



**CITY COUNCIL PACKET**  
**MONDAY, AUGUST 5, 2019**

Prepared By:  
Kris Vogel, CMMC/MMC, City Clerk  
Kevin A. Catlin, City Manager



**CITY COUNCIL  
REGULAR MEETING OF  
MONDAY, AUGUST 5, 2019, 6:30 P.M.  
AGENDA**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL: Mayor Burdett, Council Members Eib, Hollingsworth, Hoover, Morgan, Navarro, and Riley
- IV. APPROVAL OF MINUTES
  - A. Regular Meeting of July 15, 2019
- V. REPORTS
  - A. City Manager – Kevin A. Catlin
    - 1. Approve – Business Licenses (res. #55-19)
    - 2. Appoint – Voting Delegates for MML Annual Convention (res. #56-19)
    - 3. Approve – Crack Sealing Bid (res. #57-19)
    - 4. Authorize – City Manager to Sign MDOT Contract #19-5363 (res. #58-19)
    - 5. Authorize – City Manager to Sell 862 Lafayette Avenue (res. #59-19)
    - 6. Discuss – Adult Business Ordinance
    - 7. Bills In Line
- VI. COUNCIL COMMENTS
- VII. CITIZEN COMMENTS
- VIII. ADJOURNMENT

NEXT MEETING: **Monday August 19, 2019**  
NEXT RESOLUTION: **60-19**  
NEXT PROCLAMATION: **04-19**  
NEXT ORDINANCE: **03-19**  
NEXT TRAFFIC CONTROL ORDER: **2019-1**



**MINUTES OF THE REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF SPRINGFIELD  
JULY 15, 2019**

**I. CALL TO ORDER**

Mayor Burdett called the regular meeting of the Council of the City of Springfield to order at 7:30 p.m.

**II. PLEDGE OF ALLEGIANCE**

Mayor Burdett led the pledge of allegiance.

**III. ROLL CALL**

Present: Council Members Eib, Hollingsworth, Hoover, Morgan, Navarro, and Mayor Burdett.

Absent: Council Member Riley.

It was moved by Hollingsworth, seconded by Eib and unanimous to excuse Council Member Riley from the regular meeting of July 15, 2019.

**IV. APPROVAL OF MINUTES**

It was moved by Eib, seconded by Hollingsworth and unanimous that the minutes of the July 1, 2019, regular meeting be approved subject to any additions or corrections.

**V. REPORTS**

**A. Building/Code Enforcement Department – June (T. Seaman)**

Mayor Burdett asked if there were any questions regarding the Building/Code Enforcement Department reports presented by Tina Seaman. Being none, the reports will be filed as presented.

**B. Public Services Department – June (T. Blaniar)**

Mayor Burdett asked if there were any questions regarding the Public Services Department report presented by Terry Blaniar, Public Services Department Director. Being none, the report will be filed as presented.

**C. Fire Department – June (C. Childers)**

Mayor Burdett asked if there were any questions regarding the Fire Department report presented by Cris Childers, Public Safety Office Manager. Being none, the report will be filed as presented.

**D. Law Enforcement Department – June (C. Childers)**

Mayor Burdett asked if there were any questions regarding the Law Enforcement Department report presented by Public Safety Office Manager Cris Childers. Being none, the report will be filed as presented.

E. City Manager – Kevin A. Catlin

1. Authorize – City Manager to Sign Real Property Sale and Closing-related Documents

City Manager Catlin stated this resolution will authorize the City Manager to sign real property sale and closing-related documents.

It was moved by Council Member Hoover and seconded by Council Member Navarro that the following resolution be adopted:

**Resolution #51-19**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Kevin A. Catlin, City Manager, to enter into a sales agreement and sign all closing related documents, with AAA Storage of Springfield, for 862 Lafayette Avenue for \$16,000.

**LEGAL DESCRIPTIONS:** SP CITY, SEC 3 THE W 52.1 RODS OF THE E 1/2 OF THE NE 1/4 LYING N OF PC ROW. EXCEPTING PARCEL # 13-54-003-020-10 (SPLIT 2002). EXCEPTING PARCEL #13-54-003-020-15 (SPLIT 2003)

All nays. Resolution defeated.

2. Authorize – City Manager to Sign Fire Truck Sales Agreement

City Manager Catlin stated this resolution will authorize the City Manager to sign a sales agreement with Emergency Vehicle Products.

It was moved by Council Member Morgan and seconded by Council Member Hollingsworth that the following resolution be adopted:

**Resolution #52-19**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Kevin A. Catlin, City Manager, to enter into a sales agreement with Emergency Vehicle Products for the sale of the 1993 Pierce Fire/Aerial Truck in the amount of \$12,000.

All ayes. Resolution adopted.

3. Reappoint – EDC/TIFA/BRA Board Member

City Manager Catlin stated this resolution will reappoint a member of the EDC/TIFA/BRA Board.

It was moved by Council Member Hollingsworth and seconded by Council Member Eib that the following resolution be adopted:

**Resolution #53-19**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to approve the reappointment of Tom Crandell to the EDC/TIFA/BRA Board; said term to expire July 31, 2025.

All ayes. Resolution adopted.

Mayor Burdett thanked Mr. Crandell for his willingness to serve on the EDC/TIFA/BRA Board.

4. Approve – Business Licenses

City Manager Catlin stated this resolution will approve annual business licenses set to expire June 30, 2020.

It was moved by Council Member Eib and seconded by Council Member Navarro that the following resolution be adopted:

**Resolution #54-19**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD that the following business licenses are hereby approved; said licenses to expire June 30, 2020:

**New or Used Car Dealership**

Custom Connection Motorsports, LLC	335 N. Helmer Road
Express Auto Inc.	1588 W. Dickman Road
Tri State Used Cars	427 N. 20 <sup>th</sup> Street

**Automotive Repair Facility**

Custom Connection Motorsports, LLC	335 N. Helmer Road
Express Auto Inc.	1588 W. Dickman Road
Sellen Repair	860 Lafayette Avenue
Street Auto Service	780 Lafayette Avenue

**Recycling Center**

Waste Management of Michigan	4547 Wayne Road
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**Collecting Commercial/Industrial/Residential Refuse**

Waste Management of Michigan	4547 Wayne Road
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All ayes. Resolution adopted.

5. Discussion – Medical Marijuana Licensing Ordinance and Newly Released Recreational Marijuana Rules

Jeff Barker, Attorney, stated he feels it will create more work for staff limiting the number of licenses in the City of Springfield with the small geographical area where marijuana businesses would be allowed. He also asked how it would be determined who gets a license if we limit the number of licenses. In addition, one licensee could have multiple licenses as the licenses can be stacked.

6. Bills In Line

It was moved by Council Member Eib, seconded by Council Member Hollingsworth, and unanimously approved that the checks be drawn from the various accounts and the bills be paid.

VI. COUNCIL COMMENTS

None.

VII. CITIZEN COMMENTS

Mr. Craig Cunningham asked if the City Council had a timeline as to when the ordinances related to marijuana would be presented for further consideration? City Manager Catlin stated the Planning Commission is reviewing the adult business ordinance at their July 22<sup>nd</sup> meeting and will recommend it to the City Council at their August 5<sup>th</sup> meeting. The City Attorney will be present at the August 5<sup>th</sup> meeting to answer further clarifying questions. Most likely the first reading of the ordinance will be at the second

meeting in August or the first meeting in September.

VIII. ADJOURNMENT

The meeting was adjourned at 6:45 p.m.

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Kris Vogel, CMMC/MMC  
City Clerk

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Harry Burdett  
Mayor



**City Manager's Report  
August 05, 2019**

***Action Items:***

**Approve – Annual Business Licenses – Res. #55-19**

This resolution would approve annual business licenses set to expire June 30, 2020.

**Appoint – Voting Delegates for MML Annual Convention – Res. #56-19**

This resolution would appoint Mayor Burdett and Mayor Pro-tem Eib as the MML voting designees at the MML Annual Convention in Detroit scheduled for September 25-27, 2019.

**Approve – Crack Sealing Bid – Res. #57-19**

This resolution will award a city-wide crack sealing bid to Asphalt Restoration, Inc. of Kalamazoo, MI in an amount of \$41,650 to \$47,600 depending on the scope of the project. The engineers estimate for this project was \$53,000 for 35,000 to 40,000 LBS of crack sealing product. The City budgeted \$53,000 for this project and would like to utilize full funding to do additional work.

A bid letting was held on July 22, 2019, and the City received the following bids:

<b>Company</b>	<b>Bid</b>
Asphalt Restoration, Inc.	\$41,650 to \$47,600
Scodeller Construction Co.	\$48,650 to \$55,600

**Authorize – City Manager to Sign MDOT Contract #19-5363 – Res. #58-19**

This resolution will authorize the City Manager to sign an MDOT street paving TEDF Category B contract. This project is being funded in partnership with MDOT through their TEDF Category B Program. The City will receive 50% of total funding for this project. This project encompasses the following streets: N. 28th Street, N. 30th Street, Wilber Street, 7th Avenue/Flemming Street, N. 32nd Street, 8th Street, 5th Avenue, 6th Avenue, Wayne Road, Army Street, and Navy Street.

**Authorize – City Manager to Sell 862 Lafayette Avenue – Res. #59-19**

This resolution will authorize the City Manager to sign all real property sale and closing-related documents for 862 Lafayette Avenue. The 10.168 acre parcel of land has not necessarily been on the market, but is located within the current adult business district (Lafayette & 20<sup>th</sup>). A recreational marijuana company wants to buy the entire parcel to locate a marijuana establishment (recreational marijuana). The City Manager advised the company the City Council is currently considering a medical marijuana licensing ordinance and has not taken up recreational just yet. The agreement

attached stipulates Tranquility Fields will only buy the property if the City adopts a recreational marijuana licensing ordinance. Tranquility Fields is offering \$75,000 for the entire wooded parcel.

## **Discussion – Adult Business Ordinance and Medical Marijuana Licensing Ordinance and Newly Released Recreational Marijuana Rules**

### *Adult Business Ordinance*

The Planning Commission approved a resolution at its July 22, 2019 meeting to recommend amendments to the adult business ordinance. Of greatest importance was the inclusion and two (2) marijuana overlay districts. One district is the same as the previous adult business district. This district allows all adult businesses including marijuana facilities. The other district (Wayne Rd.) only allows marijuana facilities.

### *Medical Marijuana Licensing Ordinance*

The Council needs to decide how many licenses of each facility type to allow. The City Attorney recommends against allowing an unlimited number. He recommends the Council choose an “up to” or simply establish a number.

### *Recreational Marijuana (Adult Use)*

The Marijuana Regulatory Agency (MRA) issued the emergency rules for recreational marijuana on July 3, 2019. The promulgation of rules is required per the Michigan Regulation and Taxation of Marihuana Act (MRTMA) passed by voters last November. The rules provide municipalities and prospective licensees with the framework in which to operate if they choose to participate in the recreational marijuana industry.

The Michigan Municipal League has advised all municipalities to quickly consider an opt-out or an ordinance regulating the matter before November 1, 2019 as the State has already released emergency rules regulating recreational marijuana. Remember, municipalities are automatically opted in to having recreational marijuana establishments. The statute gives MRA/LARA the ultimate licensing ability while municipal licensing is optional (as in a muni *may* license). If the City Council cannot decide by then, we will need to adopt an opt-out ordinance, as the moratorium will not be good protection. I think an opt-out ordinance is good protection against a potential lawsuit if the Council cannot decide by September 16, 2019.

## **Bills in Line**

Review and approval of City expenses.

## **Informational Item**

The City Attorney will be on vacation and cannot make it to this meeting to offer input during the marijuana discussion. I have contacted him to schedule a visit for the next meeting, but I am awaiting confirmation.

Respectfully submitted.

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**Kevin A. Catlin | City Manager**

City of Springfield, Michigan





**August 5, 2019**

**RESOLUTION**

**No. 55-19**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD that the following

business licenses are hereby approved; said licenses to expire June 30, 2020:

**New or Used Car Dealership**

DMC Auto, LLC  
Wright's Automotive

398 N. 20<sup>th</sup> Street  
622 Upton Avenue

**Automotive Repair Facility**

Wright's Automotive

622 Upton Avenue

**Collecting Commercial/Industrial Refuse**

Republic Services

3432 Gembrit Circle, Kalamazoo, MI

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_



**August 5, 2019**

**RESOLUTION**

**No. 56-19**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to designate the following representatives for the City of Springfield to cast the vote of the municipality at the Michigan Municipal League's Annual Convention:

Harry Burdett, Official Representative  
Larry Eib, Alternate Representative

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_





**August 5, 2019**

**R E S O L U T I O N**

**No. 57-19**

WHEREAS, CITY OF SPRINGFIELD STAFF budgeted \$53,000 in FY19/20 to do City-wide crack sealing; and

WHEREAS, THE CITY OF SPRINGFIELD solicited bids for the City-wide crack sealing project and the low bid of \$47,600 was received by Asphalt Restoration, Inc.

THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Terry Blaniar, Department of Public Services Director, to spend up to the budgeted amount of \$53,000 for crack sealing.

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_



**August 5, 2019**

**RESOLUTION**

**No. 58-19**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Kevin A. Catlin, City Manager, to sign MDOT Contract Number 19-5363 for the Category B City-wide street paving project.

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_



## COMPENSATION AGREEMENT

The undersigned parties agree to the following terms set forth in this agreement.

The seller(s) acknowledge that the property located at 862 Lafayette Avenue, Springfield, Michigan is currently offered for sale and agree to provide access for showing purposes, to the undersigned real estate agent and his/her client. It is agreed that seller and real estate agent will be present at all showings unless otherwise stated in writing.

Seller(s) represent that they are the owners of the above property.

Seller(s) acknowledges they are not currently obligated under any contract to sell said property.

Seller(s) agree to pay the Real Estate Broker, Keller Williams Realty, a fee of 6 % of the total purchase price of above property.

Seller(s) acknowledge that the Real Estate Broker and its agents represent the purchaser's interests and not the seller's during the showing of the property and any subsequent transaction that may result from the efforts of the agent.

The Broker recommends that the seller retain the services of an attorney to protect their interest.

It is agreed by both the Broker and Seller, that as required by law discrimination because of RACE, COLOR, RELIGION, SEX, AGE, PHYSICAL OR METAL HANDICAP, MARITAL STATUS, FAMILIAL STATUS OR NATIONAL ORIGIN by said parties to sale of said property is prohibited.

It is understood that the Real Estate Broker, while not representing the interest of the seller, can perform some services to facilitate a smooth transaction such as:

Provided all Government required Disclosure Statements for seller(s) to complete.

Present a Buy-Sell Agreement setting forth terms of both parties.

Present any subsequent counter-offers if applicable.

Make available, when needed, forms such as mortgage payoff letters, forms relating to FHA/VA sales if applicable, Title search order, and costs relating to the sale.

Upon their acceptance of any Buy-Sell Agreement, seller(s) agree not advertise or accept any other agreement after the date of said Buy-Sell Agreement.

The term of this agreement extends from the date signed below to 04/15/2020.

Additional Conditions:

Compensation Agreement applies only to offers brought to the property by Anthony Trucano

By Anthony Trucano dotloop verified 07/25/19 8:27 PM EDT 6NUU-HZQT-YJIN-BCKF  
Keller Williams Realty Seller

Date Seller



**BUY AND SELL AGREEMENT  
VACANT LAND**

Office of Keller Williams Paint Creek REALTOR®, Rochester, Michigan,  
Date: July 25, 2019, \_\_\_\_\_ m.

1. BUYER'S OFFER. The undersigned AgronoMod, Inc.  
and \_\_\_\_\_, hereinafter called the Buyer, hereby offers to buy  
approximately 10.168 acres of land located near the intersection of Lafayette Ave  
and N 20th St in the City/Township of Springfield, County of  
Calhoun County, Michigan, legally described on attached Exhibit A, subject to any existing  
building and use restrictions, zoning ordinances and easements, if any for the sum of \_\_\_\_\_  
Seventy-Five Thousand Dollars (\$ 75000).

2. The terms of the purchase shall be as indicated by "x" below: (other unmarked  
terms of purchase do not apply). Payment of such money shall be made in cash, certified check or  
bank money order.

CASH

The full purchase price upon execution and  
delivery of Warranty Deed.

NEW MORTGAGE \_\_\_\_\_

The full purchase price upon the execution  
and delivery of Warranty Deed, contingent  
upon Buyer's ability to obtain a \_\_\_\_\_  
Mortgage for no less than \_\_\_\_\_  
years, for no less than \_\_\_\_\_  
of purchase price at no more than \_\_\_\_\_%  
interest per annum which Buyer agrees to  
apply for within \_\_\_\_\_ days to and  
secure and accept commitment on or before  
\_\_\_\_\_ date.

CONTRACT \_\_\_\_\_ \$ \_\_\_\_\_ upon execution and delivery of Land Contract, wherein the balance of \$ \_\_\_\_\_ shall be payable in monthly installments of \$ \_\_\_\_\_ or more including interest at \_\_\_\_\_% per annum, interest to start on date of closing and the first such payment to become due 30 days after closing date. This contract shall be payable in full \_\_\_\_\_ years/months from the date of closing.

EQUITY \_\_\_\_\_ Upon execution and delivery of (\_\_\_\_\_) Assignment of Vendee interest in Land Contract (\_\_\_\_\_) Warranty Deed subject to existing mortgage, Buyer to pay the difference (approximately \$ \_\_\_\_\_) between the purchase price and balance of said Mortgage or Land Contract which Buyer assumes and/or agrees to pay. Buyer agrees to reimburse Seller for any funds held in escrow, for payment of future taxes and insurance premiums. Exceptions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

3. LAND DIVISION ACT (for unplatted land only): Seller and Buyer agree that the following statements shall be included in the deed at the time of delivery:

(a) The grantor grants to the grantee the right to make all [insert "zero," "all" or a specific number, as appropriate] division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

(b) This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act.

**CAUTION:** If the space contained in paragraph (a) above is left blank, the deed will **NOT** grant Buyer the right to any divisions.



4. OTHER PROVISIONS: See attached addendum

\_\_\_\_\_ and/or see addendum attached hereto.

5. PROPERTY TAXES AND ASSESSMENTS: The Seller shall be responsible for all real estate taxes before the date of closing and Buyer shall be responsible for all real estate taxes on and after the date of closing. Taxes shall be prorated as though they are paid in () arrears or () advance, based on a () calendar year or () fiscal year.

Seller shall pay (check one) () all assessments; or () all installments of any assessment coming due prior to or in the year of closing.

6. TITLE INSURANCE: Seller shall provide to Buyer, at Seller's expense, an owner's policy of title insurance with standard exceptions in the amount of the sales price. Seller will apply for a commitment for title insurance within 14 days after the date of this Agreement. Upon receipt of the commitment, Buyer shall have 21 days to provide Seller with written notice of any objections. Seller will then have 30 days after receiving written notice to remedy the claimed defects. If Seller is unable to remedy the defects within 30 days, this Agreement shall terminate, and any deposit shall be refunded to Buyer.

~~7. Any evidence of title and supporting documents are to be examined by \_\_\_\_\_ Attorney; Phone: \_\_\_\_\_ Address: \_\_\_\_\_~~

8. SALE TO BE CLOSED on or before April 10, 2020.

9. AT CLOSING THE SELLER SHALL DELIVER and the Buyer shall accept possession of said property.

10. FOR VALUABLE CONSIDERATION, Buyer gives Seller until 5 p.m. 08/20/2019 to accept this offer and agrees that this offer, when signed, will constitute a binding agreement between Buyer and Seller and herewith deposits \$ 2,000 evidencing Buyer's good faith, said deposit to be held by said REALTOR®/Broker, and to apply as part of the purchase price. If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or if sale is on contract, subject to sale of such contract, or any other contingencies as specified, which cannot be met, this deposit to be refunded forthwith. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Seller's election or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue his legal or equitable remedies hereunder against Buyer.

11. CONDITION OF PREMISES: Buyer has personally inspected the property and accepts it in its AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.

12. CLOSING COSTS: Unless otherwise provided in this Agreement, it is agreed that Seller shall pay all State transfer taxes and costs required to convey clear title. Unless otherwise provided in this Agreement, Buyer shall pay the cost of recording the deed and/or security interests and all mortgage closing costs required by mortgagee.

13. ARBITRATION:

(  ) Any claim or demand of Seller or Buyer arising out of the agreement but limited to any dispute over the disposition of any earnest money deposits or arising out of or related to the physical condition of any property covered by this agreement, including without limitation, claims of fraud, misrepresentation, warranty and negligence, shall be settled in accordance with the rules, then in effect, ~~adopted by the endorsed provider~~ and the Michigan Association of REALTORS®. This is a voluntary agreement between the Buyer and Seller. Failure to agree to arbitrate does not affect the validity of this agreement. A judgment of any circuit court shall be rendered on the award or determination made pursuant to this agreement. This agreement is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600.5001; MSA 27A.5001, as amended, and the applicable court rules, MCR 3.602, as amended. This agreement is enforceable as to all parties and brokers/agents who have agreed to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the closing.

(  ) The parties do not wish to agree at this time to arbitrate any future disputes.

14. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.

WITNESS:

Anthony Trucano dotloop verified  
07/25/19 8:20 PM EDT  
UTN3-INV0-ZZHU-VNX1

Edward Santangelo dotloop verified  
07/26/19 4:43 PM EDT  
YTPB-MP1P-V3Z5-YNYA

BUYER'S ADDRESS: 900 Victors Way, Ste #300, Ann Arbor, MI 48108

PHONE: (Residence) \_\_\_\_\_ (Office) 904-940-0900

Received from the above-named Buyer deposit monies in the form of Check  
by: Anthony Trucano, Keller Williams Paint Creek  
Salesperson/REALTOR®/Broker

Date: \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ a.m./p.m.

SELLER'S ACCEPTANCE:

15. THE ABOVE AGREEMENT is hereby accepted \_\_\_\_\_  
and/or see addendum attached hereto.

16. SELLER ALSO AGREES to pay REALTOR®/Broker above named a commission as stated in the Compensation Agreement corresponding to the property described herein for negotiating this sale. All deposits are to held by Keller Williams Paint Creek (Selling REALTOR®/Broker) in accordance with the terms hereof and in accordance with the Occupational Code and the rules of the Bureau of Occupational and Professional Regulation of the Michigan Department of Commerce. If this sale is not consummated because of Seller's refusal to perform, then the commission shall be due and payable upon such refusal. If the sale is not consummated because of the Buyer's failure to perform and the deposit made herewith forfeited, Seller agrees that said deposit shall be applied first to reimburse REALTOR®/Broker for all expenses, incurred by REALTOR®/Broker on Seller's behalf in performance of Seller's obligations hereunder, including, but not limited to, abstracting charges, counsel, and fees of public officers and that \$ 0 of such deposit shall be retained by the REALTOR®/Broker in full payment for services rendered in this transaction.

17. RECEIPT IS ACKNOWLEDGED BY SELLER of a copy of this Agreement.

WITNESS:


SELLER'S ADDRESS: \_\_\_\_\_

PHONE: (Residence) \_\_\_\_\_ (Office) \_\_\_\_\_

**BUYER'S RECEIPT OF ACCEPTANCE**

18. RECEIPT IS HEREBY ACKNOWLEDGED BY BUYER of the Seller's acceptance of Buyer's agreement. In the event the acceptance was subject to changes as hereinbefore set forth, as in Paragraph (\_\_\_\_), from Buyer's agreement, the Buyer agrees to accept said changes, all other terms and conditions remaining unchanged.

Date \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

19. DISCLAIMER: This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

This space provided for lengthy legal description, other provisions or exceptions, for which sufficient space is not available on the original side.

Address commonly known as 862 Lafayette Ave, Springfield, MI 49037

Parcel ID: 5400302000

SP CITY, SEC 3 THE W 52.1 RODS OF THE E 1/2 OF THE NE 1/4 LYING N OF PC ROW. EXCEPTING PARCEL # 13-54-003-020-10 (SPLIT 2002). EXCEPTING PARCEL #13-54-003-020-15 (SPLIT 2003) \*\*\* TIFA-A 86 SEV 0 \*\*\* \*\*TRANSFERRER TO TIFA D/2006 0\*\*\*

These changes are acknowledged by the Buyer and Seller to be a definite part of this Offer to Purchase.

Date: 07/25/2019

*Anthony Trucano*  
dotloop verified  
07/25/19 8:20 PM EDT  
TCR4-NWHY-6BUG-RWOG

Witness

*Edward Santangelo*  
dotloop verified  
07/26/19 4:43 PM EDT  
KDIW-CZWI-WC55-D1HA

Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Seller

1004/001/buysell.agr

### ADDENDUM/AMENDMENT

Date 07/25/2019

This is an Addendum/Amendment to and becomes a part of Purchase Agreement dated 07/25/2019

pertaining to the property located at  
862 Lafayette Avenue, Springfield, MI 49037

If conflict between the terms and provisions of the purchase agreement and the addendum, the terms of the addendum will prevail.

In reference to the above mentioned sale and purchase agreement by and between the undersigned parties, it is hereby agreed that the following is being added and/or amended to read as follows:

- 1) Inspection period shall be one hundred twenty (120) days. This offer to purchase is contingent upon Purchaser's satisfaction with all municipal license grants and approvals, and inspections; inspections shall include, but not be limited to, any and all structures, Seller provided Boundary Stake, Topographic Survey, Perk tests, and governing authority issuing a building permit prior to closing (hereinafter "Inspections"). In the event Purchaser has not completed all Inspections prior to closing, Purchaser shall have the sole right, by written notice to Seller, to (i) extend the inspection period by an additional one hundred twenty (120) days due to the fact that Purchaser will have gone to great effort and expense to perform Phase 1, and possibly Phase 2, environmental surveys, or (ii) declare this offer to purchase null and void, at which time Seller and Purchaser will immediately sign a Release of Purchase Agreement and Seller shall immediately return the entire Earnest Money Deposit to Purchaser.
- 2) Closing to take place within 10 days after the expiration of the inspection period, or within 10 days after the purchaser has notified the seller in writing that they are satisfied with the results of Inspections.
- 3) Purchaser shall have the right, in Purchaser's sole discretion, to assign this offer to purchase at any time prior to the closing date.
- 4) Earnest Money Deposit to be received within 3 business days of final acceptance of this offer to purchase.
- 5) Title Insurance to be provided by seller in the amount of the sale price without standard exceptions.

*Anthony Trucano*  
dotloop verified  
07/25/19 8:22 PM EDT  
7GRW-IID7-Y29U-H10B  
(Witness) (Date)

*Edward Santangelo*  
dotloop verified  
07/26/19 4:43 PM EDT  
E5W2-9M8T-LRMG-4ZYI  
(Buyer) (Date)

(Buyer) (Date)

(Witness) (Date)

(Seller) (Date)

(Seller) (Date)



**August 5, 2019**

**R E S O L U T I O N**

**No. 59-19**

RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD to authorize Kevin A. Catlin, City Manager, to enter into a sales agreement and sign all closing related documents, with Tranquility Fields, for 862 Lafayette Avenue in the amount of \$75,000, contingent upon the City adopting a recreational marijuana licensing ordinance.

**LEGAL DESCRIPTIONS:**

**SP CITY, SEC 3 THE W 52.1 RODS OF THE E 1/2 OF THE NE 1/4 LYING N OF PC ROW. EXCEPTING PARCEL # 13-54-003-020-10 (SPLIT 2002). EXCEPTING PARCEL #13-54-003-020-15 (SPLIT 2003)**

MOVED: \_\_\_\_\_

SECONDED: \_\_\_\_\_

CITY OF SPRINGFIELD

ORDINANCE NUMBER \_\_\_\_\_ OF 2019

AN ORDINANCE TO AMEND CHAPTER 50 OF THE CITY OF SPRINGFIELD CODE OF ORDINANCES IN ORDER TO ALLOW TATTOO PARLORS AS PERMITTED USES IN THE B-2 COMMUNITY BUSINESS DISTRICT; TO CREATE AN ADULT BUSINESS CORRIDOR OVERLAY DISTRICT AND A MEDICAL MARIHUANA CORRIDOR OVERLAY DISTRICT AND TO DESCRIBE THE BOUNDARIES THEREOF; TO REPEAL CONFLICTING ORDINANCES; AND TO OTHERWISE PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE.

THE CITY OF SPRINGFIELD ORDAINS:

**SECTION 1.** Section 50-2 of the Code of Ordinances, City of Springfield, Michigan is hereby amended to add the following definition:

*[Sec. 50-2. - Definitions.]*

*Tattoo parlor means a business having as its principal activity the application or placing, by any method, of designs, letters, scrolls, figures, symbols or other marks upon or under the human skin with ink or any other substance resulting in the coloration of the skin by the aid of needles or any other instrument designed to touch or puncture the skin, including body piercing(s).*

**SECTION 2.** Section 50-101 of the Code of Ordinances, City of Springfield, Michigan, is hereby amended to read as follows:

**Sec. 50-101. Districts Established.**

*For the purpose of this chapter, the city is hereby divided into the following districts:*

<i>R-1</i>	<i>One-Family Residential District</i>
<i>R-2</i>	<i>One-Family Residential District</i>
<i>R-3</i>	<i>One-Family Residential District</i>
<i>RT</i>	<i>Two-Family Residential District</i>
<i>RM-1</i>	<i>Multiple-Family Residential District</i>



<i>OS-1</i>	<i>Office Service District</i>
<i>B-1</i>	<i>Local Business District</i>
<i>B-2</i>	<i>Community Business District</i>
<i>B-3</i>	<i>General Business District</i>
<i>I-1</i>	<i>Light Industrial District</i>
<i>I-2</i>	<i>General Industrial District</i>
<i>P-1</i>	<i>Vehicular Parking District</i>
<i>PRD</i>	<i>Planned Residential District</i>
<i>PDD</i>	<i>Planned Development District</i>
ABCOD	Adult Business Corridor Overlay District
MMCOD	<i>Medical Marihuana Corridor Overlay District</i>

**SECTION 3.** Section 50-227 of the Code of Ordinances, City of Springfield, Michigan, is hereby amended to add a new sub-paragraph 11 to read as follows:

*[Sec. 50-227. Principal uses permitted].*

*(11) Tattoo parlors.*

**SECTION 4.** The Code of Ordinances, City of Springfield, Michigan, is hereby amended by adding a division to be numbered “15” to Chapter 50, Article III, which such division reads as follows:

[Chapter 50]

[ARTICLE III. ZONING DISTRICTS.]

**Division 15. Adult Business Corridor and Medical Marihuana Corridor Overlay Districts.**

**Sec. 50-401. Purposes.**

*In the development and execution of this division, it is recognized that there are some uses which, because of their very nature, have serious operational characteristics, particularly when one or more of them are located in near proximity to residential zones, thereby having a deleterious effect upon adjacent areas. Regulation of these uses through location is necessary to ensure that the adverse effects of such uses will not contribute to the blighting or downgrading of the surrounding neighborhood. The provisions of this division are intended to prevent deterioration or blighting of residential neighborhoods.*

**Sec. 50-402. Definitions.**

*The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:*

A. *For the purposes of this division:*

1. *Any term defined by the Michigan Medical Marihuana Act, MCL 333.26421 et seq., shall have the definition given in the Michigan Medical Marihuana Act.*
2. *Any term defined by the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., shall have the definition given in the Medical Marihuana Facilities Licensing Act.*
3. *Any term defined by the Marihuana Tracking Act, MCL 333.27901 et seq., shall have the definition given in the Marihuana Tracking Act.*

B. *Other defined words shall include:*

**Adult bookstore** *means an establishment which has a substantial portion of its stock-in-trade for sale or rent, which stock-in-trade consists of books, magazines, newspapers, videotapes, video discs and motion pictures which are characterized by an emphasis on specified sexual activities or specified anatomical areas, or which establishment excludes admission to minors by virtue of age.*

**Adult business** means, but it not limited to, adult bookstores, adult video stores, adult personal service businesses, adult cabarets, adult novelty businesses, massage parlors, and nude modeling studios.

**Adult cabaret** means a cafe, restaurant or bar where patrons are entertained by dancers, strippers or male or female impersonators, whether accompanied by music or not, whose conduct is characterized by an emphasis on specified sexual activities or specified anatomical areas.

**Adult novelty business** means a business which has as a principal activity the sale of devices which stimulate human genitals or devices designed for sexual stimulation.

**Adult personal service business** means a business having as its principal activity a person, while nude or while displaying specified anatomical areas, providing personal services for another person. Such businesses include, but are not limited to, modeling studios, body painting studios, wrestling studios, conversation parlors and theatrical performances or entertainment.

**Adult video store** means an establishment which has in excess of 50 percent of its stock-in-trade for sale or rental to the public or patrons, videocassettes or videotapes, having as a dominant theme an emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas.

**Buttock** means the anus and perineum of any person.

**Code** means the City of Springfield Code of Ordinances.

**Department** means the Michigan department of Licensing and Regulatory Affairs (LARA).

**Grower** means a licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor or provisioning center.

**Licensee** means a person holding a state operating license issued under the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.

**Marijuana** or **marihuana** means that term as defined in the Public Health Code, MCL 333.1101et seq.; the Michigan Medical Marihuana Act, MCL 333.26421 et seq.; the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq.; and the Marihuana Tracking Act, MCL 333.27901 et seq.

**Marijuana facility** means an enterprise at a specific location at which a licensee is licensed to operate under the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., including a marijuana grower, marijuana processor, marijuana provisioning center, marijuana secure transporter, or marijuana safety compliance facility. The term does not

include or apply to a “primary caregiver” or “caregiver” as that term is defined in the Michigan Medical Marihuana Act, MCL 333.26421 et seq.

**Massage** means the manipulation of body muscle or tissue by rubbing, stroking, kneading, tapping or vibrating, through the use of a physical, mechanical or other device, of the body of another, for a fee, other than by a licensed massage therapist.

**Massage parlor** means an establishment wherein private massage is practiced, used or made available as a principal use of the premises.

**Medical marihuana facility** means a location at which a licensee is licensed to operate under the Medical Marihuana Facilities Licensing Act, MCL 333.27101, et seq.

**Nude modeling studio** means any building, structure, premises or part thereof used primarily as a place which offers as its principal activity the providing of models to display specified anatomical areas for artists and photographers for a fee.

**Person** means an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity.

**Processor** means a licensee that is a commercial entity located in Michigan that purchases 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 another processor.

**Protected use** means a church, school or public park.

**Provisioning center** means a licensee that is a commercial entity located in Michigan 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 in accordance with the Michigan Medical Marihuana Act, MCL 333.26421 et seq., is not a provisioning center for purposes of this ordinance.

**Public park** means any park owned and maintained by the city.

**Safety compliance facility** means a licensee that is a commercial entity that receives marihuana from a marihuana facility or registered primary caregiver, tests it for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility.

**School** means a public or private school offering education to students enrolled in kindergarten or one or more grades of one through 12.

***Secure transporter*** means a licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.

***Sexual intercourse*** means fellatio, cunnilingus, anal intercourse and any other intrusion, however slight, of any part of a person's body, or of any object into the genital or anal openings of another's body.

***Sodomy*** means sexual bestiality.

***Specified anatomical areas*** means:

- (1) *Less than completely and opaquely covered:*
  - a. *Human genitalia and pubic region;*
  - b. *Buttock; or,*
  - c. *Female breast below a point immediately above the top of the areola.*
- (2) *Human male genitals in a discernibly turgid state, even if completely and opaquely covered.*

***Specified sexual activities*** means:

- (1) *The stimulation or arousal of human genitalia;*
- (2) *Acts of human masturbation, sexual intercourse or sodomy; or*
- (3) *Fondling or other erotic touching of human genitalia, pubic region, buttock or female breast.*

***Sec. 50-403. Applicability.***

*An adult business corridor overlay district (ABCOD) and a medical marihuana corridor overlay district (MMCOD) shall each be so designated by the City Council of the City of Springfield upon consultation with the planning commission and pursuant to the requirements of Public Act 110 of 2006 the Michigan Zoning Enabling Act (MZEA). The provisions of this division shall serve as a supplement to the original zoning of each property located within the districts. Where a conflict arises between the original zoning and the provisions of this division, the ABCOD and MMCOD shall control.*

**Sec. 50-404. Corridor overlay boundaries.**

- A. For the purposes of site design review (site plan review) and zoning, the adult business corridor overlay district shall include the following legally described territory:

*SPRINGFIELD CITY, SECTION 3, TOWN 2 SOUTH RANGE 8 WEST COMMENCING AT NORTHEAST CORNER OF SECTION 3; THENCE NORTH 88 DEGREES 59 MINUTES 15 SECONDS WEST 1331.61 FEET ALONG NORTH LINE OF SECTION 3; THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS EAST 925.32 FEET TO POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 25 SECONDS WEST 925.32 FEET TO THE NORTH LINE OF SECTION 3; THENCE SOUTH 88 DEGREES 59 MINUTES 15 SECONDS EAST 1363.13 FEET ALONG THE NORTH LINE OF SECTION 3 TO WESTERLY RIGHT OF WAY OF 20TH STREET; THENCE SOUTH WESTERLY ALONG SAID 20TH STREET TO THE NORTHERLY RIGHT OF WAY OF LAFAYETTE STREET; THENCE NORTH WESTERLY ALONG THE NORTHERLY RIGHT OF WAY OF LAFAYETTE STREET TO THE POINT OF BEGINNING.*

- B. For the purposes of site design review (site plan review) and zoning, the medical marihuana corridor overlay district shall include the following legally described territories:

*i. SPRINGFIELD CITY, NORTH CUSTER PARK, COMMENCING AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 55 DEGREES 17 MINUTES 10 SECONDS EAST 205.5 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 35 SECONDS EAST 118.00 FEET; THENCE NORTH 55 DEGREES 17 MINUTES 10 SECONDS EAST 32.6 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 35 SECONDS EAST 150.00 FEET; THENCE NORTH 55 DEGREES 17 MINUTES 10 SECONDS EAST 32.4 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 35 SECONDS EAST 444.00 FEET; THENCE SOUTH 55 DEGREES 17 MINUTES 10 SECONDS WEST 75.5 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 35 SECONDS EAST 392 FEET; THENCE NORTH 55 DEGREES 17 MINUTES 10 SECONDS EAST 85 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 35 SECONDS EAST 108 FEET; THENCE SOUTH 55 DEGREES 17 MINUTES 10 SECONDS WEST 120.5 FEET; THENCE SOUTH 35 DEGREES 02 MINUTES 35 SECONDS EAST 89 FEET; THENCE SOUTH 55 DEGREES 17 MINUTES 10 SECONDS WEST 160.5 FEET; THENCE NORTH 35 DEGREES 02 MINUTES 35 SECONDS WEST 1,286 FEET TO THE POINT OF BEGINNING.*

*ii. SPRINGFIELD CITY, SECTION 3, TOWN 2 SOUTH RANGE 8 WEST COMMENCING AT NORTHEAST CORNER OF SECTION 3; THENCE NORTH 88 DEGREES 59 MINUTES 15 SECONDS WEST 1331.61 FEET ALONG NORTH LINE OF SECTION 3; THENCE SOUTH 00 DEGREES 07 MINUTES 25 SECONDS EAST 925.32 FEET TO POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 25 SECONDS WEST 925.32 FEET TO THE NORTH LINE OF SECTION 3; THENCE SOUTH 88 DEGREES 59 MINUTES 15 SECONDS EAST 1363.13 FEET ALONG THE NORTH LINE OF SECTION 3 TO WESTERLY RIGHT OF WAY OF*

*20TH STREET; THENCE SOUTH WESTERLY ALONG SAID 20TH STREET TO THE NORTHERLY RIGHT OF WAY OF LAFAYETTE STREET; THENCE NORTH WESTERLY ALONG THE NORTHERLY RIGHT OF WAY OF LAFAYETTE STREET TO THE POINT OF BEGINNING.*

**Sec. 50-405. Applicability.**

*Unless exempted in section 50-406 below, this division is applicable to the operation of all adult businesses and medical marihuana facilities in the City of Springfield.*

**Sec. 50-406. Exempt activities.**

*Uses currently permitted by underlying zoning requirements shall be permitted to continue under the regulation of the underlying zoning as long as no physical changes or changes of use requiring site plan approval are proposed.*

**Sec. 50-407. Restrictions on location.**

*Adult businesses and medical marihuana facilities may be located in the city only in accordance with the following restrictions:*

- (a) All such businesses shall be permitted in the city but limited to the areas described in Section 50-404; provided, however, that medical marihuana facilities shall be permitted in the MMCOD only subject to conditions imposed in sections 5-408 and 50-409 and subject to the further review and approval of the planning commission.*
- (b) No adult business shall be located within an established amount of feet of a preexisting protected use as identified in Buffer Zones.*

**Sec. 50-408. Miscellaneous requirements.**

- (a) The height, yard, lot area, lot width, building coverage, sign and parking requirements of adult businesses and medical marihuana facilities shall conform to the requirements for the underlying zone in which they are located except as otherwise specified in this article.*
- (b) No person shall reside in or permit any person to reside in the premises of an adult business.*

**Sec. 50-409. Marihuana grower, marihuana processor, marihuana provisioning center, marihuana secure transporter, and marihuana safety compliance facility.**

A. *A marihuana grower, marihuana processor, marihuana provisioning center, marihuana secure transporter, and marihuana safety compliance facility, in accordance with the provisions of state law, shall be permitted in the MMCOD subject to the conditions imposed in this section for each use and subject further to the review and approval of the planning commission:*

1. *Any uses or activities found by the state of Michigan or a court with jurisdiction to be unconstitutional or otherwise not permitted by state law shall not be permitted by the city. In the event that a court with jurisdiction declares some or all of this article invalid, then the city may suspend the acceptance of applications for special use permits pending the resolution of the legal issue in question.*

2. *Every applicant for special use permit to operate a medical marijuana facility shall submit with the application a copy of the applicant's prequalification letter issued by the Bureau of Medical Marihuana Regulation of the Department of Licensing and Regulatory Affairs demonstrating that the bureau has determined that the applicant has prequalification status pursuant to the licensing provisions of the Medical Marihuana Facilities Licensing Act (MMFLA) and the Michigan Administrative Code.*

3. *At the time of application for a special use permit, the marihuana facility must be licensed by city, or have the city license concurrently in process with the special use permit and site plan approval, and then must be at all times in compliance with the Section 8-404 or 8-405 of this code.*

5. *The marihuana facility must be at all times in compliance with all other applicable laws and ordinances of the city.*

6. *The city may suspend or revoke a special use permit based on a finding that the provisions of the special use standards in this section, other applicable provisions of this chapter, Article IX of Chapter 8, or the terms of the special use permit and approved site plan are not met.*

7. *A marihuana facility or activities associated with the licensed growing, processing, testing, transporting, or sales of marihuana, may not be permitted as a home business or accessory use nor may they include accessory uses except as otherwise provided in this division.*

8. *Signage requirements for marihuana establishments and facilities, unless otherwise specified, are as provided in Article VI of Chapter 50 of this code.*

B. *Marihuana growers and marihuana processors shall be subject to the following standards:*

1. *Minimum Yard Depth/Distance from Lot Lines. The minimum front, rear, and side yard setbacks for any building used for marihuana production shall be 50 feet. The minimum front, rear, and side yard setbacks for outdoor production shall be a minimum of 100 feet from all lot lines. The minimum water front setback for any structure or outdoor production shall be a minimum of 100 feet from the ordinary high water mark.*



2. Indoor Production and Processing. *In the I-1 Light Industrial and I-2 General Industrial Districts within the MMCOD, marihuana production shall be located entirely within one or more completely enclosed buildings. In the I-1 Light Industrial and I-2 General Industrial Districts within the MMCOD, marihuana processing shall be located entirely within a fully enclosed, secure, indoor facility or greenhouse with rigid walls, a rigid roof, and doors.*

3. Maximum Building Floor Space. *The following standards apply in the I-1 Light Industrial and I-2 General Industrial Districts:*

- a. *A maximum of 50,000 square feet of building floor space may be used for all activities associated with marihuana production on the subject property.*
- b. *If only a portion of a building is authorized for use in marihuana production, a partition wall at least seven feet in height, or a height as required by the applicable building codes, whichever is greater, shall separate the marihuana production space from the remainder of the building. A partition wall must include a door, capable of being closed and locked, for ingress and egress between the marihuana production space and the remainder of the building.*

4. Lighting. *Lighting shall be regulated as follows:*

- a. *Light cast by light fixtures inside any building used for marihuana production or marihuana processing shall not be visible outside the building from 7:00 p.m. to 7:00 a.m. the following day.*
- b. *Outdoor marihuana grow lights shall not be illuminated from 7:00 p.m. to 7:00 a.m. the following day.*

5. Odor. *As used in this subsection, building means the building, or portion thereof, used for marihuana production or marihuana processing.*

- a. *The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.*
- b. *The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter (s) shall be rated for the applicable CFM.*

- c. *The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.*
- d. *Negative air pressure shall be maintained inside the building.*
- e. *Doors and windows shall remain closed, except for the minimum length of time needed to allow people to ingress or egress the building.*
- f. *An alternative odor control system is permitted if the special use permit applicant submits and the planning commission accepts a report by a mechanical engineer licensed in the state of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The city may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.*

6. Security Cameras. *If used, security cameras shall be directed to record only the subject property and may not be directed to public rights-of-way as applicable, except as required to comply with licensing requirements of the state of Michigan.*

C. *Provisioning centers shall be subject to the following standards:*

1. Hours. *A provisioning center may only sell to consumers or allow consumers to be present in the building space occupied by the provisioning center between the hours of 9:00 a.m. and 9:00 p.m.*

2. Indoor Activities. *All activities of a provisioning center, including all transfers of marihuana, shall be conducted within the structure and out of public view. A provisioning center shall not have a walk-up window or drive-thru window service.*

3. Other Activities. *Marihuana and tobacco products shall not be smoked, ingested, or otherwise consumed in the building space occupied by a provisioning center.*

4. Nonconforming Uses. *A provisioning center may not locate in a building in which a nonconforming retail use related to the marihuana trade has been established in any district.*

5. Physical Appearance. *The exterior appearance of the structure shall remain compatible with the exterior appearance of structures already constructed or under construction within the immediate area, and shall be maintained so as to prevent blight or deterioration or substantial diminishment or impairment of property values within the immediate area.*

6. Buffer Zones. *A provisioning center may not be located within 500 feet of a church or within 1000 feet of a school building and park. The distance between the church or*

*school building and the contemplated location must be measured along the center line of the street or streets of address between 2 fixed points on the center line determined by projecting straight lines, at right angles to the center line, from the part of the church or school building nearest to the contemplated location and from the part of the contemplated location nearest to the church or school building. The planning commission may waive this section for provisioning centers. If an objection is not filed by the church or school, the city may issue the license under Section 8-404 or 8-405 of this Code. If an objection is filed, the planning commission shall hold a hearing before making a decision on issuing the license.*

7. Odor. *As used in this subsection, building means the building, or portion thereof, used for a provisioning center.*

- a. *The building shall be equipped with an activated carbon filtration system for odor control to ensure that air leaving the building through an exhaust vent first passes through an activated carbon filter.*
- b. *The filtration system shall consist of one or more fans and activated carbon filters. At a minimum, the fan(s) shall be sized for cubic feet per minute (CFM) equivalent to the volume of the building (length multiplied by width multiplied by height) divided by three. The filter (s) shall be rated for the applicable CFM.*
- c. *The filtration system shall be maintained in working order and shall be in use. The filters shall be changed a minimum of once every 365 days.*
- d. *Negative air pressure shall be maintained inside the building.*
- e. *Doors and windows shall remain closed, except for the minimum time length needed to allow people to ingress or egress the building.*
- f. *An alternative odor control system is permitted if the special use applicant submits and the planning accepts a report by a mechanical engineer licensed in the State of Michigan demonstrating that the alternative system will control odor as well or better than the activated carbon filtration system otherwise required. The city may hire an outside expert to review the alternative system design and advise as to its comparability and whether in the opinion of the expert it should be accepted.*

D. *Marihuana Safety Compliance Facility shall be subject to the following standards:*

1. *A marihuana safety compliance facility shall be subject to the special regulations and standards applicable to medical laboratories and medical testing facilities in this code.*
2. *All activities of a marihuana safety compliance facility, including all transfers of marihuana, shall be conducted within the structure and out of public view.*

E. *Marihuana Secure transporters shall be subject to the following standards:*

1. *A marihuana secure transporter shall be subject to the special regulations and standards applicable to transportation and warehousing uses in this code.*
2. *Any buildings or structures used for the containment of stored materials shall comply with all set-back restrictions contained within the ordinance pertaining to the underlying district in which they are located.*

**Sec. 50-410. Exceptions.**

*The provisions of this division regarding massage parlors shall not apply to hospitals, sanitariums, nursing homes or medical clinics, or to the offices of a physician, surgeon, chiropractor, osteopath or physical therapist, duly licensed by the state, or to barbershops or beauty salons in which massages are administered only to the scalp, face, neck or shoulders of patrons.*

**SECTION 5. SEVERABILITY OF INVALID PROVISIONS.** If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, its invalidity shall not affect any other provisions of this Ordinance that can be given effect without the invalid section, paragraph, clause, or provision, and for this purpose, the sections, paragraphs, clauses, and provisions of this Ordinance are hereby declared to be severable.

**SECTION 6. REPEAL.** Article VI of Chapter 8 of the City of Springfield Code of Ordinances and all ordinances or parts of ordinances conflict herewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

**SECTION 7. SAVINGS CLAUSE.** A prosecution which is pending on the effective date of this ordinance and which arose from a violation of an ordinance repealed by this ordinance, or a prosecution which is started within one (1) year after the effective date of this ordinance arising from a violation of an ordinance repealed by this ordinance and which was committed prior to the effective date of this ordinance, shall be tried and determined exactly as if the ordinance had not been repealed.

**SECTION 8. EFFECTIVE DATE.** Pursuant to Section 401 of the Michigan Zoning Enabling Act (MCL 125.3401), this Ordinance shall take effect seven (7) days after publication of this Ordinance or a summary of the regulatory effect thereof which publication shall occur in a newspaper of general circulation in the city within fifteen (15) days after adoption.

This Ordinance is hereby declared to have been passed and adopted by the City of Springfield, County of Calhoun, State of Michigan, at a regularly scheduled meeting thereof duly called and held on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Harry Burdett, Mayor

ATTEST:

\_\_\_\_\_  
Kris Vogel, City Clerk

Prepared by:  
John H. Macfarlane (P29075)  
Mumford, Schubel, Macfarlane & Barnett, PLLC  
68 East Michigan Avenue  
Battle Creek, MI 49017  
(269) 968-6146

/dlm

**CITY OF SPRINGFIELD BILLS IN LINE**  
**INVOICE GL DISTRIBUTION REPORT FOR INVOICES PAID 07/07/19 TO 07/27/19**

GL Number	GL Desc	Vendor	Amount
Fund 101 GENERAL FUND			
Dept 101 CITY COUNCIL			
101-101-911.00	CONFERENCE COSTS	PNC BANK VISA	484.00
101-101-915.00	MEMBERSHIP & DUES	MICHIGAN MUNICIPAL LEAGUE	4,794.00
		Total For Dept 101 CITY COUNCIL	5,278.00
Dept 172 CITY MANAGER			
101-172-718.05	MEDICAL INSURANCE	BCBS OF MICHIGAN	363.28
101-172-723.15	LIFE INSURANCE-RETIREES	STANDARD INSURANCE COMPANY	13.30
101-172-724.10	LIFE INSURANCE	STANDARD INSURANCE COMPANY	68.00
101-172-801.05	LEGAL FEES	MICHAEL R KLUCK & ASSOCIATES	49.50
101-172-948.00	COMPUTER CONSULTANT/SUPPORT	PNC BANK VISA	179.88
101-172-955.05	MISCELLANEOUS EXPENSES	GRAPHIX 2 GO, INC.	16.30
		Total For Dept 172 CITY MANAGER	690.26
Dept 259 FINANCE & ADMIN SERVICES			
101-259-718.05	MEDICAL INSURANCE	BCBS OF MICHIGAN	4,924.08
101-259-723.05	MEDICAL INSURANCE-RETIREES	BCBS OF MICHIGAN	854.37
101-259-723.15	LIFE INSURANCE-RETIREES	STANDARD INSURANCE COMPANY	53.20
101-259-724.10	LIFE INSURANCE	STANDARD INSURANCE COMPANY	170.00
101-259-752.00	OFFICE SUPPLIES	STAPLES ADVANTAGE	27.90
101-259-752.00	OFFICE SUPPLIES	INTEGRITY BUSINESS SOLUTIONS	16.36
101-259-752.05	PAPER	INTEGRITY BUSINESS SOLUTIONS	36.89
101-259-752.15	DATA PROCESSING SUPPLIES	STAPLES ADVANTAGE	(70.99)
101-259-752.15	DATA PROCESSING SUPPLIES	INTEGRITY BUSINESS SOLUTIONS	125.96
101-259-801.00	CONTRACTUAL SERVICES	PENNFIELD CHARTER TOWNSHIP	2,303.45
101-259-801.00	CONTRACTUAL SERVICES	ABILITA	60.77
101-259-801.13	INCOME TAX COMPLIANCE	ARAMARK FOOD & SUPPORT SVCS	35.00
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	30.09
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	24.09
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	24.91
101-259-801.13	INCOME TAX COMPLIANCE	LEXISNEXIS RISK DATA MGMT INC	29.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	15.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	20.00
101-259-801.13	INCOME TAX COMPLIANCE	RISK & ASSOCIATES	55.58
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	TENTH DISTRICT COURT	25.00
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	29.27
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	30.09
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	48.26
101-259-801.13	INCOME TAX COMPLIANCE	CALHOUN COUNTY SHERIFFS OFFICE	26.00
101-259-801.14	COLLECTION EXPENSE	LEXISNEXIS RISK DATA MGMT INC	1.00
101-259-801.88	INTERNET ACCESS	COMCAST	86.90
101-259-900.10	ADVERTISING	BATTLE CREEK SHOPPER NEWS	614.46
101-259-900.10	ADVERTISING	MICHIGAN MUNICIPAL LEAGUE	139.56
101-259-900.20	CODE EXPENSE	MUNICODE	1,109.90
101-259-931.05	COPY MACHINE MAINTENANCE	ADAMS REMCO INC	1,028.00
101-259-948.00	COMPUTER CONSULTANT/SUPPORT	VENTURE TECHNOLOGIES INC	3,000.00
101-259-955.05	MISCELLANEOUS EXPENSES	PNC BANK VISA	5.49
		Total For Dept 259 FINANCE & ADMIN SERVICES	15,004.59

**CITY OF SPRINGFIELD BILLS IN LINE**  
**INVOICE GL DISTRIBUTION REPORT FOR INVOICES PAID 07/07/19 TO 07/27/19**

Dept 301 POLICE DEPARTMENT

101-301-718.05	MEDICAL INSURANCE	BCBS OF MICHIGAN	57.47
101-301-723.05	MEDICAL INSURANCE-RETIREEES	BCBS OF MICHIGAN	1,340.30
101-301-723.05	MEDICAL INSURANCE-RETIREEES	BCBS OF MICHIGAN	3,561.96
101-301-723.15	LIFE INSURANCE-RETIREEES	STANDARD INSURANCE COMPANY	118.24
101-301-724.10	LIFE INSURANCE	STANDARD INSURANCE COMPANY	20.40
101-301-752.00	OFFICE SUPPLIES	STAPLES ADVANTAGE	36.97
101-301-752.20	OPERATING SUPPLIES	STAPLES ADVANTAGE	451.19
101-301-752.20	OPERATING SUPPLIES	ROE COMM INC	17.97
101-301-801.43	POLICE SERVICE-COUNTY	RUSTY'S AUTO SERVICE	72.11
101-301-919.00	REFUSE SERVICE-WM	WASTE MANAGEMENT OF MICHIGAN	61.42
101-301-920.20	ELECTRICITY	CONSUMERS ENERGY	21.59
101-301-920.20	ELECTRICITY	CONSUMERS ENERGY	20.74
101-301-920.20	ELECTRICITY	CONSUMERS ENERGY	872.30
101-301-921.00	NATURAL GAS	SEMCO ENERGY	58.22
101-301-930.05	BUILDING MAINTENANCE	PNC BANK VISA	173.68
101-301-948.00	COMPUTER CONSULTANT/SUPPORT	INTERACT PUBLIC SAFETY SYSTEMS	138.92
101-301-955.10	POLICE SERVICE MISCELLANEOUS	CRUISERS	224.01
101-301-955.10	POLICE SERVICE MISCELLANEOUS	CRUISERS	3,481.00
		Total For Dept 301 POLICE DEPARTMENT	10,728.49

Dept 336 FIRE DEPARTMENT

101-336-718.05	MEDICAL INSURANCE	BCBS OF MICHIGAN	38.31
101-336-723.05	MEDICAL INSURANCE-RETIREEES	BCBS OF MICHIGAN	335.08
101-336-723.05	MEDICAL INSURANCE-RETIREEES	BCBS OF MICHIGAN	890.49
101-336-723.15	LIFE INSURANCE-RETIREEES	STANDARD INSURANCE COMPANY	29.56
101-336-724.35	UNIFORMS	PNC BANK VISA	(16.64)
101-336-752.00	OFFICE SUPPLIES	PNC BANK VISA	26.33
101-336-752.20	OPERATING SUPPLIES	STAPLES ADVANTAGE	112.80
101-336-752.20	OPERATING SUPPLIES	CITY OF BATTLE CREEK	80.00
101-336-919.00	REFUSE SERVICE-WM	WASTE MANAGEMENT OF MICHIGAN	15.36
101-336-920.20	ELECTRICITY	CONSUMERS ENERGY	5.40
101-336-920.20	ELECTRICITY	CONSUMERS ENERGY	5.19
101-336-920.20	ELECTRICITY	CONSUMERS ENERGY	218.07
101-336-921.00	NATURAL GAS	SEMCO ENERGY	14.56
101-336-930.05	BUILDING MAINTENANCE	PNC BANK VISA	130.92
101-336-931.25	EQUIPMENT MAINTENANCE	SUMMIT FIRE SERVICES	120.00
101-336-980.15	C/O COMPUTER HARDWARE	VENTURE TECHNOLOGIES INC	3,100.00
		Total For Dept 336 FIRE DEPARTMENT	5,105.43

Dept 532 PUBLIC SERVICES

101-532-718.05	MEDICAL INSURANCE	BCBS OF MICHIGAN	5,694.08
101-532-723.05	MEDICAL INSURANCE-RETIREEES	BCBS OF MICHIGAN	2,875.02
101-532-723.15	LIFE INSURANCE-RETIREEES	STANDARD INSURANCE COMPANY	53.20
101-532-724.10	LIFE INSURANCE	STANDARD INSURANCE COMPANY	217.60
101-532-724.35	UNIFORMS	CINTAS CORPORATION	65.83
101-532-724.35	UNIFORMS	CINTAS CORPORATION	65.83
101-532-724.35	UNIFORMS	MENARDS-BATTLE CREEK	84.93
101-532-724.35	UNIFORMS	CINTAS CORPORATION	65.83
101-532-920.25	STREET LIGHTING	CONSUMERS ENERGY	16.70
101-532-920.25	STREET LIGHTING	CONSUMERS ENERGY	7,000.55
101-532-920.25	STREET LIGHTING	CONSUMERS ENERGY	264.30
101-532-930.01	CITY HALL OPERATIONS & MAINT	CULLIGAN	36.00
101-532-930.01	CITY HALL OPERATIONS & MAINT	CONSUMERS ENERGY	699.77
101-532-930.01	CITY HALL OPERATIONS & MAINT	CONSUMERS ENERGY	73.86
101-532-930.01	CITY HALL OPERATIONS & MAINT	WASTE MANAGEMENT OF MICHIGAN	97.87
101-532-930.01	CITY HALL OPERATIONS & MAINT	SEMCO ENERGY	62.78
101-532-930.01	CITY HALL OPERATIONS & MAINT	AZ KEY SHOP	16.22
101-532-930.01	CITY HALL OPERATIONS & MAINT	CTI MECHANICAL CONTRACTORS INC	114.00
101-532-930.01	CITY HALL OPERATIONS & MAINT	SAMS CLUB DISCOVER/ SYNCHRONY BANK	224.12

**CITY OF SPRINGFIELD BILLS IN LINE**  
**INVOICE GL DISTRIBUTION REPORT FOR INVOICES PAID 07/07/19 TO 07/27/19**

101-532-930.01	CITY HALL OPERATIONS & MAINT	STAPLES ADVANTAGE	9.23
101-532-930.01	CITY HALL OPERATIONS & MAINT	SHERWIN-WILLIAMS	46.57
101-532-930.02	CEMETERY OPERATIONS & MAINT	FAMILY FARM & HOME	9.98
101-532-930.03	PARKS/RECREATION OPER & MAINT	CONSUMERS ENERGY	25.40
101-532-930.03	PARKS/RECREATION OPER & MAINT	CONSUMERS ENERGY	40.90
101-532-930.03	PARKS/RECREATION OPER & MAINT	FLASH SANITATION INC	95.00
		Total For Dept 532 PUBLIC SERVICES	17,955.57
		<b>Total For Fund 101 GENERAL FUND</b>	<b>54,762.34</b>
Fund 202 MAJOR STREET FUND			
Dept 463 ROUTINE MAINTENANCE			
202-463-775.67	STORM SEWER MAINT MATERIAL	BOSKER BRICK CO	14.00
202-463-775.67	STORM SEWER MAINT MATERIAL	BOSKER BRICK CO	9.60
		Total For Dept 463 ROUTINE MAINTENANCE	23.60
Dept 474 TRAFFIC SERVICE MAINTENANCE			
202-474-860.25	TRAFFIC SERVICE MAINT	CITY OF BATTLE CREEK	144.30
202-474-920.20	ELECTRICITY	CONSUMERS ENERGY	209.69
		Total For Dept 474 TRAFFIC SERVICE MAINTENANCE	353.99
		<b>Total For Fund 202 MAJOR STREET FUND</b>	<b>377.59</b>
Fund 203 LOCAL STREET FUND			
Dept 463 ROUTINE MAINTENANCE			
203-463-775.60	STREET MAINTENANCE MATERIAL	LAKELAND ASPHALT CO	114.48
		Total For Dept 463 ROUTINE MAINTENANCE	114.48
		<b>Total For Fund 203 LOCAL STREET FUND</b>	<b>114.48</b>
Fund 244 ECONOMIC DEVELOPMENT FUND			
Dept 703 OPERATING EXPENSES			
244-703-801.38	MASTER PLAN	GIFFELS WEBSTER	4,605.50
244-703-930.10	COMMERCIAL SIGN MAINTENANCE	CONSUMERS ENERGY	40.62
		Total For Dept 703 OPERATING EXPENSES	4,646.12
		<b>Total For Fund 244 ECONOMIC DEVELOPMENT FUND</b>	<b>4,646.12</b>
Fund 508 FARMERS MARKET FUND			
Dept 755 FARMERS MARKET			
508-755-919.00	REFUSE SERVICE-WM	WASTE MANAGEMENT OF MICHIGAN	189.89
508-755-920.20	ELECTRICITY	CONSUMERS ENERGY	1,469.66
508-755-921.00	NATURAL GAS	SEMCO ENERGY	63.30
508-755-930.05	BUILDING MAINTENANCE	PNC BANK VISA	30.00
		Total For Dept 755 FARMERS MARKET	1,752.85
		<b>Total For Fund 508 FARMERS MARKET FUND</b>	<b>1,752.85</b>
Fund 549 BUILDING FUND			
Dept 371 INSPECTION DEPARTMENT			
549-371-804.00	ELECTRICAL INSPECTOR	DOUG SCOTT	286.00
549-371-804.05	PLUMBING INSPECTOR	RANDY BUSHEE	50.00
549-371-804.10	MECHANICAL INSPECTOR	STEVE BULLER	443.00
549-371-804.15	BUILDING INSPECTOR	STEVE BULLER	2,178.32
549-371-915.00	MEMBERSHIP & DUES	AMSA	347.00
		Total For Dept 371 INSPECTION DEPARTMENT	3,304.32
		<b>Total For Fund 549 BUILDING FUND</b>	<b>3,304.32</b>



**CITY OF SPRINGFIELD BILLS IN LINE**  
**INVOICE GL DISTRIBUTION REPORT FOR INVOICES PAID 07/07/19 TO 07/27/19**

Fund 590 SEWER FUND

Dept 536 OPERATING EXPENSES-SEWER/WATER

590-536-801.00	CONTRACTUAL SERVICES	LAKELAND ASPHALT CO	800.00
590-536-801.20	ANSWERING SERV/MISS DIG	AMBS CALL CENTER	70.90
590-536-801.88	INTERNET ACCESS	VERIZON WIRELESS	37.53
590-536-900.00	PRINTING	ALLEGRA PRINT & IMAGING	141.74
590-536-955.05	MISCELLANEOUS EXPENSES	CONSUMERS ENERGY	14.62
			1,064.79
Total For Dept 536 OPERATING EXPENSES-SEWER/WATER			1,064.79

<b>Total For Fund 590 SEWER FUND</b>	<b>1,064.79</b>
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Fund 591 WATER FUND

Dept 000

591-000-276.00	OVERPAYMENTS-UB	CHICAGO TITLE OF MICHIGAN	290.94
Total For Dept 000			290.94

Dept 536 OPERATING EXPENSES-SEWER/WATER

591-536-752.25	REPAIR & MAINT SUPPLIES	FERGUSON ENTERPRISES INC	2,291.00
591-536-752.25	REPAIR & MAINT SUPPLIES	FERGUSON ENTERPRISES INC	1,482.07
591-536-752.25	REPAIR & MAINT SUPPLIES	BATTLE CREEK FARM BUREAU ASSOC	82.35
591-536-801.00	CONTRACTUAL SERVICES	CITY OF BATTLE CREEK	144.00
591-536-801.00	CONTRACTUAL SERVICES	CITY OF BATTLE CREEK	169.98
591-536-801.20	ANSWERING SERV/MISS DIG	AMBS CALL CENTER	70.90
591-536-801.88	INTERNET ACCESS	VERIZON WIRELESS	37.53
591-536-900.00	PRINTING	ALLEGRA PRINT & IMAGING	141.74
591-536-955.05	MISCELLANEOUS EXPENSES	CONSUMERS ENERGY	14.62
			4,434.19
Total For Dept 536 OPERATING EXPENSES-SEWER/WATER			4,434.19

<b>Total For Fund 591 WATER FUND</b>	<b>4,725.13</b>
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Fund 596 REFUSE FUND

Dept 528 OPERATING EXPENSES-REFUSE

596-528-900.00	PRINTING	ALLEGRA PRINT & IMAGING	141.73
596-528-919.00	CONTRACTUAL REFUSE SERVICE	WASTE MANAGEMENT OF MICHIGAN	17,018.26
596-528-919.05	WM SURCHARGES & FEES	WASTE MANAGEMENT OF MICHIGAN	175.40
			17,335.39
Total For Dept 528 OPERATING EXPENSES-REFUSE			17,335.39

<b>Total For Fund 596 REFUSE FUND</b>	<b>17,335.39</b>
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Fund 661 VEHICLE FUND

Dept 246 CITY HALL

661-246-759.00	GASOLINE	FUEL MANAGEMENT SYSTEM	86.76
661-246-932.00	VEHICLE MAINTENANCE	ALL STAR TRANSMISSION	158.48
661-246-932.00	VEHICLE MAINTENANCE	LAKEVIEW FORD LINCOLN INC	40.86
			286.10
Total For Dept 246 CITY HALL			286.10

Dept 532 PUBLIC SERVICES

661-532-752.25	REPAIR & MAINT SUPPLIES	AUTOBODY USA	127.00
661-532-752.25	REPAIR & MAINT SUPPLIES	STEENSMA LAWN & POWER EQUIPMENT	50.00
661-532-752.25	REPAIR & MAINT SUPPLIES	PNC BANK VISA	8.81
661-532-758.00	DIESEL FUEL	FUEL MANAGEMENT SYSTEM	231.11
661-532-759.00	GASOLINE	FUEL MANAGEMENT SYSTEM	940.67
661-532-760.10	MOWER PARTS AND SUPPLIES	FORMULA K EQUIPMENT	68.70
661-532-760.15	LUBRICANTS & HYDRAULIC OIL	PNC BANK VISA	84.00
661-532-932.00	VEHICLE MAINTENANCE	AUTOBODY USA	451.20
661-532-932.00	VEHICLE MAINTENANCE	PNC BANK VISA	104.33
661-532-932.05	TIRES & TIRE REPAIR	POMP'S TIRE SERVICE INC	190.00
661-532-932.05	TIRES & TIRE REPAIR	POMP'S TIRE SERVICE INC	45.00
			2,300.82
Total For Dept 532 PUBLIC SERVICES			2,300.82

<b>Total For Fund 661 VEHICLE FUND</b>	<b>2,586.92</b>
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**CITY OF SPRINGFIELD BILLS IN LINE**  
**INVOICE GL DISTRIBUTION REPORT FOR INVOICES PAID 07/07/19 TO 07/27/19**

Fund 701 TRUST & AGENCY FUND

Dept 000			
701-000-230.05	DUE TO UNITS-TRAILER FEES	CALHOUN COUNTY TREASURER	1,777.50
701-000-230.05	DUE TO UNITS-TRAILER FEES	GENERAL FUND-TRAILER FEES	355.50
			2,133.00
Total For Dept 000			2,133.00
			2,133.00
<b>Total For Fund 701 TRUST &amp; AGENCY FUND</b>			<b>2,133.00</b>

Fund 703 CURRENT TAX COLLECTION FUND

Dept 000			
703-000-214.05	DUE TO GENERAL FUND-OPER	GENERAL FUND-PROP TAX DISB	63,243.15
703-000-214.06	DUE TO GENERAL FUND-PENSION	GENERAL FUND-PROP TAX DISB	4,516.66
703-000-214.07	DUE TO GENERAL FUND-ADMIN FEE	GENERAL FUND-PROP TAX DISB	942.30
703-000-222.00	DUE TO COUNTY-PROPERTY TAXES	CALHOUN COUNTY TREASURER	24,293.38
703-000-223.00	DUE TO WILLARD-PROPERTY TAXES	WILLARD DISTRICT LIBRARY	9,034.17
703-000-225.00	DUE TO BC SCH-PROPERTY TAXES	BATTLE CREEK PUBLIC SCHOOLS	9,034.17
703-000-225.00	DUE TO BC SCH-PROPERTY TAXES	BATTLE CREEK PUBLIC SCHOOLS	4,516.66
703-000-225.00	DUE TO BC SCH-PROPERTY TAXES	BATTLE CREEK PUBLIC SCHOOLS	24,580.55
703-000-228.01	DUE TO STATE-PROPERTY TAXES	CALHOUN COUNTY TREASURER	27,103.84
703-000-234.00	DUE TO ISD-PROPERTY TAXES	CALHOUN INTERM SCHOOL DIST	14,138.73
703-000-235.00	DUE TO KCC-PROPERTY TAXES	KELLOGG COMMUNITY COLLEGE	8,161.25
703-000-235.00	DUE TO KCC-PROPERTY TAXES	KELLOGG COMMUNITY COLLEGE	8,161.25
			197,726.11
Total For Dept 000			197,726.11
			197,726.11
<b>Total For Fund 703 CURRENT TAX COLLECTION FUND</b>			<b>197,726.11</b>

Fund Totals:

Fund 101 GENERAL FUND	54,762.34
Fund 202 MAJOR STREET FUND	377.59
Fund 203 LOCAL STREET FUND	114.48
Fund 244 ECONOMIC DEVELOPMENT FUND	4,646.12
Fund 508 FARMERS MARKET FUND	1,752.85
Fund 549 BUILDING FUND	3,304.32
Fund 590 SEWER FUND	1,064.79
Fund 591 WATER FUND	4,725.13
Fund 596 REFUSE FUND	17,335.39
Fund 661 VEHICLE FUND	2,586.92
Fund 701 TRUST & AGENCY FUND	2,133.00
Fund 703 CURRENT TAX COLLECTION FUND	197,726.11
<b>Total For All Funds:</b>	
	<b>290,529.04</b>