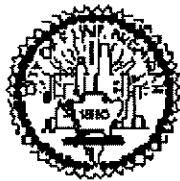


City of Flint, Michigan

*Third Floor, City Hall
1101 S. Saginaw Street
Flint, Michigan 48502
www.cityofflint.com*



Meeting Agenda - Final

Monday, October 10, 2022

5:30 PM

Council Chambers

CITY COUNCIL

*Dennis Pfeiffer, President, Ward 8
Allie Herkenroder, Vice President, Ward 7*

*Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5*

*Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6*

Eva L. Worthing, Ward 9

Davina Donahue, Interim City Clerk

CALL TO ORDER**ROLL CALL****READING OF DISORDERLY PERSONS CITY CODE SUBSECTION**

Any person that persists in disrupting this meeting will be in violation of Flint City Code Section 31-10, Disorderly Conduct, Assault and Battery, and Disorderly Persons, and will be subject to arrest for a misdemeanor. Any person who prevents the peaceful and orderly conduct of any meeting will be given one warning. If they persist in disrupting the meeting, that individual will be subject to arrest. Violators shall be removed from meetings.

PLEDGE OF ALLEGIANCE**PRAYER OR BLESSING****REQUESTS FOR CHANGES OR ADDITIONS TO AGENDA**

Council shall vote to adopt any amended agenda.

PRESENTATION OF MINUTES

220444 Summary Minutes/Flint City Council/Regular Meeting/September 26, 2022

Summary Minutes of the Flint City Council regular meeting held Monday, September 26, 2022, at 8 p.m., in the City Council Chambers, 3rd Floor, City Hall.

PUBLIC HEARINGS

220380.6 Ordinance No. 220380

A Public Hearing on Ordinance No. 220380, an ordinance to amend the Code of the City of Flint by amending Chapter 50 (Zoning), Section 50-80 (Marihuana Facilities).

PUBLIC SPEAKING

Per the amended Rules Governing Meetings of the Council (as adopted by the City Council on Monday, June 12, 2017), three (3) minutes per speaker. Only one speaking opportunity per speaker. Numbered slips will be provided prior to the start of the meeting to those wishing to speak during this agenda item.

COUNCIL RESPONSE**PETITIONS AND UNOFFICIAL COMMUNICATIONS**

- 220441** Entire Tribunal Property Tax Petition/Michigan Tax Tribunal/Law Offices of Fred Gordon, PC v City of Flint/MOHR Docket No. 22-002206

Communication dated September 9, 2022, re: Entire Tribunal Property Tax Petition and Proof of Service filed with the Michigan Tax Tribunal by the Law Offices of Fred Gordon, PC, regarding Parcel Nos. 41-20-326-001, 41-20-303-001 and 41-20-302-001.

COMMUNICATIONS (from Mayor and other City Officials)

- 220442** Weekly Traffic Control Update

Email received September 25, 2022, from Traffic Engineering and DPW, identifying the latest lane closures and ramp closures for the I-69 and I-475 Reconstruction projects.

- 220443** Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (10) dated August, September and October 2022, for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

ADDITIONAL COMMUNICATIONS

APPOINTMENTS

RESOLUTIONS

- 220425** Additional Funding/Clark Commons III, LDHA/Choice Neighborhoods Initiative/Blight/Housing/American Rescue Plan Act (ARPA) Funding

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to make funding available in the amount of \$2,000,000.00 for gap financing to Clark Commons III, LDHA, for the Clark Commons development underway as part of the City's Choice Neighborhoods Initiative. Before funds are distributed, the city's ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest U.S. Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act (ARPA) Fund (287).

- 220434** Agreement/City of Flint/Michigan Department of Natural Resources (DNR)/Amendment/Two Agreements/Establishment/Operation/State Park

Resolution resolving that the appropriate city officials, upon City Council's approval, to do all things necessary to enter into a lease agreement with the State of Michigan Department of Natural Resources (DNR), as well as enter into amendments of the two identified preexisting agreements as appropriate, for the sole purposes of establishing and operating a state park.

- 220435** Lease Agreement/City of Flint/Flint Housing Commission/MHT Housing, Inc./Floral Park PLT

Resolution resolving that the Flint City Council authorizes the appropriate city officials to enter into a Lease Agreement with the Flint Housing Commission and MHT Housing, Inc. on the conditions specified in the document.

- 220436** Street Conversion/Beach Street/Two-Way Traffic

Resolution resolving that the traffic lanes on Beach Street, from Ninth Street to Fifth Street, as well as Beach Street from Tenth Street to Twelfth Street, be converted to two-way traffic.

- 220437** Designation of Street Administrator/Michigan Department of Transportation (MDOT)/Rodney McGaha

Resolution resolving that the Flint City Council designates Rodney McGaha as Street Administrator for the City of Flint.

- 220438** Employment Agreement/Interim City Clerk/Davina Donahue

Resolution resolving that the appropriate city official is hereby authorized to enter into an Employment Agreement with Davina Donahue at the rate listed above, retroactive to the commencement of her employment as Interim City Clerk on October 1, 2022. [The annual salary is \$70,817.76, or \$34.047 an hour.]

RESOLUTIONS (May be Referred from Special Affairs)

- 220426** Deere Credit Services, Inc./Two (2) Lease-End Buyouts/410L Backhoes

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to do issue a Purchase Order to Deere Credit Services, Inc., for the lease-end buyout (purchase) of two (2) 410L backhoes, in an amount NOT-TO-EXCEED \$135,045.98, as requested by Fleet [Fleet/Central Garage Rentals Fund Acct. No. 661-229.000-977.000.]

- 220427** Contract/Wade Trim, Inc./Construction Engineering Services/Saginaw Street Bricks

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to enter into a contract with Wade Trim, Inc. for construction engineering services for reconstruction of the Saginaw Street bricks, as requested by DPW, in an amount NOT-TO-EXCEED \$829,680.00 [Major Street Fund Acct. No. 202-450.202-801.000].

- 220428** CO#1/Great Lakes Tree Experts/Lakewood Drive Urban Forestry Project

Resolution resolving that the Division of Purchases & Supplies, upon City

Council's approval, is hereby authorized to issue a [change order to the] Purchase Order to Great Lakes Tree Experts for the Lakewood Drive Urban Forestry project, as requested by Streets, in an amount NOT-TO-EXCEED \$9,700.00, for a total contract amount NOT-TO-EXCEED \$104,700.00 [Local Streets Tree Maintenance Fund Acct. No. 203-449.215-801.000.

220429 CO#1/Contract/L. D'Agostini & Sons, Inc./Secondary Water Source Pipeline

Resolution resolving that the Division of Purchases and Supplies, upon City Council's approval, is hereby authorized to issue Change Order No. 1 to L. D'Agostini & Sons, Inc., in an amount NOT-TO-EXCEED \$205,000.00, as requested by DPW [FEPA18WIIN-1 Fund Acct. No 496-536.801-802.068].

220430 CO#4/Contract/Extend Contract/Rowe Professional Services Co./Comprehensive Zoning Services

Resolution resolving that city officials, upon City Council's approval, are authorized to do all things necessary to enter into Change Order #4 to Contract 20-044 with Rowe Professional Services Co. until June 30, 2023, and to add \$80,000.00 to continue their provision of comprehensive zoning services, for a total contract amount of \$260,000.00, as requested by Planning & Development [Planning & Development Medical Marijuana Compliance Professional Services Acct. No. 101-703.000-801.000 = \$50,000.00 and Kellogg Economic and Community Development Grant Acct. No. 296-737.861-801.000 = \$30,000.00.]

220431 CO#1/Agreement/City of Flint/County of Genesee/Flint Holding Facility Operation

Resolution resolving that the appropriate city officials are to do all things necessary to issue Change Order No. 1 to Genesee County, in an amount NOT-TO-EXCEED \$200,000.00, for a total revised contract amount NOT-TO-EXCEED \$2,758,516.00 [General Fund Professional Services Acct. No. 101-302.205-801.000.]

220432 Budget Amendment/Transfer of Funds/Parks & Recreation

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to complete a budget amendment to move \$200,000.00 from OFAEC-2021 [296-737.310-963.000] to the Parks & Recreation Fund [208-931.101-699.000] and appropriate it in the Parks and Recreation operating budget.

220433 Budget Amendment/Transfer of Funds/Parks & Recreation/St. Johns Memorial Park Project

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to complete a budget amendment to transfer \$250,000.00 from the General Fund [101-966.000-995.000] to the Parks & Recreation Fund [208-931.101-699.000] and appropriate it in the Parks and Recreation fund.

LIQUOR LICENSES

INTRODUCTION AND FIRST READING OF ORDINANCES

SECOND READING AND ENACTMENT OF ORDINANCES

220380 Ordinance/Chapter 50 (Zoning)/Amending Section 50-80 (Marihuana Facilities)

An ordinance to amend the Code of the City of Flint by amending Chapter 50 (Zoning), Section 50-80 (Marihuana Facilities).

ADDITIONAL DISCUSSION ITEMS

FINAL COUNCIL COMMENTS

ADJOURNMENT

City of Flint, Michigan

Third Floor, City Hall
1101 S. Saginaw Street
Flint, Michigan 48502
www.cityofflint.com



Meeting Minutes - Draft

Monday, September 26, 2022

8:00 PM

*

Council Chambers

CITY COUNCIL

Dennis Pfeiffer, President, Ward 8
Allie Herkenroder, Vice President, Ward 7

Eric Mays, Ward 1
Quincy Murphy, Ward 3
Jerri Winfrey-Carter, Ward 5

Eva L. Worthing, Ward 9

Ladel Lewis, Ward 2
Judy Priestley, Ward 4
Tonya Burns, Ward 6

Inez M. Brown, City Clerk

Davina Donahue, Deputy Clerk

CALL TO ORDER

President Dennis Pfeiffer called this meeting to order at 8 p.m.

ROLL CALL

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

PLEDGE OF ALLEGIANCE

Councilperson Tonya Burns led the Pledge of Allegiance.

PRAYER OR BLESSING

Councilperson Ladel Lewis gave the blessing.

REQUESTS FOR CHANGES AND/OR ADDITIONS TO AGENDA

Councilperson Worthing asked to discuss Resolution No. 220412 (water credits) before Public Hearings. The vote was 5-4 (No: Mays, Priestley, Winfrey-Carter, Burns). Councilperson Mays asked to have a 5–6-minute discussion on the vacant Ombudsperson position. The vote was 8-1 (No: Worthing). Councilperson Mays asked for a 5–6-minute discussion on the city's Witness Protection Program. The vote was 5-4 (No: Lewis, Murphy, Herkenroder, Worthing).

PRESENTATION OF MINUTES

220413 Summary Minutes/Flint City Council/Regular Meeting/September 12, 2022

Summary Minutes of the Flint City Council regular meeting held Monday, September 12, 2022, at 9 p.m., in the City Council Chambers, 3rd Floor, City Hall.

The motion was to accept the minutes with any corrections.

A motion was made by Councilperson Mays, seconded by Councilperson Murphy, that this matter be Placed on File. The motion carried by the following vote:

Aye: 9 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

SPECIAL ORDERS

220398 Special Order/St. Johns Historical Committee, LLC

A Special Order as requested by Councilperson Lewis and Councilperson Murphy to discuss the St. Johns Historical Committee, LLC, for 15 minutes.

Discussed

MOTION

Councilperson Mays, with support from Councilperson Burns, made a motion to give the St. Johns Historical Society more time than the 15 minutes allotted. The vote was 9-0.

CALL THE QUESTION

Before the vote on allocating \$500,000.00 to the St. Johns Historical Park, Councilperson Mays, with support from Councilperson Murphy, made a motion to Call the Question. The vote was 2-7 (No: Mays, Lewis, Murphy, Priestley, Winfrey-Carter, Burns, Pfeiffer).

MOTION

Councilperson Mays, with support from Councilperson Murphy, made a motion to give the St. Johns Historical Society \$500,000.00 from American Rescue Plan Act (ARPA) funds. The vote was 9-0.

RESOLUTIONS

220439 Provide Funding/Capital Improvements/Proposed St. John Memorial Park/American Rescue Plan Act (ARPA) Funding

Resolution resolving that the appropriate city officials are authorized to do all things necessary to make funding available, in the amount of \$500,000.00, for capital improvements to be made at the proposed St. John Memorial Park. Before funds are distributed, the city's ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest U.S. Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act (ARPA) Fund (287).

A motion was made by Councilperson Mays, seconded by Councilperson Murphy, that this matter be Adopted. The motion carried by the following vote:

Aye: 9 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

SPECIAL ORDERS CONTINUED

220420 Special Order/Vacant Ombudsperson Position

A Special Order as requested by Councilperson Mays to discuss the vacant Ombudsperson position for 5-6 minutes.

Discussed

220421 Special Order/Witness Protection Program

A Special Order as requested by Councilperson Mays to discuss the city's Witness Protection Policy for 5-6 minutes.

Discussed

RESOLUTIONS CONTINUED

220412 Addressing Water Bills/City of Flint/American Rescue Plan Act (ARPA) Funding

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to facilitate a \$300.00 water credit per residential household, NOT-TO-EXCEED \$8,600,000.00, for those accounts with active meters as of the date credits are applied. Before funds are distributed, the city's ARPA administration, compliance and implementation firm shall review and ensure compliance with the latest U.S. Department of Treasury final rules. Funds will be paid from the American Rescue Plan Act (ARPA) Fund (287).

A motion was made by Councilperson Worthing that this matter be Adopted. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Murphy, Vice President Herkenroder, Councilperson Pfeiffer and Councilperson Worthing

No: 2 - Councilperson Winfrey-Carter and Councilperson Burns

Absent: 2 - Councilperson Mays and Councilperson Priestley

PUBLIC HEARINGS

220364.6 Ordinance No. 220364.1

A Public Hearing on Ordinance No. 220364.1, an ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.16 (Job Description and Qualifications), City Clerk. [NOTE: Ordinance amended to add "or five years of relevant work experience" under Minimum Entrance Requirements.]

HEARING HELD

PUBLIC SPEAKING

Public Speaking was held.

COMMUNICATIONS (from Mayor and other City Officials)

220414 Weekly Traffic Control Update

Email received September 12 and 19, 2022, from Traffic Engineering and DPW, identifying the latest lane closures and ramp closures for the I-69 and I-475 Reconstruction projects.

This Matter was Placed on File on the Consent Agenda.

220415 Traffic Engineering/Closure Permits

Sidewalk, Lane and Street Closure permits (11) dated August September 2022,

for requested activities/events, with noted responsibility for the placement of the required traffic control devices, and/or personnel, for the protection of traffic and event participants.

This Matter was Placed on File on the Consent Agenda.

ROLL CALL

Councilperson Worthing left at 9:58 p.m.

Present: Councilperson: Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Herkenroder and Councilperson Pfeiffer

Absent: Councilperson: Councilperson Worthing

RESOLUTIONS CONTINUED

220400 Three-Year Contract/Trio Paint Co./General Contracting Services

Resolution resolving that the appropriate city officials, upon City Council's approval, are hereby authorized to enter into a three-year contract with Trio Paint Co. for an annual amount NOT-TO-EXCEED \$100,000.00 for each fiscal year, as requested by Maintenance [Public Improvement Fund Acct. No. 444-230.200-976.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220401 Contract Extension/Ferguson Waterworks/Water Service Repair Parts

Resolution resolving that the Water Service Center, upon City Council's approval, can extend the bid with Ferguson Waterworks through FY2023, and that the Division of Purchases and Supplies can hereby issue a Purchase Order to Ferguson Waterworks, in an amount NOT-TO-EXCEED \$140,000.00 [Water Fund WSC Repair Parts Acct. No. 591-540.202-752.000.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220402 Temporary Construction Agreement/Michigan Department of Transportation (MDOT)/City of Flint

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into a Temporary Construction Agreement with the Michigan Department of Transportation (MDOT), and accept the good faith offer as outlined [Park Rental Receivables Acct No. 208-752.102-667.000 = \$1,100.00.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

220403 CO #2/MDOT Contract No. 19-5152/Michigan Department of Transportation (MDOT)/Construction Services/Court Street Rehabilitation from Crapo Street to

Center Road

Resolution resolving that the proper city officials, upon City Council's approval, are hereby authorized to enter into change order #2 to MDOT Contract No. 19-5152, to cover final watermain expenses, in the amount of \$6,000.00, for a revised contract amount of \$4,585,400.00, as requested by Transportation [Court Street Rehabilitation/FEPA18WIIN Fund Acct. No. 496-536.805-802.053.]

This Matter was ADOPTED BY THE MASTER RESOLUTION on the Consent Agenda.

Passed The Consent Agenda

A motion was made by Vice President Herkenroder, seconded by Councilperson Lewis, including all the preceding items marked as having been adopted on a Consent Agenda. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 1 - Councilperson Worthing

220404

CO#2/Contract/DTS Contracting, Inc./Phase Two Rehabilitation/McKinley Community Center

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to complete a Change Order [No. 2] to the contract with DTS Contracting, Inc., for Phase Two Rehabilitation of McKinley Community Center, to add \$131,768.13, for a total contract amount NOT-TO-EXCEED \$402,206.13, as requested by Planning and Development [Parks Professional Services Acct. No. 208-752.102-801.000.]

SEPARATED FROM MASTER RESOLUTION**220405**

Sale of City-Owned Land/ East Newall Street/Flint Commerce Center, LLC

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into and complete the sale of the property commonly known as East Newall Street, Flint, MI 48505, Parcel Nos. 41-06-329-020 and 41-06-329-019, and legally described as OAK PARK SUBDIVISION OF PART OF SECTIONS 1 AND 2 OF SMITH'S RESERVATION. SLY 35 FT OF LOT 14, BLK 19, and OAK PARK SUBDIVISION OF PART OF SECTIONS 1 AND 2 OF SMITH'S RESERVATION. LOT 14 EXC SLY 35 FT. BLK 19, for a cost of \$1,800.00 and transfer the property to Flint Commerce Center, LLC in an AS IS condition by means of conveyance of a Quit Claim Deed. Revenue realized from the sale of this real property will be placed in Revenue Acct. No. 101-701.000-673.100, AND, resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

SEPARATED FROM MASTER RESOLUTION

- 220406** Approval/Memorandum of Understanding (MOU)/City of Flint/Flint Police Officers Labor Council/Lieutenants/Captains/Special Overtime

Resolution resolving that the Flint City Council approves the MOU for Special Overtime between the City of Flint and the Flint Police Officers Labor Council-Flint Police Department Lieutenants and Captains.

SEPARATED FROM MASTER RESOLUTION

- 220407** Approval/Memorandum of Understanding (MOU)/City of Flint/Flint Police Officers Labor Council/Sergeants/Paid Time Off (PTO) Accumulation Adjustments

Resolution resolving that the Flint City Council approves the MOU for Flint Police Officers' Association (FPOA), (that) patrol officers may, based on seniority, accumulate up to a maximum of three hundred, seventy-eight (378) [hours] or four hundred and fifty (450) hours of Paid Time Off (PTO), between the City of Flint and the Flint Police Officers' Association (FPOA).

SEPARATED FROM MASTER RESOLUTION

- 220408** Approval/Memorandum of Understanding (MOU)/City of Flint/Flint Police Officers' Association (FPOA)/Special Overtime

Resolution resolving that the Flint City Council approves the MOU for Special Overtime between the City of Flint and the Flint Police Officers' Association (FPOA).

SEPARATED FROM MASTER RESOLUTION

- 220409** Contract/City of Flint/Genesee Health Systems/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/Community Based Trainings

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into a contract with Genesee Health Systems, in an amount NOT-TO-EXCEED \$150,000.00, over the second 12-month grant period -- September 30, 2022, to Sept. 29, 2023 [FHHS21RECAST Grant Acct. No. 296-649.700-801.000.]

SEPARATED FROM MASTER RESOLUTION

- 220410** Contract/City of Flint/Michigan State University/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/Program Evaluation

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into a contract with Michigan State University (MSU), in an amount NOT-TO-EXCEED \$100,000.00, over the second 12-month grant period -- September 30, 2022, to Sept. 29, 2023 [FHHS21RECAST Grant Acct. No. 296-649.700-801.000.]

SEPARATED FROM MASTER RESOLUTION

- 220411** Contract/City of Flint/Greater Flint Health Coalition/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/ReCAST Program Implementation

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into a contract with the Greater Flint Health Coalition, in an amount NOT-TO-EXCEED \$509,934.13, over the second 12-month grant period -- September 20, 2022, to Sept. 29, 2023 [FHHS21RECAST Grant Acct. No. 296-649.700-801.000.]

SEPARATED FROM MASTER RESOLUTION

RESOLUTIONS (May be Referred from Special Affairs)

- 220417** Extension/Halting the Sale, Eviction and Entry/House of Esther/Flint Freedom School Collaborative/November 30, 2022

Resolution resolving that the Flint City Council asks the Administration to do all things necessary to halt the sale, eviction and entry of the House of Esther and the Flint Freedom School Collaborative until November 30, 2022, except for emergencies or normal maintenance.

SEPARATED FROM MASTER RESOLUTION

SEPARATED FROM MASTER RESOLUTION

- 220404** CO#2/Contract/DTS Contracting, Inc./Phase Two Rehabilitation/McKinley Community Center

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to complete a Change Order [No. 2] to the contract with DTS Contracting, Inc., for Phase Two Rehabilitation of McKinley Community Center, to add \$131,768.13, for a total contract amount NOT-TO-EXCEED \$402,206.13, as requested by Planning and Development [Parks Professional Services Acct. No. 208-752.102-801.000.]

Adopted

Substituted

A motion was made by Councilperson Mays, seconded by Councilperson Burns, that this matter be REFERRED TO COMMITTEE to the FINANCE COMMITTEE, due back on October 5, 2022. The motion failed by the following vote:

Aye: 4 - Councilperson Mays, Councilperson Winfrey-Carter, Councilperson Burns and Councilperson Pfeiffer

No: 4 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley and Vice President Herkenroder

Absent: 1 - Councilperson Worthing

A motion was made by Councilperson Murphy, seconded by Vice President Herkenroder, that this matter be Adopted. The motion failed by the following vote:

Aye: 4 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley and Vice President Herkenroder

No: 3 - Councilperson Winfrey-Carter, Councilperson Burns and Councilperson Pfeiffer

Abstain: 1 - Councilperson Mays

Absent: 1 - Councilperson Worthing

220405

Sale of City-Owned Land/ East Newall Street/Flint Commerce Center, LLC

Resolution resolving that the appropriate city officials, upon City Council's approval, are authorized to do all things necessary to enter into and complete the sale of the property commonly known as East Newall Street, Flint, MI 48505, Parcel Nos. 41-06-329-020 and 41-06-329-019, and legally described as OAK PARK SUBDIVISION OF PART OF SECTIONS 1 AND 2 OF SMITH'S RESERVATION. SLY 35 FT OF LOT 14, BLK 19, and OAK PARK SUBDIVISION OF PART OF SECTIONS 1 AND 2 OF SMITH'S RESERVATION. LOT 14 EXC SLY 35 FT. BLK 19, for a cost of \$1,800.00 and transfer the property to Flint Commerce Center, LLC in an AS IS condition by means of conveyance of a Quit Claim Deed. Revenue realized from the sale of this real property will be placed in Revenue Acct. No. 101-701.000-673.100, AND, resolving that the City Clerk shall, within thirty (30) days of this action, record a certified copy of this resolution with the Register of Deeds for Genesee County and forward a certified copy of said resolution to the State Treasurer.

A motion was made by Councilperson Murphy, seconded by Councilperson Priestley, that this matter be Adopted. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 1 - Councilperson Worthing

220406

Approval/Memorandum of Understanding (MOU)/City of Flint/Flint Police Officers Labor Council/Lieutenants/Captains/Special Overtime

Resolution resolving that the Flint City Council approves the MOU for Special Overtime between the City of Flint and the Flint Police Officers Labor Council-Flint Police Department Lieutenants and Captains.

The motion was to approved Resolution Nos. 220406, 220407, and 220408 in one motion.

A motion was made by Councilperson Mays, seconded by Vice President Herkenroder, that this matter be Adopted. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 1 - Councilperson Worthing

220407 Approval/Memorandum of Understanding (MOU)/City of Flint/Flint Police Officers Labor Council/Sergeants/Paid Time Off (PTO) Accumulation Adjustments

Resolution resolving that the Flint City Council approves the MOU for Flint Police Officers' Association (FPOA), (that) patrol officers may, based on seniority, accumulate up to a maximum of three hundred, seventy-eight (378) [hours] or four hundred and fifty (450) hours of Paid Time Off (PTO), between the City of Flint and the Flint Police Officers' Association (FPOA).

A motion was made by Councilperson Mays, seconded by Vice President Herkenroder, that this matter be Adopted. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 1 - Councilperson Worthing

220408 Approval/Memorandum of Understanding (MOU)/City of Flint/Flint Police Officers' Association (FPOA)/Special Overtime

Resolution resolving that the Flint City Council approves the MOU for Special Overtime between the City of Flint and the Flint Police Officers' Association (FPOA).

A motion was made by Councilperson Mays, seconded by Vice President Herkenroder, that this matter be Adopted. The motion carried by the following vote:

Aye: 8 - Councilperson Mays, Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 1 - Councilperson Worthing

220409 Contract/City of Flint/Genesee Health Systems/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/Community Based Trainings

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into a contract with Genesee Health Systems, in an amount NOT-TO-EXCEED \$150,000.00, over the second 12-month grant period -- September 30, 2022, to Sept. 29, 2023 [FHHS21RECAST Grant Acct. No. 296-649.700-801.000.]

The motion was to send Resolution Nos. 220409, 220410 and 220411 back to Finance Committee in one motion.

REFERRED TO COMMITTEE to the FINANCE COMMITTEE

Substituted

MOTION TO APPEAL

Councilperson Mays, with support from Councilperson Winfrey-Carter, appealed the Ruling of the Chair that Councilperson Herkenroder did not make a conflicting motion to Adopt Resolution No. 220409. The vote was 5-3 (No: Mays, Winfrey-Carter, Burns).

RESOLUTIONS CONTINUED

220409 Contract/City of Flint/Genesee Health Systems/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/Community Based Trainings

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into a contract with Genesee Health Systems, in an amount NOT-TO-EXCEED \$150,000.00, over the second 12-month grant period -- September 30, 2022, to Sept. 29, 2023 [FHHS21RECAST Grant Acct. No. 296-649.700-801.000.]

A motion was made by Vice President Herkenroder that this matter be Adopted. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Vice President Herkenroder and Councilperson Pfeiffer

No: 1 - Councilperson Winfrey-Carter

Abstain: 2 - Councilperson Mays and Councilperson Burns

Absent: 1 - Councilperson Worthing

220410 Contract/City of Flint/Michigan State University/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/Program Evaluation

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into a contract with Michigan State University (MSU), in an amount NOT-TO-EXCEED \$100,000.00, over the second 12-month grant period -- September 30, 2022, to Sept. 29, 2023 [FHHS21RECAST Grant Acct. No. 296-649.700-801.000.]

REFERRED TO COMMITTEE to the FINANCE COMMITTEE

Substituted

A motion was made by Vice President Herkenroder that this matter be Adopted. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Vice President Herkenroder and Councilperson Pfeiffer

No: 1 - Councilperson Winfrey-Carter

Abstain: 2 - Councilperson Mays and Councilperson Burns

Absent: 1 - Councilperson Worthing

220411 Contract/City of Flint/Greater Flint Health Coalition/Flint Resiliency in Communities After Stress & Trauma (ReCAST)/ReCAST Program Implementation

Resolution resolving that the appropriate city officials, upon City Council approval, are authorized to do all things necessary to enter into a contract with the Greater Flint Health Coalition, in an amount NOT-TO-EXCEED \$509,934.13, over the second 12-month grant period -- September 20, 2022, to Sept. 29, 2023 [FHHS21RECAST Grant Acct. No. 296-649.700-801.000.]

REFERRED TO COMMITTEE to the FINANCE COMMITTEE

Substituted

A motion was made by Vice President Herkenroder, seconded by Councilperson Priestley, that this matter be Adopted. The motion carried by the following vote:

Aye: 5 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Vice President Herkenroder and Councilperson Pfeiffer

No: 1 - Councilperson Winfrey-Carter

Abstain: 2 - Councilperson Mays and Councilperson Burns

Absent: 1 - Councilperson Worthing

ROLL CALL

Councilperson Mays left the meeting at 12:20 a.m.

Present: Councilperson: Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Winfrey-Carter, Councilperson Burns, Herkenroder and Councilperson Pfeiffer

Absent: Councilperson: Councilperson Mays and Councilperson Worthing

CALL THE QUESTION

Prior to the vote on Resolution No. 220417 (House of Esther), Councilperson Priestley, with support from Councilperson Herkenroder, made a motion to Call the Question. The vote was 6-0 (Absent: Mays, Winfrey-Carter, Worthing).

RESOLUTIONS CONTINUED

220417 Extension/Halting the Sale, Eviction and Entry/House of Esther/Flint Freedom School Collaborative/November 30, 2022

Resolution resolving that the Flint City Council asks the Administration to do all things necessary to halt the sale, eviction and entry of the House of Esther and the Flint Freedom School Collaborative until November 30, 2022, except for emergencies or normal maintenance.

A motion was made by Councilperson Lewis, seconded by Vice President Herkenroder, that this matter be Adopted. The motion failed by the following vote:

Aye: 3 - Councilperson Winfrey-Carter, Councilperson Burns and Councilperson Pfeiffer

No: 4 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley and Vice President Herkenroder

Absent: 2 - Councilperson Mays and Councilperson Worthing

ROLL CALL

Councilperson Winfrey-Carter left the meeting at 12:40 a.m.

Present: Councilperson: Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Burns, Herkenroder and Councilperson Pfeiffer

Absent: Councilperson: Councilperson Mays, Councilperson Winfrey-Carter and Councilperson Worthing

SECOND READING AND ENACTMENT OF ORDINANCES

220364.1 Amendment/Ordinance/Article VI/Chapter 35 (Personnel)/Section 35-112.16 (Job Description & Qualifications)/City Clerk

An amendment to an ordinance to amend the Flint City Code of Ordinances by adopting Article VI, Chapter 35 (Personnel); Section 35-112.16 (Job Description and Qualifications), City Clerk. [NOTE: Ordinance amended to add "or five years of relevant work experience" under Minimum Entrance Requirements.]

A motion was made by Vice President Herkenroder, seconded by Councilperson Priestley, that this matter be PASSED. The motion carried by the following vote:

Aye: 6 - Councilperson Lewis, Councilperson Murphy, Councilperson Priestley, Councilperson Burns, Vice President Herkenroder and Councilperson Pfeiffer

Absent: 3 - Councilperson Mays, Councilperson Winfrey-Carter and Councilperson Worthing

ADJOURNMENT

Council President Dennis Pfeiffer adjourned this meeting at 12:40 a.m. after a motion by Councilperson Priestley and support from Councilperson Herkenroder. The vote was 6-0 (Absent: Mays, Winfrey-Carter, Worthing).

Respectfully transcribed & submitted,

Janell Johnson, Administrative Secretary to City Council



CITY OF FLINT

220425

RESOLUTION NO.: _____

PRESENTED: OCT - 5 2022

ADOPTED: _____

**RESOLUTION TO AUTHORIZE ADDITIONAL FUNDING IN THE AMOUNT OF \$2 MILLION FROM THE
CATEGORY OF BLIGHT/HOUSING TO BE MADE AVAILABLE TO CLARK COMMONS III LDHA
AS PART OF THE CHOICE NEIGHBORHOODS INITIATIVE
NECESSARY TO RESPOND TO THE NEGATIVE IMPACTS OF THE PANDEMIC**

BY THE CITY ADMINISTRATOR:

WHEREAS, the City of Flint is a duly created and validly existing political subdivision of the State of Michigan under the Constitution and laws of the state of Michigan; and

WHEREAS, on March 11, 2021, the President of the United States of America signed into law the "American Rescue Plan Act of 2021", also known as House Resolution 1319, an Act approved by the Congress of the United States, and which authorized the Treasury of the United States to disburse certain funds to local governments, including the City of Flint, which could be used for specific and defined purposes; and

WHEREAS, in accordance with the American Rescue Plan Act of 2021, the City of Flint wishes to exercise its right to extend and disseminate assistance to impacted households tied to specific criteria, as authorized by the Act, to assist citizens who may have been impacted financially by the ongoing COVID-19 Pandemic; and

WHEREAS, the Administration recommends funding be provided, as indicated in the Mayor's American Rescue Plan Act Recovery Plan presented to Council on June 14, 2022, \$2,000,000 for gap financing to be made available to the Clark Commons project in order to cover cost increases brought about as a result of the COVID-19 Pandemic; and

THEREFORE, BE IT IS RESOLVED, that the appropriate City Officials are authorized to do all things necessary to make funding available in the amount of \$2,000,000 for gap financing to Clark Commons III, LDHA for the Clark Commons development underway as part of the City's Choice Neighborhoods Initiative. Before funds are distributed, the City of Flint's ARPA administration, compliance, and implementation firm shall review and ensure compliance with the latest US Department of the Treasury final rules. Funds will be paid from the American Rescue Plan Act fund (287).

APPROVED AS TO FORM:


William Kim (Sep 14, 2022 11:07 EDT)

William Kim
City Attorney

FOR CITY OF FLINT:

CLYDE D. EDWARDS
CLYDE D. EDWARDS (Sep 14, 2022 12:12 EDT)

Clyde Edwards
City Administrator

APPROVED AS TO FINANCE:

Robert J.F. Widigan
Robert J.F. Widigan (Sep 27, 2022 15:34 EDT)

Robert J.F. Widigan
Chief Financial Officer

CITY COUNCIL:

Flint City Council



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 9/12/22

BID/PROPOSAL# n/a

AGENDA ITEM TITLE: RESOLUTION TO AUTHORIZE ADDITIONAL FUNDING IN THE AMOUNT OF \$2 MILLION FROM THE CATEGORY OF BLIGHT/HOUSING TO BE MADE AVAILABLE TO CLARK COMMONS III LDHA AS PART OF THE CHOICE NEIGHBORHOODS INITIATIVE NECESSARY TO RESPOND TO THE NEGATIVE IMPACTS OF THE PANDEMIC

PREPARED BY: Suzanne Wilcox, Director, Department of Planning and Development

BACKGROUND/SUMMARY OF PROPOSED ACTION:

City residents have been impacted financially by the Pandemic. Therefore, in accordance with the American Rescue Plan Act of 2021, the City of Flint wishes to exercise its right to utilize ARPA funds to extend and disseminate assistance to Impacted Households tied to specific criteria, as authorized by the Act, to assist citizens who may have been impacted financially by the ongoing COVID-19 Pandemic.

Clark Commons is a multi-unit, mixed income housing development underway in the neighborhood bounded by Mary St. on the north, Fifth Avenue on the south, Saginaw St. on the east, and ML King on the west. HUD created the Choice Neighborhoods Initiative (CNI) to help communities revitalize distressed public housing and improve conditions in the surrounding neighborhood using three core goals: 1.) Housing - transform distressed public and assisted housing into energy efficient, mixed-income housing that is physically and financially viable over the long term; 2.) People - support positive outcomes for families who live in target development and the surrounding neighborhoods, and 3.) Neighborhood - transform distressed neighborhood into livable, mixed-income neighborhoods with access to well-functioning services.

This recommendation for funding is proposed to provide gap financing for the project, which has sustained construction cost increases, labor increases, interest rate increases, and additional remediation costs as a result of the COVID-19 pandemic.

Funding for gap financing for Clark Commons will come from account #287-752.701-801.000 in the amount of \$2,000,000. This funding leverages multiple other funding sources, including funding proposed from MSHDA LIHTC equity, Housing Trust Funds, subordinate loans from COF CNI, HOME, and Brownfield, additional CNI funds, the Flint Housing Commission, and developer equity.

FINANCIAL IMPLICATIONS: There is money in the account listed below. This project is included in the Mayor's American Rescue Plan Act Recovery Plan, presented to Council on June 14, 2022. Fundraising is ongoing to complete this project, proposed to be completed in the fall of 2024.

Jennifer Ryan

Jennifer Ryan (Sep 14, 2022 10:54 EDT)



CITY OF FLINT

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

Dept.	Name of Account	Account Number	Grant Code	Amount
		287-752.701-801.000	FUDST-CSLFRF	\$2,000,000
		FY22/23 GRAND TOTAL		\$2,000,000

PRE-ENCUMBERED? YES ☒ NO ☐ REQUISITION NO:

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☒ NO ☐

(If yes, please indicate how many years for the contract) 2 YEARS – Vendors to be identified based upon bids received.

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal) n/a

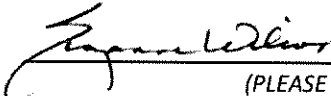
BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining): n/a

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

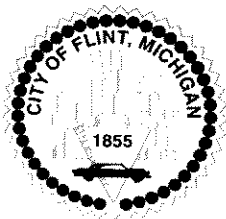
DEPARTMENT HEAD SIGNATURE:  Director, Dept of Planning and Dev.
(PLEASE TYPE NAME, TITLE)

Compliance with latest U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Final Rule

Robert J.F. Widigan

Robert J.F. Widigan (Sep 27, 2022 15:34 EDT)

Robert J.F. Widigan
Chief Financial Officer



RESOLUTION NO.: 220434

PRESENTED: OCT - 5 2022

ADOPTED: _____

**RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF FLINT
AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES (DNR),
AND THE AMENDMENT OF TWO EXISTING AGREEMENTS FOR THE PURPOSES OF
ESTABLISHING AND OPERATING A STATE PARK**

BY THE CITY ADMINISTRATOR:

WHEREAS, there has long been interest in establishing a state park within the City of Flint, and discussions have been ongoing for at least the last decade; and

WHEREAS, the State of Michigan has dedicated \$30.2 million for the purposes of establishing a state park to be located in the City of Flint; and

WHEREAS, the City in collaboration with state and local partners have identified City-owned parcels to be included in the boundaries of the newly established state park; and


WHEREAS, some of the identified parcels are already included in an agreement with Mott Park Recreation Association (MPRA), which will need to be amended to align with the new state park lease; and

WHEREAS, some of the identified parcels are already included within the Park Partnership Agreement between the City and Genesee County Parks and Recreation Commission, which will need to be amended to align with the new state park lease; and

WHEREAS, there are no financial implications to the City as a result of this lease, aside from cost savings relating to continued maintenance of the identified property; therefore

IT IS RESOLVED that the appropriate City officials are authorized to do all things necessary to enter into a lease agreement with the State of Michigan Department of Natural Resources (DNR), as well as enter into amendments of the two identified preexisting agreements as appropriate, for the sole purposes of establishing and operating a state park.

APPROVED AS TO FORM:


William Kim (Sep 28, 2022 11:57 EDT)

William Kim, City Attorney

ADMINISTRATION:

CLYDE D EDWARDS
CLYDE D EDWARDS (Sep 28, 2022 13:40 EDT)

Clyde Edwards, City Administrator

CITY COUNCIL:

, Flint City Council



CITY OF FLINT

RESOLUTION STAFF REVIEW FORM

TODAY'S DATE: 09/27/22

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF FLINT AND MICHIGAN DEPARTMENT OF NATURAL RESOURCES (DNR), AND THE AMENDMENT OF TWO EXISTING AGREEMENTS FOR THE PURPOSES OF ESTABLISHING AND OPERATING A STATE PARK

PREPARED BY: Roy Lash, Planning and Development Dept., 810.766.7426 x3009

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The State of Michigan Department of Natural Resources (DNR) has dedicated \$30.2 million for the purposes of establishing a state park to be located in the City of Flint. Since that announcement was made in March of 2022, the City, State, and local partners have identified the boundaries of this newly established state park.

The park is envisioned to consist of 230 acres that stretch across four of Flint's wards (Wards 5, 6, 8, and 9). Of this, approximately 134 acres are City of Flint owned parcels, many of which are currently in use as park land.

Since many of these parcels owned by the City are deed-restricted in nature, it makes the most sense for the City to enter into a long-term lease agreement with the DNR for management and maintenance of this park. Additionally, some of the parcels are currently identified in other lease agreements: the newly signed Mott Park Recreation Area agreement, as well as the Park Partnership Agreement between the City of Flint and Genesee County Parks and Recreation Commission.

This resolution will authorize the City to enter into the long-term lease agreement with the DNR, as well as allow the City to amend the two existing agreements to align their language with the state park lease agreement.

For further information, please see attached draft lease, amendments, and state park overview

FINANCIAL IMPLICATIONS: NONE

BUDGETED EXPENDITURE? YES ☐ NO ☐ IF NO, PLEASE EXPLAIN: N/A



CITY OF FLINT

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY22/23 GRAND TOTAL		

PRE-ENCUMBERED? YES ☐ NO ☐ REQUISITION NO: N/A

ACCOUNTING APPROVAL: _____ Date: _____

FINANCE APPROVAL: _____ Date: _____

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

(If yes, please indicate how many years for the contract)

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: (This will depend on the term of the bid proposal)

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS (i.e., collective bargaining):

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ APPROVED ☐ NOT APPROVED

DEPARTMENT HEAD SIGNATURE: Suzanna Wilcox
(Suzanne Wilcox, Director of Planning and Development)

**LEASE
between
THE CITY OF FLINT, as Lessor
and
THE STATE OF MICHIGAN, as Lessee**

This Lease Agreement (this "Lease") is entered into as of the day of _____, 2022, by the City of Flint (the "Lessor"), a municipal corporation, whose address is 1101 S. Saginaw Street, Flint, Michigan 48502, and the State of Michigan (the "Lessee"), by its Department of Natural Resources whose address is Constitution Hall, P.O. Box 30257, Lansing, Michigan 48909 (collectively the "Parties").

WITNESSETH:

WHEREAS, the Lessor is the owner of certain land and improvements located in the City of Flint commonly known as Mott Park Recreation Area, Riverbank Park, Vietnam Veterans Park and several additional parcels which are legally described on the attached Exhibits A through D (collectively the "Park Properties"),

and WHEREAS, the City of Flint desires to lease the Park Properties to Lessee for development as public state park facilities to further enhance the City Flint and to benefit the public;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, agreements, and undertakings contained herein, the parties agree as follows:

1. Lease, Premises, Expansion

1.1. Lease, Premises

The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, those certain parcels of land described and shown on the attached Exhibits A through D, but referred to collectively as "Leased Premises" or "Park Properties", for the purpose of constructing, operating and maintaining a state park and recreation facilities in a manner intended to maximize services and benefits to the public in accordance with the Lessee's approved standards and procedures.

1.2. Use During the term of this Lease, including any extensions thereof, the use of the Leased Premises shall be restricted to public recreation or supporting purposes consistent with the uses allowed in the Flint Zoning Ordinance classification "PR-Park" in effect at the time of the commencement of this Lease.

1.3 None of the foregoing shall be deemed to grant a lease to, or allow use by, Lessee of any public utilities contained on the Park Properties other than those typically provided to a property lessee (i.e., water and sewer service for public restrooms, etc.).

2. Term, Options to Terminate, Quiet Enjoyment

2.1 Term

The term of the Lease is thirty (30) years from the date of commencement set forth on Page One (1). The term of this Lease shall be extended for up to two (2) thirty (30) year periods, each under the same

terms and conditions, unless the Lessor provides written notice to the Lessee, not less than one (1) year prior to the expiration of the term or extension that the Lessor does not intend to extend the term. If the Lessor exercises its option not to extend the Lease, the Lessor must pay the Lessee the Fair Market Value of all improvements made by the Lessee existing on the Leased Premises on the date the Lessor exercises its option to terminate pursuant to this paragraph 2.1.

The Fair Market Value of all improvements will be determined in accordance with the following procedure. The Lessor and the Lessee will each select an independent fee appraiser licensed by the State of Michigan as a State Certified Estate Appraiser. Each appraiser will prepare a "complete appraisal report" according to the Uniform Standards of Professional Appraisal Practice (USPAP) and State standards. The Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book" standards) will also be incorporated into the appraisal report if federal funds have been used in the construction or maintenance of the improvements. The Lessor and the Lessee will review and jointly select the better appraisal, based on the completeness and accuracy of the report. If the parties are unable to agree which is the better, the two appraisers will mutually select a third State Certified Estate Appraiser. A complete appraisal report, provided by the third appraiser will be determinative of Fair Market Value, unless it shows a value greater than the higher, or less than the lower, of the two original appraisals, in which event the Fair Market Value shall be the higher or lower (as the case may be) of the original appraisals. The Lessor and the Lessee agree to pay the cost for their selected appraiser and equally divide and pay the cost of the third appraiser.

The Lessor shall have ninety (90) days from the date of receipt of the Lessee's selected appraisal or the appraisal submitted by the third appraiser to pay the Lessee the Fair Market Value of all improvements.

From and after the termination of this Lease pursuant to this paragraph 2.1, the Lessor shall operate and maintain the Leased Premises in accordance with the same long term grant obligations and encumbrances imposed under the term of any of the grants obtained by the Lessee to construct the improvements on the Leased Premises. Such grant obligations may extend past the expiration or cancellation of this Lease.

2.2 Lessor's Option to Terminate for Cause

In the event Lessee fails to perform any of its obligations under this Lease, including the making of any property improvements set forth in Exhibit G in accordance with the deadlines set forth therein, the Lessor may at its option terminate this Lease, and the Lessee shall surrender possession of the Leased Premises including all improvements within thirty (30) days. The Lessor and the Lessee may agree to extend the deadlines set forth in Exhibit G in a writing signed by the Lessor and the Lessee.

2.3. Quiet Enjoyment

The Lessee, upon performance of its obligations specified in this Lease, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term of this Lease or any extension hereof.

2.4. Entry by the Lessor

The Lessor or Lessor's agents shall at all times have reasonable access to and over the Park Properties for the purpose of accessing, maintaining, repairing, improving or constructing any utilities, structures or properties owned and/or maintained by the City of Flint.

3. Rent

The Lessee shall not be required to pay any monetary consideration as rent during the term of this Lease or any extension, the parties acknowledging that the value of the improvements and services provided by the Lessee during its possession of the Leased Premises are fair and proper consideration for this Lease.

4. Condition of Title

The Lessor shall furnish to the Lessee and pay the cost of a legible photocopy of the recorded instruments evidencing title in the Lessor with respect to the Leased Premises, and copies of all other recorded documents limiting or restricting the use of, or affecting title to, the Leased Premises. The Lessee shall review the evidence of title provided and accept the Leased Premises subject to the following:

- a) All existing public and private utilities as is, including all utility easements referenced or included in American Land Title Association (ALTA) surveys provided by the Lessor to the Lessee as part of this Lease.
- b) Any special conditions.
- c) Any use restrictions, including those as described in Exhibit E.

5. Condition of the Leased Premises

5.1. "As-Is", No Representations

The Lessee acknowledges that it has examined the Leased Premises prior to the execution of this Lease and, subject to any special conditions, accepts the Leased Premises in its present "as-is" condition. The Lessee also acknowledges that the Lessor has made no representations, express or implied, as to the condition of the Leased Premises, including but not limited to the environmental condition, compliance with any applicable environmental laws or regulations, or state of repair, or any other representations not contained in this Lease. The Lessee at its sole cost may perform a baseline environmental assessment in accordance with Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The Lessee at its sole cost may also take samples, conduct a study for potential contamination, develop a response plan for addressing any hazardous substances and may implement any study, response plan or clean-up with respect to the Leased Premises.

6. Construction, Renovation, Maintenance, Repair, and Alteration

6.1. Construction and Renovation

a) The Lessee shall at its sole cost and expense program, design, construct and operate the state park on the Leased Premises consistent with the uses allowed under this Lease, according to plans and specifications approved by the Lessor, which approval shall not be unreasonably withheld. The Lessor shall promptly review all plans and specifications and shall endeavor to provide approval or comments within two (2) weeks of receipt of plans and specifications from the Lessee. All work shall conform to all applicable statutes or nationally recognized standards of good construction practice.

b) In all contracts for construction pursuant to this Lease, the Lessee shall include a provision requiring its contractors to provide general liability insurance coverage in the amount of One Million Dollars

(\$1,000,000) per incident and Two Million Dollars (\$2,000,000) aggregate and shall require its contractors to provide the Lessor and the Lessee with copies of certificates of insurance naming both the Lessor and the Lessee as additional insureds under such policies. All such policies shall also provide for thirty (30) days prior written notice to the Lessor and the Lessee of any cancellation or reduction of coverage under the policies.

c) The Lessee agrees to construct and operate the public park and permit the construction within the Leased Premises. A conceptual description of the state park is included within the attached Exhibit F.

6.2. Maintenance and Repair

a) The Lessee agrees, at its sole expense, during its possession of the Leased Premises to maintain the Leased Premises and keep it in good repair. The Lessee shall make all alterations, additions or improvements to the Leased Premises in the manner set forth in paragraph 6.1 (a). Any alterations, additions or improvements to the Leased Premises will be performed at the sole expense of the Lessee.

b) The Lessee agrees at the conclusion of the term of this Lease, including any subsequent extension periods, to deliver the Leased Premises in good condition, reasonable use and wear and tear excepted.

c) Upon the termination of this Lease, unless otherwise agreed to in writing by both the Lessor and the Lessee, all alterations, additions, and improvements shall remain on the Leased Premises, and shall become the property of the Lessor.

d) The Lessee will accept all the storm water from the development sites (as identified in Exhibit G), and pay for the installation, operation, maintenance of the storm water system within the Leased Premises during the term of this Lease and any extensions thereof, at its own expense.

6.3. Other Lessee Obligations

The Lessee shall furnish:

a) Payment of 100% of all public utilities, including but not limited to heating, cooling, illumination, power, water/sewer and telecommunications (if any), restricted to the Lessee's construction, operation or maintenance of the Leased Premises. This includes all utility use charges, as well as any required utility infrastructure improvements or maintenance charges necessitated by the construction, operation or maintenance of the Leased Premises pursuant to this Lease.

b) Exterior grounds maintenance, including grass and weed cutting, clippings removal, leaf raking, litter removal, sidewalk surface and parking lot surface maintenance.

c) Snow and/or ice removal from sidewalks and parking lots according to a defined use schedule determined by the Lessee.

d) Trash removal from wastebaskets, dumpsters, or equivalent containers used by the Lessee.

e) Reimbursement to the Lessor for any repairs to existing structures or infrastructure from damage that exceeds the normal wear and tear expected from the lawful and proper use of the Leased Premises, the

sole cause of which was the negligent acts or omissions of the Lessee's employees, agents, wards, clients, or customers.

7. Assignment and/or Subletting

a) Lessee shall not assign this Lease nor any rights hereunder, nor sublet the Leased Premises nor any part thereof, nor use, nor permit it to be used for any purposes inconsistent with those referred to in paragraph 1.2 without the prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment, subletting, or use, without prior written consent of the Lessor, whether voluntary or by operation of law, shall give the Lessor the right, in its sole discretion, to terminate this Lease, and to re-enter and repossess the Leased Premises.

8. Waiver

One or more waivers of the breach of any covenant or condition under this Lease, or failure by either party to give notice thereof, shall not be construed as a waiver of a further breach of the same covenant or condition.

9. Notices

Any notice which either party may or is required to give under this Lease shall be given by mailing, postage prepaid, by first class mail, addressed as follows:

a) Notice to the Lessee:
Chief, Parks and Recreation Division
Michigan Department of Natural Resources
Constitution Hall
P.O. Box 30257
Lansing, MI 48909

b) Notice to the Lessor: TO BE PROVIDED BY CITY OF FLINT

10. Surrender of Possession

Upon the expiration of the term of this Lease or any extension, the Lessee shall promptly and peacefully yield, surrender, and deliver the Leased Premises to the Lessor.

11. Advertising Displays

All signs and advertising in and about the Leased Premises shall be only such as are customarily displayed at similar recreation facilities operated by the Lessee.

12. Hazardous Substances

a) The Lessee covenants that in the event a release or the threat of a release of a hazardous substance is discovered on, in or under the Leased Premises after the Lessee takes possession pursuant to this Lease, the Lessee shall:

- 1) Promptly notify both the Lessor and the Michigan Department of Environment, Great Lakes and Energy (the "EGLE") of the release or threatened release.
 - 2) Report, investigate, remediate, and take all other actions consistent with Federal, State and local laws and regulations including, without limitation, Part 201 of the Natural Resources and Environmental Protection Act (NREPA), MCL 324.20101, et seq.
 - 3) Inform the Lessor, the EGLE, and all other parties required to be notified under Federal, State or local law, of all actions taken under subparagraph (2) above.
 - 4) Provide the Lessor, the EGLE, and all other parties required to be notified under Federal, State or local law, with all reports, data, analyses and other documents and information related in any way to the investigation, remediation or other steps taken under subparagraph (2) above.
- b) The Lessee agrees to take no administrative or judicial action against the Lessor including, without limitation, any action for damages, contribution, cost recovery, or injunctive relief to compel the Lessor to investigate or take remedial action, , or any action associated with the Lessee's obligations to comply with Federal, State or local law as a result of the release or threat of release of any hazardous substance on, in or below the Leased Premises, except if the release or threatened release is caused solely by the Lessor.
- c) The Lessor and the Lessee mutually agree that they shall not release on, in, or below the Leased Premises any hazardous substance. The Lessee assumes responsibility, to the extent provided by law, for a release or threatened release of a hazardous substance occurring at any time after the commencement of this Lease resulting from the Lessee's use -of the Leased Premises.

13. Representations

No agreement shall be binding upon the parties unless made in writing and signed by them. No representation, guarantee or warranty, except those written in this Lease, nor any collateral agreement hereto, shall be binding upon the parties unless they are in writing and approved by the parties according to the amendment procedure set forth in this Lease.

14. Remedies Not Exclusive

It is agreed that each of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other rights, remedies and benefits contained in this Lease, nor of any other rights, remedies and benefits allowed by law.

15. Binding on Successors, Representatives, and Assigns

The covenants, conditions and agreements made and entered into by the parties shall inure to the benefit of and shall be binding upon their respective successors, representatives and assigns.

16. Fair Employment Practices, Discrimination

a) Both the Lessor and the Lessee shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq. the Persons with Disabilities Civil Rights 8 Act, 1976 PA 220, as amended,

MCL 37.1101 et seq, and all other federal, state and local fair employment practices and equal opportunity laws and covenant that they shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

b) Both the Lessor and the Lessee shall comply with the requirements of MCL 37.1209 and MCL 37.2209 with respect to any contracts entered into to comply with any of the provisions of this Lease.

c) A breach of subparagraphs 16(a) or (b) is a material breach of this Lease.

17. Entire Agreement

All terms and conditions of this Lease are as set forth in this agreement. This Lease, with all enclosures and attachments, as listed below, constitutes the entire agreement of the parties with regard to this transaction and may be amended only in writing and executed in the same manner as this Lease was originally executed. Should any provision of this Lease or any addendum thereto be found to be illegal or otherwise unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of the Lease and all other terms and conditions of this Lease shall continue in full force and effect. This Lease is not valid or authorized until approved by the Lessor and the Lessee.

18. Amendments

No amendment or extension of this Lease shall be effective and binding on the parties unless it expressly makes reference to this Lease, is in writing and is signed and acknowledged by the duly authorized representatives of the Lessor and the Lessee.

19. Governing Law

This Lease shall be interpreted in accordance with the laws of the State of Michigan.

20. List of Exhibits The following Exhibits are attached to and made a part of this Lease:

Exhibit A: Mott Park Recreation Area Description and sketch

Exhibit B: Riverbank Park Description and sketch

Exhibit C: Vietnam Veterans Park Description and sketch

Exhibit D: Additional properties Description and sketch

Exhibit E: Use Restrictions

Exhibit F: Concept Park Program Description for the public park, State Park in Flint

Exhibit G: Property Improvements

IN WITNESS WHEREOF, the Lessor and the Lessee, by and through their duly authorized officers and representatives, have executed this Lease as of the dates of their respective signatures:

**LESSEE
WITNESS(ES) TO LESSEE**

Witness(es)

**STATE OF MICHIGAN
BY THE
DEPARTMENT OF NATURAL RESOURCES**

Witness Signature

Date

Ronald A. Olson, Chief
DNR Parks and Recreation Division

Date

(please print name)

Witness(es)

Witness Signature

Date

(please print name)

STATE OF MICHIGAN, COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____, day of _____, 2022 by Ronald A. Olson, Parks and Recreation Division Chief, for the Michigan Department of Natural Resources.

_____, Notary Public
(please print name)

My Commission Expires: _____

Acting in the County of: _____

APPROVED AS TO FORM:

William Kim, City Attorney

LESSOR – CITY OF FLINT

IN WITNESS WHEREOF, the parties to this Lease subscribe their names on the date set forth below:

WITNESS TO LESSOR

Witness

(please print)

Witness Signature

Date

Lessor

(please print)

Lessor Signature

Date

Title:

Federal ID No.

Witness

(please print)

Witness Signature

Date

Lessor

(please print)

Lessor Signature

Date

Title:

Federal ID No.

State of Michigan,

County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2022, by _____, for Lessor.

_____, Notary Public

State of Michigan, County of _____

My Commission expires: _____

Acting in the County of _____

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Park Partnership Agreement (the "First Amendment") is entered into as of _____, 20__ ("Effective Date"), between the City of Flint, a municipal corporation, 1101 S. Saginaw Street, Flint, MI 48502 (the "City") and Genesee County Parks and Recreation Commission (the "Commission"). City and Commission may be referred to individually as "Party" or collectively as "Parties" herein.

Recitals

A. The City and Commission previously entered into a Park Partnership Agreement (the "Agreement").

B. The City and Commission now wish to modify the Agreement to exclude several Parks from the terms of the Agreement.

Agreement

The City and Commission agree as follows:

1. Removal of Parks. Any reference to the following parks is hereby deleted:
 - (a) Riverbank Park (found in sections 1. and 1.a.);
 - (b) Vietnam Veteran's Park (found in sections 1. and 2.5.); and
 - (c) Mott Park Recreation Area (found in section 3.40.).
2. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement remain in full force and effect. In the case of a conflict in meaning between the Agreement and this First Amendment, this First Amendment prevails.
3. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the Parties' signatures shall be valid and treated the same as original signatures. Each Party warrants and represents that the signatory for each Party is fully authorized to execute this First Amendment.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to be effective as of the Effective Date.

Genesee County parks and Recreation
Commission

City of Flint, a municipal corporation

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

William Kim, City Attorney

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Mott Park Recreation Agreement (the "First Amendment") is entered into as of September __, 2022 ("Effective Date"), between the City of Flint, a municipal corporation, 1101 S. Saginaw Street, Flint, MI 48502 (the "City") and Mott Park Recreation Association (the "Association"). City and Association may be referred to individually as "Party" or collectively as "Parties" herein.

Recitals

A. The City and Association previously entered into the Mott Park Recreation Agreement (the "Agreement").

B. The City and Association now wish to modify the Agreement to redefine the property which is the subject matter of the Agreement.

Agreement

The City and Association agree as follows:

1. Redefinition of "Park". The Parties agree to redefine the term "Park" found in the Agreement to be the following:

a. That part of Parcel 40-14-128-002 containing the structure commonly known as the "clubhouse" and related adjacent paved parking areas, but excluding the remainder of that parcel.

b. All other parcels (40-11-351-098, 40-14-128-001, 40-14-101-001, 40-14-101-002, 40-14-101-003 and 4014-251-001) are hereby expressly excluded from the definition of "Park" contained within the Agreement.

2. Reaffirmation of City's Obligations Under Paragraph 7 of the Agreement. City reaffirms and agrees as stated in Paragraph 7 of the Agreement that "City will be responsible for the utility payments and security for the building, i.e. security system already located and installed on the property."

3. Continuing Effect. Except as expressly modified or amended by this First Amendment, all terms and provisions of the Agreement remain in full force and effect. In the case of a conflict in meaning between the Agreement and this First Amendment, this First Amendment prevails.

4. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the Parties' signatures shall be valid and treated the same as original signatures. Each Party warrants

and represents that the signatory for each Party is fully authorized to execute this First Amendment.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment to be effective as of the Effective Date.

Mott Park Recreation Association

City of Flint, a municipal corporation

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

William Kim, City Attorney

CREATING A STATE PARK IN FLINT

September 16, 2022

Overview

In March of 2022, the State of Michigan announced that it would establish a new state park in the city of Flint. Genesee County does not have a state park. Thus, once created, the new state park in Flint will serve as the lone state park for county's population of more than 400,000 individuals and will draw visitors from the greater region. The announcement by the State of Michigan included \$30.2 million to support the creation of the state park. The park is envisioned to consist of 230 acres that stretch across four of Flint's wards. Of this, approximately 134 acres are City of Flint property.

Park Vision

The park is envisioned to consist of 230 acres that stretch across four of Flint's wards (Ward 6, Ward 5, Ward 8 and Ward 9). The area includes five park units and three trailway connections, as described below.

Riverbank Park

Riverbank Park is located on the banks of the Flint River between Harrison Street and Grand Traverse Street. It consists of 6 acres, which are owned by the City of Flint. The Park is in dire need of reinvestment to make it safer and more accessible. Park improvements are expected to include removing the remaining structure of Hamilton Dam; enhancing safety and accessibility along the Flint River by installing rock rapids; and improving and restoring park land along the Flint River by installing new terraces and landscaping, opening site lines, and installing new and updated pedestrian trails, including creating greater ADA access.

Vietnam Veterans Park

Vietnam Veterans Park is located on the bank of the Flint River at Hamilton Avenue and James P. Cole Boulevard. It consists of 7 acres, which are owned by the City of Flint. The Park will be connected to the rest of the state park by constructing a new trail that will run south along the Flint River to Riverbank Park on property owned by the City of Flint. Additional park improvements are expected to include construction of a new pavilion, new landscaping and pathways, and increased watercraft access.

Chevy Commons

Chevy Commons is located on the bank of the Flint River between Grand Traverse Street and Chevrolet Avenue. It consists of 67 acres, which are owned by Genesee County. Genesee County has committed to donating the property to the State of Michigan for the purpose of creating the state park. The current vision is to construct a signature playscape on the northeastern corner of Chevy Commons, across from Atwood Stadium, which would connect to Atwood Stadium by a newly constructed pedestrian bridge.

Mott Park Recreation Area

Mott Park Recreation Area is located on the banks of the Flint River between Nolen Drive and Ballenger Highway. It consists of 72 acres, which are owned by the City of Flint. The Mott Park Recreation Association has been improving and maintaining the park for more than a decade and currently has an agreement with the City of Flint to operate the clubhouse located on Nolen Drive. This agreement remain valid and the clubhouse would be excluded from the state park. The Park will be connected to the rest of the state park by constructing a new trail that will run along the southern bank of the Flint River to Chevy Commons on property owned by the City of Flint.

Happy Hollow Nature Area

Happy Hollow Nature Area is located on the banks of Swartz Creek, east of Hammerberg Road. It consists of approximately 11 acres, which are privately owned. The property owner intends on donating the property to the State of Michigan for the purpose of creating the state park. Adjacent to the Happy Hollow Nature Area, the City of Flint owns approximately 27 acres that are located west of Fenton Road and Ann Arbor Street. The current vision is to construct a non-motorized trail across the Happy Hollow Nature Area and 11 acres of the adjacent City of Flint property, which would extend to Thread Creek and would connect to the Grand Traverse Greenway Trail by a newly constructed pedestrian bridge. Happy Hollow will be connected to the rest of the state park by constructing a new trail that will run north to both Chevy Commons and Riverbank Park on property owned by the City of Flint. This trail encompasses approximately $\frac{3}{4}$ miles of the Grand Traverse Greenway Trail. The trailhead on Kearsley Street consists of approximately 2 acres of property, which is privately owned. The property owners intend on donating the property to the State of Michigan for the purpose of creating the state park.

Proposed Land Lease between the City of Flint and the State of Michigan

A land lease between the City of Flint and the State of Michigan will allow the property owned by the City of Flint to be included in the state park as described above. The lease contains a 30-year lease term, with two optional 30-year renewals (up to 90 years in total). The lease includes approximately 134 acres of City of Flint property leased to the State of Michigan as follows:

- Riverbank Park: 6 acres
- Vietnam Veterans Park: 7 acres
- Trail connecting Vietnam Veterans Park and Riverbank Park: 16 acres
- Mott Park Recreation Area: 72 acres
- Trail connecting Mott Park Recreation area and Chevy Commons: 7 acres
- Happy Hollow adjacent property: 11 acres
- Grand Traverse Greenway Trail and adjacent property connecting Happy Hollow, Chevy Commons, and Riverbank Park: 15 acres

City of Flint Property: State Park in Flint
Draft September 16, 2022

< Vietnam Veterans Park

< Riverbank Park

Chevy Commons

Mott Park Recreation Area >

“ The two parcels above include a reservoir operated by the City of Flint. The reservoir will be excluded from the state park. Thus, only portions of the two parcels to the right are proposed for inclusion in the state park, approximately 11 of the 27 acres outlined here.



RESOLUTION NO.: 220435

PRESENTED: OCT - 5 2022

ADOPTED: _____

**RESOLUTION APPROVING LAND LEASE AGREEMENT WITH FLINT HOUSING
COMMISSION AND MHT HOUSING, INC. FLORAL PARK PLT LOTS 82-92
INCLUSIVE**


BY THE CITY ADMINISTRATOR:

The Flint Housing Commission and MHT Housing seek to enter into a lease of property from the City of Flint, known as Floral Park PLT, Lots 82092 (parcel 41-17-351-017), which is adjacent to Howard Estates, for the purposes of constructing a 40-space parking lot, refurbishing a basketball court, and maintaining a green space for its residents, as part of a substantial renovation of Howard Estates Townhomes located at 1802 Lapeer Road; and

The Flint Housing Commission, MHT Housing, and the City of Flint have tentatively agreed to a Lease Agreement, by which the Flint Housing Commission and MHT Housing will improve and maintain the property, while complying with all use restrictions imposed by state law and city ordinances, in exchange for a ten (10) year lease, renewable with the consent of all parties; and

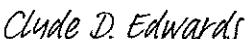
IT IS RESOLVED, that the Flint City Council authorizes the appropriate City officials to enter into a Lease Agreement with the Flint Housing Commission and MHT Housing, Inc. on the conditions specified here.

APPROVED AS TO FORM:


William Kim (Sep 27, 2022 13:08 EDT)

William Kim, Acting City Attorney

APPROVED BY ADMINISTRATION:


Clyde D. Edwards (Sep 27, 2022 13:20 EDT)

Clyde D. Edwards, City Administrator

APPROVED BY CITY COUNCIL

Flint City Council



CITY OF FLINT

REQUISITION STAFF REVIEW FORM

TODAY'S DATE: 9-23-21

BID/PROPOSAL# N/A

AGENDA ITEM TITLE: RESOLUTION APPROVING A LAND LEASE AGREEMENT WITH THE FLINT HOUSING COMMISSION AND MHT HOUSING, INC. FOR FLORAL PARK PLT LOTS 82-92 INCLUSIVE (PID 41-17-351-017).

PREPARED BY Suzanne Wilcox, Director, Department of Planning and Development

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The Flint Housing Commission and MHT Housing seek to enter into a lease of property from the City of Flint, known as Floral Park PLT, Lots 82092 (parcel 41-17-351-017), which is adjacent to Howard Estates, for the purposes of constructing a 40-space parking lot, refurbishing a basketball court, and maintaining a green space for its residents, as part of a substantial renovation of Howard Estates Townhomes located at 1802 Lapeer Road.

The Flint Housing Commission, MHT Housing, and the City of Flint have tentatively agreed to a Lease Agreement, by which the Flint Housing Commission and MHT Housing will improve and maintain the property, while complying with all use restrictions imposed by state law and city ordinances, in exchange for a ten (10) year lease, renewable with the consent of all parties. The attached resolution authorizes to City and the FHC/MHT Housing to enter into said lease agreement.

FINANCIAL IMPLICATIONS: No funding is necessary. The city will provide consideration for basketball court improvements, addition of a paved parking lot, and ongoing maintenance in lieu of rent.

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN: N/A

Dept.	Name of Account	Account Number	Grant Code	Amount
		FY22/23 GRAND TOTAL		\$

PRE-ENCUMBERED? YES ☒ NO ☐ **REQUISITION NO:**

ACCOUNTING APPROVAL: Mary Jarvis **Date:** _____



CITY OF FLINT

WILL YOUR DEPARTMENT NEED A CONTRACT? YES ☐ NO ☒

(If yes, please indicate how many years for the contract) _____ YEARS

WHEN APPLICABLE, IF MORE THAN ONE (1) YEAR, PLEASE ESTIMATE TOTAL AMOUNT FOR EACH BUDGET YEAR: *(This will depend on the term of the bid proposal)* n/a

BUDGET YEAR 1

BUDGET YEAR 2

BUDGET YEAR 3

OTHER IMPLICATIONS *(i.e., collective bargaining)*:

STAFF RECOMMENDATION: *(PLEASE SELECT)*: ☒ APPROVED ☐ NOT APPROVED

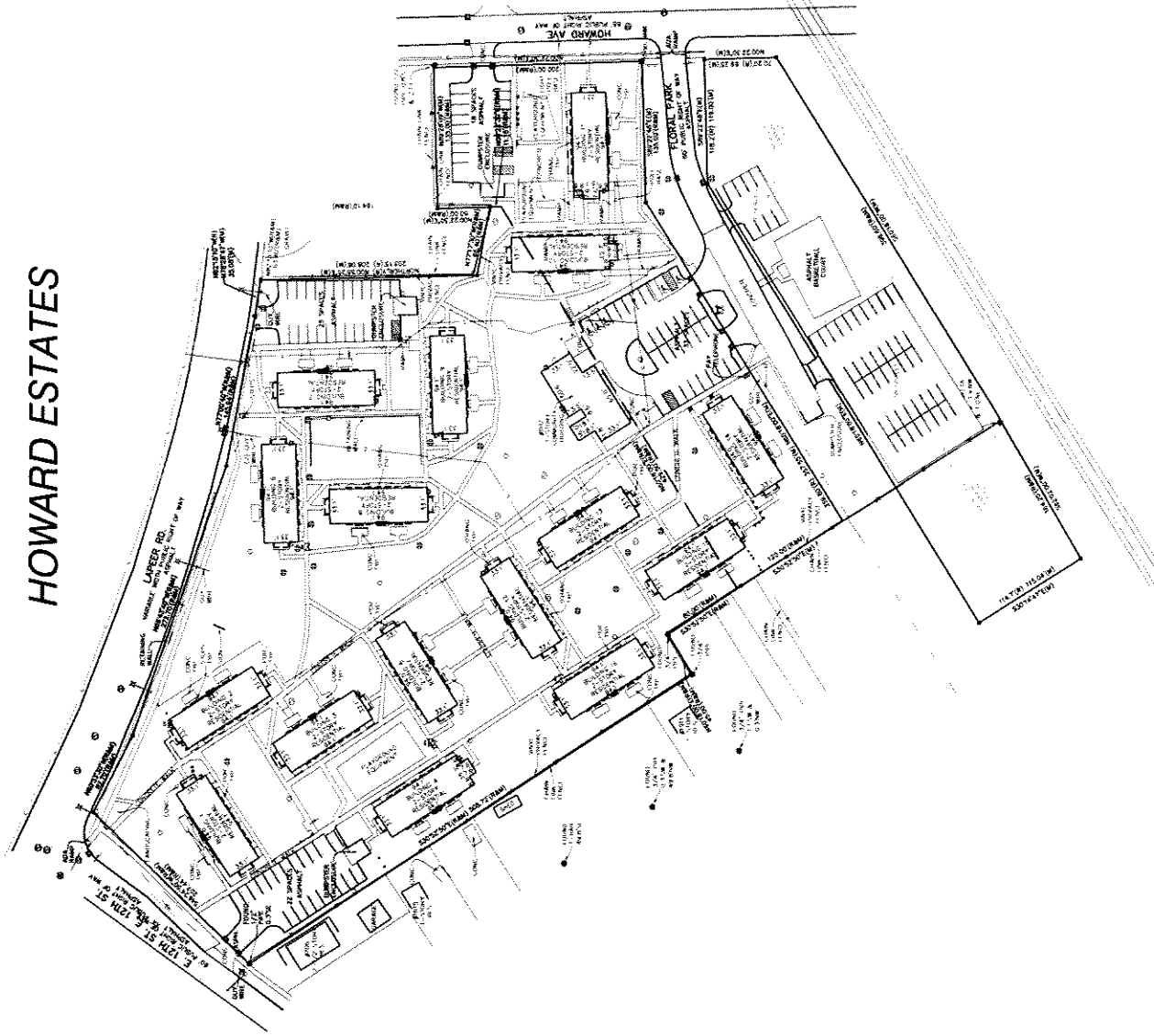
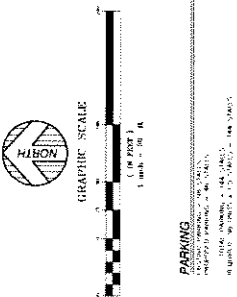
DEPARTMENT HEAD SIGNATURE: Suzanne Wilcox Director of Planning and Development
(PLEASE TYPE NAME, TITLE)

[illegible]

CONCEPT ADDITIONAL PARKING
PREPARED FOR: MHT HOUSING, INC
HOWARD ESTATES
801 FEDERAL PARK, FOUNT MONROE,
PART OF SECTION 17
TOWN & COUNTRY, HANDED 1 EAST

KEM-TEC
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HOWARD ESTATES

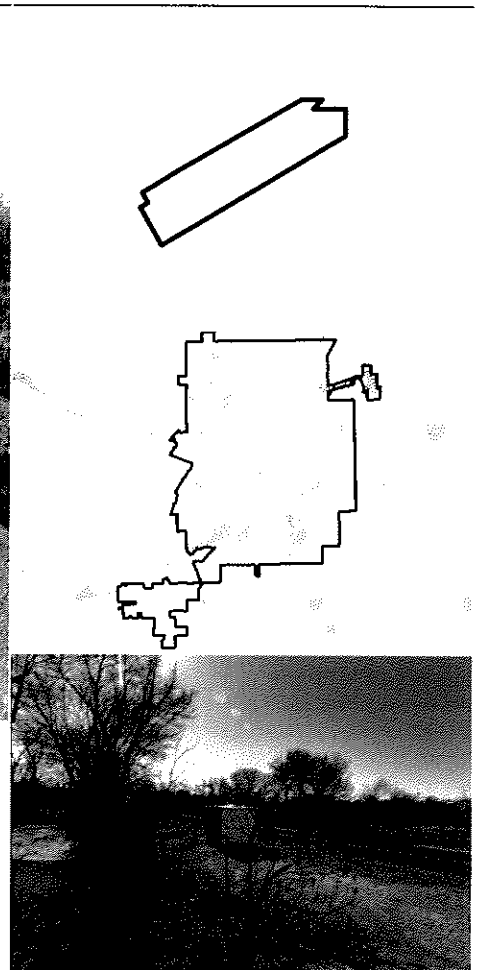
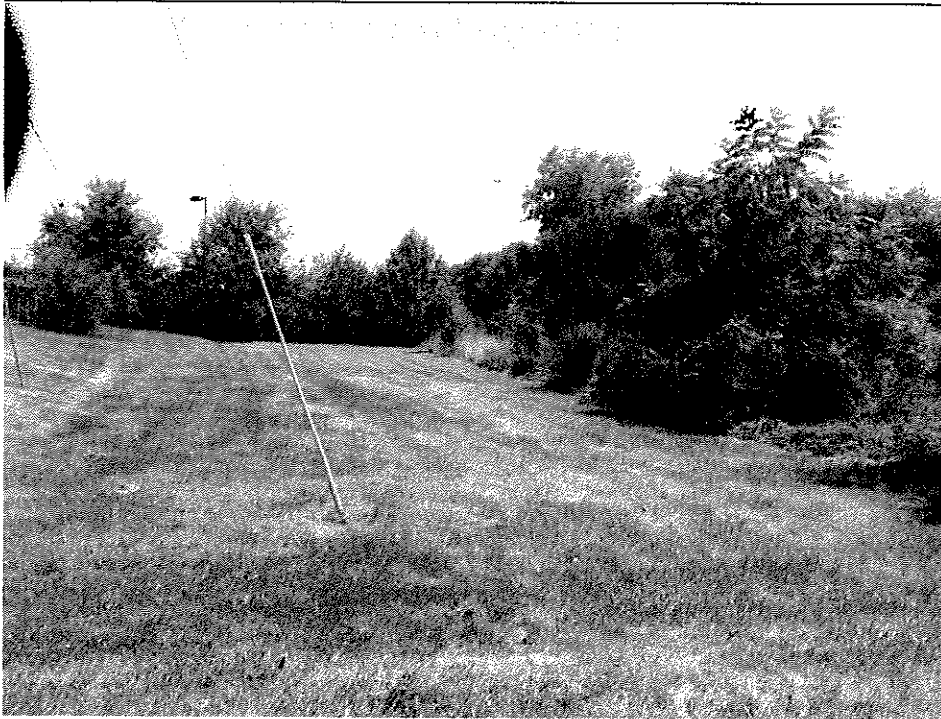


Floral Park Ave (41-17-351-017)

In: 48503, Census Tract 32, Flint, Genesee County, Michigan Lat/Long: 43.00769, -83.67021

Flint Property Portal

Sep 21, 2022



Parcel Data

Parcel Number:	41-17-351-017	City Ward:	Ward 7
Zip Code:	48503	Census Tract:	32
Future Land Use:	Community Open Space	Census Block Group:	1
Structure on Property:	No	Current Zoning District:	D-6
Use:	Commercial	Draft Zoning District:	OS
State Equalized Value:	0	Tall Grass:	No
Owner Name:	CITY OF FLINT	Trash and/or Debris:	No
Owner Address:	1101 S SAGINAW ST, FLINT, MI, 48502	Community Maintenance Commitment:	No
Publicly Owned:	Yes	Mowed by the Community:	No
Parcel Size (Acres):	0.0	Cleaned up by the Community:	No



RESOLUTION NO.: 220436

PRESENTED: OCT - 5 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:

RESOLUTION TO CONVERT BEACH STREET FROM NINTH STREET TO FIFTH STREET
AND BEACH STREET FROM TENTH STREET TO TWELFTH ST
TO TWO-WAY TRAFFIC


A new building was built on the corner of Ninth Street and Saginaw Street. To support the new building, a parking lot was created that paved over Beach Street between Ninth Street and Wellington. City Council authorized the vacating of the street on December 21, 2020, resolution number 200486.1.

The City wishes to convert Beach Street to two way traffic from Ninth Street to Fifth Street, as well as Beach Street from Tenth Street to Twelfth St.

The engineering company that is working on the new building/new parking lot, Rowe Engineering, has studied the proposed changes to the traffic pattern and has given their approval. There is no cost to the City of Flint to make these changes.

IT IS RESOLVED, that the traffic lanes on Beach Street, from Ninth Street to Fifth Street, as well as Beach Street from Tenth Street to Twelfth Street be converted to two-way traffic.

APPROVED AS TO FORM:



William Kim
Chief Legal Officer



Clyde Edwards, City Administrator

CITY COUNCIL:

Dennis Pfeiffer, President

FY22 – KRN

TODAY'S DATE: September 27, 2022

BID/PROPOSAL# N/A

AGENDA ITEM TITLE – Converting Beach Street between Ninth St. and Court St.

PREPARED BY Kathryn Neumann for Michael J. Brown, Director of Public Works

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to change Beach Street from a one way street to a two-way street from Ninth Street to Fifth Street. This change will include a middle turn lane, as well as one lane of traffic traveling north and two lanes traveling south.

This resolution also includes Beach Street from Tenth Street to Twelfth Street, changing the road from a one-way to a two-way.

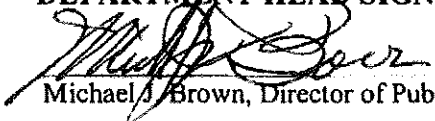
FINANCIAL IMPLICATIONS: None

BUDGETED EXPENDITURE? YES ☒ NO ☐ IF NO, PLEASE EXPLAIN:

OTHER IMPLICATIONS (i.e., collective bargaining): None

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE:


Michael J. Brown, Director of Public Works



RESOLUTION NO.: 220437

PRESENTED: OCT - 5 2022

ADOPTED: _____

BY THE CITY ADMINISTRATOR:


RESOLUTION FOR THE DESIGNATION OF STREET ADMINISTRATOR

Section 13(9) of Act 1, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transaction with the State Transportation Department pursuant to this act."

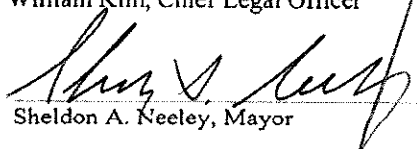
Mayor Sheldon A. Neeley recommends that Rodney McGaha be designated as the Street Administrator for the City of Flint;

IT IS RESOLVED, that the Flint City Council designates Rodney McGaha as Street Administrator for the City of Flint.

APPROVED AS TO FORM:



William Kim, Chief Legal Officer



Sheldon A. Neeley, Mayor

CITY COUNCIL:

FY22 - KRN

TODAY'S DATE: August 23, 2022

BID/PROPOSAL# N/A

AGENDA ITEM TITLE – Designation of Street Administrator

PREPARED BY Kathryn Neumann for Michael J. Brown, Director of Public Works

VENDOR NAME:

BACKGROUND/SUMMARY OF PROPOSED ACTION:

The purpose of this resolution is to designate Rodney McGaha as the Street Administrator. The Transportation Director holds this title. Per Act 51, this designation must take place and the Street Administrator is the person that signs the final report for Act 51.

FINANCIAL IMPLICATIONS:

STAFF RECOMMENDATION: (PLEASE SELECT): ☒ **APPROVED** ☐ **NOT APPROVED**

DEPARTMENT HEAD SIGNATURE:

Michael J. Brown

Michael J. Brown, Director of Public Works



RESOLUTION NO.:

220438

PRESENTED: _____

ADOPTED: _____

**RESOLUTION APPROVING EMPLOYMENT AGREEMENT
FOR DAVINA DONAHUE AS INTERIM CITY CLERK**

On September 12, 2022, the City Council appointed Davina Donahue as interim City Clerk from October 1, 2022 through December 31, 2022.

A proposed employment agreement has been drafted and agreed to by Ms. Donahue, with an annual salary of \$70,817.76, paid at a hourly rate of \$34.047/hour, the same salary that was paid to retired City Clerk Inez Brown, whose position is being filled by Ms. Donahue on an interim basis.

IT IS RESOLVED that the appropriate City official is hereby authorized enter into an employment agreement with Ms. Donahue at the rate listed above, retroactive to the commencement of her employment as interim City Clerk on October 1, 2022.

For the City Council

APPROVED AS TO FORM:

William Kim, City Attorney

ORDINANCE NO. _____**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, Section 50-80, as follows:

§50-80.1. MARIHUANA FACILITIES

~~PLACEHOLDER FOR MARIHUANA ORDINANCES~~

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 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 ADDITIONALLY 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), 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 CANNABIS REGULATORY AGENCY (CRA). IF THE STANDARDS SET FORTH IN THIS ORDINANCE ARE IN CONFLICT WITH THE STANDARDS ADOPTED BY LARA / THE CRA THAN THE STANDARDS FROM LARA / THE CRA SHALL APPLY.

§50-80.2. USES SUBJECT TO THESE CONTROLS ARE AS FOLLOWS:**A. GROUP "E" – ADDITIONALLY REGULATED USES:**

1. MEDICAL MARIHUANA PROVISIONING CENTERS
2. RETAIL FACILITIES
3. COMMERCIAL MARIHUANA SECURE TRANSPORT FACILITIES

B. GROUP "F"- ADDITIONALLY REGULATED USES:

1. COMMERCIAL MARIHUANA GROWING CENTERS
2. COMMERCIAL MARIHUANA PROCESSING CENTER
3. COMMERCIAL MARIHUANA SAFETY COMPLIANCE FACILITIES

C. GROUP "G" – ADDITIONALLY REGULATED USES:

1. MICROBUSINESSES
2. CLASS A MARIHUANA MICROBUSINESS

§50-80.3. 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"), 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 ADDITIONALLY 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 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 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, 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" ADDITIONALLY REGULATED USES:

- A. 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.
- B. CITY - THE CITY OF FLINT, MICHIGAN.
- C. CLASS A MARIHUANA MICROBUSINESS-PERSON OR ENTITY LICENSED TO CULTIVATE NOT MORE THAN 300 MATURE MARIHUANA PLANTS; PACKAGE MARIHUANA; PURCHASE MARIHUANA CONCENTRATE AND MARIHUANA-INFUSED PRODUCTS FROM A LICENSED MARIHUANA PROCESSOR; 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
 - 1. EXCEPT AS OTHERWISE PROVIDED BY THE STATE AND THE MRTMA, A CLASS A MARIHUANA MICROBUSINESS

LICENSE AUTHORIZES A CLASS A MARIHUANA MICROBUSINESS TO TRANSFER MARIHUANA ONLY FROM THE MARIHUANA GROWER AREA TO THE MARIHUANA RETAILER AREA OF THE CLASS A MARIHUANA MICROBUSINESS WITHOUT USING A MARIHUANA SECURE TRANSPORTER IN ACCORDANCE WITH THE STATE MONITORING SYSTEM.

2. A CLASS A MARIHUANA MICROBUSINESS SHALL NOT OPERATE AT MULTIPLE LOCATIONS.

D. 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 AN ADDITIONALLY REGULATED USE BY THE CITY. THIS FACILITY IS USED TO CULTIVATE, DRY, AND PACKAGE MARIHUANA IN ACCORDANCE WITH STATE LAW.

1. 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.

2. 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.

3. A GROWING CENTER SHALL PROVIDE ONLY WHOLESALE PRODUCTS FOR THE USE OF OTHER MEDICAL MARIHUANA PROVISIONING CENTERS OR RETAILERS.

E. MARIHUANA 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.

1. 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.

2. 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.

3. A PROCESSING CENTER SHALL PROVIDE ONLY WHOLESALE PRODUCTS FOR THE USE OF OTHER MARIHUANA PROVISIONING CENTERS OR RETAILERS.
- F. MARIHUANA 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 MARIHUANA AND TRANSPORTS MARIHUANA BETWEEN MARIHUANA LICENSED FACILITIES FOR A FEE.
- G. MARIHUANA SAFETY COMPLIANCE FACILITY - A COMMERCIAL ENTITY LICENSED BY THE STATE OF MICHIGAN FOR MEDICAL AND/OR ADULT-USE MARIJUANA THAT TAKES 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 MARIHUANA LICENSED FACILITY.
- H. ENCLOSED, LOCKED FACILITY - A CLOSET, ROOM OR OTHER COMPARABLE, STATIONARY, AND FULLY ENCLOSED AREA EQUIPPED WITH SECURED LOCKS OR OTHER FUNCTIONING SECURITY DEVICES THAT PERMIT ACCESS ONLY BY A REGISTERED PRIMARY CAREGIVER. 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 A REGISTERED LICENSEE OR REGISTERED QUALIFYING PATIENT.
- I. 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.
- J. 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 AND LICENSED HOME-BASED CHILDCARE CENTERS.
- H. LICENSE APPLICATION - THE REQUIREMENTS AND PROCEDURES SET FORTH IN THIS ORDINANCE TO SECURE THE SUBJECT LICENSE.

- I. 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.
- J. 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.
- K. 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, SECURE TRANSPORTER, CLASS A MARIHUANA MICROBUSINESS AND MICROBUSINESS.
- L. 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
- M. MARIHUANA PLANT - ANY PLANT OF THE SPECIES CANNABIS SATIVA L.
- N. 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.
- O. MEDICAL MARIHUANA FACILITIES LICENSING ACT (MMFLA)-MICHIGAN ACT 281 OF 2016-AN ACT TO LICENSE AND REGULATE MEDICAL MARIHUANA FACILITIES, GROWING, PURCHASING, SELLING RECEIVING, PROCESSING, POSSESSION AND LICENSING. MCL 333.27101-333.27801
- P. MEDICAL MARIHUANA PROVISIONING CENTER- 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 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.
- Q. MICHIGAN MEDICAL MARIHUANA ACT (MMMA)-THE MICHIGAN MEDICAL MARIHUANA ACT, 2008 IL 1, MCL 333.26421 TO 333.26430.
- R. MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT (MRTMA)-INITIATED LAW 1 OF 2018 WHICH PERMITS UNDER STATE LAW THE PERSONAL POSSESSION AND USE OF MARIHUANA BY PERSONS 21 YEARS OF AGE AND OLDER AND PROVIDES FOR THE TAXATION OF REVENUE DERIVED FROM COMMERCIAL MARIHUANA FACILITES, MCL -333.27951-333.27967
- S. 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.
- T. ORDINANCE - THIS ORDINANCE, CHAPTER 50 , SECTION 80.1.
- U. 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.
- V. PLANT - ANY LIVING ORGANISM THAT PRODUCES ITS OWN FOOD THROUGH PHOTOSYNTHESIS AND HAS OBSERVABLE ROOT FORMATION OR IS IN GROWTH MATERIAL.
- W. 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.
- X. RESIDENTIAL ZONED DISTRICT – THE RESIDENTIAL ZONED DISTRICTS ARE "GN-1: GREEN NEIGHBORHOOD, GN-2: GREEN NEIGHBORHOOD, TN-1: TRADITIONAL NEIGHBORHOOD, TN-2: TRADITIONAL NEIGHBORHOOD, MR-1: MIXED RESIDENTIAL, MR-2: MIXED RESIDENTIAL, AND MR-3: MIXED RESIDENTIAL.
- Y. STATE - THE STATE OF MICHIGAN.
- Z. 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:

1. CLASS A - 500 MARIHUANA PLANTS.
2. CLASS B - 1,000 MARIHUANA PLANTS.
3. CLASS C - 1500 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.

AA. 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:

1. A GROWER.
2. AN EXCESS GROWER.
3. A PROCESSOR.
4. A SECURE TRANSPORTER (FACILITY).
5. A PROVISIONING CENTER.
6. A SAFETY COMPLIANCE FACILITY.

7. A RETAIL FACILITY.

8. MICROBUSINESS

9. CLASS A MARIHUANA MICROBUSINESS

BB. USABLE MARIHUANA-THE DRIED LEAVES, FLOWERS, PLANT RESIN, OR EXTRACT OF THE MARIHUANA PLANT, BUT DOES NOT INCLUDE THE SEEDS, STALKS AND ROOTS OF THE PLANT.

CC. 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.

DD. 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.

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

FF. 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.

GG. 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 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.

HH. YOUTH CENTER-A GOVERNMENT OR NONPROFIT FACILITY THAT OFFERS REGULAR, ON-SITE PROGRAMS AND SERVICES PRIMARILY TO PERSONS 18 YEARS OF AGE AND UNDER AND IS USED FOR SAID PROGRAMS AND SERVICES FOR A MINIMUM OF TWO (2) DAYS A WEEK YEAR-ROUND. PROGRAMS AND SERVICES MAY INCLUDE, BUT ARE NOT LIMITED TO, SOCIAL, TRAINING, CULTURAL, ARTISTIC, ATHLETIC, RECREATIONAL OR ADVISORY SERVICES AND ACTIVITIES AND INCLUDES PRIVATE YOUTH MEMBERSHIP ORGANIZATIONS OR CLUBS AND SOCIAL SERVICE TEENAGE CLUB FACILITIES.

§50-80.4. LICENSE ALLOCATION AND ANNUAL FEES

A. 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.

B. THE CITY AFFIRMATIVELY OPTS OUT OF THE DESIGNATED CONSUMPTION ESTABLISHMENT LICENSE TYPE AND SHALL NOT GRANT ANY SUCH LICENSE.

C. A LICENSEE FOR MEDICAL AND ADULT-USE MARIHUANA MUST MAINTAIN BOTH LICENSE TYPES WITH BOTH THE STATE AND THE CITY.

D. THE NON-REFUNDABLE APPLICATION FEE FOR A MARIHUANA FACILITY LICENSE IS \$1500 PER LICENSE, AND THE ANNUAL FEE FOR A 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.

1. THE \$5000 ANNUAL LICENSE FEE BEGINS AND COMMENCES AT THE TIME OF RECEIPT OF THE APPLICANT'S CERTIFICATE OF OCCUPANCY BY THE CITY.

§50-80.5. OPERATION WITHOUT LICENSE PROHIBITED

- A. EVERY MARIHUANA ESTABLISHMENT IN THE CITY OF FLINT SHALL BE LICENSED PURSUANT TO THE TERMS AND PROVISIONS SET FORTH IN THIS CHAPTER. NO PERSON OR ENTITY SHALL OPERATE A MARIHUANA ESTABLISHMENT IN THE CITY WITHOUT FIRST OBTAINING A LICENSE. A 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 AND MAY BE SHUT DOWN BY LAW ENFORCEMENT.

§50-80.6. LICENSE APPLICATION SUBMISSION

- A. APPLICATION FOR ANY GROUP "E", "F", OR "G" 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.

- B. AN APPLICATION FOR A MARIHUANA FACILITY LICENSE REQUIRED BY THIS ORDINANCE SHALL CONTAIN THE FOLLOWING:

1. THE APPROPRIATE NON-REFUNDABLE APPLICATION FEE IS \$1500 PER LICENSE, AND THE ANNUAL LICENSE FEE FOR A MARIHUANA FACILITY LICENSE SHALL BE \$5000, LESS THE INITIAL PAYMENT OF THE APPLICATION FEE FOR THE FIRST YEAR ONLY.
2. 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;
3. 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 AN EMERGENCY CONTACT PERSON AND CONTACT

INFORMATION FOR THE EMERGENCY CONTACT PERSON, ARTICLES OF INCORPORATION, ASSUMED NAME REGISTRATION DOCUMENTS, INTERNAL REVENUE SERVICE SS-4 EIN 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;

4. THE NAME AND ADDRESS OF THE PROPOSED MARIHUANA FACILITY AND ANY ADDITIONAL CONTACT INFORMATION DEEMED NECESSARY AND REQUESTED BY THE CITY;
5. 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, OR CONVICTED OR PLED GUILTY OR NOLO CONTENDERE TO, 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;

6. 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;
7. A SIGNED RELEASE AUTHORIZING THE CITY OF FLINT POLICE DEPARTMENT TO PERFORM A CRIMINAL BACKGROUND CHECK IN ACCORDANCE WITH THE MASTER FEE SCHEDULE PAYABLE TO THE FLINT POLICE DEPARTMENT IN ADVANCE 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;
8. THE NAME, DATE OF BIRTH, PHYSICAL ADDRESS, COPY OF PHOTO IDENTIFICATION, AND EMAIL ADDRESS FOR ANY MANAGERIAL EMPLOYEE OR EMPLOYEE OF THE MARIHUANA FACILITY, IF OTHER THAN THE APPLICANT;

9. 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 NONRENEWAL, INCLUDING THE LICENSING AUTHORITY, THE DATE EACH ACTION WAS TAKEN, AND THE REASON FOR EACH ACTION;

10. ONE OF THE FOLLOWING: (A) PROOF OF OWNERSHIP OF THE ENTIRE PREMISES WHEREIN THE 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;

11. 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 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;

12. A SECURITY PLAN FOR THE 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 MARIHUANA FACILITY MUST HAVE A SECURITY GUARD PRESENT DURING BUSINESS HOURS OR ALTERNATIVE SECURITY PROCEDURES SHALL BE PROPOSED IN THE BUSINESS PLAN;

I. SECURITY CAMERAS ARE REQUIRED FOR ANY GROUP "E", "F" OR "G" ADDITIONALLY REGULATED USE OPERATION. FOR GROUP "E", "F", AND "G." ADDITIONALLY REGULATED USES, THE SECURITY PLANS MUST 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;

THE MRTMA OR OTHER
APPLICABLE STATE LAWS;

- II. 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 MARIHUANA ESTABLISHMENT INDICATING THE FACILITY IS PART OF FLINT PROJECT C.A.T.T. EYE.
13. A FLOOR PLAN OF THE MARIHUANA FACILITY, AS WELL AS A SCALE DIAGRAM ILLUSTRATING THE PROPERTY UPON WHICH THE MARIHUANA FACILITY IS TO BE OPERATED, INCLUDING ALL AVAILABLE PARKING SPACES, AND SPECIFYING WHICH PARKING SPACES, IF ANY, ARE HANDICAPPED-ACCESSIBLE;
14. 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;
15. AN AFFIDAVIT THAT THE TRANSFER OF MARIHUANA TO AND FROM MARIHUANA FACILITIES SHALL BE IN COMPLIANCE WITH THE MMMA AND THE MEDICAL MARIHUANA FACILITIES LICENSING ACT AND
16. A STAFFING PLAN COMPLETE WITH AN ORGANIZATIONAL CHART LISTING ALL INDIVIDUALS THAT INCLUDES POSITION DESCRIPTIONS AND THE NAMES OF EACH PERSON HOLDING EACH POSITION;
17. ANY PROPOSED TEXT OR GRAPHICAL MATERIALS TO BE SHOWN ON THE EXTERIOR OF THE PROPOSED MARIHUANA FACILITY;
18. 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;
19. A LOCATION AREA MAP OF THE MARIHUANA FACILITY AND SURROUNDING AREA THAT IDENTIFIES THE RELATIVE LOCATIONS AND THE DISTANCES (CLOSEST PROPERTY LINE TO THE SUBJECT MARIHUANA FACILITY'S BUILDING) TO THE SUBJECT MARIHUANA FACILITY TO THE CLOSEST REAL PROPERTY COMPRISING A PRE-K-12 SCHOOL, LICENSED HOME-BASED DAYCARE CENTERS, YOUTH CENTER, SUBSTANCE ABUSE DISORDER CENTER OR SUBSTANCE ABUSE REHABILITATION CENTER LICENSED BY THE STATE, A PLACE OF WORSHIP AND ANY DEDICATED PUBLIC PARK(S);

20. 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;
21. 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 IS HAZARDOUS MUST BE DISPOSED OF PURSUANT TO PART 111 OF 1994 PA 451, HAZARDOUS WASTE MANAGEMENT.
22. 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;
23. A DESCRIPTION OF PROCEDURES FOR TESTING OF CONTAMINANTS, INCLUDING MOLD AND PESTICIDES;
24. AN AFFIRMATION UNDER OATH THAT THE APPLICANT ACKNOWLEDGES THE CURRENT STATUS OF FEDERAL MARIHUANA 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).
25. EACH APPLICANT SHALL PROVIDE AN ATTESTATION ACKNOWLEDGING THAT SANCTIONS MAY BE IMPOSED FOR ORDINANCE OR STATE LAW VIOLATIONS WHILE LICENSED OR AFTER THE MARIHUANA LICENSE HAS EXPIRED, AS PROVIDED FOR UNDER STATE LAW AND UNDER CITY ORDINANCES.
26. AS IT RELATES TO A GROWING OR A PROCESSING FACILITY OR AN EXCESS GROWER, THE FOLLOWING ADDITIONAL ITEMS SHALL BE REQUIRED:
- I. 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;
 - II. A PROCESSING PLAN THAT INCLUDES AT A MINIMUM A DESCRIPTION OF THE METHODS TO BE USED;
 - III. 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;

IV. 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;

V. 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 WHERE AND HOW PESTICIDES AND CHEMICALS WILL BE STORED IN THE FACILITY, ALONG WITH A PLAN FOR THE DISPOSAL OF UNUSED PESTICIDES;

VI. ALL GROWERS, EXCESS GROWERS AND PROCESSORS MUST BE PERFORMED WITHIN AN ENCLOSED LOCKED FACILITY WHICH MAY INCLUDE INDOORS OR IN AN ENCLOSED GREENHOUSE.

A. UPON RECEIPT OF A COMPLETED MARIHUANA FACILITY APPLICATION MEETING THE REQUIREMENTS OF THIS ORDINANCE, 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, 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.

1. 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

§50-80.6. REVIEW OF APPLICATIONS

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 MARIHUANA FACILITY APPLICATION FOR COMPLIANCE WITH THE APPLICABLE STATE LAWS AND CITY ORDINANCES.
2. 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.

3. 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.

§50-80.7. LICENSE EVALUATION; LIMITED ADMINISTRATIVE APPROVAL

- A. THE PLANNING COMMISSION SHALL ASSESS ALL APPLICATIONS PURSUANT TO ITS AUTHORITY UNDER THE CITY ZONING CODE AND THE TERMS OUTLINED HEREIN.
- B. 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.
 1. GAMBLING;
 2. PROSTITUTION;
 3. WEAPONS;
 4. VIOLENCE;
 5. TAX EVASION;
 6. FRAUDULENT ACTIVITY; AND
 7. SERIOUS MORAL TURPITUDE.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. IF AN APPLICANT WHO ALREADY HOLDS AN SRU UNDER THIS SECTION SEEKS A RELATED RECREATIONAL MARIHUANA 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 ADDITIONALLY REGULATED USE PERMIT, BY THE CITY'S ZONING COORDINATOR UPON PAYMENT OF A NONREFUNDABLE ADDITIONALLY REGULATED USE PERMIT APPLICATION FEE.

§50-80.8. MINIMUM OPERATING STANDARDS OF MEDICAL MARIHUANA PROVISIONING CENTERS AND RETAILERS

- A. THE FOLLOWING MINIMUM STANDARDS FOR PROVISIONING CENTERS AND RETAILERS SHALL APPLY
 - 1. OPERATING HOURS LIMITED TO BETWEEN 8:00 A.M. AND 9 9P.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" ADDITIONALLY 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" ADDITIONALLY 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. 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; RESTRICTED ACCESS AREA MEANS A DESIGNATED AND SECURE AREA AT A MARIHUANA BUSINESS WHERE MARIHUANA PRODUCTS ARE SOLD, POSSESSED FOR SALE, OR DISPLAYED FOR SALE.

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, 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 WINDOW(S) 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 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 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;

III. TO INSPECT THE PERSON, AND INSPECT 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, THE MEDICAL MARIHUANA FACILITIES LICENSING ACT, THE MRTMA OR APPLICABLE STATE LAWS.

§50-80.9. MINIMUM OPERATING STANDARDS OF A CLASS A MARIHUANA MICROBUSINESS

A. THE FOLLOWING MINIMUM STANDARDS FOR A CLASS A MARIHUANA MICROBUSINESS SHALL APPLY

1. OPERATING HOURS FOR RETAIL CUSTOMERS SHALL LIMITED TO BETWEEN 8:00 A.M. AND 9P.M. MONDAY THROUGH SATURDAY

AND 12:00 NOON AND 6:00 P.M. SUNDAY;

2. A CLASS A MARIHUANA MICROBUSINESS SHALL NOT BE CO-LOCATED ON THE SAME PARCEL WITH ANOTHER GROUP "E" OR GROUP "F" ADDITIONALLY REGULATED USE;

3. CONSUMPTION OF MARIHUANA SHALL BE PROHIBITED ON THE PREMISES OF A CLASS A MARIHUANA MICROBUSINESS, AND A SIGN SHALL BE POSTED ON THE PREMISES OF EACH CLASS A MARIHUANA MICROBUSINESS INDICATING THAT CONSUMPTION IS PROHIBITED ON THE PREMISES;

4. CLASS A MARIHUANA 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 MARIHUANA FACILITIES LICENSING ACT, THE MRTMA OR APPLICABLE STATE LAW, PUBLIC OR COMMON AREAS OF THE CLASS A MARIHUANA MICROBUSINESS MUST BE SEPARATED FROM RESTRICTED OR NON-PUBLIC AREAS OF THE PROVISIONING CENTER OR RETAILER BY A PERMANENT BARRIER. UNLESS PERMITTED BY THE MMMA, 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, GROW AND/OR PROCESSING AREAS WITHIN THE CLASS A MARIHUANA MICROBUSINESS MUST BE SEPARATED FROM ANY CUSTOMER/PATIENT AREAS BY A PERMANENT BARRIER. UNLESS PERMITTED BY THE MMMA, 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 CLASS A MARIHUANA 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 A CLASS A MARIHUANA MICROBUSINESS SHALL NOT BE PERMITTED;

9. A CLASS A MARIHUANA MICROBUSINESS SHALL NOT ALLOW THE SALE, CONSUMPTION, OR USE OF ALCOHOL OR TOBACCO PRODUCTS ON THE PREMISES;

10. NO CLASS A MARIHUANA 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 CLASS A MARIHUANA MICROBUSINESS IS OPERATED;

11. THE LICENSE REQUIRED BY THIS ORDINANCE SHALL BE PROMINENTLY DISPLAYED ON THE PREMISES OF A CLASS A MARIHUANA 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 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;

III. TO INSPECT THE PERSON, AND INSPECT 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, THE MEDICAL MARIHUANA FACILITIES LICENSING ACT, THE MRTMA OR APPLICABLE STATE LAWS.

13. THE CLASS A MARIHUANA 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 CLASS A MARIHUANA 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 CLASS A MARIHUANA 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 ENSURE 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:

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.

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 CLASS A MARIHUANA 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. CLASS A MARIHUANA 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 CLASS A MARIHUANA MICROBUSINESS SHALL BE DONE INDOORS;

§50-80.10. MINIMUM OPERATING STANDARDS OF COMMERCIAL MEDICAL MARIHUANA GROWING CENTERS, INCLUDING EXCESS GROWERS

A. 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. 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 ENSURE COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES AND ORDINANCES;

9. THE DISPENSING OF MARIHUANA AT THE GROWING FACILITY SHALL BE PROHIBITED;

I. IF CO-LOCATED WITH A GROUP "E" ADDITIONALLY 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 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 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 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;

III. TO INSPECT THE PERSON,
AND INSPECT 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, THE MRTMA, AND
MEDICAL MARIHUANA
FACILITIES LICENSING ACT
OR APPLICABLE STATE
LAWS.

**§50-80.11. MINIMUM OPERATING
STANDARDS OF COMMERCIAL
MEDICAL MARIHUANA PROCESSING
CENTER**

A. THE FOLLOWING MINIMUM
STANDARDS FOR PROCESSING
CENTERS SHALL APPLY:

I. 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
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
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 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
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
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
MARIHUANA AT THE PROCESSOR
FACILITY SHALL BE PROHIBITED;

I. IF CO-LOCATED WITH A
GROUP "E" ADDITIONALLY
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 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:
- 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.
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 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;
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 USEABLE 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
MARIHUANA PROVISIONING
CENTERS OR RETAILERS.

**§50-80.12. MINIMUM OPERATING
STANDARDS OF COMMERCIAL
MARIHUANA SECURE TRANSPORT
FACILITY**

A. 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 MARIHUANA BY A
SECURE TRANSPORTER SHALL
COMPLY WITH THE
FOLLOWING:

I. 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.

V. THE STORAGE FACILITY
SHALL BE OPEN AT ALL
TIMES TO ANY MICHIGAN
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:

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

- I. 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;

- II. TO INSPECT THE PERSON(S), AND INSPECT OR EXAMINE PERSONAL EFFECTS PRESENT, IN A MARIHUANA FACILITY, OF ANY HOLDER OR STATE OPERATING LICENSE WHILE THAT PERSON IS PRESENT IN A MARIHUANA FACILITY;
- III. TO INVESTIGATE ALLEGED VIOLATIONS OF THE MMMA AND MEDICAL MARIHUANA FACILITIES LICENSING ACT, THE MRTMA, OR APPLICABLE STATE LAWS.
- IV. ALL MARIHUANA STORED WITHIN THE FACILITY SHALL BE STORED WITHIN ENCLOSED LOCKED FACILITIES IN ACCORDANCE WITH THE MMMA AS AMENDED.
- V. 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:
- VI. MAINTAINING ADEQUATE PERSONAL CLEANLINESS;
- VII. WASHING HANDS THOROUGHLY INADEQUATE HAND WASHING AREAS BEFORE STARTING WORK AND AT ANY OTHER TIME WHEN THE HANDS MAY HAVE

BECOME SOILED OR
CONTAMINATED;

VIII. 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.

5. 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.

6. 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.

7. 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 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 MARIHUANA OR A
MARIHUANA INFUSED
PRODUCT.

8. A VEHICLE USED BY A SECURE
TRANSPORTER IS SUBJECT TO

ADMINISTRATIVE INSPECTION BY A LAW ENFORCEMENT OFFICER AT ANY POINT DURING THE TRANSPORTATION OF MARIHUANA TO DETERMINE COMPLIANCE WITH ALL STATE AND LOCAL LAWS, RULES, REGULATIONS AND ORDINANCES.

§50-80.13. MINIMUM OPERATING STANDARDS OF COMMERCIAL MARIHUANA SAFETY COMPLIANCE FACILITY

A. 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 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

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 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 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 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 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 MARIHUANA;

7. ALL PERSONS WORKING IN DIRECT CONTACT WITH 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 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. 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 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 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:

MARIHUANA FACILITIES LICENSING ACT, THE MRTMA, OR APPLICABLE STATE LAWS.

§50-80.14. MINIMUM OPERATING STANDARDS OF MARIHUANA MICROBUSINESSES

- 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 RECEIPTACLES, OR EQUIPMENT IN WHICH THE RECORDS ARE STORED.
- III. TO INSPECT THE PERSON, AND INSPECT 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 MEDICAL

A. THE FOLLOWING MINIMUM STANDARDS FOR MICROBUSINESSES SHALL APPLY:

1. OPERATING HOURS FOR RETAIL CUSTOMERS SHALL LIMITED TO BETWEEN 8:00 A.M. AND 9:00 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" ADDITIONALLY REGULATED USE;
3. CONSUMPTION OF MARIHUANA 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. 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 MARIHUANA 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 RETAILER BY A PERMANENT BARRIER. UNLESS PERMITTED BY THE MMMA, 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, 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 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 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 A 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 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;

III. TO INSPECT THE PERSON,
AND INSPECT 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, 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 ENSURE 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:

- 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.

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

§50-80.15. LOCATION OF GROUP "E" ADDITIONALLY REGULATED USES

1. GROUP "E" ADDITIONALLY REGULATED USES SHALL BE LIMITED TO THE DE: DOWNTOWN EDGE, CC: CITY CORRIDOR, CE: COMMERCE AND EMPLOYMENT, AND PC: PRODUCTION CENTER, AND GI-2: GREEN INNOVATION ZONING DISTRICTS.

2. GROUP "E" ADDITIONALLY REGULATED USES. AN APPLICATION TO ESTABLISH A GROUP "E" ADDITIONALLY REGULATED USE SHALL NOT BE APPROVED IF THERE IS ALREADY IN EXISTENCE FOUR OR MORE GROUP "A" OR GROUP "E" ADDITIONALLY REGULATED USES WITHIN 2,000 FEET OF THE BOUNDARIES OF THE SITE OF THE PROPOSED REGULATED USE.

3. GROUP "E" ADDITIONALLY REGULATED USE. AN APPLICATION TO ESTABLISH A GROUP "E" ADDITIONALLY REGULATED USE SHALL NOT BE APPROVED IF THE PROPOSED LOCATION IS WITHIN 1,000 FEET OF A PRE-K THROUGH 12 SCHOOL, LICENSED HOME-BASED DAYCARE CENTERS, YOUTH CENTER, SUBSTANCE ABUSE DISORDER CENTER OR SUBSTANCE ABUSE REHABILITATION CENTER LICENSED BY THE STATE 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.

§50-80.16. LOCATION OF GROUP "F" ADDITIONALLY REGULATED USES

1. GROUP "F" ADDITIONALLY REGULATED USES SHALL BE LIMITED TO THE CE: COMMERCE AND EMPLOYMENT, PC: PRODUCTION CENTER, AND GI-2 GREEN INNOVATION ZONING DISTRICTS. FOR ADDITIONALLY REGULATED USES THERE SHALL BE NO OTHER ACCESSORY USES PERMITTED WITHIN THE SAME FACILITY.

2. GROUP "F" ADDITIONALLY REGULATED USE. AN APPLICATION TO ESTABLISH A GROUP "F" ADDITIONALLY

REGULATED USE SHALL NOT BE APPROVED IF THE PROPOSED LOCATION IS WITHIN 1,000 FEET OF A PRE-K THROUGH 12 SCHOOL, LICENSED HOME-BASED DAYCARE CENTERS, YOUTH CENTER, SUBSTANCE ABUSE DISORDER CENTER OR SUBSTANCE ABUSE REHABILITATION CENTER LICENSED BY THE STATE 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.

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.

§50-80.17. LOCATION OF GROUP "G" ADDITIONALLY REGULATED USES

A. GROUP "G" ADDITIONALLY REGULATED USES SHALL BE LIMITED TO THE NC: NEIGHBORHOOD CENTER, DC: DOWNTOWN CORE, DE: DOWNTOWN EDGE, CC: CITY CORRIDOR, CE: COMMERCE AND EMPLOYMENT, PC PRODUCTION CENTER, AND GI-2 GREEN INNOVATION ZONING DISTRICTS.

B. GROUP "G" ADDITIONALLY REGULATED USE. AN APPLICATION TO ESTABLISH A GROUP "G" ADDITIONALLY REGULATED USE SHALL NOT BE APPROVED IF THE PROPOSED LOCATION IS WITHIN 1,000 FEET OF A PRE-K THROUGH 12 SCHOOL, LICENSED HOME-BASED DAYCARE CENTERS, YOUTH CENTER, SUBSTANCE ABUSE DISORDER CENTER OR SUBSTANCE ABUSE REHABILITATION CENTER LICENSED BY THE STATE 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.

§50-80.18. DENIAL AND REVOCATION

A. 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;

B. A LICENSE APPLIED FOR OR ISSUED UNDER THIS ORDINANCE MAY BE DENIED OR REVOKED ON ANY OF THE FOLLOWING BASIS:

1. VIOLATION OF THIS ORDINANCE;
2. 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 SUBSTANCE-RELATED FELONY BY THE APPLICANT OR ANY STAKEHOLDER OF THE APPLICANT EVER OR WHILE LICENSED UNDER THIS ORDINANCE;
3. 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;
4. 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;

5. THE MARIHUANA FACILITY IS DETERMINED BY THE CITY OF FLINT TO HAVE BECOME A PUBLIC NUISANCE;
6. THE MICHIGAN CANNABIS REGULATORY AGENCY HAS DENIED, REVOKED OR SUSPENDED THE APPLICANT'S STATE LICENSE.

C. ANY ADDITIONALLY REGULATED USE THAT CEASES FOR MORE THAN 30 DAYS SHALL NOT BE RESUMED EXCEPT BY APPLICATION AND APPROVAL PURSUANT TO CHAPTER 17, UNLESS THE HIATUS IS CAUSED BY A TEMPORARY REVOCATION OR SUSPENSE OF THE LICENSE AND IS PENDING A PLANNING COMMISSION HEARING.

§50-80.19. RESIDENT-INITIATED HEARINGS; PENALTIES; TEMPORARY SUSPENSION OF A LICENSE; SEIZURE AND FORFEITURE

- A. A PERSON, WHO LIVES, WORKS, AND/OR REGULARLY VISITS A NEIGHBORHOOD IN WHICH A MARIJUANA FACILITY IS LOCATED, MAY MAKE A FORMAL COMPLAINT TO THE ZONING COORDINATOR OR HIS/HER DESIGNEE 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.

1. THE COMPLAINANT AND THE LICENSEE, AS RESPONDENT FOR THE MARIJUANA FACILITY, SHALL BE NOTIFIED OF THE DATE AND TIME OF THE CASE REVIEW.
 2. 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.
 3. 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.
- B. THE CITY OF FLINT MAY REQUIRE AN APPLICANT OR HOLDER OF LICENSE OF A 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;
- C. 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. IMMEDIATE, TEMPORARY REVOCATION OR SUSPENSION OF THE ADDITIONALLY 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;

- D. 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;
- E. TWO OR 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.

- F. THE PLANNING COMMISSION MAY TEMPORARILY SUSPEND A 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;
- G. 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;
- H. 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.

§50-80.20. LAWFUL NON-CONFORMING AND GRANDFATHERED LOCATIONS

- A. ANY PROVISIONING CENTER APPLICANT GRANTED GROUP "E" ADDITIONALLY 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 ADDITIONALLY REGULATED USE GROUP "E" LICENSE, WILL RETAIN LEGAL NON-CONFORMING RIGHTS.
- B. ANY PREVIOUSLY LICENSED MEDICAL MARIHUANA CULTIVATION OR GROWING FACILITY WHO RECEIVED AN ADDITIONALLY 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" ADDITIONALLY 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 AND THE ANY LOCATION OF A GROWING CENTER MUST ADHERE TO THE STANDARDS ESTABLISHED IN SECTION 50-80.16, "LOCATION OF A GROUP "F" ADDITIONALLY REGULATED USE.
- C. 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, LICENSED HOME-BASED DAYCARE CENTERS, YOUTH CENTER, SUBSTANCE ABUSE DISORDER CENTER OR SUBSTANCE ABUSE REHABILITATION CENTER LICENSED BY THE STATE, PARKS OR PLACES OF WORSHIP, AND/OR DOES NOT MEET THE ZONING CLASSIFICATION REQUIRED UNDER THIS ORDINANCE, IS INELIGIBLE FOR ADMINISTRATIVE APPROVAL DESCRIBED IN SECTION 50-80.07 AND MUST UNDERGO A PUBLIC HEARING BEFORE THE PLANNING COMMISSION PRIOR TO RECEIVING ANY ADDITIONAL LICENSE(S).

§50-80.21. TRANSFER OF MARIHUANA FACILITY LICENSES; PROCESS

A. ADDITIONALLY REGULATED USE PERMITS ARE ISSUED TO THE APPLICANT, AND NOT TO THE LOCATION. ANY CHANGES TO THE ADDITIONALLY 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 ADDITIONALLY REGULATED USE PERMIT BY THE CITY'S ZONING COORDINATOR UPON PAYMENT OF A NONREFUNDABLE

ADDITIONALLY REGULATED USE PERMIT APPLICATION FEE AND POLICE BACKGROUND CHECK FEES IN ACCORDANCE WITH THE MASTER FEE SCHEDULE.

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 ADDITIONALLY REGULATED USE PERMIT APPLICATION FEE, COMPLETION OF A BACKGROUND CHECK FOR ANY NEW OWNER(S) AND POLICE BACKGROUND CHECK FEES IN ACCORDANCE WITH THE MASTER FEE SCHEDULE, AND PUBLIC HEARING BEFORE THE PLANNING COMMISSION FOR APPROVAL OF THE TRANSFER OF THE APPLICABLE ADDITIONALLY 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 AN ADDITIONALLY 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.

§50-80.22. GROUP “E”, “F” AND “G” LICENSE LOCATION APPEALS PROCESS

A. THE MARIHUANA FACILITIES LICENSING ANALYSIS “MAPS”, DEVELOPED AND ADMINISTERED BY THE PLANNING & ZONING DIVISION, SYMBOLIZES A SPATIAL ANALYSIS PERFORMED UTILIZING THE CRITERIA LISTED IN SECTION 50-80.15, (LOCATION OF GROUP “E” ADDITIONALLY REGULATED USES) AND IN SECTION 50-80.16, AND 50-80.17 (LOCATION OF GROUP “F” AND “G” ADDITIONALLY REGULATED USES, RESPECTIVELY). ANY POTENTIAL LOCATION OF A GROUP “E”, “F” OR “G” 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.

1. NO SUCH VARIANCE SHALL BE AUTHORIZED BY THE PLANNING COMMISSION UNLESS THE COMMISSION FINDS THAT ALL OF THE FOLLOWING FACTS AND CONDITIONS EXIST:

I. THE PROPOSED USE WILL NOT ALTER THE ESSENTIAL CHARACTER OF THE AREA.

II. THE PROBLEM WAS NOT A SELF-CREATED HARDSHIP.

III. THE USE WILL BE COMPATIBLE WITH ADJACENT USES OF LAND.

IV. THE PLIGHT IS DUE TO UNIQUE CIRCUMSTANCES PECULIAR TO THE PROPERTY AND NOT TO GENERAL NEIGHBORHOOD CONDITIONS.

V. ISSUANCE OF THE VARIANCE WOULD STILL ENSURE THAT THE SPIRIT OF THE ORDINANCE IS INTACT.

§50-80.23. COMMUNITY BENEFIT LOCATIONAL EXEMPTIONS

A. SOCIAL EQUITY PROGRAM EXEMPTION - APPLICANTS WHO APPLY FOR A GROUP “G” ADDITIONALLY REGULATED USE, I.E. A MICROBUSINESS LICENSE, OR WHO APPLY FOR A GROUP “F” ADDITIONALLY REGULATED USE 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:

1. 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
2. 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
3. THE APPLICATION IN QUESTION IS FOR A PARCEL ZONED NC: NEIGHBORHOOD CENTER, DC: DOWNTOWN CORE, DE: DOWNTOWN EDGE FOR A MICROBUSINESSES, OR ZONED CE: COMMERCE AND EMPLOYMENT FOR A CLASS A GROW FACILITY; AND
 - I. THE APPLICANT MUST BE ABLE TO DEMONSTRATE THAT THEIR PROPOSED FACILITY WILL DEMONSTRABLY BE AN ASSET TO THE NEIGHBORHOOD, AND AS CONSTRUCTED AND OPERATED BY THE APPLICANT WILL NOT HAVE ANY, OR MINIMAL, NEGATIVE SECONDARY EFFECTS ON THE NEIGHBORHOOD. NEGATIVE SECONDARY EFFECTS CAN INCLUDE THE FOLLOWING IMPACTS:
 - II. VEHICULAR AND PEDESTRIAN TRAFFIC;
 - III. NOISE, ODORS, OR LIGHTS THAT EMANATE BEYOND THE SITE'S BOUNDARIES ONTO PROPERTY

IN THE AREA ON WHICH THERE ARE RESIDENTIAL DWELLINGS;

- IV. EXCESSIVE NUMBERS OF PERSONS GATHERING OUTSIDE THE ESTABLISHMENT;
- V. PEAK HOURS OF USE THAT ADD TO CONGESTION OR OTHER NEGATIVE EFFECTS IN THE NEIGHBORHOOD.
4. 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.
5. BLIGHT ELIMINATION PLAN EXEMPTION - APPLICANTS WHO APPLY FOR A GROUP "E," GROUP "F," AND/OR GROUP "G" ADDITIONALLY 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 REVOCATION PROCESS OUTLINED IN THIS ORDINANCE.
6. 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.
 7. PARK BEAUTIFICATION PLAN EXEMPTION - APPLICANTS WHO APPLY FOR A GROUP "E," GROUP "F," AND/OR GROUP "G" ADDITIONALLY 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 RECREATIONAL 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.
8. 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.

9. 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 ON OCTOBER 29, 2022 OR IN CONJUNCTION WITH THE FLINT ZONING CODE.

Adopted this _____ day of _____ 2022, A.D.

Sheldon A. Neeley, Mayor

Inez M. Brown, City Clerk

APPROVED AS TO FORM:



William Y. Kim, City Attorney