OR TO A MARIHUANA SAFETY COMPLIANCE FACILITY, BUT NOT TO OTHER MARIHUANA ESTABLISHMENTS. LOCATED IN THE CITY THAT IS LICENSED OR APPROVED TO OPERATE BY THE STATE PURSUANT TO THE MRTMA AND IS LICENSED BY THE CITY PURSUANT TO THE TERMS AND CONDITIONS OF THIS CHAPTER.

30. DESIGNATED CONSUMPTION ESTABLISHMENT - A COMMERCIAL SPACE THAT LEGALLY PERMITS THE ON-SITE CONSUMPTION OF ADULT-USE MARIJUANA VIA A LICENSE FROM THE STATE.

31. EXCESS GROWER - A GROWING FACILITY THAT IS LICENSED FOR 5 CLASS C MARIHUANA GROWER LICENSES AND LICENSED TO CULTIVATE MARIHUANA AND SELL OR OTHERWISE TRANSFER MARIHUANA TO MARIHUANA ESTABLISHMENTS.

32. RETAILER (OR RETAIL FACILITY) - A LICENSEE THAT IS AN ENTITY LOCATED IN THIS STATE THAT PURCHASES MARIHUANA FROM A GROWER OR PROCESSOR AND SELLS, SUPPLIES, OR PROVIDES MARIHUANA TO PERSONS 21 YEARS OF AGE OR OLDER. RETAILER INCLUDES ANY COMMERCIAL PROPERTY WHERE MARIHUANA IS SOLD AT RETAIL TO TO PERSONS 21 YEARS OF AGE OR OLDER. A NONCOMMERCIAL LOCATION USED BY A PRIMARY CAREGIVER TO ASSIST A QUALIFYING PATIENT CONNECTED TO THE CAREGIVER THROUGH THE DEPARTMENT'S MARIHUANA REGISTRATION PROCESS IN ACCORDANCE WITH THE MMMA ACT IS NOT A RETAILER FOR PURPOSES OF THIS ORDINANCE.

C. License Allocation and Annual Fees

1. No person shall operate a Group "E", "F", or "G" use in the City of Flint without obtaining both a

license to do so through both the City and the State.

2. ~~The City shall issue no more than the following for each license type:~~

i. ~~Medical — Marihuana Provisioning Centers: 20 Licenses~~

ii. ~~Commercial — Medical Marihuana — Growing Center: No Limit * More than 1 State issued — Commercial Growing Center License can operate within 1 structure, to the extent permitted by the State of Michigan.~~

iii. ~~Commercial — Medical Marihuana — Processing Center: No Limit * More than 1 State issued — Commercial Processing Center License can operate within 1 structure, to the extent permitted by the State of Michigan.~~

iv. ~~Commercial — Medical Marihuana — Secure Transporter: 5 Licenses~~

~~Commercial Medical Marihuana Safety Compliance Facility: 5 Licenses —~~ **THE CITY AFFIRMATIVELY OPTS OUT OF THE DESIGNATED CONSUMPTION ESTABLISHMENT LICENSE TYPE, AND SHALL NOT GRANT ANY SUCH LICENSE.**

3. ~~The license quotas are permitted to the extent regulated by the MMLB rules and regulations and are subject to change based on any potential rulings made by the board. — A LICENSEE FOR MEDICAL AND ADULT-USE MARIJUANA MUST MAINTAIN BOTH LICENSE TYPES WITH BOTH THE STATE AND THE CITY.~~

4. ~~Merit Review Process.~~

~~In order to seek the best candidates for medical marihuana facility licensure for the City of Flint, the City shall review and score and rank the applicants based upon their objective merits if the number of license applicants exceeds the number of licenses available.~~

a. ~~Application Window.~~

~~Following the effective date of this ordinance, there shall be an open application period of forty five (45) days during which the City shall collect applications for all Marihuana Facility licenses that are subject to a cap. In the event that more applications for licenses are submitted during this window than the number of licenses available, those applications would then be reviewed by staff.~~

b. ~~Blind Review.~~

~~Each application shall assigned an Application Number by the Zoning Coordinator, which shall be the sole means of identifying that application through the entirety of the review and scoring process. The Zoning~~

~~Coordinator shall not participate in the scoring process, and all individuals reviewing and scoring the applications shall only know the specifications of the applications and the application number not the identities of the applicants themselves.~~

~~e. Scoring Panel.~~

~~City staff shall review and score the applications. Assigned staff consisting of the designees of the heads of the city clerk's office, Legal, Planning and Zoning, Police, Fire, and Building and Safety Inspection Departments shall score the medical marijuana facility licenses, based upon a predetermined rubric of criteria.~~

~~d. Factors for Scoring.~~

~~The assigned City staff shall create a scoring rubric, outlining the factors and weight of criteria considered for the scoring of such applications, and shall provide the final rubric for modification and final approval by a majority of the City Council. The scoring criteria shall include factors such as the proposed number of employees who would be working at the site, whether and to what extent the application commits to local hiring for staff and/or subcontractors, the size of the proposed facility, the total capital investment, whether the applicant has a history of prior building/code violations and whether the applicant has already received pre-approval by~~

~~the State of Michigan for licensure.~~

~~e. Determination of Order.~~

~~THE CITY DOES NOT PLACE A NUMERICAL LIMIT ON MARIJUANA LICENSES. HOWEVER, IN RECOGNITION OF THE EFFORTS AND COMMITMENTS MADE BY THE MEDICAL MARIJUANA FACILITY APPLICANTS THROUGHOUT THE RUBRIC SCORING PROCESS, THE CITY SHALL EXHAUST THE LIST OF PROVISIONING CENTER APPLICATIONS, IN THE ORDER SET FORTH IN RESULT OF SAID SCORING, BY HEARINGS OF ALL SUCH APPLICATIONS BY THE CITY'S PLANNING COMMISSION, PRIOR TO NEW RETAIL FACILITY OR PROVISIONING CENTER APPLICATIONS BEING HEARD BY THE COMMISSION.~~

~~Once the applications are scored, individual applicants shall be notified of the order of their placement, and those within the cap may proceed through the license application process accordingly. Failure to complete the license application process within six (6) months shall result in the denial of the application, and the next best applicant shall be afforded the opportunity to apply. The resulting list of scores shall be~~

~~used as the order for any waiting list, in the event that (a) currently existing, grandfathered facilities do not pass the State of Michigan's licensure process, (b) other facilities close on their own accord, are closed by court or administrative order and/or have their licenses revoked, or (c) the City chooses to raise the license limit for that kind of facility at a future date.~~

5. The non-refundable application fee for a Medical Marihuana Facility license is \$1500 per license, and the annual fee for a Medical Marihuana Facility license shall be \$5000. The term of each license shall be one (1) year, beginning when the Licensee is granted a Certificate of Occupancy permit from the Building & Safety, Inspections Division.

- i. The \$5000 annual license fee begins and commences at the time of receipt of the Applicant's Certificate of Occupancy by the City.

D. Operation Without License Prohibited

Every Medical Marihuana establishment in the City of Flint shall be licensed pursuant to the terms and provisions set forth in this chapter. No person shall operate a Medical Marihuana establishment in the City without first obtaining a license. A Medical Marihuana establishment operation without a license under the provisions of this chapter or without a state license or approval pursuant to

the MMFLA, as amended from time to time, is hereby declared to be a public nuisance.

E. License Application Submission

- (1) Application for any Group "E", "F", or "G" Medical Marihuana license required by this Ordinance shall be made in writing to the Zoning Coordinator, and must be approved by the Planning Commission, and approved by the State of Michigan, prior to commencing operation. Upon the expiration of an existing license, a license will be automatically renewed by the City of Flint for one (1) year if the following conditions are met: (1) there are no uncured administrative violations in the prior year; (2) the applicant has paid the annual licensing fee for the renewal period; (3) any Stakeholder changes have been fully disclosed to the City of Flint; and (4) the applicant has paid and received the renewal of its State license.

- (2) An application for a Medical Marihuana Facility license required by this Ordinance shall contain the following:

- i. The appropriate non-refundable application fee is \$1500 per license, and the annual license fee for a Medical Marihuana Facility license shall be \$5000, less the initial payment of the application fee for the first year only.

- ii. If the applicant is an individual, the applicant's name, date of birth, physical address, copy of government issued photo identification, email address, and one or more phone numbers, including emergency contact information;
- iii. If the applicant is not an individual, the names, dates of birth, physical addresses, copy of government issued photo identification, email addresses, and one or more phone numbers of each stakeholder of the applicant, including designation of the highest ranking stakeholder as a contact person and contact information for the emergency contact person, articles of incorporation, assumed name registration certificate, Internal Revenue Service SS-4, confirmation letter, and a copy of the operating agreement of the applicant, if a limited liability company, a copy of the partnership agreement, if a partnership, or a copy of the by-laws or shareholder agreement, if a corporation;
- iv. The name and address of the proposed Medical

Marihuana Facility and any additional contact information deemed necessary and requested by the City;

- v. For the applicant, for each Stakeholder of the applicant, an affirmation under oath as to whether they are at least 18 years of age and have never been indicted for, charged with, arrest for, convicted or pled guilty to any crime, forfeited bail concerning, or had expunged any criminal offense under the laws of any jurisdiction, either felony or controlled-substance-related misdemeanor not including traffic violations, regardless of whether the offense has been expunged, pardoned, reversed on appeal or otherwise, including the date, name and location of the court, arresting agency, and prosecuting agency, the case caption, the docket number, the offense, the disposition, and the location and length of incarceration;
- vi. An affirmation under oath that the applicant, before hiring a prospective agent or employee of the applicant, and after, the holder of a license shall conduct a background

check of the prospective employee. If the background check indicates a pending charge or conviction within the past ten (10) years for a controlled substance-related felony, the applicant shall not hire the prospective employee or agent without written permission from the City Council;

- vii. A signed release authorizing the City of Flint Police Department to perform a criminal background check to ascertain whether the applicant, each Stakeholder of the applicant, each managerial employee and employee of the applicant meet the criteria set forth in this Ordinance;

- viii. The name, date of birth, physical address, copy of photo identification, and email address for any managerial employee or employee of the Medical Marihuana Facility, if other than the applicant;

- ix. An affirmation under oath as to whether the applicant or Stakeholder has ever applied for or has been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been

denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation or non-renewal, including the licensing authority, the date each action was taken, and the reason for each action.

One of the following: (a) proof of ownership of the entire premises wherein the Medical Marihuana Facility is to be operated; or (b) written consent from the property owner for use of the premises in a manner requiring licensure under this Ordinance along with a copy of the lease for the premises OR (C) A PURCHASE AGREEMENT EXECUTED BY BOTH THE APPLICANT AS PURCHASER AND THE SELLER OF THE PARCEL IN QUESTION;

- xi. Proof of an adequate premise liability and casualty insurance policy in the amount not exceeding the requirements addressed in the Medical Marihuana Facilities Licensing Act OR THE

MRTMA or applicable State laws, covering the Medical Marihuana Facility and naming the City as an additional insured party, available for the payment of any damages arising out of an act or omission of the applicant or its stakeholders, agents, employees, or subcontractors;

- xii. A security plan for the Medical Marihuana Facility that contains a comprehensive diagram, including, but not limited to, any lighting, alarms, barriers, recording/monitoring devices, and/or security guard arrangements proposed for the facility and premises. The security plan must contain the specification details of each piece of security equipment. Each Medical Marihuana Facility must have a security guard present during business hours or alternative security procedures shall be proposed in the business plan;

1. Security cameras are required for any Group "E", "F" or "G" Special Regulated Use operation. For Group "E", "F", and "G" Special

Regulated Uses, the security plans most include details on the location and number of security cameras located on the premises, both on the interior and exterior. At a minimum, security cameras must be installed to capture all entry and exit doors, public counters, and parking lots;

2. The make and model of the security cameras must meet the Flint Project C.A.T.T. EYE specifications and the video feed made available to be monitored twenty-four hours/day by the Flint Police Department. Signs and decals are strongly encouraged to be posted within the Medical Marihuana establishment indicating the facility is part of Flint Project C.A.T.T. EYE.

- xiii. A floor plan of the Medical Marihuana

Facility, as well as a scale diagram illustrating the property upon which the Medical Marihuana Facility is to be operated, including all available parking spaces, and specifying which parking spaces, if any, are handicapped-accessible;

- xiv. An affidavit that neither the applicant nor any Stakeholder of the applicant is in default to the City. Specifically, that the applicant or Stakeholder of the applicant has not failed to pay any property taxes, special assessments, fines, fee or other financial obligations to the City;
- xv. An affidavit that the transfer of Marihuana to and from Medical Marihuana Facilities shall be in compliance with the MMA and the Medical Marihuana Facilities Licensing Act AND THE MRTMA or any applicable state laws;
- xvi. A staffing plan complete with an organizational chart listing all individuals that includes position descriptions and the names of each person holding each position;
- xvii. Any proposed text or graphical materials to be shown on the exterior of

the proposed Medical Marihuana Facility;

- xviii. A business plan that includes a proposed marketing plan, scheduled tangible capital investment in the City including an explanation of the economic benefits to the City and job creation statistics. The plan should include both the short and long term goals and objectives of the business operation;
- xix. A location area map of the Medical Marihuana Facility and surrounding area that identifies the relative locations and the distances (closest property line to the subject Medical Marihuana Facility's building) to the subject Medical Marihuana Facility to the closest real property comprising a Pre-K-12 school; a place of worship; and any dedicated public park(s);
- xx. A facility sanitation plan to protect against any Marihuana being ingested by any person or animal, indicating how the waste will be stored and disposed of, and how any Marihuana will be rendered unusable upon disposal. Disposal by on-site burning or introduction

in the sewerage system is prohibited;

xxi. A hazardous material plan, indicating what, if any, hazardous substances will be on the premises, in what quantities, the intended usage of such hazardous materials, and the plans for the disposal of such hazardous materials and/or their byproducts. All waste that has hazardous must be disposed of pursuant to Part 111 of 1994 PA 451, Hazardous Waste Management.

xxii. A proposed patient AND/OR CUSTOMER recordkeeping plan that will track quantities sold to individual patients and caregivers, AND/OR CUSTOMERS 21 YEARS OF AGE AND OLDER, and will monitor inventory;

xxiii. A description of procedures for testing of contaminants, including mold and pesticides;

xxiv. An affirmation under oath that the applicant acknowledges the current status of federal marijuana law and agrees that, as a condition of receiving a license from the City of Flint, any plant(s) possessed by the applicant in excess of the licensed quantity of

plants permitted may be immediately confiscated for destruction without a hearing; and that the applicant agrees to waive any right of recourse against the City for any damages or restitution for the value of such excess plant(s).

xxv. As it relates to a Growing or a Processing Facility OR AN EXCESS GROWER, the following additional items shall be required:

1. A grower plan that includes at a minimum a description of the Grower methods to be used, including plans for the growing mediums, treatments and/or additives;
2. A processing plan that includes at a minimum a description of the methods to be used;
3. A production testing plan that includes at a minimum a description of how and when samples for laboratory testing by a state approved Safety Compliance Facility will be

selected, what type of testing will be requested, and how the test results will be used;

where and how pesticides and chemicals will be stored in the facility, along with a plan for the disposal of unused pesticides;

4. An affidavit that all operations will be conducted in conformance with the MMMA, the Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or other applicable State laws and such operations shall not be cultivated on the premises at any one time more than the permitted number of Marihuana Plants per the Michigan Medical Marihuana Act, as amended, **THE MRTMA**, and the Medical Marihuana Facilities Licensing Act;

5. All growers, **EXCESS GROWERS** and Processors must be performed within an Enclosed Locked Facility which may include indoors or in an enclosed greenhouse.

- (3) Upon receipt of a completed Medical Marihuana Facility application meeting the requirements of this Ordinance and ~~confirmation that the number of existing licenses does not exceed the maximum number established by resolution pursuant to 2(C);~~ above, the Zoning Coordinator shall refer a copy of the application to each of the following for their review and approval: the City Attorney or their designee, the Police Department or their designee, the Fire Department or their designee, the Building & Safety Inspections Division and the Director of Planning & Development or their designee. Once applications are verified by each department to be sufficiently complete and comprehensive, and no sooner,

5. A Chemical and pesticide storage plan that states the names of the chemicals and pesticides to be used in a Growing or Processing Facility, and

the Zoning Coordinator shall forward the applications to the Planning Commission. The plans that are submitted for both preliminary review and final review, must be completed by a State of Michigan licensed Architect or Engineer. The plans must include all of the required elements mentioned in this section. Preliminary plans must be stamped and signed by the licensed architect or engineer who authored the plans. Final plans must be stamped, signed and sealed by the licensed architect or engineer who authored the plans.

(4) No application shall be approved unless:

- i. The Fire Department or designee and the Building & Safety Inspections Division have inspected the plans of the proposed location for compliance with all laws for which they are charged with enforcement;
- ii. The applicant, each Stakeholder of the applicant, and the managerial employees and employees of the applicant, have passed a criminal background check conducted by the State of Michigan;
- iii. The Zoning Coordinator has confirmed that the proposed location complies with the Zoning Code;

iv. The City Treasurer or their designee has confirmed that the applicant and each Stakeholder of the applicant are not in default to the City;

v. The City Attorney or their designee has completed a detailed review of the Medical Marihuana Facility application for compliance with the applicable state laws and City Ordinances.

If written approval is given by each individual or department identified in subsection 1-5, the Zoning Coordinator shall submit the application to the Planning Commission for recommendation to the city council for the issuing of a license to the applicant. All licenses issued are contingent upon the State of Michigan issuing a license for the operation under State law.

(6) Licensees shall report any other change in the information required by subsection 4 above, to the City within ten (10) days of the change. Application Fees shall be set by Council Resolution for any Stakeholder added after the original Application is filed.

F. License Evaluation; **LIMITED ADMINISTRATIVE APPROVAL**

(1) The Planning Commission shall assess all applications pursuant to its authority under the city

zoning code and the terms outlined herein.

- (2) Past criminal convictions of the applicant or stakeholder will be evaluated. Convictions involving any of the following listed below, but not limited to, may result in denial of the application.

- i. Gambling;
- ii. Prostitution;
- iii. Weapons;
- iv. Violence;
- v. Tax evasion;
- vi. Fraudulent activity; and
- vii. Serious moral turpitude.

- (3) The Planning Commission shall consider the community impact of the proposed regulated use, including but not limited to the number of jobs created, the number of jobs that will be created specifically for City of Flint residents, and the overall impact on the character and growth of the surrounding neighborhood.

Further grounds for denial of the application may include a felony or misdemeanor of such nature that it may impair the ability of the applicant or stakeholder to operate a licensed business in a safe and competent manner.

- (5) The Planning Commission, in evaluating a license application, may consider whether the applicant or stakeholder has filed, or had filed against it, a

proceeding for bankruptcy within the past seven (7) years as grounds for denial.

- (6) The Planning Commission, in evaluating a license application, may consider whether the applicant or stakeholder has a history of noncompliance with any regulatory requirements in this state or any other jurisdiction as grounds for denial.

- (7) The Planning Commission may further impose any conditions or limitations upon the establishment, location, construction, maintenance or operations of regulated use as may in its judgment be necessary for the protection of the public interest. Any evidence and guarantee may be required as proof that the conditions stipulated in connection therewith will be fulfilled.

- (8) IF AN APPLICANT WHO ALREADY HOLDS AN SRU UNDER THIS SECTION SEEKS A RELATED RECREATIONAL MARIJUANA LICENSE PURSUANT TO THE MRTMA ON THE SAME SITE OF THAT EXISTING SRU, WITH NO MODIFICATION TO PREVIOUSLY APPROVED SITE PLANS OR FLOOR PLANS, AND THAT APPLICANT MAINTAINS A VALID AND RELATED MMFLA LICENSE WITH THE STATE OF MICHIGAN AND THE CITY OF FLINT, THAT APPLICATION MAY BE ADMINISTRATIVELY**

APPROVED IN
CONSULTATION WITH
THE PLANNING
COMMISSION CHAIR OR
THE CHAIR'S DESIGNEE,
AND ADDED TO THE
EXISTING SPECIAL
REGULATED USE PERMIT,
BY THE CITY'S ZONING
COORDINATOR UPON
PAYMENT OF A
NONREFUNDABLE
SPECIAL REGULATED USE
PERMIT APPLICATION
FEE.

**G. Minimum Operating Standards of
Medical Marihuana Provisioning
Centers AND RETAILERS**

The following minimum standards for
Provisioning Centers AND RETAILERS shall
apply

- (1) Operating hours limited
between 8:00 a.m. and 10:00 p.m.
Monday through Saturday and
12:00 noon and 6:00 p.m.
Sunday;
- (2) If in a multi-use or multi-tenant
building, the Group "E" Special
Regulated Use shall not use
common entrances or entrances
off a common hall and must be
directly accessed from the
outside by its own separate
entrance;
 - i. If co-located with a
Group "F" Special
Regulated Use, the
structure must be a
minimum of 9,000
square feet, IN A
SINGLE BUILDING
OR CUMULATIVELY
IN A COLLECTION
OF BUILDINGS, and

must be separated by
walls, and accessible via
separate entrances
pursuant to state building
code.

- (3) Consumption of Marihuana shall
be prohibited on the premises of
a Provisioning Center OR
RETAILER, and a sign shall be
posted on the premises of each
Provisioning Center OR
RETAILER indicating that
consumption is prohibited on the
premises;
- (4) Pursuant to Section E., 2., xii., 1.
& 2., Provisioning Centers AND
RETAILERS shall
continuously monitor the entire
premises on which they are
operated with surveillance
systems that include security
cameras;
- (5) Unless permitted by the
MMMA, and THE Medical
Marihuana Facilities Licensing
Act, THE MRTMA or
applicable state law, public or
common areas of the
Provisioning Center OR
RETAILER must be separated
from restricted or non-public
areas of the provisioning center
OR RETAILER by a
permanent barrier. Unless
permitted by the MMMA, and
THE Medical Marihuana
Facilities Licensing Act, THE
MRTMA or applicable state
law, no Marihuana is permitted
to be stored, displayed, or
transferred in an area accessible
to the general public;
- (6) All Marihuana storage areas
within THE Provisioning Center
OR RETAILER must be

separated from any customer/patient areas by a permanent barrier. Unless permitted by the MMMA, and **THE Medical Marihuana Facilities Licensing Act, THE MRTMA** or applicable state law, no Marihuana is permitted to be stored in an area accessible by the general public or registered customers/patients. Marihuana may be displayed in a sales area only if permitted by the MMMA, **THE MRTMA** or the Medical Marihuana Facilities Licensing Act;

(7) Any usable Marihuana remaining on the premises of a Provisioning Center **OR RETAILER** while the Provisioning **OR RETAILER** Center is not in operation shall be secured in a safe permanently affixed to the premises;

(8) Drive-through windows on the premises of a Provisioning Center **OR RETAILER** shall not be permitted;

(9) Provisioning Center **OR RETAILER** shall not allow the sale, consumption, or use of alcohol or tobacco products on the premises;

(10) No Provisioning Center **OR RETAILER** shall be operated in a manner creating noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Provisioning Center **OR RETAILER** is operated;

(11) The license required by this Ordinance shall be

prominently displayed on the premises of a Provisioning Center **OR RETAILER**;

(12) The premises shall be open, at all times, to any Michigan ~~Medical Marihuana Licensing Board~~ **REGULATORY AGENCY** investigators, agents, auditors, the state police, local police, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the holder of the license, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or non-compliance with the MMMA and **THE Medical Marihuana Facilities Licensing Act, THE MRTMA** or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:

i. To inspect and examine all premises of ~~Medical Marihuana Facility~~;

ii. To inspect, examine, and audit relevant records of the licensee and, if the holder of the license or any of the managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically

stored records, money receptacles, or equipment in which the records are stored;

iii. To inspect the person, and inspect or examine personal effects present in a ~~Medical~~ Marihuana Facility, of any holder of state operating license while that person is present in a ~~Medical~~ Marihuana Facility;

iv. To investigate alleged violations of the MMMA, and ~~THE~~ Medical Marihuana Facilities Licensing Act, ~~THE MRTMA~~ or applicable state laws.

H. Minimum Operating Standards of Commercial ~~Medical~~ Marihuana Growing Centers, **INCLUDING EXCESS GROWERS**

The following minimum standards for Growing Centers shall apply

(1) The Growing Facility shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, the ~~Medical~~ Marihuana Facilities Licensing Act, ~~THE~~ MRTMA, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time;

(2) At no time and for any reason, shall the enclosed structure be open to the general public;

(3) No Growing Facility shall be operated in a manner creating

noise, dust, vibration, glare, fumes, or odors detectable to normal senses beyond the boundaries of the property on which the Grower Facility is operated;

(4) Any Growing Facility shall maintain a log book and/or database indicating the number of Marihuana Plants therein. Each Marihuana Plant will be tagged as required by the MMMA, ~~THE~~ MRTMA, and Medical Marihuana Facilities Licensing Act;

(5) Pursuant to Section E., 2., xii., 1. & 2., Growing Centers shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras.

(6) All Marihuana shall be contained within an Enclosed Locked Facility;

(7) All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support the Grower, growing or harvesting of Marihuana are located;

(8) That portion of the structure storing any chemicals such as herbicides, pesticides, and fertilizers shall be subject to inspection and approval by the City of Flint Fire Department to insure compliance with all applicable statutes, codes and ordinances;

(9) The dispensing of ~~Medical~~ Marihuana at the Growing Facility shall be prohibited;

i. If co-located with a Group "E" Special Regulated Use, Provisioning Center **OR RETAILER**, the structure must be a minimum of 9,000 square feet, **IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS**, and must be separated by walls, and accessible via separate entrances pursuant to state building code.

ii. On such a co-located site, the dispensing of ~~Medical~~ Marihuana must only be in the area designated specifically as the Provisioning Center **OR RETAILER**.

(10) All persons working in direct contact with Marihuana shall conform to hygienic practices while on duty, including but not limited to:

i. Maintaining adequate personal cleanliness;

ii. Washing hands thoroughly in adequate hand-washing areas before starting work and at any other time when the hands may have become soiled or contaminated;

iii. Refraining from having direct contact with Marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.

(11) Litter and waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner so that they do not constitute a source of contamination in the areas where Marijuana is exposed.

(12) Floors, walls and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;

(13) There shall be adequate screening or other protection against the entry or pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste development of odor and minimize the potential for waste becoming and attractant, harborage or breeding places for pests;

(14) Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;

(15) Each Grower Facility shall provide its occupants with adequate and readily accessible toilet facilities that are

maintained in a sanitary condition and good repair;

(16) Marihuana that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;

(17) Grower Facility shall be free from infestation by insects, rodents, birds, or vermin or any kind;

(18) The Center must be located in a structure that is a minimum of 2,000 square feet, for a class a licensed grower, 5,000 square feet for a class b licensed grower, and 8,000 square feet for a class c licensed grower **OR EXCESS GROWER, IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS.** The building(S) may be split among multiple state licensed growers, and processing centers, given that there are walls or partitions erected between them and approved by Building and Safety Inspection officials, pursuant to state building code.

(19) A Growing Center shall provide only wholesale products for the use at other Medical Marihuana Provisioning Centers **OR RETAILERS.**

(20) The premises shall be open, at all times, to any Michigan ~~Medical—Marihuana Licensing Board~~ **REGULATORY AGENCY** investigators, agents, auditors,

the state police, local police, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the holder of the license, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA and Medical Marihuana Facilities Licensing Act, **THE MMMA**, or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:

To inspect and examine all premises of Medical Marihuana Facility;

ii. To inspect, examine, and audit relevant records of the licensee and, if the holder of the license or any of the managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored;

iii. To inspect the person, and inspect or examine personal effects present in a Medical Marihuana Facility, of any holder of

state operating license while that person is present in a ~~Medical~~ Marihuana Facility;

- iv. To investigate alleged violations of the MMMA, ~~THE~~ **MRTMA**, and Medical Marihuana Facilities Licensing Act or applicable state laws.

I. Minimum Operating Standards of Commercial ~~Medical~~ Marihuana Processing Center

The following minimum standards for Processing Centers shall apply:

- (1) The Processor shall comply at all times and in all circumstances with the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, ~~THE~~ **MRTMA**, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time;
- (2) Consumption and/or use of Marihuana shall be prohibited at the Processor Facility;
- (3) All activity related to the Processor Facility shall be done indoors;
- (4) The premises shall be open, at all times, to any Michigan ~~Medical—Marihuana Licensing Board~~ **REGULATORY AGENCY** investigators, agents, auditors, the state police, local police, local fire inspectors or local building and safety inspection officials, without a

warrant and without notice to the licensee, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA, ~~THE~~ **MRTMA**, and Medical Marihuana Facilities Licensing Act or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:

- i. To inspect and examine all premises of ~~Medical~~ Marihuana Facilities;

To inspect, examine, and audit relevant records of the licensee and, if the licensee or any managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored;

- iii. To inspect the person, and inspect or examine personal effects present in a ~~Medical~~ Marihuana Facility, of any holder of state operating license while that person is present in a ~~Medical~~ Marihuana Facility;

- iv. To investigate alleged violations of the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws.
- (5) Any Processor Facility shall maintain a log book and/or database which complies with the MMMA, as amended, **THE MRTMA** and Medical Marihuana Facilities Licensing Act or applicable state laws;
- (6) All Marihuana shall be tagged as required by the MMMA, the Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws;
- (7) All Marihuana shall be contained within Enclosed Locked Facility in accordance with the MMMA, as amended;
- (8) All necessary building, electrical plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring for devices that support the processing of Marihuana are located;
- (9) That portion of the structure where the storage of any chemicals are located shall be subject to inspection and approval by the City of Flint Fire Department to insure compliance with all applicable statutes, codes and ordinances;
- (10) The dispensing of ~~Medical~~ Marihuana at the Processor facility shall be prohibited;
- i. If co-located with a Group "E" Special Regulated Use, Provisioning Center **OR RETAILER**, the structure must be a minimum of 9,000 square feet, **IN A SINGLE BUILDING OR CUMULATIVELY IN A COLLECTION OF BUILDINGS**, and must be separated by walls, and accessible via separate entrances pursuant to state building codes.
- On such a co-located site, the dispensing of ~~Medical~~ Marihuana must only be in the area designated specifically as the Provisioning Center **OR RETAILER**.
- (11) All persons working in direct contact with Marihuana shall conform to hygienic practices while on duty, including but not limited to:
- Maintaining adequate personal cleanliness;
 - Washing hands thoroughly in adequate hand-washing areas before starting work and at any other time when the hands may have become soiled or contaminated;
 - Refraining from having direct contact with Marihuana if the person has or may have an illness, open lesion,

including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.

- (12) Litter and waste shall be properly removed and the operating systems for waste disposal are maintained in an adequate manner so that they do not constitute a source of contamination in areas where Marihuana is exposed;

- (13) Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;

- (14) There shall be adequate screening or other protection against the entry of pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for waste development of odor and minimize the potential for waste becoming an attractant, harborage or breeding places for pests;

- (15) Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;

- (16) Each Processor Facility shall provide its occupants with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and good repair;

- (17) Marihuana that can support the rapid growth of

undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;

- (18) Processor Facility shall be free from infestation by insects, rodents, birds, or vermin or any kind;

- (19) Processor Facility shall produce no products other than usable Marihuana intended for human consumption;

- (20) The Center must be located in a structure that is a minimum of 3,000 square feet. The building may be split among multiple state licensed growers and processors, given that there are walls or partitions erected between them and approved by BSI officials, pursuant to state building code.

- (21) A Growing Center shall provide only wholesale products for the use at other Medical Marihuana Provisioning Centers
OR RETAILERS.

J. Minimum Operating Standards of Commercial Medical Marihuana Secure Transport Facility

The following minimum standards for Secure Transporter shall apply

- (1) The Secure Transporter shall comply at all times with the Michigan Medical Marihuana Act, the Medical Marihuana Facilities Licensing Act, **THE MRTMA**, the Marihuana Tracking Act and the general rules of the Department of Licensing and Regulatory

Affairs, as they may be amended from time to time.

(2) Consumption and or use of marihuana shall be prohibited at a facility of a Secure Transporter.

(3) Storage of Medical Marihuana by a Secure Transporter shall comply with the following:

- i. Pursuant to Section E., 2., xii., 1. & 2., Secure Transport Facilities shall continuously monitor the entire premises on which they are operated with surveillance systems that include security cameras.
- ii. The storage facility shall not be used for any other commercial purpose.
- iii. The storage facility shall not be open or accessible to the general public.
- iv. The storage facility shall be maintained and operated so as to comply with all state and local rules, regulations and ordinance.

The storage facility shall be open at all times to any Michigan Medical Marihuana—Licensing Board REGULATORY AGENCY investigator, local or state police officers, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the

holder of the license, enter the premises, offices, facilities or other places of business of a licensee, if evidence of compliance or non-compliance with the MMMA and Medical Marihuana Facilities Licensing Act, THE MRTMA, or applicable state laws is likely to be found and consistent with constitutional limitations for the following purposes:

1. To inspect and examine all premises of Medical Marihuana Facility;
2. To inspect, examine and audit relevant records of the licensee and, if the holder of the license or any of the managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and

videotapes,
including
electronically
stored records,
money
receptacles, or
equipment in
which the records
are stored;

3. To inspect the
person(s), and
inspect or
examine personal
effects present, in
a Medical
Marihuana
Facility, of any
holder or state
operating license
while that person
is present in a
Medical
Marihuana
Facility;

4. To investigate
alleged violations
of the MMMA
and Medical
Marihuana
Facilities
Licensing Act,
THE MRTMA,
or applicable
state laws.

vi. All marihuana stored
within the facility shall
be stored within
Enclosed Locked
Facilities in accordance
with the MMMA as
amended.

vii. All persons working in
direct contact with
marihuana being stored
by a secure transporter

shall conform to
hygienic practices while
on duty, including but
not limited to:

1. Maintaining
adequate personal
cleanliness;

2. Washing hands
thoroughly
inadequate hand
washing areas
before starting
work and at any
other time when
the hands may
have become
soiled or
contaminated;

3. Refrain from
having direct
contact with
marihuana if the
person has or
may have an
illness, open
lesion, including
boils, sores or
infected wounds,
or any other
abnormal source
of microbial
contamination,
until the
condition is
corrected.

(4) A Secure Transporter licensee
and each stakeholder shall not
have an interest in a Growing,
Processor, Provisioning, or
Safety Compliance Facility and
shall not be a registered
qualifying patient or a registered
primary caregiver.

(5) A Secure Transporter shall enter all transactions, current inventory, and other information as required by the state into the statewide monitoring system as required by law.

(6) A Secure Transporter shall comply with all of the following:

- i. Each driver transporting marihuana must have a chauffeur's license issued by the state;
- ii. Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of or released from incarceration for a felony under the laws of this state, any other state, or the United States within the past five (5) years or have been convicted of a misdemeanor involving a controlled substance with the past five (5) years;
- iii. Each vehicle shall be operated with a two person crew with at least one individual remaining with the vehicle at all times during the transportation of marihuana;
- iv. A route plan and manifest shall be entered into the statewide monitoring system, and a copy shall be carried in the transporting vehicle

and presented to a law enforcement officer upon request;

v. The ~~Medical~~ Marihuana shall be transported by one or more sealed containers and not be accessible while in transit;

vi. A secure transporting vehicle shall not bear markings or other indication that it is carrying ~~Medical~~ Marihuana or a marihuana infused product.

(7) A vehicle used by a Secure Transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of ~~Medical~~ Marihuana to determine compliance with all state and local laws, rules, regulations and ordinances.

K. Minimum Operating Standards of Commercial ~~Medical~~ Marihuana Safety Compliance Facility

The following minimum standards for Safety Compliance facilities shall apply

(1) The Safety Compliance Facility shall comply at all times and in all circumstances with the MMMA and Medical Marihuana Facilities Licensing Act or applicable State laws, , **THE MRTMA**, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time;

(2) Consumption and/or use of Marihuana shall be prohibited at the facility;

(3) The premises shall be open, at all times, to any Michigan ~~Medical Marihuana Licensing Board~~ **REGULATORY AGENCY** investigators, agents, auditors, the state police, local police, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the licensee, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws is likely to be found and consistent with constitutional limitations, for the following purposes:

- i. To inspect and examine all premises of Medical Marihuana Facilities;
- ii. To inspect, examine, and audit relevant records of the licensee and, if the licensee or any managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money

receptacles, or equipment in which the records are stored;

iii. To inspect the person, and inspect or examine personal effects present in a Medical Marihuana Facility, of any holder of state operating license while that person is present in a Medical Marihuana Facility;

iv. To investigate alleged violations of the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws.

(4) Any Safety Compliance Facility shall maintain a log book and/or database which complies with the MMMA, **THE MRTMA** and Medical Marihuana Facilities Licensing Act or applicable state laws;

(5) All Medical Marihuana shall be contained within the building in an enclosed, locked facility in accordance with the MMMA, as amended, **THE MRTMA** and Medical Marihuana Facilities Licensing Act or applicable state laws;

(6) There shall be no other accessory uses permitted within the same facility other than those associated with testing Medical Marihuana;

(7) All persons working in direct contact with Medical Marihuana shall conform to hygienic practices while on duty;

(8) Litter and waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner so that they do not constitute a source of contamination in areas where Medical Marihuana is exposed;

(9) Floors, walls and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;

(10) Any buildings, fixtures and other facilities shall be maintained in a sanitary condition;

(11) Medical-Marihuana that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms;

(12) The premises shall be open, at all times, to any Michigan Medical Marihuana Licensing Board **REGULATORY AGENCY** investigators, agents, auditors, the state police, local police, local fire inspectors or local building and safety inspection officials, without a warrant and without notice to the holder of the license, enter the premises, offices, facilities, or other places of business of a licensee, if evidence of compliance or noncompliance with the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws is likely to be found and consistent with constitutional

limitations, for the following purposes:

i. To inspect and examine all premises of Medical Marihuana Facility.

ii. To inspect, examine, and audit relevant records of the licensee and, if the holder of the license or any of the managerial employees or employees fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored.

iii. To inspect the person, and inspect or examine personal effects present in a Medical Marihuana Facility, of any holder of state operating license while that person is present in a Medical Marihuana Facility.

iv. To investigate alleged violations of the MMMA and Medical Marihuana Facilities Licensing Act, **THE MRTMA**, or applicable state laws.

L. MINIMUM OPERATING STANDARDS OF

**MARIJUANA
MICROBUSINESSES**

**THE FOLLOWING MINIMUM
STANDARDS FOR
MICROBUSINESSES SHALL
APPLY:**

**(1) OPERATING HOURS FOR
RETAIL CUSTOMERS
SHALL LIMITED TO
BETWEEN 8:00 A.M. AND
7:00 P.M. MONDAY
THROUGH SATURDAY
AND 12:00 NOON AND 6:00
P.M. SUNDAY;**

**(2) A MICROBUSINESS SHALL
NOT BE CO-LOCATED ON
THE SAME PARCEL WITH
ANOTHER GROUP "E" OR
GROUP "F" SPECIAL
REGULATED USE;**

**(3) CONSUMPTION OF
MARIJUANA SHALL BE
PROHIBITED ON THE
PREMISES OF A
MICROBUSINESS AND A
SIGN SHALL BE POSTED
ON THE PREMISES OF
EACH MICROBUSINESS
INDICATING THAT
CONSUMPTION IS
PROHIBITED ON THE
PREMISES;**

**(4) PURSUANT TO SECTION
E., 2., XII., 1. & 2.,
MICROBUSINESSES
SHALL CONTINUOUSLY
MONITOR THE ENTIRE
PREMISES ON WHICH
THEY ARE OPERATED
WITH SURVEILLANCE
SYSTEMS THAT INCLUDE
SECURITY CAMERAS;**

**(5) UNLESS PERMITTED BY
THE MMMA, THE
MEDICAL MARIJUANA
FACILITIES LICENSING
ACT, THE MRTMA OR
APPLICABLE STATE LAW,
PUBLIC OR COMMON
AREAS OF THE
MICROBUSINESS MUST BE
SEPARATED FROM
RESTRICTED OR NON-
PUBLIC AREAS OF THE
PROVISIONING CENTER
OR RETAIL BY A
PERMANENT BARRIER.
UNLESS PERMITTED BY
THE MMMA, THE
MEDICAL MARIJUANA
FACILITIES LICENSING
ACT, THE MRTMA OR
APPLICABLE STATE LAW,
NO MARIJUANA IS
PERMITTED TO BE
STORED, DISPLAYED, OR
TRANSFERRED IN AN
AREA ACCESSIBLE TO
THE GENERAL PUBLIC;**

**(6) ALL MARIJUANA
STORAGE, GROW AND/OR
PROCESSING AREAS
WITHIN THE
MICROBUSINESS MUST BE
SEPARATED FROM ANY
CUSTOMER/PATIENT
AREAS BY A PERMANENT
BARRIER. UNLESS
PERMITTED BY THE
MMMA, THE MEDICAL
MARIJUANA FACILITIES
LICENSING ACT, THE
MRTMA OR APPLICABLE
STATE LAW, NO
MARIJUANA IS
PERMITTED TO BE
STORED IN AN AREA
ACCESSIBLE BY THE
GENERAL PUBLIC OR**

REGISTERED CUSTOMERS/PATIENTS. MARIHUANA MAY BE DISPLAYED IN A SALES AREA ONLY IF PERMITTED BY THE MMMA, THE MRTMA OR THE MEDICAL MARIHUANA FACILITIES LICENSING ACT;

(7) ANY USABLE MARIHUANA REMAINING ON THE PREMISES OF A MICROBUSINESS WHILE THE MICROBUSINESS IS NOT IN OPERATION SHALL BE SECURED IN A SAFE PERMANENTLY AFFIXED TO THE PREMISES;

(8) DRIVE-THROUGH WINDOW(S) ON THE PREMISES OF MICROBUSINESS SHALL NOT BE PERMITTED;

(9) MICROBUSINESS SHALL NOT ALLOW THE SALE, CONSUMPTION, OR USE OF ALCOHOL OR TOBACCO PRODUCTS ON THE PREMISES;

(10) NO MICROBUSINESS SHALL BE OPERATED IN A MANNER CREATING NOISE, DUST, VIBRATION, GLARE, FUMES, OR ODORS DETECTABLE TO NORMAL SENSES BEYOND THE BOUNDARIES OF THE PROPERTY ON WHICH THE MICROBUSINESS IS OPERATED;

(11) THE LICENSE REQUIRED BY THIS

ORDINANCE SHALL BE PROMINENTLY DISPLAYED ON THE PREMISES OF A MICROBUSINESS;

(12) THE PREMISES SHALL BE OPEN, AT ALL TIMES, TO ANY MICHIGAN MARIHUANA REGULATORY AGENCY INVESTIGATORS, AGENTS, AUDITORS, THE STATE POLICE, LOCAL POLICE, LOCAL FIRE INSPECTORS OR LOCAL BUILDING AND SAFETY INSPECTION OFFICIALS, WITHOUT A WARRANT AND WITHOUT NOTICE TO THE HOLDER OF THE LICENSE, ENTER THE PREMISES, OFFICES, FACILITIES, OR OTHER PLACES OF BUSINESS OF A LICENSEE, IF EVIDENCE OF COMPLIANCE OR NONCOMPLIANCE WITH THE MMMA AND THE MEDICAL MARIHUANA FACILITIES LICENSING ACT, THE MRTMA OR APPLICABLE STATE LAWS IS LIKELY TO BE FOUND AND CONSISTENT WITH CONSTITUTIONAL LIMITATIONS, FOR THE FOLLOWING PURPOSES:

i. TO INSPECT AND EXAMINE ALL PREMISES OF MARIHUANA FACILITY;

ii. TO INSPECT, EXAMINE, AND AUDIT RELEVANT RECORDS OF THE LICENSEE AND, IF

THE HOLDER OF THE LICENSE OR ANY OF THE MANAGERIAL EMPLOYEES OR EMPLOYEES FAILS TO COOPERATE WITH AN INVESTIGATION, IMPOUND, SEIZE, ASSUME PHYSICAL CONTROL OF, OR SUMMARILY REMOVE FROM THE PREMISES ALL BOOKS, LEDGERS, DOCUMENTS, WRITINGS, PHOTOCOPIES, CORRESPONDENCE, RECORDS, AND VIDEOTAPES, INCLUDING ELECTRONICALLY STORED RECORDS, MONEY RECEPTACLES, OR EQUIPMENT IN WHICH THE RECORDS ARE STORED;

AND INSPECT THE PERSON, AND OR EXAMINE PERSONAL EFFECTS PRESENT IN A MARIHUANA FACILITY, OF ANY HOLDER OF STATE OPERATING LICENSE WHILE THAT PERSON IS PRESENT IN A MARIHUANA FACILITY;

iv. TO INVESTIGATE ALLEGED VIOLATIONS OF THE MMMA, AND THE MEDICAL MARIHUANA FACILITIES LICENSING ACT, THE MRTMA OR APPLICABLE STATE LAWS.

(13) THE MICROBUSINESS SHALL COMPLY AT ALL TIMES AND IN ALL CIRCUMSTANCES WITH THE MICHIGAN MEDICAL MARIHUANA ACT, THE MEDICAL MARIHUANA FACILITIES LICENSING ACT, , THE MRTMA, AND THE GENERAL RULES OF THE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS, AS THEY MAY BE AMENDED FROM TIME TO TIME;

(14) ANY MICROBUSINESS SHALL MAINTAIN A LOG BOOK AND/OR DATABASE INDICATING THE NUMBER OF MARIHUANA PLANTS THEREIN. EACH MARIHUANA PLANT WILL BE TAGGED AS REQUIRED BY THE MMMA AND MEDICAL MARIHUANA FACILITIES LICENSING ACT;

(15) ALL NECESSARY BUILDING, ELECTRICAL PLUMBING AND MECHANICAL PERMITS SHALL BE OBTAINED FOR

ANY PORTION OF THE
STRUCTURE IN WHICH
ELECTRICAL WIRING,
LIGHTING AND/OR
WATERING DEVICES
THAT SUPPORT THE
MICROBUSINESSES'
GROWING OR
HARVESTING OF
MARIHUANA ARE
LOCATED;

- (16) THAT PORTION OF
THE STRUCTURE
STORING ANY
CHEMICALS SUCH AS
HERBICIDES, PESTICIDES,
AND FERTILIZERS SHALL
BE SUBJECT TO
INSPECTION AND
APPROVAL BY THE CITY
OF FLINT FIRE
DEPARTMENT TO INSURE
COMPLIANCE WITH ALL
APPLICABLE STATUTES
CODES AND ORDINANCES

- (17) ALL PERSONS
WORKING IN DIRECT
CONTACT WITH
MARIHUANA SHALL
CONFORM TO HYGIENIC
PRACTICES WHILE ON
DUTY, INCLUDING BUT
NOT LIMITED TO:

MAINTAINING
ADEQUATE
PERSONAL
CLEANLINESS;

- ii. WASHING HANDS
THOROUGHLY IN
ADEQUATE HAND-
WASHING AREAS
BEFORE STARTING
WORK AND AT ANY
OTHER TIME WHEN
THE HANDS MAY

HAVE BECOME
SOILED OR
CONTAMINATED;

- iii. REFRAINING FROM
HAVING DIRECT
CONTACT WITH
MARIHUANA IF THE
PERSON HAS OR
MAY HAVE AN
ILLNESS, OPEN
LESION, INCLUDING
BOILS, SORES OR
INFECTED WOUNDS,
OR ANY OTHER
ABNORMAL
SOURCE OF
MICROBIAL
CONTAMINATION,
UNTIL THE
CONDITION IS
CORRECTED.

- (18) LITTER AND WASTE
SHALL BE PROPERLY
REMOVED AND THE
OPERATING SYSTEMS
FOR WASTE DISPOSAL
SHALL BE MAINTAINED
IN AN ADEQUATE
MANNER SO THAT THEY
DO NOT CONSTITUTE A
SOURCE OF
CONTAMINATION IN THE
AREAS WHERE
MARIJUANA IS EXPOSED.

- (19) FLOORS, WALLS
AND CEILINGS SHALL BE
CONSTRUCTED IN SUCH A
MANNER THAT THEY
MAY BE ADEQUATELY
CLEANED AND KEPT
CLEAN AND IN GOOD
REPAIR;

- (20) THERE SHALL BE
ADEQUATE SCREENING
OR OTHER PROTECTION

AGAINST THE ENTRY OR PESTS. RUBBISH SHALL BE DISPOSED OF SO AS TO MINIMIZE THE DEVELOPMENT OF ODOR AND MINIMIZE THE POTENTIAL FOR THE WASTE DEVELOPMENT OF ODOR AND MINIMIZE THE POTENTIAL FOR WASTE BECOMING AND ATTRACTANT, HARBORAGE OR BREEDING PLACES FOR PESTS;

(21) ANY BUILDINGS, FIXTURES AND OTHER FACILITIES SHALL BE MAINTAINED IN A SANITARY CONDITION;

(22) EACH MICROBUSINESS FACILITY SHALL PROVIDE ITS OCCUPANTS WITH ADEQUATE AND READILY ACCESSIBLE TOILET FACILITIES THAT ARE MAINTAINED IN A SANITARY CONDITION AND GOOD REPAIR;

(23) MARIHUANA THAT CAN SUPPORT THE RAPID GROWTH OF UNDESIRABLE MICROORGANISMS SHALL BE HELD IN A MANNER THAT PREVENTS THE GROWTH OF THESE MICROORGANISMS;

(24) MICROBUSINESSES SHALL BE FREE FROM INFESTATION BY INSECTS, RODENTS, BIRDS, OR VERMIN OR ANY KIND;

(25) ALL GROWING, PROCESSING AND RETAIL ACTIVITY RELATED TO THE MICROBUSINESS SHALL BE DONE INDOORS;

M. Location of Group "E" Special Regulated Uses

(1) Group "E" Special Regulated Uses shall be limited to the "D-5", "D-6", "E", "F", & "G" zoning districts. For these Special Regulated Uses there shall be no other accessory uses permitted within the same facility other than those associated with the Provisioning of Medical Marijuana to registered patients.

(2) Group "E" Special Regulated Uses. An application to establish a Group "E" Special Regulated Use shall not be approved if there is already in existence four or more Group "A" or Group "E" Special Regulated Uses within 2,000 feet of the boundaries of the site of the proposed regulated use.

(3) Group "E" Special Regulated Use. An application to establish a Group "E" Special Regulated Use shall not be approved if the proposed location is within 1,000 feet of a Pre-K through 12 school, or within 500 feet from a dedicated public park (except for the trail, known as the flint river trail/iron belle trail, itself, where the principal use of the park space is for the flint river trail) or place of worship; or if the proposed location is within 300 feet of a residential property or residentially zoned district,

**UNLESS OTHERWISE
EXEMPTED BY CITY
CODE.**

- (4) Medical Research Facility Exemption - a medical research facility is bound by the locational standards for its proposed medical marihuana-related uses, including those set forth for groups "e," "f" or "g," except that the 300 foot residential zone exclusion does not apply. Such medical research facilities must still be 1,000 feet from pre-k through 12 schools, and 500 feet from places of worship and dedicated public parks.

**EXEMPTED BY CITY
CODE.**

- (3) Medical Research Facility Exemption - a medical research facility is bound by the locational standards for its proposed medical marihuana-related uses, including those set forth for groups "e," "f" or "g," except that the 300 foot residential zone exclusion does not apply. Such medical research facilities must still be 1,000 feet from pre-k through 12 schools, and 500 feet from places of worship and dedicated public parks.

N. Location of Group "F" and "G" Special Regulated Uses

- (1) Group "F" and "G" Special Regulated Uses shall be limited to the "E", "F", & "G" industrial zoning districts. For Special Regulated Uses there shall be no other accessory uses permitted within the same facility.
- (2) Group "F" and "G" Special Regulated Use. An application to establish a Group "F" and "G" Special Regulated Use shall not be approved if the proposed location is within 1,000 feet of a Pre-K through 12 school, or within 500 feet from a dedicated public park (except for the trail, known as the flint river trail/iron belle trail, itself, where the principal use of the park space is for the flint river trail), or place of worship; or if the proposed location is within 300 feet of a residential property or residentially zoned district, **UNLESS OTHERWISE**

**O. LOCATION OF GROUP "G"
SPECIAL REGULATED USES**

- (1) GROUP "G" SPECIAL REGULATED USES SHALL BE LIMITED TO THE "D-3," "D-4," "D-5," "D-6," "E", "F", & "G" ZONING DISTRICTS.
- (2) GROUP "G" SPECIAL REGULATED USE. AN APPLICATION TO ESTABLISH A GROUP "G" SPECIAL REGULATED USE SHALL NOT BE APPROVED IF THE PROPOSED LOCATION IS WITHIN 1,000 FEET OF A PRE-K THROUGH 12 SCHOOL, OR WITHIN 500 FEET FROM A DEDICATED PUBLIC PARK (EXCEPT FOR THE TRAIL, KNOWN AS THE FLINT RIVER TRAIL/IRON BELLE TRAIL, ITSELF, WHERE THE PRINCIPAL USE OF THE PARK SPACE IS FOR THE FLINT RIVER TRAIL) OR PLACE OF WORSHIP; OR IF THE PROPOSED

LOCATION IS WITHIN 300 FEET OF A RESIDENTIAL PROPERTY OR RESIDENTIALLY ZONED DISTRICT, UNLESS OTHERWISE EXEMPTED BY CITY CODE.

P. Denial and Revocation

- (1) A license issued under this Ordinance may be revoked after an administrative hearing at which the Planning Commission by majority vote of members present, determines that any grounds for revocation under this Ordinance exist. Notice of the time and place of the Hearing and the grounds for revocation must be given to the holder of license at least five days prior to the date of the hearing, by first class mail to the address given on the license application; a licensee whose license is subject of such Hearing may present evidence and/or call witnesses at the Hearing;

- (2) A license applied for or issued under this Ordinance may be denied or revoked on any of the following basis:

- i. Violation of this Ordinance;
- ii. Any conviction of or release from incarceration for a felony under the laws of this State, any other state, or the United States within the past five (5) years by the Applicant or any stakeholder of the Applicant as measured

from the date of the Application or the date of becoming a stakeholder, whichever occurs later, or while licensed under this Ordinance; or any conviction of a substantial felony by the Applicant or any stakeholder of the Applicant ever while licensed under this Ordinance;

Commission of fraud or misrepresentation or the making of a false statement by the Applicant or any stakeholder of the Applicant while engaging in any activity for which this Ordinance requires a license;

- iv. Sufficient evidence that the Applicant(s) lack, or have failed to demonstrate, the requisite professionalism and/or business experience required to assure strict adherence to this Ordinance and the rules and regulations governing the Medical Marihuana Program, **THE MMFLA, AND/OR THE MRTMA**, in the State of Michigan;
- v. The Medical-Marihuana Facility is determined by the City of Flint to have become a public nuisance;

vi. The Michigan Medical Marijuana Licensing Board-REGULATORY AGENCY has denied, revoked or suspended the applicant's state license.

(3) Any Special Regulated Use that ceases for more than 30 days shall not be resumed except by application and approval pursuant to §50-162, unless the hiatus is caused by a temporary revocation or suspense of the license and is pending a Planning Commission hearing.

Q. RESIDENT-INITIATED

HEARINGS; Penalties; Temporary Suspension of a License; Seizure and Forfeiture

(1) A PERSON, WHO LIVES, WORKS, AND/OR REGULARLY VISITS IN NEIGHBORHOOD IN WHICH A MARIJUANA FACILITY IS LOCATED, MAY MAKE A FORMAL COMPLAINT TO THE ZONING COORDINATOR OR HIS/HER DEPUTEE REGARDING ANY NUISANCE(S) OR VIOLATIONS OF CITY CODE BY THE FACILITY, INCLUDING BY NOT LIMITED TO NUISANCES CAUSED BY ITS CUSTOMERS OR ITS EMPLOYEES, WHICH SHALL TRIGGER A CASE REVIEW AT THE NEXT AVAILABLE PLANNING COMMISSION MEETING.

i. THE COMPLAINANT AND THE LICENSEE, AS RESPONDENT

FOR THE MARIJUANA FACILITY, SHALL BE NOTIFIED OF THE DATE AND TIME OF THE CASE REVIEW.

ii. THE COMPLAINANT, THE RESPONDENT LICENSEE, AND ANY MEMBER(S) OF THE PUBLIC MAY ADDRESS THE PLANNING COMMISSION TO ADDRESS THE ALLEGATIONS AND THE ISSUES GIVING RISE THERETO.

iii. IF THIS CASE REVIEW PROCESS DOES NOT ADDRESS AND CORRECT THE ISSUE(S) GIVING RISE TO THE COMPLAINT(S), AFTER SUFFICIENT TIME FOR THE RESPONDENT TO INITIATE CORRECTIVE ACTION(S), THE CITY SHALL INVESTIGATE FOR VIOLATION(S) OF THIS ORDINANCE AND THE CITY CODE AND, IF VIOLATION(S) ARE SUBSTANTIATED, INITIATE LICENSE SUSPENSION AND REVOCATION, AS OUTLINED IN THE AFOREMENTIONED

**SECTION Q OF THIS
ORDINANCE.**

(2) The City of Flint may require an applicant or holder of license of a ~~Medical~~ Marihuana Facility to produce documents, records, or any other material pertinent to the investigation of an application or alleged violation of this Ordinance. Failure to provide the required material may be grounds for application denial, license revocation, or license suspension;

(3) Any person in violation of any provision of this Ordinance or any provision of a license issued under this Ordinance is responsible for a misdemeanor, punishable by fine of up to \$500.00 per violation plus cost of prosecution, 90 days imprisonment, or both, for each violation. Each plant possessed by any person in excess of the licensed quantity of plants permitted shall be a separate violation of this ordinance; and as such each plant in excess of the licensed quantity may be immediately confiscated for destruction. Any person in violation of this Ordinance is also subject to license revocation, as outlined in the aforementioned Section N. Q Immediate, temporary revocation or suspension of the Special Regulated Use license may be issued by the City's Zoning Coordinator, Director of Planning & Development, or their designee. This temporary suspension or revocation will not be rescinded until the Flint Planning Commission holds a

hearing with the applicant to discuss the violations and votes on whether to uphold the suspension or revocation. This section is not intended to prevent enforcement of any provision of the State law by the City of Flint Police Department;

(4) All fines imposed under this Ordinance shall be paid within forty-five (45) days after the effective date of the order imposing the fine or as otherwise specified in the order;

(5) Two (2) more violations of this ordinance within a six (6) month period by any individual offender shall be considered a public nuisance, and in the interest of such nuisance abatement, may result in the seizure and destruction of the marihuana plants, and/or marihuana product(s), and forfeiture of other related assets, in order to deter and prevent such nuisances and protect the health, safety and welfare of the City of Flint.

(6) The Planning Commission may temporarily suspend a ~~Medical~~ Marihuana Facility License without a hearing if it finds that public safety or welfare requires emergency action. The Planning Commission shall cause the temporary suspension by issuing a Suspension Notice by majority vote of members present and voting thereon in connection with institution of proceedings for a Hearing;

(7) If the Planning Commission temporarily suspends a license without a Hearing, the holder of

license is entitled to a hearing within thirty (30) days after the Suspension Notice has been issued. The hearing shall be limited to the issues cited in the Suspension Notice;

- (8) If the Planning Commission does not hold a hearing within thirty (30) days after the date of suspension was issued, then the suspended license shall be automatically reinstated and the suspension vacated.

R. Lawful Non-Conforming and Grandfathered Locations

- (1) Any Provisioning Center applicant granted Group "E" Special Regulated Use approval under the previous City of Flint Medical Marihuana Provisioning Center ordinance (50-161; & 12-XVI), prior to the adoption date of this ordinance on (insert date of adoption) and additionally, has undergone and successfully fulfilled the required "annual re-licensing process", and having been granted a 2017-2018 Special Regulated Use Group "E" license, will retain legal non-conforming rights and become a legal, conforming use.

- (2) The collective amount of these grandfathered licenses will be subtracted from the license allocation amount listed in Section C.,2,i. (Medical Marihuana Provisioning Centers), with the difference representing the definite available allocation of Group "E" Special Regulated Use licenses available to the public;

~~pending approval for licensure by the State of Michigan.~~

- i. ~~Applicants who have fulfilled the relicensing requirements and successfully obtained a 2017 2018 Group "E" Medical Marihuana Provisioning Center License, will be granted an additional (6) month extension to become compliant under the new terms of the Group "E" Special Regulated Use License, (insert ordinance number).~~

- ii. ~~Failure to become compliant under the revised Group "E" Special Regulated Use standards within a six (6) month period, will result in immediate revocation of the grandfathered license. Any number of licenses that are revoked will be added to the allocation amount listed in Section C.2,i. (Medical Marihuana Provisioning Centers).~~

- (3) Any previously licensed Medical Marihuana Cultivation or Growing Facility who received a Special Regulated Use Group "E" permit from the Flint Planning Commission, will not be eligible to gain grandfathered status and will not be treated as a lawful, non-conforming land use. Facilities and applicants who have previously been issued a Group "E" Special Regulated Use for

Cultivation or Growing of Medical Marihuana are required to resubmit applications to the Flint Planning Commission to obtain a Group "F" Commercial Medical Marihuana Growing Center permit and must adhere to the minimum operating standards as referenced in Section H. and the any location of a Growing Center must adhere to the standards established in Section M. "Location of a Group "F" and "G" Special Regulated Use.

- (4) AN APPLICANT FOR AN ADDITIONAL LICENSE AT A LOCATION THAT IS A LAWFUL NON-CONFORMING USE, WHOSE LOCATION DOES NOT MEET THE LOCATIONAL REQUIREMENTS OF DISTANCES FROM RESIDENTIALLY-ZONED PROPERTY, SCHOOLS, PARKS OR PLACES OF WORSHIP, AND/OR DOES NOT MEET THE ZONING CLASSIFICATION REQUIRED UNDER THIS ORDINANCE, IS INELIGIBLE FOR ADMINISTRATIVE APPROVAL DESCRIBED IN SUBSECTION (F) AND MUST UNDERGO A PUBLIC HEARING BEFORE THE PLANNING COMMISSION PRIOR TO RECEIVING ANY ADDITIONAL LICENSE(S).

S. Transfer of Medical Marihuana Facility Licenses; Process

- (1) Special Regulated Use permits are issued to the Applicant, and not to the location. Any changes to the Special Regulated Use permit, including a change in ownership, requires approval by City, as outlined below.

- i. If the original applicant retains partial ownership, with no modification to previously approved site plans or floor plans, pending successful completion of a background check for any new owner(s), the new owner(s) would be administratively added to the Special Regulated Use Permit by the City's Zoning Coordinator upon payment of a nonrefundable Special Regulated Use Permit Application fee.
- ii. If ownership will be transferred entirely from the original applicant to a new individual, partnership or other corporate entity, but with no modification to previously approved site plans or floor plans, the transfer requires payment of a nonrefundable Special Regulated Use Permit Application fee, completion of a background check for any new owner(s), and public hearing before the Planning Commission for approval of the transfer of the applicable

Special Regulated Use Permit(s).

iii. If there is any transfer, full or partial, of ownership that accompanies modification of previously approved site plans or floor plans, the Application will be treated as a new Special Use Permit application including all applicable site plan reviews, approvals and public hearing.

iv. ANY CHANGE IN LOCATION OF A SPECIAL REGULATED USE, WITH OR WITHOUT A TRANSFER OF LEGAL OWNERSHIP SHALL BE TREATED AS A NEW APPLICATION. THAT APPLICATION MAY BE REVIEWED BY THE PLANNING COMMISSION AT THE NEXT AVAILABLE PUBLIC HEARING DATE FOLLOWING THE SUBMISSION OF ALL NECESSARY DOCUMENTS, AND IS NOT REQUIRED TO AWAIT THE EXHAUSTION OF THE EXISTING LIST OF PROVISIONING CENTER AND/OR RETAIL ESTABLISHMENT LOCATIONS, TO

THE EXTENT SUCH A LIST EXISTS AND APPLIES.

T. Group "E", "F" and "G" License Location Appeals Process

(1) The Medical Marihuana Facilities Licensing Analysis "maps", developed and administered by the Planning & Zoning Division, symbolizes a spatial analysis performed utilizing the criteria listed in Section N., 1.-3. (Location of Group "E" Special Regulated Uses), and in Section M. O., 1.-3 AND P. 1.-3. (Location of Group "F" and "G" Special Regulated Uses) RESPECTIVELY). Any potential location of a Group "E", "F" or "G" Medical Marihuana Facilities license is appealable to the Flint Planning Commission. A \$5,000, non-refundable appeals fee is required upon submitting an application for a location appeal. An applicant submitting an appeal must clearly demonstrate an "undue hardship" and "prove that special and unusual conditions pertaining to the specific piece of property are warranted" for a variance to be granted.

i. No such variance shall be authorized by the Planning Commission unless the Commission finds that all of the following facts and conditions exist:

1. The proposed use will not alter the essential

character of the area.

2. The problem was not a self-created hardship.
3. The use will be compatible with adjacent uses of land.
4. The plight is due to unique circumstances peculiar to the property and not to general neighborhood conditions.
5. Issuance of the variance would still ensure that the spirit of the ordinance is intact.

U. COMMUNITY BENEFIT LOCATIONAL EXEMPTIONS

- (1) **SOCIAL EQUITY PROGRAM EXEMPTION - APPLICANTS WHO APPLY FOR A GROUP "G" SRU, I.E. A MICROBUSINESS LICENSE, OR WHO APPLY FOR A GROUP "F" SRU STRICTLY FOR A CLASS "A" GROW FACILITY, MAY BE ELIGIBLE FOR AN EXCEPTION FROM THE 300 RESIDENTIAL DISTANCE REQUIREMENT, WITHOUT THE NEED FOR A LOCATION VARIANCE, PROVIDED THAT THEY**

MEET THE FOLLOWING CRITERIA:

- i. **THE APPLICANT, EITHER AS AN INDIVIDUAL OR ALL OF THE MEMBERS OF A PARTNERSHIP OR OTHER CORPORATE ENTITY APPLICANT, IS A RESIDENT OF THE CITY OF FLINT; AND**
- ii. **THE APPLICANT, EITHER AS AN INDIVIDUAL OR ALL OF THE MEMBERS OF A PARTNERSHIP OR OTHER CORPORATE ENTITY APPLICANT, IS PRE-APPROVED IN THE STATE OF MICHIGAN'S SOCIAL EQUITY PROGRAM; AND**
- iii. **THE APPLICATION IN QUESTION IS FOR A PARCEL ZONED D3 OR D4 FOR A MICROBUSINESSES, OR ZONED E FOR A CLASS A GROW FACILITY; AND**
 1. **THE APPLICANT MUST BE ABLE TO DEMONSTRATE THAT THEIR PROPOSED FACILITY**

WILL
DEMONSTRAB
LY BE AN
ASSET TO
THE
NEIGHBORHO
OD, AND AS
CONSTRUCTE
D AND
OPERATED BY
THE
APPLICANT
WILL NOT
HAVE ANY,
OR MINIMAL,
NEGATIVE
SECONDARY
EFFECTS ON
THE
NEIGHBORHO
OD.

NEGATIVE
SECONDARY
EFFECTS CAN
INCLUDE THE
FOLLOWING
IMPACTS:

2. VEHICULAR
AND
PEDESTRIAN
TRAFFIC;
3. NOISE,
ODORS, OR
LIGHTS THAT
EMANATE
BEYOND THE
SITE'S
BOUNDARIES
ONTO
PROPERTY IN
THE AREA ON
WHICH
THERE ARE
RESIDENTIAL
DWELLINGS;

4. EXCESSIVE
NUMBERS OF
PERSONS
GATHERING
OUTSIDE THE
ESTABLISHM
ENT;

5. PEAK HOURS
OF USE THAT
ADD TO
CONGESTION
OR OTHER
NEGATIVE
EFFECTS IN
THE
NEIGHBORHO
OD.

THE APPLICATION FOR
AN APPLICABLE PARCEL
WOULD REMAIN SUBJECT
TO THE OTHER
LOCATIONAL CRITERIA,
NOTWITHSTANDING THE
EXCEPTION OUTLINED
ABOVE. AN APPLICANT
WHO ELECTS NOT TO
PARTICIPATE IN THIS
VOLUNTARY EXEMPTION
PLAN PROCESS MAY
ALTERNATIVELY SEEK A
LOCATIONAL VARIANCE
BEFORE THE PLANNING
COMMISSION.

- (2) BLIGHT ELIMINATION
PLAN EXEMPTION -
APPLICANTS WHO APPLY
FOR A GROUP "E," GROUP
"F," AND/OR GROUP "G"
SPECIAL REGULATED USE
PERMIT, FOR A PARCEL
WITHIN 300 FEET OF
RESIDENTIALLY ZONED
PARCEL(S), MAY APPLY
FOR A BLIGHT
ELIMINATION PLAN
EXEMPTION, TO ALLOW

THE APPLICANT TO
RECEIVE THE
RESPECTIVE SRU(S)
WITHOUT A VARIANCE,
PROVIDED THAT THEY
MEET THE FOLLOWING
CRITERIA:

- i. THE APPLICANT
MUST MEET WITH
THE CITY OF FLINT
BLIGHT
ELIMINATION
DIVISION TO
DISCUSS BLIGHT
ISSUES WITHIN
NEIGHBORHOOD OF
THE PARCEL
SUBJECT TO THE
SRU APPLICATION;
AND
- ii. THE APPLICANT
MUST MEET WITH
MEMBERS
SURROUNDING
NEIGHBORHOOD
AND THE
SURROUNDING
NEIGHBORHOOD
ASSOCIATION (IN
THE EVENT THAT
ONE EXISTS), TO
DISCUSS BLIGHT
ISSUES WITHIN THE
AREA; AND
- iii. THE APPLICANT
MUST MEET WITH
THE SURROUNDING
NEIGHBORHOOD
AND THE
SURROUNDING
NEIGHBORHOOD
ASSOCIATION (IN
THE EVENT THAT
ONE EXISTS) TO
DISCUSS THEIR

BUSINESS PLAN;
AND

- iv. THE APPLICANT
THAT MUST
PRESENT A PLAN
TO ELEVATE
BLIGHT ISSUES,
SPECIFICALLY BUT
NOT LIMITED TO
ANY BLIGHT ISSUES
WITHIN 300 FEET OF
THE PARCEL
SUBJECT TO THE
SRU APPLICATION,
TO THE FLINT
PLANNING
COMMISSION AT A
PUBLIC HEARING;
AND

1. SUCH A PLAN
MUST
INCLUDE A
CAPITAL
INVESTMENT
TO ADDRESS
STRUCTURAL
BLIGHT IN
THE AREA IN
THE FIRST
YEAR OF THE
APPLICANT'S
BUSINESS
OPERATION;
AND

2. SUCH A PLAN
MUST ALSO
INCLUDE A
CAPITAL
INVESTMENT
TO ADDRESS
NON-
STRUCTURAL
BLIGHT
ANNUALLY
FOR FIRST
FIVE YEARS

OF
APPLICANT'S
BUSINESS
OPERATION;
AND

- v. THE APPLICANT'S
BLIGHT
ELIMINATION PLAN
MUST BE
APPROVED BY THE
PLANNING
COMMISSION, AND
MUST
SUBSEQUENTLY BE
PUT INTO EFFECT
AND CONTINUED AS
THE APPLICANT
OPERATES WITH
THEIR LICENSE(S)
INTO THE FUTURE.
FAILURE TO
UPHOLD SUCH
COMMITMENTS
MAY BE GROUNDS
FOR NON-RENEWAL
OF LICENSE(S)
AND/OR MAY BE
SUBJECT TO THE
LICENSE
RELOCATION
PROCESS OUTLINED
IN THIS
ORDINANCE.

THE APPLICATION FOR
AN APPLICABLE PARCEL
WOULD REMAIN SUBJECT
TO THE OTHER
LOCATIONAL CRITERIA,
NOTWITHSTANDING THE
EXCEPTION OUTLINED
ABOVE, HOWEVER THIS
EXCEPTION MAY BE USED
IN CONJUNCTION WITH
THE PARK
BEAUTIFICATION PLAN
EXEMPTION OUTLINED

BELOW. AN APPLICANT
WHO ELECTS NOT TO
PARTICIPATE IN THIS
VOLUNTARY EXEMPTION
PLAN PROCESS MAY
ALTERNATIVELY SEEK A
LOCATIONAL VARIANCE
BEFORE THE PLANNING
COMMISSION.

- (3) PARK BEAUTIFICATION
PLAN EXEMPTION -
APPLICANTS WHO APPLY
FOR A GROUP "E" GROUP
"F," AND/OR GROUP "G"
SPECIAL REGULATED USE
PERMIT, FOR A PARCEL
WITHIN 500 FEET OF A
DEDICATED PUBLIC
PARK, MAY APPLY FOR A
PARK BEAUTIFICATION
PLAN EXEMPTION, TO
ALLOW THE APPLICANT
TO RECEIVE THE
RESPECTIVE SRU(S)
WITHOUT A VARIANCE,
PROVIDED THAT THEY
MEET THE FOLLOWING
CRITERIA:

- I. THE APPLICANT
MUST MEET WITH
THE CITY OF FLINT
PLANNING &
ZONING DIVISION
TO DISCUSS
POTENTIAL PARK
IMPROVEMENTS
FOR THE PARK
NECESSITATING
THE EXEMPTION;
AND
- II. THE APPLICANT
MUST MEET WITH
MEMBERS
SURROUNDING
NEIGHBORHOOD,

AND THE
SURROUNDING
NEIGHBORHOOD
ASSOCIATION (IN
THE EVENT THAT
ONE EXISTS), TO
DISCUSS
POTENTIAL PARK
IMPROVEMENTS
FOR THE PARK
NECESSITATING
THE EXEMPTION;
AND

iii. THE APPLICANT
MUST MEET WITH
THE APPLICABLE
MEMBER(S) OF THE
ADOPT A PARK
PROGRAM, IN THE
EVENT THAT ONE
EXISTS FOR THE
PARK
NECESSITATING
THE EXEMPTION
TO DISCUSS THE
APPLICANT'S
BUSINESS PLAN;
AND

iv. THE APPLICANT
MUST PRESENT A
PLAN TO BEAUTIFY
THE PARK
NECESSITATING
THE EXEMPTION
TO THE FLINT
PLANNING
COMMISSION AT A
PUBLIC HEARING;
AND

1. SUCH A PLAN
MUST
INCLUDE A
CAPITAL
INVESTMENT
TO IMPROVE
RECREATION

AL
AMENITIES IN
THE PARK IN
THE
APPLICANT'S
FIRST YEAR
OF BUSINESS
OPERATION;
AND

2. SUCH A PLAN
MUST ALSO
INCLUDE A
CAPITAL
INVESTMENT
TO SUPPORT
PARK
MAINTENANCE
WITHIN
THE FIRST
FIVE (5)
YEARS OF
THE
APPLICANT'S
BUSINESS
OPERATION.

v. THE APPLICANT'S
PARK
BEAUTIFICATION
PLAN MUST BE
APPROVED BY THE
PLANNING
COMMISSION, AND
MUST
SUBSEQUENTLY BE
PUT INTO EFFECT
AND CONTINUED AS
THE APPLICANT
OPERATES WITH
THEIR LICENSE(S)
INTO THE FUTURE.
FAILURE TO
UPHOLD SUCH
COMMITMENTS
MAY BE GROUNDS
FOR NON-RENEWAL
OF LICENSE(S),

AND/OR MAY BE
SUBJECT TO THE
LICENSE
REVOCATION
PROCESS OUTLINED
IN THIS
ORDINANCE.

THE APPLICATION FOR
AN APPLICABLE PARCEL
WOULD REMAIN SUBJECT
TO THE OTHER
LOCATIONAL CRITERIA,
NOTWITHSTANDING THE
EXCEPTION OUTLINED
ABOVE, HOWEVER THIS
EXCEPTION MAY BE USED
IN CONJUNCTION WITH
THE BLIGHT
ELIMINATION PLAN
EXEMPTION LISTED
ABOVE. AN APPLICANT
WHO ELECTS NOT TO
PARTICIPATE IN THIS
VOLUNTARY EXEMPTION
PLAN PROCESS MAY
ALTERNATIVELY SEEK A
LOCATIONAL VARIANCE
BEFORE THE PLANNING
COMMISSION.

- (4) ALL LICENSEES WHO
RECEIVING A
COMMUNITY BENEFIT
LOCATIONAL
EXEMPTION UNDER THIS
SECTION SHALL APPEAR
BEFORE THE PLANNING
COMMISSION AS A CASE
REVIEW UPON THE FIRST
ANNUAL RELICENSING OF
THEIR PERMIT(S).

Sec. 2. This ordinance shall become
effective immediately upon adoption.

Adopted this _____ day of
_____, 2019, A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

PROPOSED

200075

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 12, Business and Occupations Generally; Article XVI, Medical Marihuana Facilities, Section 12-95.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 12, Business and Occupations Generally; amending Article XVI, Section 12-95, Medical Marihuana Facilities, by changing the references to Medical Marihuana Facilities to Marihuana Facilities, consistent with the licenses and standards set forth in Chapter 50, Zoning, Article XXXII, Section 50-183, Marihuana Facilities Opt In Ordinance, which shall read in its entirety as follows:

ARTICLE XVI. MEDICAL-MARIHUANA FACILITIES.

§12-95. STANDARDS FOR MEDICAL MARIHUANA FACILITIES.

(a) All Medical Marihuana Facilities shall be subject to any other applicable provisions of the Flint City Code. Medical Marihuana Facilities shall also comply with the Michigan Medical Marihuana Act (MCL 333.26421 *et seq.*) as amended ("MMMA"), the Medical Marihuana Facilities Licensing Act, MCL 333.2701, *et seq.*, (MMFLA), the Marihuana Tracking Act (MTA), MCL 333.27901, *et seq.*, **THE MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT ("THE MRTMA")**, 2018 IL 1, MCL 333.27951 *ET SEQ.*, the general rules of the Michigan Department of Community Health, the rules of the Michigan Department Of Licensing And Regulatory Affairs (LARA) **AND THE MARIJUANA REGULATORY AGENCY (MRA)**, and other applicable State laws.

(b) **DEFINITIONS.** For the purpose of the code, the definitions set forth in Chapter 50,

Zoning, Article XXXII, Medical Marihuana Facilities, shall apply.

(c) No person shall operate a medical marijuana facility without the Facility having first obtained and being in possession of a valid medical marijuana facility license(s) issued by the City of Flint and the State of Michigan.

- (1) A medical-marijuana facility license application shall be made annually on forms provided by the City of Flint consistent with the terms set forth in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities.
- (2) The Chief of Police may conduct a criminal background check of the applicant, and a medical-marijuana facility license shall not be issued to any person who has been convicted of any felony involving illegal drugs, or for other reasons identified by the Chief of Police to protect the health, safety and welfare of the community. Drug related felony offenses does not include a conviction for activity allowed under the Michigan Medical Marihuana Act, even if the activity occurred before the enactment of the Michigan Medical Marihuana Act.
- (3) The applicant shall submit an affidavit of the property owner declaring that the owner is aware of the proposed medical-marijuana facility. The affidavit form will be provided by the City of Flint.
- (4) The applicant shall submit a tax clearance form demonstrating that city taxes are current. The form will be provided by THE City of Flint.
- (5) The applicant shall obtain a special regulated use permit before applying for a medical-marijuana facility license, and submit the permit along with the application.

- (6) The non-refundable fee to submit an application for a medical-marijuana facility license shall be one thousand, five hundred (\$1500.00) dollars.
- (7) The annual fee for a Provisioning Center **MARIJUANA FACILITY** license shall be five thousand (\$5,000.00) dollars (with the application fee deducted from that amount).
- (8) A license is valid only for the location identified on the license and cannot be transferred to another location within the city without a new application. The process for otherwise transferring Licenses is set forth in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities.
- (9) Compliance with all applicable laws, as enforced, is a condition of maintenance of a license.
- (10) Each day that a person shall conduct a medical-marijuana facility without a license shall constitute a separate offense.
- (d) No person shall act as an employee or volunteer of a medical-marijuana facility without compliance with the terms set forth in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities.
- (1) The non-refundable annual employee license application fee shall be one hundred fifty (\$150.00) dollars.
- (2) A license is valid only for the location identified on the license and cannot be transferred to another location within the City without a new application.

- (3) Compliance with all applicable laws, as enforced, is a condition of maintenance of a license.
- (4) Each day that a person shall work as an employee of a medical-marijuana facility without a license shall constitute a separate offense.
- (e) The following additional standards shall apply to medical-marijuana facilities
 - (1) All medical marihuana shall be contained within an enclosed, locked facility, inaccessible on all sides and equipped with locks that permit access only by the licensed medical—marijuana facility employee.
 - (2) All transfers and deliveries of medical marihuana must occur within a structure.
 - (3) Provisioning Centers, **RETAIL FACILITIES, AND MICROBUSINESSES**, as defined in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities, shall be limited to operating between 8:00 a.m. and 7:00 p.m. Monday through Saturday and 12:00 noon and 6:00 p.m. Sunday. No other Medical Marijuana Facility shall be open to the public at any time.
 - (4) Persons under the age of eighteen (18) years of age are not permitted to be on the premises of any Provisioning Center unless they possess a valid registry card and parent or legal guardian.
 - (5) **PERSONS UNDER THE AGE OF TWENTY ONE (21) ARE NOT PERMITTED TO BE ON THE PREMISES OF ANY MICROBUSINESS OR RETAIL FACILITY.**

(6) Marihuana shall not be smoked, eaten, or otherwise consumed at any medical-marijuana facility.

(f) An inspection of the building out of which a ~~provisioning center~~ MARIJUANA FACILITY operates shall be required every year. The inspection fee shall be established by resolution of the City Council.

(g) Every medical-marijuana facility shall provide immediate access to the premises where business is conducted or property is stored, to any police officer, the building inspector or the fire marshal, without warrant, during regular hours of business, or at any time the medical-marijuana facility license holder or his employee or agent are on the premises.

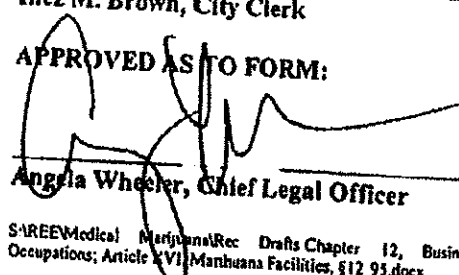
Sec. 2. This ordinance shall become effective immediately upon adoption.

Adopted this _____ day of _____ 2019, A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



Angela Wheeler, Chief Legal Officer

S:\REEMedical Marijuana\Rec Drafts Chapter 12, Business and Occupations; Article XVI Marijuana Facilities, §12 93.docx

ORDINANCE NO. _____

An ordinance to amend the Ordinances of the City of Flint by amending Chapter 50, Zoning; Article XXIX, Special Regulated Uses; Sections 50-161; 50-163; 50-164; and 50-169.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the Ordinances of the City of Flint shall be amended by amending Chapter 50, Zoning; Article XXIX, Special Regulated Uses; Sections 50-161; 50-163; 50-164; and 50-169, to amend Group "E," "F" and "G", in light of the amendments to Special Regulated Uses E, F and G set forth in Chapter 50, Zoning, Article XXXII, Section 50-183 Marijuana Facilities Opt In Ordinance, to read in its entirety as follows:

§ 50-161 PURPOSE.

(a) In the development of a community it is recognized that there are some uses which, because of their very nature, are recognized as having serious objectionable operational characteristics, particularly when several of them are concentrated under certain circumstances thereby having a deleterious effect upon the adjacent areas. Special regulation of these uses is necessary to ensure that these adverse effects will not contribute to the blighting or downgrading of the surrounding neighborhood. These special regulations are itemized in this article. The primary control or regulation is for the purpose of preventing a concentration of these uses in any one area.

(b) Uses subject to these controls are as follows:

(1) Group "A" — Special regulated uses:

Adult bookstore

Adult motion picture theater

Adult mini motion picture theater

Massage establishments

Establishments for consumption of beer or intoxicating liquor on the premises and having adult entertainment

Steam baths

Any other use, including a group B special regulated use, which provides goods or services which are distinguished or characterized by their emphasis on matters depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" which provides goods or services in a manner which is distinguished or characterized by its emphasis on "specified sexual activities" or "specified anatomical areas"

uses: (2) Group "B" - Special regulated

Pawnshops

Liquor stores

Tattoo Establishments

uses: (3) Group "C" - Special regulated

Pool or billiard halls

Gaming Tables

uses: (4) Group "D" - Special regulated

Wireless telecommunication facilities

Wireless telecommunication towers

Wireless telecommunication antennas

- (5) Group "E," "F" and "G" ...
Special Regulated Uses:

Medical-Marihuana Facilities

The standards set forth in Chapter 50,
Zoning, Article XXXII, Medical Marihuana
Facilities, shall apply.

**§ 50-163 LOCATIONAL STANDARDS —
RELATIONSHIP TO SIMILAR USES.**

(a) Group "A" special regulated uses (§ 50-161). An application to establish a group "A" special regulated use shall not be approved if there is already in existence two or more group "A", group "B", or group "C" special regulated uses within 2,000 feet of the boundaries of the site of the proposed regulated uses.

(b) Group "B" special regulated uses (§ 50-161). An application to establish a group "B" special regulated use shall not be approved if there is already in existence four or more group "B" or group "C" special regulated uses within 2,000 feet of the boundaries of the site of the proposed regulated uses.

(c) Group "C" special regulated uses (§ 50-161). An application to establish a group "C" special regulated use shall not be approved if there is already in existence four or more group "C" special regulated uses within 2,000 feet of the boundaries of the site of the proposed regulated use.

(d) Group "E" Special regulated Uses (§ 50-161). An Application to Establish a Group "E" Special Regulated Use shall not be approved if there is already in existence four or more Group "A" or Group "E" Special Regulated Uses within 2,000 feet of the boundaries of the site of the proposed regulated use, as set forth in Chapter 50,

Zoning, Article XXXII, Medical Marihuana
Facilities.

(e) Group "E," "F" and "G" special regulated uses shall be limited by the locational standards set forth in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities.

**§ 50-164 LOCATIONAL STANDARDS —
RELATIONSHIP TO RESIDENTIAL AREA
AND OTHER USES.**

(a) Group "A" special regulated uses (§ 50-161). An application to establish a group "A" special regulated use shall not be approved if the proposed location is within 1,000 feet of any residentially zoned district, mobile home park, K through 12 school, park or church.

(b) Group "B" special regulated uses (§ 50-161). An application to establish a group "B" special regulated use shall not be approved if the proposed location is within 300 feet of a residentially zoned district, mobile home park, K through 12 school, dedicated park, or church.

(c) Group "C" special regulated uses (§ 50-161). An application to establish a group "C" special regulated use shall not be approved if the proposed location is within 200 feet of a residentially zoned district, mobile home park, K through 12 school, park or church, except in the D-4 zoning district where this locational standard is waived.

(d) Group "E," "F" and "G" special regulated uses. An application to establish a group "E," "F" and/or "G" special regulated use shall not be approved if the proposed location is within 300 feet of a residentially zoned district, or otherwise in conflict with the standards set forth in Chapter 50, Zoning, Article XXXII, Medical Marihuana Facilities.

**§ 50-169 ZONING DISTRICTS
REQUIREMENTS FOR SPECIAL
REGULATED USES.**

(a) The special regulated uses itemized in this article shall be limited to the following zoning districts:

(1) Group "A" special regulated uses shall be allowed in D-6, E, F, and G districts.

(2) Group "B" special regulated uses shall be allowed in D-5, D-6, E, and F districts.

(3) Group "C" special regulated uses shall be allowed in D-4, D-5, D-6, E and F districts.

(4) Group "E" Special Regulated Uses shall be allowed in D-2, D-3, D-5, D-6, E, F, and G districts as set forth in Chapter 50, Zoning, Article XXXII, Medical Marijuana Facilities.

(5) Group "F" and "G" special regulated uses shall be limited to the "E", "F", & "G" industrial zoning districts, as set forth in Chapter 50, Zoning, Article XXXII, Medical Marijuana Facilities.

(b) Also, each special regulated use shall be subject to the specific requirements of each zoning district and all other applicable regulations.

Sec. 2. This ordinance shall become effective immediately upon adoption.

Adopted this _____ day of
_____ 2019, A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

S:\REC\Medical Marijuana Rec Drafts Chapter 50, Zoning, Article XXIX
Special Regulated Uses, Medical Marijuana Facilities, §50-161 - §50-169
RECOMMENDED BY PC do:

200489

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses; Article I, In General by the addition of Section 31-65, Hours of the Sale of Liquor, which shall read in its entirety as follows:

IT IS HEREBY ORDANIED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 31, General Offenses, Article I, In General, by the addition of Section 31-65, Hours of the Sale of Liquor, which shall read in its entirety as follows:

Sec 31-65 HOURS OF THE SALE OF LIQUOR.

THE HOURS OF OPERATION AND THE SALE OF BEER, WINE, LIQUOR OR OTHER ALCOHOLIC BEVERAGES AT LIQUOR STORES, CORNER STORES, CONVENIENCE STORES, AND GAS STATIONS FROM 7AM TO 9PM MONDAY THROUGH SATURDAY AND 12PM TO 9PM SUNDAY.

(A) DEFINITIONS: THE DEFINITION AND PROVISIONS CONTAINED IN THIS SECTION SHALL GOVERN THE CONSTRUCTION, MEANING AND APPLICATIONS OF THE FOLLOWING WORDS AND PHRASES USED IN THIS CHAPTER

1. BEER- A FERMENTED MALT

**BEVERAGE
CONTAINING 0.5%
OR MORE ALCOHOL
BY VOLUME.**

2. CIDER- AN ALCOHOLIC BEVERAGE THAT IS OBTAINED BY THE FERMENTATION OF THE JUICE OF APPLES OR PEARS AND THAT CONTAINS LESS THAN 0.5% ALCOHOL BY VOLUME. "CIDER" INCLUDES FLAVORED, SPARKLING, AND CARBONATED CIDER.

3. INTOXICATING LIQUOR (OR LIQUOR) - ALL ALCOHOL BEVERAGES (OTHER THAN BEER) CONTAINING 0.5% OR MORE ALCOHOL BY VOLUME AND ALL WINES.

4. ALCOHOLIC BEVERAGES- A STATUTORY TERM WHICH INCLUDES BEER, WINE, AND LIQUOR.

Adopted this _____ day of
_____, 2020, A.D.

(B) IT SHALL BE UNLAWFUL FOR A SALES PERSON, EMPLOYEE, CASHIER, AGENT OR REPRESENTATIVE OF A LIQUOR STORE, CORNER STORE, OR GAS STATION TO SELL BEER, WINE, LIQUOR, OR ANY OTHER ALOCHOLIC BEVERAGE BEFORE 7AM OR AFTER 9PM MONDAY THRU SATURDAY, AND BEFORE 12PM SUNDAY OR AFTER 9PM.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler, Chief Legal Officer

(C) IT SHALL BE UNLAWFUL FOR A LIQUOR STORE, CORNER STORE, CONVENIENCE STORE, OR GAS STATION TO REMAIN OPEN PAST 9PM MONDAY THRU SUNDAY.

(D) ANY PERSON OR PERSONS WHO VIOLATES THIS CHAPTER IS GUILTY OF A MISDEMEANOR, PUNISHABLE BY A FINE OF NOT MORE THAN \$500 AND/OR IMPRISONMENT UP TO 90 DAYS OR BOTH SUCH FINE AND IMPRISONMENT MAY BE IMPOSED AT THE DISCRETION OF THE COURT.

(E) IF ANY PROVISIONS OF THIS ORDIANACE SHALL BE HELD INVALID, THE REMAINDER OF THE ORDIANCE SHALL NOT BE AFFECTED THEREBY.

Sec. 2. This ordinance shall become
effective this _____ day of
_____, 2020, A.D.

200490

ORDINANCE NO. _____

An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing; Article I, International Property Maintenance Code.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF FLINT:

Sec. 1. An Ordinance to amend the Flint City Code of Ordinances by amending Chapter 24, Housing, Article I, International Property Maintenance Code, by the addition of Section 24-5 Landlords Removal and Disposal Process Regarding Evictions which shall read in its entirety as follows:

§ 24-5 Landlords Removal and Disposal Process Regarding Evictions:

- (A) IT SHALL BE UNLAWFUL FOR A LANDLORD TO REMOVE, DISPOSE OF, OR PLACE A PROPERLY OR LEGALLY EVICTED TENANT'S BELONGINGS OR PROPERTY ONTO THE CURB, SIDEWALK, LAWN, YARD OR STREET AND LEAVE IT UNATTENDED.
- (B) A LANDLORD SHALL PROPERLY REMOVE OR DISPOSE OF A TENANT'S PROPERTY BY NOTIFYING TENANT OF ITS INTENTIONS AND MUST ADVISE TENANT WHEN AND WHERE BELONGINGS ARE OR WILL BE STORED.
- (C) IT SHALL BE THE RESPONSIBILITY OF THE LANDLORD TO PROPERLY REMOVE OR DISPOSE OF PROPERTY ABANDONED OR LEFT BEHIND BY TENANT(S) AND LANDLORD MAY ACCESS A

STORAGE FEE THAT MAY BE PASSED ON TO THE TENANT.

- (D) ANY PERSON OR PERSONS WHO VIOLATES THIS CHAPTER IS GUILTY OF A MISDEMEANOR, PUNISHABLE BY A FINE OF NOT MORE THAN \$500 AND/OR IMPRISONMENT UP TO 90 DAYS OR BOTH. SUCH FINE AND/OR IMPRISONMENT MAY BE IMPOSED AT THE DISCRETION OF THE COURT.
- (E) IF ANY PROVISION OF THIS ORDINANCE SHALL BE HELD INVALID, THE REMAINDER OF THE ORDINANCE SHALL NOT BE AFFECTED THEREBY.

Sec. 2. This Ordinance shall become effective this _____ day of _____, 2020, A.D.

Adopted this _____ day of _____, 2020, A.D.

FOR THE CITY:

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

210016

ORDINANCE NO. _____

An ordinance to amend the Code of the City of Flint by amending Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons.

IT IS HEREBY ORDAINED BY PEOPLE OF THE CITY OF FLINT:

Sec. 1. That the provisions of Chapter 18, Taxation; Funds; Purchasing; Article I, In General; Section 18-4.1, Service Charge in Lieu of Taxes for Housing Facilities for Certain Persons, shall be amended by adding subsection (FF), which shall read in its entirety as follows:

(FF) THE CITY ACKNOWLEDGES THAT **ORCHARD MANOR LIMITED DIVIDEND HOUSING ASSOCIATION, LLC A MICHIGAN LIMITED LIABILITY COMPANY** (THE "OWNER") HAS OFFERED, SUBJECT TO RECEIPT OF AN AUTHORITY-AIDED OR FEDERALLY-AIDED MORTGAGE LOAN AND/OR ALLOCATION OF LOW INCOME HOUSING TAX CREDITS FROM THE MICHIGAN STATE HOUSING AND DEVELOPMENT AUTHORITY ("MSHDA"), TO OWN AND OPERATE A HOUSING PROJECT IDENTIFIED AS "ORCHARD MANOR APARTMENTS" (THE "PROJECT") ON CERTAIN PROPERTY LOCATED IN THE CITY TO SERVE PERSONS AND FAMILIES OF LOW INCOME, AND THAT THE SPONSOR HAS OFFERED TO PAY THE CITY ON ACCOUNT OF THIS HOUSING DEVELOPMENT AN ANNUAL SERVICE CHARGE FOR PUBLIC SERVICES IN LIEU OF AD VALOREM TAXES.

THE CITY ACKNOWLEDGES THAT THE SPONSOR SHALL BE AFFORDED TAX

BENEFITS OF PAYING A SERVICE CHARGE IN LIEU OF AD VALOREM TAXES (BUT NOT IN LIEU OF PAYMENT OF SPECIAL ASSESSMENTS INCLUDING, BUT NOT LIMITED TO, THE STREET LIGHTING SPECIAL ASSESSMENT). THE CITY FURTHER ACKNOWLEDGES THAT THE SPONSOR FITS WITHIN THE CLASS AS DESCRIBED IN §18-4.3 BELOW. THE ANNUAL SERVICE CHARGE FOR THE CLASS OF PERSONS OF LOW AND MODERATE INCOME SHALL BE EQUAL TO FOUR PERCENT (4%) OF THE ANNUAL SHELTER RENTS, EXCLUSIVE OF CHARGES FOR GAS, ELECTRICITY, HEAT, OR OTHER UTILITIES FURNISHED TO THE OCCUPANTS, INCLUDING THE PORTION OF RENT PAYABLE UNDER ANY GOVERNMENTAL SUBSIDY. NOTWITHSTANDING THE FOREGOING, THE ANNUAL SERVICE CHARGE SHALL NOT EXCEED AD VALOREM PROPERTY TAXES THAT WOULD BE ASSESSED OR PAID ABSENT THIS TAX EXEMPTION.

Sec. 2. This ordinance shall become effective immediately upon publication.

Adopted this _____ day of

_____, 2021 A.D.

Sheldon A. Neeley, Mayor

APPROVED AS TO FORM:

Angela Wheeler
Angela Wheeler, Chief Legal Officer

ORDINANCE REVIEW FORM

FROM: Community and Economic Development
Department

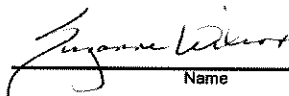
NO. 21 - _____
Law Office Login #

ORDINANCE NAME: PILOT ORDINANCE RESOLUTION TO GRANT A FOUR (4%) PAYMENT IN LIEU OF TAXES (PILOT) TO PROJECT AT 2765 FLUSHING RD, KNOWN AS "ORCHARD MANOR APARTMENTS", A NEW CONSTRUCTION PROJECT PROVIDING 31 UNITS OF AFFORDABLE HOUSING TO LOW AND MODERATE INCOME RESIDENTS. THE DEVELOPER IS ORCHARD MANOR LIMITED DIVIDEND HOUSING ASSOCIATION, LLC.

1. ORDINANCE REVIEW - DEPARTMENT DIRECTOR

The attached ORDINANCE is approved by the Director of the affected Department. By signing, the Director approves this ordinance to be processed for signatures and fully executed.

By: Suzanne Wilcox
Director


Name

DATE: January 4, 2021

Department: Planning and Development
Department

Date in: _____

2. ORDINANCE REVIEW-MAYORS OFFICE

The attached ORDINANCE is submitted to the Mayors Office for approval. By signing, the Mayor's office approves this ordinance to be processed for signatures and fully executed.

By: _____
Clyde Edwards,
City Administrator

DATE: _____

Date in: _____

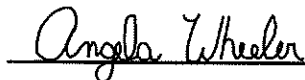
3. ORDINANCE REVIEW - LAW DEPARTMENT

The attached Ordinance is submitted to the Department of Law for approval.

The Department of Law reviewed this Ordinance, as to form and content, on 1-4-2021, and by signing this form approves as to form and content.
(Date)

By:

Angela Wheeler
Chief Legal Officer



Orchard Manor Tax vs PILOT comparisons

1) Current taxes:	\$0.00
2) Estimaed Ad Valorem Taxes after purchase	\$36,046.05
3) PILOT estimation	\$10,000.00
DIFFERENCE BETWEEN PILOT AND ESTIMATED TAXES: \$26,046.05 per year	

Based on the Schedule of Rents provided by Communities First, Inc., at 100% occupancy, given its identified rental rates for households at 30%, 40%, and 60% of AMI, the total annual rent potential for the 31 units is \$252,108. (Amount from Proforma Rents in Application)

3) Estimated project ad valorum taxable value:

	One Bedroom	Two Bedroom	Three Bedroom
Market Rent	\$500	\$600	\$1,000
Number of Units	16	13	2
	\$8,000	\$7,800	\$2,000

Monthly Income	\$17,800
Yearly Income	\$213,600
Vacancy/Loss (10%)	(\$21,360)
Potential Gross Income	\$192,240
Expenses	(\$86,508)
Net Operating Income	\$105,732
Cap Rate of 10%	\$1,057,320
SEV/TV	528,660
Potential Taxes	\$36,046

**PAYMENT IN LIEU OF TAXES
(PILOT)
APPLICATION**



CITY OF FLINT

1101 S SAGINAW ST.
FLINT, MI 48502
TEL: 810-766-7436

PURPOSE

To administer the City of Flint Code of Ordinances 18-4.1 to 18-4.8, establishing a class of housing developments pursuant to the State Housing Development Authority Act of 1966, known as Act 436 of the Acts of 1966, being MCLA §§ 125.1401 et seq. , as amended, which are exempt from property taxes, paying instead a service charge to be paid in lieu of taxes (PILOT) by any or all classes of housing exempt from taxation under this Act at any amount it chooses, but not to exceed the taxes that would be paid for if not for this Act.

The City acknowledges that serving persons of low income is a public necessity, and as such the City of Flint will be benefited and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose. The applicant for a PILOT is affirming that the economic feasibility of this housing development is reliant on this requested tax exemption.

Furthermore, in considering this application for PILOT, the evaluators of such request shall consider that the community shall be developed in a manner consistent with the adopted Master Plan and Consolidated Action Plan. Evaluation of the application should take into consideration maintaining the overall goals and objectives set forth in these plans.

ELIGIBILITY

- 1) Applicant must be a nonprofit housing corporation, consumer housing cooperative, limited dividend housing corporation, mobile home park cooperative or mobile home park association, and must be financed with a federally-aided or Michigan State Housing Development Authority (MSHDA) aided mortgage or advance or grant from MSHDA.
- 2) PILOT has been requested during the planning stage of the project; any development project under construction at the time of application is not eligible to apply for, or to receive, a PILOT.
- 3) The applicant must own the property or have an option or other right to purchase the property under consideration and provide in application.
- 4) Housing development must contain a minimum of 51% affordable units.
- 5) Project includes a Low Income Housing Tax Credit (LIHTC) allocation.
- 6) The property is not designated as a Brownfield or 5/50 property.
- 7) All parcels that are separate have been combined through proper City channels.

PROCESS

1) Mandatory Pre-Application Conference: This will be a meeting of all applicable City Departments to include:

- City Administrator
- City Planner
- City Engineer
- City Treasurer
- City Assessor
- Chief Building Official
- Community and Economic Development Staff
- Representatives of applicant development team

This meeting will serve to familiarize all parties with the scope of the project and any issues that may exist. The applicant will also be familiarized with the PILOT process and policies.

2) Submission of Application: Application form must be complete and packet of required supporting documentation assembled based upon requirements set forth in the application. Any additional concerns or items that were discussed in the Pre-Application Conference should also be addressed. Application forms are available on both the City of Flint website and in the Department of Community and Economic Development.

One original and one electronic copy shall be submitted no later than seven (7) weeks before the Regular City Council meeting, which are typically held on the 2nd and 4th Mondays of each month.

3) Internal (Administrative) Review: An internal review will occur, resulting in either Administrative approval within three (3) weeks or return to the applicant for corrections.

Applications will be scored on a scoring matrix as attached in this application.

Administrative approval will move the application forward to an ordinance amendment that will be placed on the Government Operation Committee meeting agenda.

4) Council Committee Review: Meetings are held the Wednesday prior to the Regular City Council meeting. The developer is required to be in attendance at this meeting to answer any questions the committee may have.

5) Review by City Council: Once committee approval is obtained, the ordinance amendment will proceed to the following Regular City Council Meeting (the Monday following committee). The developer is required to be in attendance at this meeting.

6) Approval: If the PILOT application is approved by resolution of the City Council, a certified copy of the resolution and a copy of the minutes will be provided to the applicant. Additionally, digital copies will be provided to all applicable City Departments.

****Note: All applicants are required to file their MISDA affidavit with the City Assessor by November 1 of the year before the PILOT is to take effect.***

APPLICATION REQUIREMENTS

1) Completed Application Form

2) Narrative:

a. Background information:

i. Development experience of team

Please see attached resume for Communities First, Inc. ("CFI")

ii. Describe the corporate partnership structure

Please see attached proposed organization chart.

b. Describe the proposed Project (include the following sections): We are requesting a 4% PILOT. CFI proposes to build Orchard Manor Apartments, located at 2765 Flushing Rd., Flint, Michigan (the "Development"). The proposed Development is comprised of sixteen (16) one-bedroom, thirteen (13) two-bedroom, and two (2) three-bedroom units for a total of thirty-one (31) apartment rental units. The property is currently vacant land situated next to Orchard Lane Apartments, which Communities First, Inc. is recapitalizing and preserving and safe, quality, and affordable housing. The Development is one piece in a master development that includes the rehabilitation of forty-five (45) residential apartment units at Orchard Lane Apartments and the new construction of around forty (40) residential apartment units on vacant land adjacent to the Development. CFI, a 501(c)3 nonprofit corporation based in Flint, Michigan, whose mission is to build healthy, vibrant communities through economic development, affordable housing, and innovative programming.

i. Intended usage/target market – Low and moderate income individuals and families in Genesee County.

ii. Economic impact - The property is currently vacant land owned by a church. Developing the land into much needed affordable housing will provide annual income taxes and payment in lieu of taxes to the City of Flint. The additional density along the Flushing Avenue corridor near N. Ballenger Highway will also incentivize local businesses and catalyze even more walkable amenities. The development will buffer Flushing Rd. from the nearby neighborhood comprised of detached single family homes. The Development is located near a desirable commercial corridor (Ballenger Highway and Flushing Road) and many business, employment, and recreation amenities and will provide a beneficial long term economic impact to local businesses in the immediate area and greater Flint. Additionally, the project will likely utilize jobs for property a management job and positions for maintenance staffing and contracts.

iii. Environmental impact (to include any mitigation actions taken) Prior to financing, we will complete a Phase I ESA, but we do not expect there to be any Recognized Environmental Conditions.

iv. Impact on City infrastructure (transportation and utilities) The Development is located on vacant land that currently has access to public utilities and public transit routes. Additionally, residents will be able to walk to many nearby amenities, including

grocery store, hospital, restaurants, and park. CFI encourages residents to utilize public transportation and strives to increase walkability in all our developments. This project will help make Flint more attractive for business investment and people by providing decent, safe, sanitary, and affordable housing options to residents. Additionally, increasing affordable housing options for residents of Flint will reduce strain on health services impacted by COVID-19 by providing a reliable place for residents to practice safe-distancing.

v. Impact on City services (police, fire, EMS, code enforcement) CFI expects the local area to be much safer and to incentivize investment by homeowners and business owners in and around the neighborhood. Increasing the density with quality affordable housing options will help activate the area with more residents to deter nearby criminal activity and utilize local businesses and other amenities. We expect nearby property values to increase and more local investment and activity, enlarging the tax base and providing more resources for City services.

vi. Square footage of the building and land to be renovated - The total square footage has not been determined.

vii. Architectural renderings to include the number and type of units – The unit mix includes thirteen (13) one-bedroom, fourteen (14) two-bedroom, and three (3) three-bedroom units for a total of thirty (30) apartment rental units. The Development is new construction multi-family housing.

viii. Any other information to fully explain the project

c. Describe the marketing of the project, clearly identifying the intended market. If the project is speculative, how long is full occupancy expected to take and who will be the property manager?

The Project will be marketed through local media advertising, as well as word of mouth. Given current demand for housing in Flint, we expect full occupancy in the first two months following the down unit repairs.

d. Briefly describe the ownership and tax information for this project:

i. State the location or the proposed project to include street address, parcel ID, and the legal description. 2765 Flushing Road, Flint, MI 48504 Parcel ID: 40-11-351-001; Legal Description:

PLAT OF SECS. 2, 3, 4, 5, 6 AND 8 BEING PART OF THE RESERVE AT AND NEAR THE GRAND TRAVERSE ON FLINT RIVER. PART OF LOT 8, SEC 4 DESC AS: BEG AT NWLYCOR OF PLAT OF MOTT PARK; TH WLY ALG C.L OF FLUSHING RD TO NELY COR OF PLAT OF GLEN HAVEN; TH SLY ALG ELY LINE OF LOTS 1 AND 67 OF GLEN HAVEN 270.24 FT TO NELY LINE OF SD LOT 67; TH SELY AIG SD NELY LINE AND ITS SELY EXT 118.63 FT; TH SELY 54.0 FT TO A PT IN WLY LINE OF PLAT OF MOTT PARK RD. AT COM COR OF LOTS 41 AND 42, BLK 1 OF SD PLAT; TH NLY ALG SD WLY LINE 380.68 FT TO BEG; EXC THAT PART LYING NLY OF SLY LINE OF FLUSHING RD.

- ii. **Name of the property owner at the time of application.** Second Chance Church
- iii. **If the applicant is not the current owner of record, attach a valid option to purchase.**
See Attached Option to Purchase Real Estate Agreement, dated October 9, 2020
- iv. **Describe any and all financing, options, and liens on the property -** We are not aware of any liens on the property. We plan to finance the acquisition and development through low income housing tax credit equity, conventional debt financing, and grants.
- v. **State the current assessed value of the property.** According to the Flint Property Portal, the State Equalized Value is \$0.00
- vi. **Are any assessments currently under appeal? If yes, describe.** We are not aware of any assessment appeals.

e. Provide a detailed development pro forma outlining proposed hard, soft and financing costs associated with the development. Pro forma must also identify all sources of financing and terms, including Applicant equity, construction, and permanent financing, as well as any government assistance. Proposals must contain detailed cost breakdowns. Please see attached sources and uses of funds.

f. Provide a detailed operating pro forma. This must include all anticipated major revenues and expenses for the full term of the requested PILOT. Please see attached 15-year operating proforma. A longer term forecast proforma can be provided upon request.

g. Provide a detailed schedule of rents and income limits of lessees - Please see attached rent schedule with income targeting and unit mix.

h. Provide housing market data to show demand.

See Imagine Flint Master Plan. We have not done a market study but given current demand for rental units in the area and Flint as well as the COVID-19 crisis, there is adequate demand for the multifamily apartments. We are experienced high demand for our current apartment portfolio in Flint, including at nearby Coolidge Park, which is at full occupancy. Nearby Berkley Place Apartments has recently completed construction and we expect to reach full occupancy this year.

- i. **State a proposed timeline for the Project to include:**
 - i. **Closing of the loan or contributing financing** January 2022
 - ii. **First expenditure of funds with regards to the project** January 2022
 - iii. **Anticipated date construction will begin** January 2022
 - iv. **Anticipated date of completion** February 2023

j. Describe any potential conflicts of interest the applicant or any guarantor may have with any City Personnel or City Council members. We are not aware of any conflicts of interest.

k. To receive application bonus points, address the following:

- i. **Mixed use (PILOT ONLY applies to housing- not commercial SF) -** The proposed Development is not mixed used.
- ii. **Energy efficiency and green practices** CFI plans to install energy efficient features where necessary. The development will receive a NGBS Silver Certification or equivalent.
- iii. **Neighborhood and block club outreach (Full list of outreach done)**



Due to the COVID-19 crisis, CFI has not been able to conduct any physical or in-person outreach but we are constantly in communication with City and neighborhood stakeholders, including the nearby Ballenger Highway Neighborhood Association and Mott Neighborhood Association. Communities First, Inc. held a community meeting with residents in December 2020 to discuss Orchard Manor Apartments and how it is one piece in a development strategy to leverage the redevelopment of the adjacent Orchard Lane Apartments to create enough scale to preserve and increase quality affordable housing in Flint and Genesee County.

iv. External amenities (walk score, proximity to transit, jobs, etc.)

The development will be located adjacent to the newly rehabilitated Orchard Lane Apartments and planned newly constructed Orchard Grove Apartments in Flint Township. The property's Walkscore is 73 and within close distance to several business and employment amenities, including McLaren Hospital, pharmacy, and a grocery store. Additionally, the Development is near Coolidge Park Apartments, a mixed use development with residential apartments, daycare, and other commercial space, and Berkley Place Apartments, a 33 unit multifamily development that has recently completed construction. These three developments will provide investment leverage to create a dynamic and prosperous corridor northwest of downtown Flint.

I. Include a copy of the completed MSHDA application for Low Income Housing Tax Credits (LIHTC) within thirty (30) days of submittal to MSHDA.

(APPLICATION FORM ON NEXT PAGE- ATTACH APPLICATION FORM TO THE REQUIRED NARRATIVES AND SUPPORTING DOCUMENTS)

PAYMENT IN LIEU OF TAXES (PILOT) APPLICATION
CITY OF FLINT

APPLICANT INFORMATION

ENTITY NAME	Communities First, Inc. on behalf of OM LDHA LLC or another entity to be formed
--------------------	---

REPRESENTATIVES NAME	Glenn A. Wilson
ADDRESS	415 West Court Street, Flint, MI 48503
TELEPHONE NUMBER	810 422 5358
E-MAIL ADDRESS	gwilson@communitiesfirstinc.org

GUARANTORS INFORMATION

ENTITY NAME	Communities First, Inc.
ENTITY PRINCIPAL	
ADDRESS	415 West Court Street, Flint, MI 48503
TELEPHONE NUMBER	810 422 5358
E-MAIL ADDRESS	gwilson@communitiesfirstinc.org

PROJECT INFORMATION

PROJECT NAME	Orchard Manor Apartments
ADDRESS OF PROJECT	2765 Flushing Rd., Flint, MI 48504
PARCEL ID	40-11-351-001
LEGAL DESCRIPTI ON	PLAT OF SECS. 2, 3, 4, 5, 6 AND 8 BEING PART OF THE RESERVE AT AND NE GRAND TRAVERSE ON FLINT RIVER. PART OF LOT 8, SEC 4 DESC AS: BEG NWLYCOR OF PLAT OF MOTT PARK; TH WLY ALG C.L OF FLUSHING RD TO COR OF PLAT OF GLEN HAVEN; TH SLY ALG ELY LINE OF LOTS 1 AND 67 HAVEN 270.24 FT TO NELY LINE OF SD LOT 67; TH SELY AIG SD NELY LINE SELY EXT 118.63 FT; TH SELY 54.0 FT TO A PT IN WLY LINE OF PLAT OF MOTT PARK RD. AT COM COR OF LOTS 41 AND 42, BLK 1 OF SD PLAT; TH WLY LINE 380.68 FT TO BEG; EXC THAT PART LYING NLY OF SLY LINE OF RD.

DEVELOPMENT TEAM

APPLICANT PRIMARY POINT OF CONTACT	Communities First, Inc.
ARCHITECTURAL FIRM	TBD
CONSTRUCTION PROJECT MANAGER	TBD

GENERAL CONTRACTOR FOR PROJECT	TBD
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Applicant is to attach items a-l as required in the narrative portion of the application.

- a. Background information See Above
- b. Project description See Above
- c. Project marketing/target market See Above
- d. Ownership description/tax information See Above
- e. Detailed development pro forma Attached
- f. Operating pro forma Attached
- g. Schedule of rents/income levels Attached
- h. Housing market data supporting demand See Above
- i. Proposed project timeline See Above
- j. Conflicts of interest See Above
- k. Application bonus point items See Above
- l. MSHDA application for LIHTC credits N/A



ORGANIZATIONAL CAPACITY

Communities First, Inc. is made up of a dynamic team of passionate and committed professionals with expertise in real estate development, project management, finance, housing, economic development and community engagement. The organization and team have an excellent relationship with Michigan State Housing Development Authority, City of Detroit, U.S. Department of Housing and Urban Development and other partners enabling us to layer complex financing and utilize various programs.

Glenn Wilson, President/CEO

As co-founder and President/CEO, Glenn Wilson leads the organization as it responds to the great need that distressed communities face in regards to economic development and affordable housing. The organization has secured more than \$40 million in funding, primarily for real estate development projects and provided jobs to more than 300 people due to Mr. Wilson's leadership. Glenn has expansive knowledge of real estate and community development, serving as the primary lead for these activities since the organization's inception in 2010. His background in healthcare, real estate, business, marketing and entrepreneurship has translated well to his real estate development work. Glenn currently serves on the Michigan Housing Council Board of Directors, Michigan Housing Council Finance and Development Committee and the Community and Economic Development Association of Michigan Board of Directors. He also serves on the boards of the Mass Transportation Authority and Hurley Foundation and is a member of the Federal Home Loan Bank of Indianapolis Advisory Board. Glenn participates in committees at the Flint Institute of Arts and Flint Institute of Music and has a special interest in increasing equity in the arts. He has strong relationships with governmental entities, politicians, foundations and community groups throughout the state of Michigan.

Essence Wilson, Chief Strategy Officer

Essence Wilson is co-founder and Chief Strategy Officer for the organization. Her responsibilities include writing grants, improving organizational efficiency and organizing community engagement efforts. Essence has a bachelor's degree in mechanical engineering from Kettering University and a master's degree in management, strategy and leadership at Michigan State University. This education and prior experience working at General Motors helped her develop as a leader and innovator, which has served her well in the nonprofit arena. A natural planner and

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P.O. BOX 152
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P: 810-422-5358
F: 810-519-4844



logistical thinker, she is often responsible for translating vision to action while producing tangible results.

Her community involvement includes serving on the Flint Institute of Music Board of Directors, participating in committees at Flint Institute of Arts and Flint Institute of Music.

Renee A. Kent, Special Projects Manager

Renee has been engaged in the financial services and community development field for 20 years managing lending and equity investing activities that target funding for affordable housing and economic development initiatives to revitalize and stabilize low to moderate income communities throughout the state of Michigan. Experience includes structuring and financing Tax Credits, Social Impact Bonds and Opportunity Zone Investments. Renee is a passionate volunteer throughout her community and seeks to affect greater positive change through participation on various boards, community task force coalitions, youth based organizations and loan committees for community, government and corporate initiatives. Renee holds a Bachelor Degree majoring in accounting from Eastern Michigan University.

Michael E. Wright Real Estate Development Director

Michael obtained his Master's degree in Public Administration with an emphasis in urban and regional policy and planning and Bachelors of Arts degrees in political science and philosophy from Grand Valley State University. Michael has 9 years of real estate development experience as a consultant and developer, specializing in both for-profit and non-profit real estate finance and development. Michael has utilized low income housing, historic, and new markets tax credits, HOME funds, tax increment financing, conventional and HUD insured (221(d)4 and 223(f)) debt, and grants to close various projects in Michigan, Ohio, and Oklahoma. Michael's service ethic is demonstrated by his prior work as a member with LISC/AmeriCorps, Neighborhood Ventures in Grand Rapids and the Wyoming Downtown Development Authority.

Lisa Mauzey Financial Management Consultant

For the past 25 years, Lisa Mauzey has worked in the accounting fields for both for-profit and non-profit organizations. During this time she has developed strong accounting skills and refined her skills in full-service corporate, real estate, and

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construction accounting; as well as, administrative skills including human resources. She has worked on projects that assisted neighborhood development organizations building housing in Detroit and Flint by using her abilities to budget, complete construction draws, and organize a build schedule. Lisa earned her Associates of Arts in Accounting from the University of Phoenix in December 2008 and her Bachelors of Business Administration in Innovative Organization from the University of Phoenix in May 2011.

Property Management Partner

Premier Property Management, LLC, is a full service property management firm formed as a Limited Liability Company in 1999 to provide professional marketing and property management services for all types of multifamily housing and commercial retail real estate developments.

This firm developed in part as a response to the rising demand by owners, government agencies, mortgage lenders and tenants for experienced real estate management professionals. These professionals must be able to provide higher quality service while remaining abreast of the changes in the laws and government regulations which affect the investment and the investor. Premier Property Management LLC, is recognized as having the experience, knowledge, skill and resources to meet these demands for all types of real estate developments and establishes individual management programs tailored to address the specific needs of each unique development.

The experience of Premier Property Management, LLC, includes the management experience of a diverse portfolio of Condominium, Conventional, Affordable Low Income, Elderly, and Publicly Owned housing developments. The depth of experience and the recognition as an industry expert in the reformation of distressed housing is reflected in the strong working relationships which have been developed with various government agencies including; The Department of Housing and Urban Development (HUD) in Detroit, MI, Grand Rapids, MI, Cleveland, OH, Miami, FL, Atlanta, GA, and Indianapolis, IN, The U.S. Department of Agriculture (Rural Development) in Tavares, FL, Ocala, FL, and West Palm Beach Gardens, FL., The Michigan State Housing Development Authority (MSHDA) in Detroit, MI, and Lansing, MI, and innumerable local government offices including Clinton Township, Shelby Township, City of Ecorse, the City of South Lyon and the City of Detroit.

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In addition to the traditional property management services, Premier Property Management has assisted several Public Housing agencies move from being “Troubled” agencies to highly functioning agencies through comprehensive changes in operations and establishing better communication with the Boards of Commissioners.

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DEVELOPMENT EXPERIENCE

Communities First, Inc. develops projects and programs while always keeping the community involved and engaged; as our organization grows we will also grow with the needs of the community in mind. Over the last 10 years, Communities First, Inc. has developed and/or acquired affordable housing units, market rate housing units, commercial/office/warehouse space as well as theater/event space. The following provides examples of three successful projects with components similar to the Grandmont Rosedale Development Opportunity:

Project: Coolidge Park Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Coolidge Park Apartments. Completed in October 2019, the project involves the historic rehabilitation of Coolidge Elementary School and the construction of a new mixed use building on the site. The development includes market rate units, affordable units and over 9,000 square feet of commercial space.

Project Type: Low Income Housing Tax Credits (LIHTC)

Unit Mix: 54 LIHTC Units, 9 market rate units, over 9,000 sq. feet commercial space

Year of Completion: 2019

Funding Sources: Coolidge Park Apartments was funded with MSHDA LIHTC, Federal Historic Tax Credits, City of Flint HOME Funds, MEDC CRP funds, Foundation grants and conventional financing from ELGA Credit Union and JP Morgan Chase Bank.

Total Project Cost: \$16.3 Million

Additional Details: Please visit <https://www.youtube.com/watch?v=Mo0>

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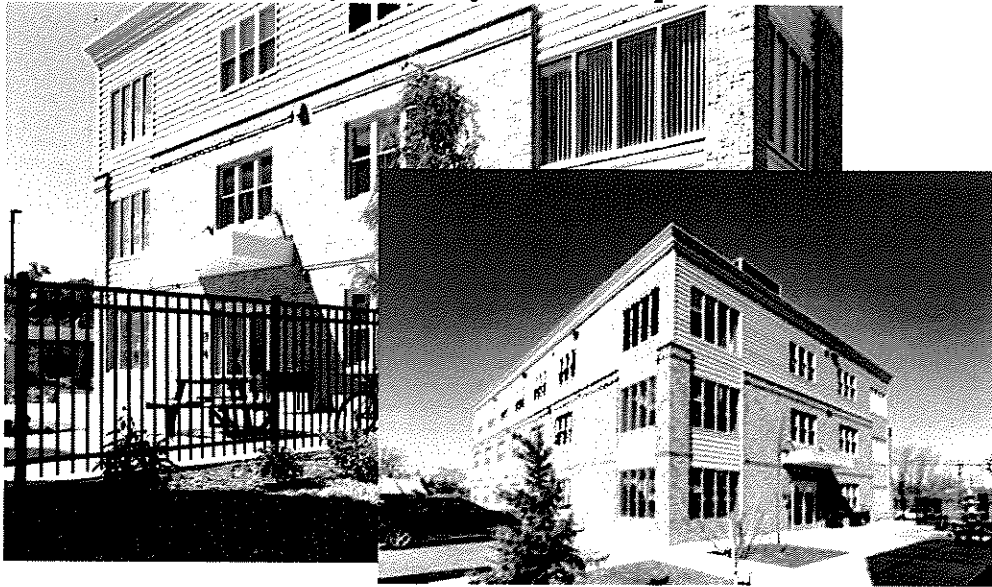
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Project: Swayze Court Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Swayze Court Apartments. This project involved the rehabilitation of the historic Swayze Apartments and the construction of a new building on the property. Swayze Court Apartments is a 36 unit permanent supportive housing project for individuals that are homeless, at risk of homelessness or have special needs. Swayze Court Apartments provided more than 100 well-paying construction jobs for the local community and was certified as an Enterprise Green Community.

Project Type: Permanent Supportive Housing (PSH) for Homeless, At Risk of Homelessness, and Special Needs

Unit Mix: 28 PSH Units, 8 Units Mixed Affordable

Year of Completion: 2016

Funding Sources: Swayze Court Apartments was funded with MSHDA LIHTC, Federal Historic Tax Credits, MSHDA HOME and City of Flint HOME.

Total Project Cost: \$8.3 Million

Additional Details: Please visit

<https://www.youtube.com/watch?v=ovfMPJBriNs&t=21s> for a video of the ribbon cutting ceremony.

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Project: Oak Street Senior Apartments



Project Overview: Communities First, Inc. is the sponsor/developer of Oak Street Senior Apartments. Oak Street Senior Apartments is a U.S. Department of HUD Section 202 Supportive Housing for the Elderly development. The project consists of 24 units of safe, affordable housing for low income seniors in the downtown Flint area. The historic Oak School was originally built in 1898 and has been preserved according to historic standards. The resulting development is Enterprise Green Communities certified and winner of the Association of General Contractors of Michigan.

Project Type: Permanent Supportive Housing for Elderly

Unit Mix: 24 Units Permanent Supportive Housing

Year of Completion: 2014

Funding Sources: Oak Street Senior Apartments was funded primarily through a U.S. Department of HUD Section 202 Supportive Housing for the Elderly grant and a MSHDA Housing Development Funds grant. Additional sources of funding came from the City of Flint, Genesee County Land Bank Authority and Michigan LIISC.

Total Project Cost: \$5.1 Million

Additional Details: Please visit

https://www.youtube.com/watch?v=Velpu15_184 for a video of the ribbon cutting ceremony and https://www.youtube.com/watch?v=c6W_D0_WNXA for more information.

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RAD CONVERSION SPECIALISTS, LLC
32500 Telegraph, #222
Bingham Farms, Michigan 48025
(248) 203-0011

RAD Conversion Specialists, LLC (RCS) combines the management, consulting and operations experience of Premier Property Management, LLC ("Premier") and its Principal, Robert Beale, with the development, construction, ownership and financing experience of The Slavik Company ("Slavik") and its principals. RCS was formed for the specific purpose of sharing 85 years of combined affordable housing experience with Affordable Housing decision-makers and assisting them to navigate the path towards successful development of affordable housing communities.



Premier and Slavik first combined efforts in 1999 to respond to a Request for Proposals from the Detroit Housing Commission to redevelop its Jeffries Homes Public Housing Project under HUD's HOPE VI Program. Our group was ultimately selected as Master Developer and we have spent the past 14 years planning and implementing the \$98.2 million transformation of two of Detroit's worst public housing projects into new and vibrant communities of mixed-income rental units, for-sale single-family homes and townhomes, parks, community open space and community centers (shown below). Like most of the other projects we have completed, this project required stakeholder input and feedback, coordinating the activities of market analysts, environmental consultants, CNA consultants, lenders, tax credit investors, architects, engineers, general contractors and others.



This experience provides RCS with the unique ability to assist in all phases of affordable housing development – Assessment, Application and Implementation. The Assessment Phase includes an analysis of the financial feasibility of potential projects, including the investigation of various sources of funds. The Application Phase requires, among other things, detailed development and operating pro-formas and an evaluation of the likelihood of obtaining low-income housing tax credits. While RCS has the experience and ability to guide affordable housing agencies through these phases, the Implementation Phase is where RCS can provide the most value. Our proven financial acumen and experience with low-income housing tax credits, FHA loans, HOME Funds, Replacement Housing Factor (RHF) Funds, as well as our connections with lenders and tax credit investors, will expedite the Implementation Phase and can lead to a very successful development.

RAD Conversion Specialists, LLC combines the real-world success of its principals with a demonstrated ability to work cooperatively and efficiently in public-private partnerships with agencies of varying sizes and competence. Our successful planning, development, construction and efficient management of affordable housing clearly demonstrates our ability to get the job done and sets us apart from other "consultants".



Making Public-Private Partnerships Work

RAD Conversion Specialists, LLC looks to preserve and revitalize public housing

The executives of two companies behind RAD Conversion Specialists, LLC see opportunity to address deferred maintenance at public housing communities in urban and rural areas, and look to expand on their successful completion of two signature developments in Detroit.

In 1999, Scripps Park Associates, LLC was formed by The Slavik Company, Premier Property Management, LLC, Herb Strather and the Rosenberg Housing Group, Inc. to respond to a Request for Proposals from the Detroit Housing Commission to redevelop its Jeffries Homes housing projects – long considered among the City's worst – under HUD's Hope VI program.

The company was ultimately selected as Master Developer for the sites and has spent the past 15 years planning and completing the \$98 million showcase communities that include mixed-income rental units, for-sale single-family homes and townhomes, open-space and community centers.

"When we started, the concept of mixed-income, mixed-use style housing was new," says Robert Beale, President of Premier Property Manager. "The degree to which we embraced it was pretty unique in this country, but we were still concerned about whether or not it would work. We were counting on it to be successful, and it has been. Over the last ten years of occupancy, the communities have remained stable."



RAD Conversion Specialists

Principals: Robert Beale, John Rowley, Location: Detroit, Michigan



SHOWCASE COMMUNITIES

Woodbridge Estates consists of 327 rental units, 100 senior assisted living units and 51 occupied single-family homes and town houses with a mix of incomes. Earlier this year, construction began on the sixth and final phase of 46 additional apartments across 12 buildings to be completed by year end.

Supplementing the final phase of apartment construction are 16 remaining single-family home sites. The completed home prices range from \$215,000 for a 1,516 square foot three-bedroom home to \$285,000 for a 2,241 square foot four-bedroom home. Forgivable loans of up to \$75,000 per home are available to qualified buyers under HUD's HOPE VI program.

The only remaining portion of the previous public housing site is now referred to as Woodbridge Senior Village – three high-rise buildings that offer one- and two-bedroom apartments, with rents based on 30 percent of the average median income (AMI) which were partially renovated by Scripps Park Associates, LLC.

Cornerstone Estates, also a multiphase effort, totals 180 rental units in 30 buildings consisting of duplexes and town houses. Rental construction began in October 2010, and the first units were available just one year later.

Although HOPE VI was a relatively new program at the time, navigating HUD's requirements wasn't as difficult as projected, according to John Frasco, Vice President of The Slavik Company.

"It's more of a challenge for the public housing agencies because tax credits and financing are a whole new ballgame for them," he says. "The key is having patience and developing relationships."

Units in both communities are limited to households earning no more than 60 percent of AMI, or \$42,600 for a family of four in Wayne County.

However, public housing assisted units are expected to rent to households making considerably less than that maximum, according to the Detroit Housing Commission.

Vacancy rates at Woodbridge Estates and Cornerstone Estates have remained very low, even during and immediately after the economic downturn of 2008.

"Vacancy has been just 2 percent over the 10 years, even though the economy has seen some hard times," Beale says. "We didn't set out to just build housing, but rather a community. We're pleased with the quality of the housing, the people and the residents."

Developments as successful as these don't go unnoticed by your peers. The company has just been made recipient of the 2014 Excellence in Real Estate Development award from LISC and the Community Development Advocates of Detroit, in association with the Masco Corporation Foundation.

RAD PROGRAM

"The deals were successful for Bob's company and ours," Frasco says. "When we teamed up on the joint venture, we had worked with state agencies and HUD, but not directly with public housing agencies. It's a whole new market with the RAD program, and we hope this experience gives our new venture a leg up on the competition."

RAD is HUD's new Rental Assistance Demonstration program – a pilot program that allows public housing agencies to convert units to a project-based Section 8 platform and will help preserve affordable units in danger of obsolescence. According to HUD, the 12 million units in its program have combined capital needs of nearly \$26 billion.

The new venture Frasco referred to is RAD Conversion Specialists, LLC – a joint venture between The Slavik Company and Premier



Property Management – that will allow them to share their combined 85 years of experience in affordable housing with public-housing directors deciding whether or not the RAD program is right for their agencies. The joint venture meshes the consulting and operations experience of Premier Property Management with the investment, development, construction and financing acumen of The Slavik Company.

"Our joint venture is a natural progression," said Frasco. "We brought the development and construction experience and Premier has significant experience managing all types of multifamily housing, including public housing and tax credit communities. We touch on all phases of development and are able to bring the full spectrum to the table."

the RAD program enables housing agencies to obtain funding to complete deferred maintenance, modernize residential units and mechanical systems and fund replacement reserves, thus reducing future operating and maintenance expenses.

"The RAD program is really an opportunity for public housing agencies to take advantage of what private development has done for years," says Robert Beale, also an executive director of a small housing agency in metropolitan Detroit. "Specifically, we can help identify where public housing agencies can achieve their goals by utilizing programs that are old to us but new to them."

RAD Conversion Specialists begins with an assessment phase, in which it analyzes the potential upside and downside of a RAD conversion, including a determination of whether to convert public housing units using project-based vouchers (PBV) or project-based rental assistance (PBRA).

If a conversion is determined to be advantageous and feasible, an application is submitted to HUD following Board approval and two meetings with residents to explain the agency's plan.

The implementation phase is where Beale says the partnership provides the most value. He cites its experience with low-income tax credits,

Federal Housing Administration loans, Home Funds, and Replacement Housing Factor (RHF) funds – as well as its previous success with their HOPE VI projects, which gave them the opportunity to demonstrate their respective talents, knowledge and experience.

RAD Conversion Specialists works cooperatively with housing agencies of varying sizes and capabilities.

"We are absolutely not looking for a controlling interest," Beale says. "We're looking to help public agencies operate their communities and possibly expand their role as local affordable housing owners and developers. That approach really sets us apart."

The City of Detroit filed for bankruptcy in federal court in July 2013. The \$18 billion worth of debt it reported in its Chapter 9 filing made it the largest bankruptcy in the country. Addressing the serious problem of blight is a major priority for the city's emergency manager, Kevyn Orr.

According to Reuters, the 78,000 structures the city characterizes as abandoned and blighted total about one-fifth of its housing stock and covers approximately 139 square miles.

Beale and Frasco, however, envision creative opportunities for recovery in a city long seen as a symbol of Rust Belt decay.

"I see Detroit coming out of bankruptcy a better city," Frasco says. "In becoming that, there's the potential for riding the course with private demand and real dollars."

RAD Conversion Specialists also sees itself riding the growth of public-private partnerships, which had been lagging in certain regions of the country and business sectors.

"Certainly, there's more acceptance of public-private partnerships. We have built on relationships and we're still building," Beale says. "All of this brings some level of uncertainty to Public Housing Agencies, I suppose, but because of the opportunities that RAD brings to public housing, there's definitely a high level of curiosity and willingness to investigate the program further." ■

RAD Conversion Specialists, LLC ("RCS") was formed for the specific purpose of sharing 85 years of combined affordable housing experience with PHA decision makers and assisting them navigate the path towards the successful redevelopment of their public housing portfolios.

RCS combines the management, consulting and operations experience of Premier Property Management, LLC ("Premier") and its principal, Robert Beale, with the development, construction, ownership and financing experience of The Slavik Company ("Slavik") and its principals. These two firms have over 85 years of combined experience developing, constructing, managing and owning affordable housing. Most recently, they have worked in partnership with the Detroit Housing Commission to redevelop two of Detroit's worst public housing projects into new and vibrant communities. These two developments, Woodbridge Estates and Cornerstone Estates, represent an investment of over \$98 million and includes the construction of 507 multi-family, mixed-income apartment units (including 238 public housing units), 60 for-sale homes and a 100-unit senior congregate apartment community (including 50 public housing units and 50 project-based Section 8 units). Each neighborhood includes open space, parks and a leasing/community center.

Like most of the other projects we have completed, this project required stakeholder input and feedback, coordinating the activities of the market analysts, environmental consultants, CNA consultants, lenders, tax credit investors, architects, engineers, general contractors and others.

Since its formation in 1999, Premier has provided management and/or consulting services for 100 affordable housing communities and currently manages 2,000 units of affordable or mixed-income housing, including 1,000 public housing units. In addition, Mr. Beale has been appointed as Executive Director/Management Agent for the South Lyon Housing Commission (from 2005 through present), the Ecorse Housing Commission (from 2006 through 2011) and the Clinton Township Housing Commission (from 2010 through 2012). Mr. Beale was responsible for turning all three troubled agencies into standard and/or high performers.

Slavik was formed in 1955 and continues its focus on providing high-quality, affordable housing throughout metropolitan Detroit. Since the early 1960's, Slavik has developed almost 3,000 subsidized senior apartment units and over 1,200 low-income or mixed-income multi-family rental units, including the construction of 238 public housing units at Woodbridge Estates and Cornerstone Estates.

RCS is currently providing consulting services to the Lapeer Housing Commission, Bay City Housing Commission and Marion Indiana Housing Authority to assist them through the RAD conversion process. We are development partners with the Paw Paw Housing Commission, Clinton Township Housing Commission and the Housing Authority of the City of Fayetteville Arkansas and are currently working with these housing agencies to rehabilitate, modernize and/or reconstruct their portfolios.

All of these efforts include the experience and knowledge of our affiliate general contractor, Slavik Building and Development, LLC. Steve Slavik has been in the construction and

apartment industries since he began working with his father as a teenager. Howard Katzman brings over twenty years of construction experience, including 226 units of affordable housing at Woodbridge Estates and Cornerstone Estates. All of these projects exceed the Enterprise Green Communities minimum standards and requirements.

Recent Experience

Cornerstone Estates – Phase III

Location: Detroit, MI
Units: 62 family rental units, including 39 public hsg. (new construction)
Total Development Costs: \$10,477,727
Total Construction Costs: \$7,574,638
Sources: Hope VI Loan - \$2,863,593; LIHTC Equity - \$7,046,181;
Brownfield Tax Credit Equity - \$567,953
Project Duration: October 2010 – October 2012
Owner: The Detroit Housing Commission
2211 Orleans
Detroit, Michigan 48207
Attn: Teanisha Eli, Director of Development
313.877.8812

Woodbridge Estates – Phase VI

Location: Detroit, MI
Units: 46 family rental units, including 14 public hsg. (new construction)
Total Development Costs: \$10,579,371
Total Construction Costs: \$7,840,233
Sources: Hope VI Loan - \$3,363,126; LIHTC Equity - \$6,603,461;
Brownfield Tax Credit Equity - \$216,533
Project Duration: January 2012 – November 2014
Owner: The Detroit Housing Commission
2211 Orleans
Detroit, Michigan 48207
Attn: Teanisha Eli, Director of Development
313.877.8812

Bridgeport Apartments

Location: Allegan, MI
Units: 49 family rental units (acquisition/rehab)
Total Development Costs: \$6,289,764
Total Construction Costs: \$2,445,942
Sources: FHA Loan - \$2,265,000; LIHTC Equity - \$3,935,000;
Project Duration: July 2013 – December 2015
Owner: Bridgeport Community LDHA, LLC
(entity related to RCS)

Paw Paw Housing Commission

Location: Paw Paw, MI
Units: 81 public housing, senior apartments (RAD Conversion and rehab)
Total Development Costs: \$7,342,429
Total Construction Costs: \$3,016,630
Sources: LIHTC Equity - \$5,145,823; PHA Funds - \$2,196,606
Project Duration: June 2015 - current (expected completion October 2017)
Owner: Paw Paw Housing Commission
205 Miller Court
Paw Paw, Michigan 48079
Attn: Patricia Winston, Executive Director
269.657.4776

Swayze Court Apartments

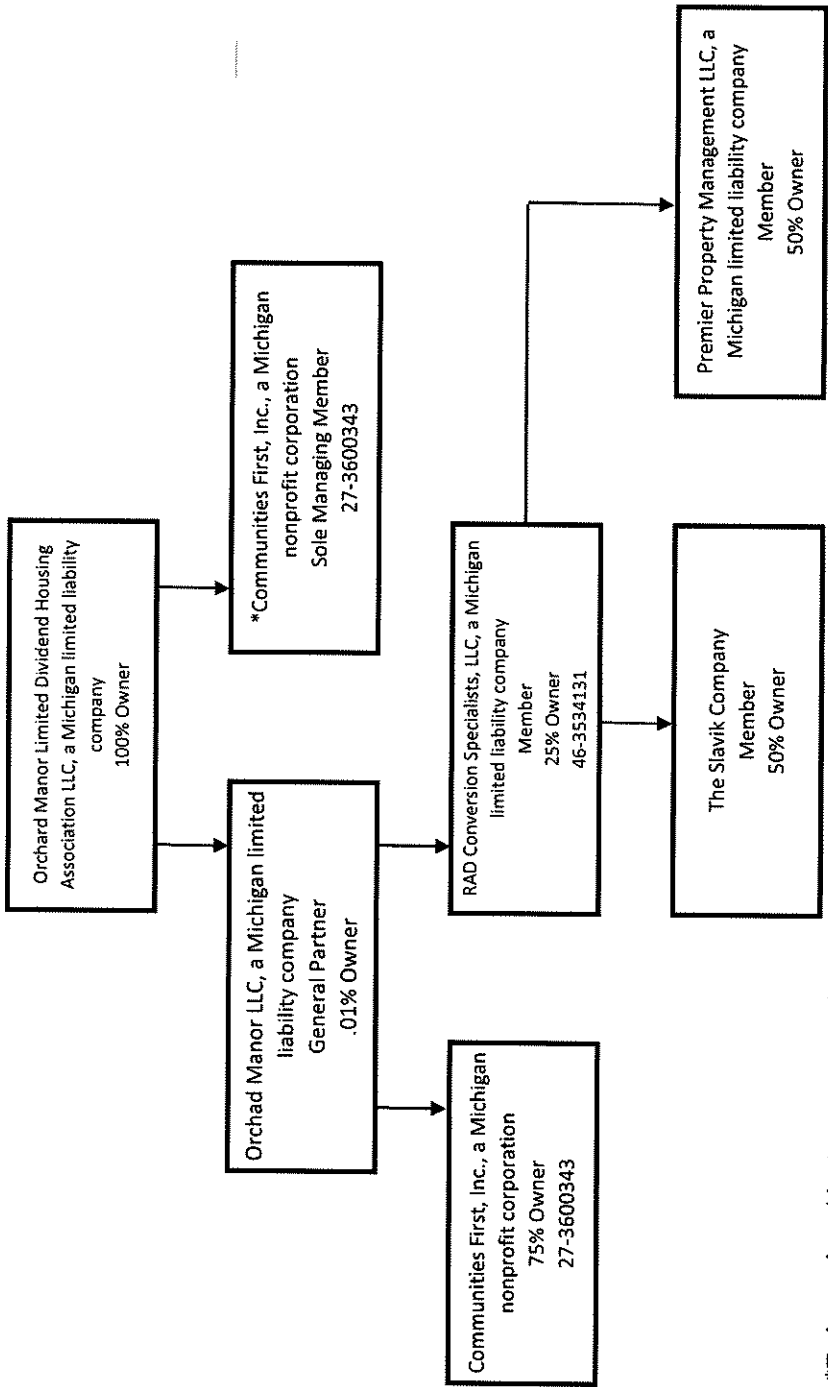
Location: Flint, MI
Units: 36 family rental units (historic rehab and new construction)
Total Development Costs: \$8,529,691
Total Construction Costs: \$5,923,720
Sources: LIHTC & Historic Equity - \$6,643,893; Flint HOME Funds - \$670,973; MSHDA HOME Funds - \$850,000; AHP Loan - \$400,000
Project Duration: June 2014 - current (expected completion September 2016)
Owner: Communities First, Inc. (non-profit developer)
415 West Court Street
Flint, Michigan 48502
Attn: Glenn Wilson, President
810.422.5358

Woodbridge Estates – Senior Apartments

Location: Detroit, MI
Units: 77 elderly designated, including 39 public housing and 16 market rate units (new construction)
Total Development Costs: \$15,924,000
Total Construction Costs: \$12,107,894
Sources: Hope VI Loan - \$3,700,000; LIHTC Equity - \$12,172,283; Other - \$51,717
Project Duration: October 2016 – December 2017
Owner: The Detroit Housing Commission
2211 Orleans
Detroit, Michigan 48207
Attn: Teanisha Eli, Director of Development
313.877.8812

A detailed list of RCS's experience with affordable housing is included on the following pages.

Proposed Organization Chart for
Orchard Manor Apartments



*To be replaced by Investor Member

OPTION TO PURCHASE REAL ESTATE AGREEMENT

This Option to Purchase Real Estate Agreement (the "Agreement") is made and entered into effective this October 9, 2020, by and between Second Chance Church with an address 1101 Carter Street, Flint 48532 (the "Seller") and Communities First, Inc., a Michigan non-profit corporation or an affiliate entity to be formed (the "Purchaser") with an address of 415 W. Court Street, Flint, MI 48503.

RECITALS:

WHEREAS, the Seller is the owner of certain land in the City of Flint, County of Genesee, State of Michigan legally described in Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Purchaser desires to purchase the Property and the Seller has agreed to sell the Property to Purchaser;

NOW, THEREFORE, in consideration of the mutual promises and agreements stated herein and in consideration of the earnest money paid, receipt of which is hereby acknowledged, the parties agree as follows:

I. OPTION TO PURCHASE

A. Option Grant and Consideration. Seller hereby grants to Purchaser the exclusive and irrevocable option to purchase the Property upon the terms and provisions of this Agreement (the "Option"). The Option shall only be exercisable during the period commencing on the date of execution of this Agreement and ending October 10, 2021 (the "Option Term"). As consideration for the Option during the Option Term, Purchaser will deliver to Cinnaire Title Company (the "Title Company") within three (3) days of the execution hereof the sum of One Thousand and 00/100 Dollars (\$1,000.00) in the form of check payable to Seller (the "Option Consideration") which shall be held by the Title Company and shall be applied as hereinafter provided. Purchaser may request an extension of the Option Term for no more than two (2) additional six (6) month terms ("Extension") by payment of an additional One Thousand and 00/100 Dollars (\$1,000.00) for each Extension no later than the date of the commencement of each Extension of the Option Term. In no event shall the Expiration Date occur later than October 10, 2022. Any additional payment made hereunder shall be considered part of the Option Consideration, and shall be held by the Title Company and shall be applied as hereinafter provided.

B. Exercise of Option. The Option may be exercised by Purchaser by delivery to Seller during the Option Term or the Extensions of notice in writing of the exercise of the Option.

C. Expiration of Option. If Purchaser fails to properly exercise the Option as provided herein the Option shall expire absolutely and Purchaser shall have no right to purchase the Property or any remaining portion thereof. In such event Seller shall retain the Option Consideration as its sole and exclusive consideration for the Option and Seller shall be entitled to no other remedy or recourse whatsoever against Purchaser arising out of Purchaser's failure to exercise the Option.

D. Option Consideration applied at Closing. The Option Consideration shall each be applied against the Purchase Price upon Closing (as hereinafter defined).

II. PURCHASE PRICE AND PAYMENT OF PURCHASE PRICE.

A. Price. The purchase price (the "Purchase Price") for the Property upon exercise of the Option is One Hundred Thousand and 00/100 (\$100,000.00) Dollars (the "Purchase Price"). The Purchase Price is payable by the Purchaser to the Seller in US Dollars at the Closing plus or minus prorations or other adjustments made pursuant to the terms of this Agreement.

III. TITLE AND TITLE COMMITMENT.

A. Title. At the Closing, Seller shall transfer the Property to Purchaser, by Warranty Deed, free of any liens or encumbrances made by the Seller except for those expressly waived or approved by the Purchaser in writing or specifically authorized by the terms of this Agreement.

B. Title Commitment. Following the delivery of the notice of exercise of this Option for the Property, Title examination will be conducted and completed prior to the closing in the following manner:

(1) The Seller shall furnish an updated title commitment (the "Title Commitment") for an owner's title insurance policy in the amount of the Purchase Price of the Property together with legible copies of all exceptions of record referenced therein.

(2) Purchaser shall have twenty (20) days after receipt of Title Commitment to examine title to the Property. If the title documents show conditions unacceptable to Purchaser, Purchaser shall notify the Seller in writing of its specific objections within the 20-day period. Purchaser shall be deemed to have waived any title objections not made within the 20-day period provided for above. Said waiver, however, shall not operate as a waiver of the Seller's covenants in the Warranty Deed. The following exceptions ("Permitted Exceptions") shall not be considered objections to marketable title:

- (a) Reservation of any minerals or mineral rights to State of Michigan;
- (b) Utility, drainage and highway easements that do not interfere with the use of the Property;
- (c) Building and zoning laws, ordinances and state and federal regulations;
- (d) Terms and conditions of this Agreement and those referenced herein and attached hereto;
- (e) Easements, encroachments and restrictions shown on the Plat.

(3) The Seller shall have forty-five (45) days from receipt of Purchaser's written objections (the "Objections") to make title marketable. Upon receipt of Purchaser's Objections, the Seller shall, within ten (10) days, notify Purchaser of the Seller's intent to make title marketable or

insurable within the 45-day period. Pending correction of title, Closing shall be postponed, but the Seller shall pursue cure of defects in a diligent manner. Within twenty (20) days of written notice to Purchaser of correction of title, the parties shall perform this Agreement in accordance with its terms. Upon failure of the Seller to provide notice of intention to make title marketable, or if notice is furnished but the 45-day period expires without title being made marketable and said 45-day period has not been extended by written agreement signed by both parties, Purchaser may terminate this Agreement and receive a refund of the Earnest Money. Neither party shall be liable to the other party for damages hereunder, and both parties agree to sign a cancellation of purchase agreement if requested by the other party. If title is found marketable or is made marketable within the allowable time and Purchaser shall default in any of the terms of this Agreement and stay in default for a period of twenty (20) days, the Seller may terminate this Agreement and upon such termination be entitled to the remedies provided herein and such other remedies as the law allows.

C. Possession. Possession of the Property shall be delivered by the Seller to Purchaser on the date of Closing.

IV. INSPECTION AND ENVIRONMENTAL.

A. As Is. Purchaser shall take the Property in an "as is" condition and shall assume the risk of any and all adverse environmental conditions. The Seller represents and warrants that during its ownership, to its knowledge, it has taken no actions that would negatively impact the environmental condition of the Property.

B. Copies of Information. Upon the execution of this Agreement, the Seller shall provide Purchaser with true and correct copies of all studies, correspondence and other data in the Seller's possession with respect to the environmental condition of the Property.

C. Inspection. Purchaser shall have the right to have prepared, at its sole cost, a survey of the Property. Purchaser shall have the right until the expiration of the Option Term and any applicable Extensions (such period being referred to herein as the "Inspection Period") to enter onto the Property for the purposes of preparing a survey. The Seller will deliver to the Purchaser any survey it has in its possession. Purchaser shall also have the right to make inspections, measurements and tests, soil and other tests it deems desirable at its sole cost. Purchaser agrees to indemnify, defend and hold the Seller and the Property harmless from any cost, charge, lien and/or claim associated with, occasioned by, or arising out of Purchaser's such entry on the Property.

V. CONDITIONS PRIOR TO CLOSING.

A. Performance by Purchaser. Closing shall be held as provided in Article VIII herein upon the completion by the Purchaser of certain conditions to the satisfaction of the Seller.

VI. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SELLER AND THE PURCHASER.

A. The Purchaser Warranties, Representations and Covenants. The Purchaser represents, warrants and covenants as follows:

(1) The execution and delivery of this Agreement by Purchaser and the consummation of the transaction contemplated hereby are within the powers of Purchaser, and this Agreement shall be binding and valid.

(2) That Purchaser has the financial capacity to meet its obligations specified in this Agreement.

(3) That Purchaser will comply with and timely perform all of its obligations specified in this Agreement and all documents referenced herein and/or attached hereto.

(4) Purchaser will indemnify the Seller, its successors and assigns against, and will hold the Seller, its successors and assigns, harmless from any expenses or damages, including reasonable attorney's fees, that the Seller incurs because of the breach of any of its representations and warranties, whether such breach is discovered before or after Closing. Consummation of this Agreement by the Seller with knowledge of any such breach by the Purchaser will not constitute a waiver or release by the Seller of any claims due to such breach.

These representations and warranties shall be true and correct on the Closing Date and shall survive the Closing.

B. Seller's Warranties, Representations and Covenants. The Seller represents, warrants and covenants as follows:

(1) In accordance with the terms of this Agreement, the Seller shall convey fee title to the property by Warranty Deed with all such warranties and representations that such deed implies.

(2) Neither the Seller nor any agent or employee of Seller has knowledge of or has received notice of any suits, judgments or violations relating to or at the Property of any laws, ordinances or regulations, including but not limited to zoning, building, fire, health, pollution, environmental protection or waste disposal ordinances, codes, laws or regulations, which have not been corrected.

(3) To the Seller's knowledge, there are no hazardous wastes, wells, abandoned wells, underground storage tanks or individual sewage treatment facilities on the Property, and there has been no dumping during its ownership which would adversely affect the development of the Property.

(4) The Property is not within a designated 100-year flood plain area.

(5) There are no existing private covenants, conditions or restrictions of record with respect to the Property except as disclosed herein.

(6) The Seller makes no representations regarding future real estate taxes or assessments for the Property.

(7) There are no delinquent taxes against the Property.

(8) At the time of Closing, the Property shall not be subject to any outstanding leases or rights of occupancy, or any unrecorded documents containing interests in the Property.

(9) There has been no labor or material furnished to the Property for which complete payment has not been made and acknowledged.

(10) The Seller will cooperate with the Purchaser and join with Purchaser in executing any applications required by Purchaser in connection with rezoning as required by Purchaser's intended use of the Property as described herein. All costs and expenses incurred in obtaining such approvals shall be borne by Purchaser.

(11) Acceptable access to and egress from the Property is available and provided by public streets or roads; and, to the best of the Seller's knowledge, there are no federal, state, county, municipal or other governmental plans to change the highway or road system in the vicinity of the Property or to restrict or change access from any such highway or road to the Property.

(12) The Seller will indemnify the Purchaser, its successors and assigns, against, and will hold Purchaser, its successors and assigns harmless from, any expenses or damages, including reasonable attorney's fees, that Purchaser incurs because of the breach of any of its representations and warranties, whether such breach is discovered before or after the conveyance of the Property.

These representations and warranties shall be true and correct on the Closing Date and shall survive the Closing.

VII. TAXES AND ASSESSMENTS, FEES AND PRORATIONS.

A. Taxes Shall Be Prorated. Real estate taxes attributable to the Property due and payable in the year of closing shall be prorated to the date of Closing. Real estate taxes attributable to the Property and due and payable in years prior to the year of Closing shall be paid by the Seller. The Purchaser shall pay real estate taxes attributable to the Property and due and payable in the years following the year of closing.

B. Prorations. All items customarily prorated and adjusted in connection with the closing of the sale of the Property shall be prorated as of the date of Closing. It shall be assumed that the Seller shall own the Property for the entire day of Closing.

C. Special Assessment. The Seller shall pay all special assessments as of the date of Closing if they are pending, assessed, or levied and unpaid but payable.

VIII. CLOSING.

A. Closing Date. The Closing of the purchase and sale contemplated by this Agreement shall occur within ninety (90) days of the Option Term and any applicable Extension; or such other time as is mutually agreed upon by the parties.

B. Closing Location. The Closing shall take place at such time and place to be mutually agreed upon by the parties.

C. Seller's Closing Documents and Obligations. The Seller will execute and deliver the following:

(1) A Warranty Deed conveying the Property to Purchaser.

(2) An Affidavit of Title by the Seller indicating that there are no unsatisfied judgments, tax liens or bankruptcies against or involving the Seller affecting the Property, and that there has been no labor or material furnished to the Property contracted for by Seller for which payment has not been made or for which mechanics' liens could be filed, and there are no other unrecorded interests in the Property created by the Seller.

(3) All other documents reasonably required by this Agreement to transfer Property to the Purchaser in accordance with this Agreement.

D. Purchaser's Closing Documents and Obligations. Purchaser will execute and deliver the following:

(1) The balance of the Purchase Price.

(2) Such other documents as may be reasonably required in order to record the Closing Documents and complete the transaction contemplated herein.

E. Allocation of Costs at Closing. The Seller and the Purchaser agree that all prorations of costs and expenses for the sale and purchase contemplated by this Agreement will be made at closing unless otherwise specifically stated in accordance with local standards and/or rules. Each party shall pay its own real estate brokerage fees or real estate commissions or finder's fees. All other costs shall be allocated in accordance with the customs prevailing in similar transactions.

IX. COMMISSIONS.

A. Indemnity by Seller. Seller hereby agrees to indemnify and to hold Purchaser harmless from any claim for any real estate brokerage fee or real estate commission or finder's fee that may be claimed by any other party through the Seller.

B. Indemnity by Purchaser. Purchaser hereby agrees to indemnify and to hold the Seller harmless from any claim for any real estate brokerage fee or real estate commission or finder's fee that may be claimed by any other party through the Purchaser.

X. DEFAULT AND REMEDIES UPON TERMINATION.

A. Purchaser's Remedies. If the Seller defaults under this Agreement for any reason (other than Purchaser's default), Purchaser shall be entitled to terminate this Agreement in which event the Earnest Money, plus interest if any, shall be promptly refunded to Purchaser. Purchaser may recover from the Seller any and all damages suffered by Purchaser as a result of such default, provided however, that such damages shall include only the actual costs and expenses incurred by Purchaser in preparation for the consummation of the transaction contemplated by this Agreement, including, without limitation, fees and charges paid to consultants in connection with Purchaser's due diligence efforts, including reasonable attorneys' fees, but shall not include lost profits or other compensatory or punitive damages.

B. Seller's Remedies. If Purchaser defaults under this Agreement for any reason (other than the Seller's default) prior to the Closing Date, the Seller shall be entitled to terminate this Agreement and to retain the Earnest Money paid by Purchaser pursuant to this Agreement.

C. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

XI. NOTICES.

A. Any notice required or permitted hereunder shall be deemed to have been given when i) the recipient acknowledges receipt via written communication to sender or ii) said notice is deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested addressed to the Seller or the Purchaser, as the case may be, at the address noted above.

XII. MISCELLANEOUS.

A. Amendments. This Agreement may be amended only by written instrument executed by both the Seller and the Purchaser.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

C. Survival. All warranties, representations and covenants of the Seller and the Purchaser in this Agreement shall survive and not be merged into the documents of conveyance, and shall be enforceable after the closing. The Seller and the Purchaser shall indemnify the other against any breach by such party.

D. Entire Agreement, Modifications. This Agreement constitutes the complete agreement between the parties regarding the transactions contemplated herein and supersedes any prior oral or written agreements regarding the Property. There are no agreements, covenants, representations, warranties or restrictions between the parties, other than those stated herein. No covenant, term or condition of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing signed by the party charged with such waiver.

E. Severability. In the event any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be affected or impaired thereby.

F. Successors. This Agreement shall be binding upon the successors, heirs, and assigns of the Seller and the Purchaser.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
day and year first written.

PURCHASER: **Communities First, Inc**

By: 

Print Name: Glenn A. Wilson

Title: President & CEO

Date: 10-8-2020

SELLER: **Second Chance Church**

By: 

Print Name: DERRICK A. WORRELL

Title: PASTOR

Date: OCT 8, 2020

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PLAT OF SECS. 2, 3, 4, 5, 6 AND 8 BEING PART OF THE RESERVE AT AND NEAR THE GRAND TRAVERSE ON FLINT RIVER. PART OF LOT 8, SEC 4 DESC AS: BEG AT NWLYCOR OF PLAT OF MOTT PARK; TH WLY ALG C.L OF FLUSHING RD TO NELY COR OF PLAT OF GLEN HAVEN; TH SLY ALG ELY LINE OF LOTS 1 AND 67 OF GLEN HAVEN 270.24 FT TO NELY LINE OF SD LOT 67; TH SELY AIG SD NELY LINE AND ITS SELY EXT 118.63 FT; TH SELY 54.0 FT TO A PT IN WLY LINE OF PLAT OF MOTT PARK RD. AT COM COR OF LOTS 41 AND 42, BLK 1 OF SD PLAT; TH NLY ALG SD WLY LINE 380.68 FT TO BEG; EXC THAT PART LYING NLY OF SLY LINE OF FLUSHING RD.

**Orchard Manor Apartments
Flint, MI**

SOURCES & USES OF FUNDS Summary	
SOURCES	
Conventional Financing	1,250,000
Tax Credit Equity @	5,710,319
Deferred Developer Fees	280,369
Grants & Developer Equity	900,000
TOTAL SOURCES	<u>\$8,140,688</u>
USES	
Acquisition of Land and Buildings	100,000
Hard Construction and A&E	6,080,791
Soft Costs	1,959,897
TOTAL USES	<u>8,140,688</u>

Property: Orchard Manor Apartments RESIDENTIAL
Flint, MI

		Initial		Future		Begin in		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Income		Infliator	Year	Infliator	Year																	
Annual Rental Income		2.00%	6	2.00%	6			252,108	257,150	262,293	267,539	272,890	278,348	283,915	289,593	295,385	301,292	307,318	313,465	319,734	326,129	332,651
Annual Non-Rental Income		2.00%	6	2.00%	6			8,215	8,379	8,547	8,718	8,892	9,070	9,251	9,436	9,625	9,818	10,014	10,214	10,419	10,627	10,840
Residential Vacancy Loss		5.00%	6	5.00%	6			12,605	12,858	13,115	13,377	13,644	13,917	14,196	14,480	14,769	15,065	15,366	15,673	15,987	16,306	16,633
Total Project Revenue						247,718		252,672	257,725	262,880	268,137	273,500	278,970	284,550	290,241	296,045	301,966	308,006	314,166	320,449	326,858	333,258
Expenses																						
Management		3.00%				12,741		13,123	13,517	13,922	14,340	14,770	15,213	15,670	16,140	16,624	17,123	17,637	18,166	18,711	19,272	19,849
Administration		3.00%				15,407		15,869	16,345	16,836	17,341	17,861	18,397	18,949	19,517	20,103	20,706	21,327	21,967	22,626	23,304	23,999
Common Electricity		3.00%	6	3.00%	6	11,005		11,335	11,675	12,025	12,386	12,758	13,141	13,535	13,941	14,359	14,790	15,233	15,690	16,161	16,646	17,145
Water & Sewer		3.00%	6	3.00%	6	15,841		16,316	16,806	17,310	17,829	18,364	18,915	19,482	20,067	20,669	21,289	21,928	22,585	23,263	23,961	24,678
Operating & Maintenance		3.00%				30,318		31,228	32,164	33,129	34,123	35,147	36,201	37,287	38,406	39,558	40,745	41,967	43,226	44,523	45,859	47,234
Real Estate Taxes		3.00%				8,633		8,892	9,159	9,434	9,717	10,008	10,308	10,618	10,936	11,264	11,602	11,950	12,309	12,678	13,058	13,448
Insurance		3.00%				9,300		9,579	9,866	10,162	10,467	10,781	11,105	11,438	11,781	12,134	12,498	12,869	13,246	13,627	14,012	14,401
Payroll & Benefits		3.00%				42,129		43,393	44,695	46,035	47,417	48,839	50,304	51,813	53,368	54,969	56,618	58,316	60,066	61,868	63,724	65,635
Total Operating Expenses						145,374		148,735	152,227	155,854	159,520	163,329	167,284	171,388	175,544	179,854	184,320	188,944	193,728	198,674	203,784	209,059
Rep. Reserve		2.00%				9,300		9,486	9,676	9,869	10,067	10,268	10,473	10,683	10,896	11,114	11,337	11,563	11,795	12,031	12,271	12,515
Net Operating Income						93,043		93,451	93,822	94,156	94,451	94,704	94,913	95,075	95,189	95,251	95,259	95,210	95,102	94,932	94,695	94,390
Primary Debt Service						80,523		80,523	80,523	80,523	80,523	80,523	80,523	80,523	80,523	80,523	80,523	80,523	80,523	80,523	80,523	80,523
Cash Flow						12,520		12,927	13,299	13,633	8,357	14,181	14,389	14,552	14,665	14,728	14,736	14,687	14,579	14,408	14,172	13,925

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Property: Orchard Manor Apartments

		Proforma Rents			
		CFI Proforma			
		FY 2022			
Unit Type	# of units	Gross Rent per unit (\$)	Utility Allowance (\$)	Contract Rent per unit (\$)	Total (\$)
1BR/1BA (30%)	6	360	91	269	1,614
2BR/1BA (30%)	1	432	121	311	311
1BR/1BA (40%)	2	480	91	389	778
2BR/1BA (40%)	1	576	121	455	455
1BR/1BA (60%)	1	720	91	629	629
2BR/1BA (60%)	2	864	121	743	1,486
1BR/1BA (80%)	5	891	91	800	4,000
2BR/1BA (80%)	5	938	121	817	4,085
3BR/2BA (80%)	1	1,076	150	926	926
1BR/1BA (Mkt)	2	875		875	1,750
2BR/1BA (Mkt)	4	975		975	3,900
3BR/2BA (Mkt)	1	1,075		1,075	1,075
Total:					21,009
Annual Total:					252,108